MARK R. JOHNSON
Mayor

CITY OF COVINGTON
RECREATION DEPARTMENT
317 North Jefferson Avenue
Post Office Box 778
Covington, Louisiana 70434
phone 985.898.4737
recreation@covla.com
website www.covla.com

RENTAL AGREEMENT - COVINGTON RECREATION COMPLEX

DATE: _____

Legal name of individual, organization, or corporation, hereinafter referred to as "renter" that wishes to enter into this rental agreement: _____ for the expressed purpose of renting ballfield(s) / facilities at the Covington Recreation Complex, hereinafter referred to as the "CRC". The CRC is the sole property of the City of Covington, Louisiana. The renter may be reached through their legal representative or officer at:

_____ _____
Name Email

_____ _____
Address City State Zip

_____
Telephone (Home) (Work) (Mobile)

FIELD RENTAL

Date(s) Requested:* _____ Rental Purpose: Practice | League Game | Tournament

Start/End Times: MON _____ TUES _____ WED _____ THURS _____

FRI _____ SAT _____ SUN _____

Field Specifications:* Fields 1 & 2 & 3 - 200' fences | Field 4 - 275' fence

Which fields are required? MON: 1 | 2 | 3 | 4 TUES: 1 | 2 | 3 | 4 WED: 1 | 2 | 3 | 4

THURS: 1 | 2 | 3 | 4 FRI: 1 | 2 | 3 | 4 SAT: 1 | 2 | 3 | 4 SUN: 1 | 2 | 3 | 4

NOTE: Tournament and League Game rental date must be no less than two (2) weeks prior to application date to avoid "rush" non-refundable administration fee. NO RENTAL accepted with less than 3 day notice. Renter is responsible for all field preparation (except grass cutting). Chalk/rake provided by City for Renter's use. Renter is responsible to pick up all trash resulting from rental. (IF VENUE OPENS FOR RENTAL OVER A HOLIDAY WEEKEND ALL RENTAL RATES DOUBLE.)

CONCESSION BUILDING FACILITY RENTAL / CONCESSION VENUE SITES

Rental of Concession Facility - $100 per day plus $250 Cleanup Deposit. Renter is permitted to set up a concession venue at Field #4 - $50 per day. Renter is responsible for all setup/cleanup of concession venue. NO FRYING ALLOWED. NOTHING IS TO BE STORED IN CONCESSION VENUE or FREEZER(S) PRIOR TO SETUP OR AFTER CLEANUP.

- Do you want to use our scoreboards (additional deposit required)? Yes ☐ No ☐
- Vending apparel such as: shirts, balls, bats, equipment, glasses, etc., is permitted. Vendor must COLLECT and REMIT applicable sales taxes to St. Tammany Parish and State of Louisiana.

Renter shall accept full financial responsibility and liability for any and all damage to City property. Renter shall risk partial/full loss of deposit if any booster product, merchandise or equipment is missing from facility after rental.

continued on Page 2 . . .

FIELD(S) DAY(S) FEE TOTAL

- **Deposit Fees**
  - Practice | Camp Deposit $200 = $ _____
  - League Game(s) | Tournament Deposit $400 = $ _____
  - Concession Stand $250 = $ _____
- **Scoreboard Deposit** *(if applicable)* $400 = $ _____
- **Practice (1½ hours)**
  - Per field / per day $25 x _____ field(s) x _____ day(s) = $ _____
- **League Game**
  - Per field / per ½ day (2 games) $50 x _____ field(s) x _____ (½ day) = $ _____
- **Tournament**
  - Per field / per day $100 x _____ field(s) x _____ day(s) = $ _____
- **Day Camp**
  - Per field / per ½ day $50 x _____ field(s) x _____ day(s) = $ _____
  - Per field / per day $75 x _____ field(s) x _____ day(s) = $ _____
- **Exclusive use* of CRC during Tournament or League Game(s)**
  - Additional per day $100 x _____ = $ _____

  **(Applicable when CRC is closed to general public and may only enter by admission fee is paid)*
- **Concession Stand Facility**
  - Per day $100 x _____ day(s) = $ _____
- **Field #4 / Outdoor Concession Venue**
  - Per venue / per day $50 x _____ venue(s) x _____ day(s) = $ _____
- **Rush Administration Fee** *(if applicable)*
  - 13-7 days $100 = $ _____
  - 6-4 days $200 = $ _____

TOTAL DUE = $ _____

RENTAL INITIAL _____ **CITY REPRESENTATIVE INITIAL** _____

For office use only

_____ **Certificate of Liability Insurance Received**

Deposit Received $ _____ **Date** _____ ***Deposit Refunded $*** _____ ***Date*** _____

Rental Fees Total $ _____ **Rental Fees Due Date** _____ **Rental Fees Paid Date** _____

continued on Page 3 . . .

RULES FOR COVINGTON RECREATION COMPLEX

1. The City reserves the right to deny an application for CRC rental when such use is not in the interest of the City of Covington.

2. The City reserves the right to cancel a reservation at any time if the cancellation is in the best interest of the City. In the event the City cancels an event for this reason, all fees will be refunded.

3. No date(s) shall be reserved without a minimum $200 date(s) reservation fee. Checks should be made payable to: City of Covington.

    a. PRACTICE FIELD RENTALS – field(s) may be reserved up to six (6) weeks in advance with a $200 refundable deposit. Renter must resubmit rental agreement/refundable deposit after initial agreement expires to reserve available field(s).

    b. TOURNAMENT FIELD RENTALS – field(s) may be reserved up to two (2) weekend tournaments in advance with a $400 deposit/per tournament. Renter must resubmit rental agreement/refundable deposit after initial agree ment expires to reserve available field(s)/weekends.

4. Refund Policy: If a renter cancels less than 14 calendar days 0%, 15-30 calendar days 50%, over 30 calendar days 75% (includes partial cancellations). If a renter wants to reschedule a $25 additional fee will be added to the original contract for each occurrence.

5. No renter may sublet or subcontract the CRC field(s)/facilities to another. RENTER MUST BE PRESENT DURING EVENT.

6. A "day" shall consist of no more than twelve (12) hours. Should the "day" be longer than twelve (12) hours. A typical day would start with gates opening at 7 am. No play may continue after 10 pm without written permission. The gates shall be closed thirty (30) minutes after conclusion of the last game. Included in the rental agreement:

    a. Renters are responsible for playing field(s) preparation, i.e., dragged, lined, bases placed (materials supplied to renter by CRC); all trash pickup (see #19 below).

    b. In case of inclement weather, "Normal and reasonable" amounts of effort and diamond drying compounds shall be used to keep the CRC field(s) playable. The final decision as to whether or not the fields are playable shall be that of the Covington Athletic Program Director or her/his CRC designee. The CRC shall decide how long any rain delay shall last and when or if play can continue.

    c. Usage of the lighting system shall be at the discretion of the Covington Athletic Program Director or her/his CRC designee.

7. All rental fees must be paid in full no less than seven (7) days in advance of scheduled event. Signed and completed copy of this rental agreement will serve as rental invoice. Checks should be made payable to: City of Covington. Failure to pay all fees in full by the aforementioned deadline shall cause the renter to lose his/her deposit and be placed on the "unable to rent list" for the future.

8. If the wireless scoreboards at Covington Recreation Complex become damaged in any way during the tournament, the renter will be assessed an additional fee of $400 to either fix or replace the damaged hand held controller. The Renter or Designee and the Covington Athletic Program Director or her/his CRC designee must sign the **COVINGTON RECREATION COMPLEX SCOREBOARD USAGE AGREEMENT** before the tournament starts in order to use the hand held controllers.

9. The rental event schedule must be available to the Covington Athletic Program Director or her/his CRC designee at least one (1) week before scheduled event is to begin AND a current Certificate of Liability Insurance ($1,000,000) minimum limit must be submitted. A full schedule of games must be submitted two (2) days prior to event.

10. Admission (gate fees) shall be at the option of the Renter. Under no circumstances shall fees be charged for parking vehicles or access to the parking lot.

11. It shall be the responsibility of the renter to see that all players, on all teams shall fill out and sign an "CRC Official Waiver and Release of Liability and Indemnification Form" before they are allowed to play their first game. This procedure validates the City of Covington's Field Owners Liability Plan with Travelers Insurance.

12. Renters are responsible for hiring their own umpires.

13. A responsible adult representing the renter shall be present at the CRC throughout the event.

RENTAL INITIAL _____ **CITY REPRESENTATIVE INITIAL _____**

continued on Page 4 . . .

14. The CRC, as all City of Covington Parks and Recreation Department facilities, is a "family friendly" facility. Vulgar, profane, obscene, threatening, or taunting language shall not be tolerated. Indecent conduct or attire is not acceptable. Fighting by participants or spectators will not be tolerated. Violators will be asked to leave the facilities immediately. Should the Covington Police Department be called to the CRC, it is likely that someone will be arrested.

15. CITY OF COVINGTON, LA/CITY ORDINANCES

    Sec. 70-1. – Glass containers.

    It shall be unlawful for any person to possess any glass bottle or container in any city park or playground.

    Sec. 66-177. – Smoking and the use of smokeless tobacco products are prohibited in buildings, facilities and vehicles owned or leased by the city, unless otherwise noted.

    (2) Smoking and the use of smokeless tobacco products are prohibited in the following public places, whether or not in an enclosed or covered area:

    a. Where posted, any indoor or outdoor area in any playground, arena, stadium, or amphitheater in any park, playground or other recreational facility owned, operated, or maintained by the city except in outdoor areas designated for smoking at each facility.

    b. The city shall designate an outdoor area in which smoking and the use of smokeless tobacco products are permitted at each facility, outdoor area, enclosed area or covered area, where permissible. Such designated smoking areas shall be placed at a sufficient distance from areas in which youth activities are conducted such that neither the youths who are participating in such activities nor the spectators viewing such activities are exposed to significant amounts of second-hand smoke generated by persons smoking in the areas designated for smoking. The designated smoking areas shall be well-ventilated.

    Sec. 1-8. – General penalties; continuing violations.

    Whenever in this Code or any ordinance of this city an act is prohibited or is made or declared to be unlawful or an offense or misdemeanor, or whenever in this Code of Ordinances the doing of any act is required and the failure to do any act is declared to be unlawful or a misdemeanor, where no specific penalty is provided therefor, the violation of any such provision of this Code or any such ordinance shall be punishable by a fine not exceeding $500.00 or by imprisonment for not more than 60 days, or both such fine and imprisonment. Each day any violation of this Code or of any ordinance shall continue shall constitute a separate offense.

    (Code 1977, § 1-8; Ord. No. 88-03, § 1, 2-2-1988)

16. Pets, except those for Americans with Disabilities, will not be allowed inside the Covington Recreation Center.

17. For the safety of all, bat swinging is not allowed outside the enclosed playing fields.

18. Hitting or throwing into the fencing material is not permitted, as this causes the fences premature and unnecessary wear.

19. The renter is responsible to remove trash and debris from the dugouts, walkways, restrooms, bleachers, and table areas, and parking lots. Failure to comply with this responsibility shall cause the renter to be billed for additional maintenance and possible denial of future rental opportunities.

20. Renter shall be responsible for the proper closure and locking of all doors and facilities utilized during rental. Keys MUST be returned the day following rental period.

21. The renter shall thereby accept full financial responsibility and liability for any and all damage to City property.

22. The renter shall indemnify, save and hold harmless the City of Covington; the Parks and Recreation Department and its agents, employees, or servants against any and all liability arising incident to the use and occupancy of said Covington Recreation Center field(s) and facilities. Furthermore, the renter shall be liable and responsible for the conduct, actions, and injuries to the participants and spectators of this rental event.

23. This rental agreement shall be constructed and interpreted according to the laws of the State of Louisiana.

24. If any part of this agreement is held unenforceable, the rest of this agreement will nevertheless be in full force and effect.

RENTAL INITIAL _____ **CITY REPRESENTATIVE INITIAL _____**

continued on Page 5 . . .

In accepting a permit for the use of the specified field(s) and/or CRC facilities, I do willingly accept all responsibility for those under my supervision covered by this permit. I will incur no liability against the City of Covington, or its staff thereof, in the event of any accident or injury.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year written. I have read and agree to all terms and conditions stated above.

CITY OF COVINGTON, LOUISIANA	**RENTER**
(X) _____	(X) _____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Please sign and return this rental agreement along with your $400 date(s) reservation fee ASAP in order to secure and confirm your request(s), as rental in on a first come, first served basis.

Remit check payable to the City of Covington
Department of Parks and Recreation
317 N. Jefferson Avenue | Covington, LA 70433
Phone 985.898.4737 | Email recreation@covla.com

continued on next page . . .