Bastrop Little League Fi Usage Application and F Agreement	Office Use Only
Bastrop Little League BoardFacility locationPO Box 363Rusty ReynoldsBastrop, TX 786022400 Hill StreetPhone – (512)284-0649Bastrop, TX 78Email: president@bastroplittleleague.comFacility location	Complex t
APPLICANT INFORMATION (PLEASE PRINT)	Date:
Applicant/Organization Name:	
 For all organizations, provide a list of all officers/senior level bylaws, if applicable. For Non-Profits, provide a copy of your most recent IRS deteryour non-profit status. 	rmination letter or other evidence supporting
Does your organization have liability insurance? If so, please provide a current certificate of insurance:	
Does your Organization require its players to carry insurand If so, through what carrier and in what amount:	
Contact Person(s):	
Address:	
City: State:	Zip Code:
Phone: Email:	
TX Driver's License Number (or other form of picture ID)
Individual making the application is a Bastrop Res	sident Resides in Bastrop ISD

Note: Per State Statute, your Driver's License information is confidential and will not be released to the public.

RENTAL INFORMATION:

Field Request(s): Park Rental Hours are 9:00 am – 10:00 pm Monday - Sunday. All fields are illuminated except the Tee Ball Field. Field rental does not include use of the concession/press box building. Bastrop Little League shall have all concession rights. Separate arrangements will need to be made with Bastrop Little League for such usage, if possible.

Additional field maintenance may be necessary. All efforts will be made to avoid conflicts, but field maintenance will take precedence over field usage at the discretion of Bastrop Little League.

OPTION # 1 - SEASON RENTAL REQUESTS: (Requests for more than one rental season are allowed;
please complete separate request forms for additional rental seasons). The Applicant/Renter must be present for the
duration of the rental period and will be responsible for all activities.

- Spring: February 15 May 31 (Application deadline: January 15)
- Summer: June 1 August 31 (Application deadline: May 15)
- Fall: September 1 November 30 (Application deadline: Aug 15)

OPTION # 2 - **EVENT/ONE-TIME RENTAL REQUESTS (NON-TOURNAMENTS):** The Applicant/Renter must be present for the duration of the rental period and will be responsible for all activities.

DATE(S) OF EVENT: _____

OPTION # 3 - **TOURNAMENT RENTAL REQUESTS**: The Applicant/Renter must be present for the duration of the rental period and will be responsible for all activities.

DATE(S) OF TOURNAMENT:

FIELD(S) REQUEST:

□ **Covert Field** - (Baseball/ Softball – 200' centerfield, 200' foul poles; 46', 60')

HEB Field – (Baseball/Softball – 200' centerfield, 200' foul poles: 46', 60')

Tee Ball Field – (Baseball/Softball – 150' centerfield, 150' foul poles: 46', 60')

Vinklarek Field – (Baseball/Softball – 200' centerfield, 200' foul poles: 36', 60')

Lions Field – (Baseball/Softball – 200 ' centerfield, 200' foul poles: 36', 60')

50/70/Junior Field – (Baseball/Softball – 350' centerfield, 310' foul poles: 50', 70' or 60', 90")

SPORTS/ACTIVITIES PROPOSED:

∃ _{Baseball} ∐ _{Softball}

 Youth, age range:
 Adult, age range:

Participants (players) total for Season Rental at Rusty Reynolds Complex:

<u>Please list below each date(s) and time(s) of requested field(s) use:</u> For Baseball/Softball Renters: Please select one-time slot per day Time # 1: 5:30pm-6:30pm or Time # 2: 6:30pm-7:30pm or Time #3: 7:30pm-8:30pm Time #4: Other

DATE	TIME	FIELD

APPLICATION FEE/FIELD RENTAL RATES:

Rental fees are due **in full** upon Bastrop Little League approval of rental application. Rental requests more than 12 months in advance are not accepted.

Waiver of Fees

Bastrop Little League has the right to waive fees at the discretion of the Bastrop Little League Board.

Season/One-Time Event Rental	Bastrop Residents Rate	Non-Resident Rate	
Field Rental Fee	\$20/ hour	\$25/hour	
Field Lighting Fee	\$10/hour	\$15/hour	
Field Lining/Prep	\$25 per field/occurrence	\$30 per field/occurrence	
Tournament Rental			
BLL Park – All Day	\$400	\$500	
BLL Park – Half Day	\$200	\$250	
Field Lighting Fee	\$10/hour	\$15/hour	
Field Lining/Prep	\$25 per field/occurrence	\$30 per field/occurrence	

Field lining is optional and must be requested 48 hours in advance. Is Field lining requested? _____ Dates: _____

All fields are illuminated except for the Tee Ball Field. Lights will be turned on 30 minutes before sunset and turned off 15 minutes after scheduled field time is over. A Bastrop Little League approved representative will be available to turn on and off lights. If there is a cancellation, please notify Bastrop Little League as soon as possible. Failure to do so may result in additional billing for the field lighting/ usage.

Cancellations

30 days or more = 100% refund of rental fee Less than 30 days notice = 50% forfeiture of rental fee Less than 7 days notice = 100% forfeiture of rental fee

Cancellation of an event due to severe weather or some other "act of God" will not incur a charge if the event has not begun and as long as notice is provided to the Bastrop Little League by leaving a message at (512) 284-0649 or email <u>president@bastroplittleleague.com</u>. If the event begins, but is shortened due to severe weather or some other "act of God," then all fees apply unless ordered to shut down by Bastrop Little League Staff or emergency services personnel to protect life or property.

In the event of unfavorable weather, Bastrop Little League will undertake reasonable measures to make the field playable. Bastrop Little League shall have sole and exclusive discretion in determining when athletic fields are available for play or closed due to field and/or weather conditions, maintenance or other reasons making the field and/or surrounding premises unsuitable for use by teams, officials or spectators.

Rain-outs will be re-scheduled based on field space availability. Rain-outs must be addressed during the season they occur.

Renter shall notify Bastrop Little League representatives of cancellations or other proposed changes to the schedule by 2:00 pm on weekdays or by 2:00 pm on Friday for weekend use.

INDEMNIFICATION OF BASTROP LITTLE LEAGUE: The Individual/Organization, their officers, employees, or agents, agree to and will at all times indemnify, save and hold harmless Bastrop Little League from all liability, claims, demands, damages, and costs of every kind and nature, including attorney fees at trial or appellate levels, and damage to any and all property including loss of use thereof, resulting from or in any manner arising out of the use of the facilities excepting only liability resulting solely from negligence of Bastrop Little League. Individual/Organization shall, upon request from Bastrop Little League, defend and satisfy any and all suits arising from Individual/Organization's use of the facilities. Organization will provide Bastrop Little League, upon initial execution and each renewal of this Agreement, a certificate of liability insurance coverage naming Bastrop Little League as additional insured in the amount of One Million (\$1,000,000) Dollars.

PRIORITY OF USAGE: Bastrop Little League shall assign priority of field space as detailed in the lease agreement between the City of Bastrop and the Bastrop Little League Organization. This Agreement shall give the League/Organization priority use of the facilities listed in this Agreement during the time period as stated in this Agreement, in accordance with policies and procedures for facilities of Bastrop Little League. However, Bastrop Little League reserves the right to schedule Bastrop Little League activities or events in said facilities during the Agreement dates, with timely notice given to the League/Organization.

DUTIES OF BASTROP LITTLE LEAGUE:

(a.) Maintain the facilities in accordance with the standards deemed necessary by Bastrop Little League. This will include cutting the grass of scheduled fields and keeping fields in a practice-ready state during the week.

(b.) Grant authority to Individual/Organization for determining if play should be authorized in questionable situations such as , but not limited to, rain, other inclement weather, severe drought, etc. only in the circumstance where the Bastrop Little League President or his/her designee is not available to make that decision.

(c.) Assume responsibility for the costs of repairs to, and maintenance of, restrooms serving the facilities as reasonably required by normal use of said facilities.

(d.) Assume responsibility for the costs of repair to, and maintenance of, concession structures serving the facilities as reasonably required by normal use of said facilities and in accordance with specifications established by the Bastrop County Health Department.

(e.) Assume responsibility to maintain other existing structures at the facilities such as bleachers, dugouts, fencing, irrigation, lighting, scoreboards, and accessory buildings as reasonably required by normal use of said structures.

(f.) Assume the responsibility for the cost of normal utility services and the cost and replacement of lights, ballasts, and fixtures.

(g.) Assume the responsibility for grounds care in and around all facilities.

DUTIES OF INDIVIDUAL/ORGANIZATION:

(a.) Provide rosters, game and practice schedules in a timely manner as per Seasonal Rental Request Deadlines for the purpose of inclusion in the Bastrop Little League master facilities schedule.

(b.) Maintain the fields, dugouts, and grounds outside the playing area free of paper and debris. All such paper and debris shall be placed in appropriate trash or recyclable receptacles for removal.

(c.) Assume the responsibility for the cost and repair of damage to turf, fences, gates, backstops, batter boxes, goals, netting, equipment, and related materials resulting directly or indirectly from use. Throwing, hitting, or kicking balls into fencing or other structure is not permitted.

(d.) Assume the responsibility for the cost and repair of any damage to restroom facilities caused by misuse resulting directly or indirectly from their activities. Assume the responsibility to make sure that the restrooms get locked when their activities run into the evening or weekends, all toilets flushed, and the restrooms left in presentable condition. All athletic field lights will be turned off.

(e.) Agree to be responsible for the secure storage, recharging, and general care of scoreboard remotes that will be stored in the field house.

(f.) Contact the Bastrop Little League to confirm field closure and to arrange for athletic lights to be turned off in the event of cancellations.

(g.) Use the following criteria in the initial determination as to the playability of the fields in a situation where the Bastrop Little League President or his/her designee is unavailable to make that determination:

- (I.) Standing water 1 inches or more on the field of play.
- (II.) Soil saturation.
- (III.) Walking on turf causes water to rise.
- (IV.) Walking on heels causes indentations.
- (V.) One inch or more of precipitation 24 hours prior to scheduled game/practice followed by steady downpour on game/practice day.
- (VI.) Player's footing becomes unstable, slipping 6" or greater.
- (VII.) Extreme drought condition where 50% of the playing surface has become dormant.
- (VIII.) Lightning.
- (IX.) Visibility.
- (X.) Other Acts of God.

(h.) Assume the responsibility for any game-prepping of the fields on weekends.

(i.) Provide the Bastrop Little League with notice by 9:00 am of any games that have been added to the schedule for that day for the purpose of the Town game-prepping those fields.

(j.) Assume the responsibility for notifying Bastrop Little League of any known maintenance or repair issues as soon as possible.

(k.) Agree to only use the rented facilities and not to encroach upon other renters.

IMPROVEMENTS: At all times, Individual/Organization agrees to refrain from adding materials to the playing fields without expressed consent of Bastrop Little League.

ORGANIZATION RULES AND REGULATIONS GOVERNING USE: Organization represents that it currently has adopted rules and regulations regarding the use of, and personal conduct around, the fields and the facilities, and that such rules and regulations are consistent with current rules and regulations governing use of Bastrop Little League recreational facilities.

Bastrop Little League will not provide lightning detection devices. It is strongly recommended that such devices are used for the safety of participants and spectators.

EQUAL OPPORTUNITY AND ACCESSIBILITY STANDARDS: This Agreement is specifically conditioned upon the Organization continuing to run its program in accordance with standards determined by the league or organization in which teams play and in such a manner that Organization activities are open to all eligible youth regardless of ability, handicapped status, gender, or race. In the event that the Organization operates its program in violation of this policy, this Agreement is subject to immediate termination by Bastrop Little League.

NO ASSIGNMENT; BINDING EFFECT; MERGER: This Agreement may not be assigned and shall be binding upon the parties and their successors. Any previous existing oral or written agreement shall be terminated as of the date of this Agreement and shall be deemed null and void and of no further force and effect whatsoever.

Bastrop Little League Rules, Regulations, Policies and Procedures

The Rusty Reynolds Complex facilities are not available for the following purposes: Meetings with secret rituals; Political or politically related events; Disruptive events such as disorderly conduct, which would interfere with other park activities; Classes or events demonstrating or using weapons, firearms or other hazardous materials, to include but not limited to, flammable fuels, poisons, etc.

Bastrop Little League assumes no responsibility or liability for any damaged equipment. Damage to the fixtures or underground facilities, equipment, or any other park feature shall be repaired or replaced by Bastrop Little League and all costs billed to the Applicant/Renter of the facility. These billed costs must be paid within thirty (30) days after billing.

The Applicant/Renter is responsible for keeping the rented area clean and in a serviceable condition during the rental period specified in the Contract. The Applicant/Renter will not allow trash to accumulate in egresses or place it in an area that would be considered a safety hazard. All trash will be placed in the proper receptacles prior to leaving the property. In addition, the premises must be left in the same condition as before the activity. Clean up shall be accomplished by the Applicant/Renter. Any additional clean up shall be resolved by Bastrop Little League, and the Applicant/Renter will be billed for the actual costs.

The Applicant/Renter understands that Bastrop Little League does not make any guarantees regarding the condition of its equipment or facilities and it is the Applicant/Renter's responsibility to inspect and examine the facility to be rented and to note its condition prior to signing this Contract.

The Applicant/Renter will ensure that prohibited items and or activities are not present and will comply with all rules, regulations, policies, and ordinances governing the location.

Prohibited items include fires, pyrotechnics, rice, confetti, skateboards, scooters, roller blades, and other wheeled recreational devices with the exception of bicycles.

Prohibited activities include, but are not limited to, the following: hunting, hitting golf balls, paintball and/or air soft guns, skateboarding, use of alcohol or controlled substances, operation of gas-powered remote-control models, loud music or noise, weapon and firearm demonstrations (except for those associated with a military activity), automotive repair or the storing of vehicles, motorized dirt bikes, ATVs or other motorized vehicles (with the exception of golf carts or other motorized assistive equipment used for transportation of people or equipment), and overnight camping.

Bastrop Little League and the Bastrop County Sheriff's Department Officers/ City of Bastrop Police have the authority to terminate/cancel any activities, at any time, based on violations. Should an activity be terminated for a reason determined by Bastrop Little League or the Bastrop County Sheriff's Department Officers/ City of Bastrop Police as a violation, the Applicant/Renter will forfeit the rental deposit and rental fee and will be charged for any other expenditures incurred by Bastrop Little League for the cleaning and/or repair of the rented property.

Bastrop Little League reserves the right to request additional information from leagues or individuals to confirm the accuracy of all materials submitted in support of this application. By signing this application, you are confirming the information submitted and may be held liable for inaccuracies that may lead to your organization being rejected or otherwise penalized. Bastrop Little League does not discriminate on the basis of race, gender, age, creed, or national origin.

FAILURE TO COMPLY GUIDELINES:

- A. **Facility Damage:** The cost to repair damage to any facility will be the responsibility of the person/clubs/teams who received the permit to use the facility.
- B. Penalty for Violation of Community Use Standards/Policy Users:
 - **First Offense** Written Warning to the individual, representative, league president, coordinator, and/or club official.
 - **Second Offense** Written notice of suspension of the violator's rights to use the facility and restitution for damages and costs if applicable. In the case of a league or team suspension, the suspension will be for three days and restitution for damages and cost if applicable.
 - **Third Offense** Written notice of denial of future use of facilities and restitution for damages and costs if applicable
 - We reserve the right to revoke this agreement immediately upon written notice with cause as deemed necessary.

I, __________ have read the rules and understand that: If I fail to comply with the conditions of this Contract, the field usage may be terminated and I may be refused future use and or reservation privileges. I agree to abide by the posted rules of Bastrop Little League. I understand that the Rules, Regulations, Policies and Procedures memorialized in this document and the Rules, Regulations, Policies, and Procedures as established for the Rusty Reynolds Complex are subject to interpretation by Bastrop Little League and the Bastrop County Sheriff's Department. I also agree to hold Bastrop Little League, and their employees, representatives, or agents harmless for any damage, injury, or loss of property. I have read this Rental Agreement Contract and agree to all of the terms and conditions detailed herein.

Signature of Applicant/Renter

Bastrop Little League Representative

Date: ___/__/20____

Date: ___/__/20____

Note: Additional requested rental terms should be identified in an addendum to this Agreement.