

Cheney Recreation Commission

Ball Field Facilities Rental Agreement

The Cheney baseball/softball fields may be rented for practices or potential games/tournaments when coordinated and approved by the Cheney Recreation Commission.

Scheduling

All non-USD/CRC events/teams must be scheduled through the Cheney Recreation Commission. City of Cheney, USD 286, and CRC programs and events will receive priority field time. Scheduling requests submitted for the upcoming season prior to April 1st will be given tentative approval, contingent upon no interference with the USD/CRC schedule. To reserve a ball field for practice(s) a minimum of 24 hours is required during normal business hours. To reserve a ball field for a game/tournament a minimum of 7 days is required. Short notice requests may not be acknowledged.

Practice & Game/Tournaments Information and Fees

All fees must be paid prior to any practice, or the event will be cancelled.

Practices: USD High School Baseball and Softball fields at the south complex are not available to reserve through CRC. The Fairground field & Field #3 & #4 at the sports complex are available to rent. Other non-complex USD fields (Bus Barn or North High School Field) may be reserved at no fee and may require permission with the USD, *see exception. All batting cages can be reserved at no fee. **USD/CRC programs and teams hold priority over all non-USD/CRC teams.** Fees for practices/games are required due to the nature of the wear and tear of ball fields and costs incurred by CRC outside of normal duties and schedule. To reserve a ball field for practice(s) a minimum of 24 hours is required during normal business hours.

*If special requests for field equipment, fieldwork, etc. a minimum of \$25 per hour or per field fee will be accessed.

Games/Tournaments: Renter must sign a lease agreement and submit a \$100.00 per day damage deposit to the Cheney Recreation Commission (7) seven days in advance of the scheduled event date. If the lease agreement and deposit are not submitted on time, the event will be cancelled. Deposit will be returned after the event is over if all agreements are met and the facility is in adequate condition. Not all Cheney Ball Fields are available for games/tournaments.

The diamond rental fee is \$100 per day, per diamond.

The damage/reservation deposit is \$100 per day and must be paid to secure the reservation. Reservations will not be accepted without the deposit payment.

Lights-\$30 per field for the use of lights. Agreed upon times must be decided prior to the event. The Fairground ballfield has lights. Complex Field #3 & #4 do not have lights.

Restrooms will be available during the regular season. During the off-season, potentially they may not be available. If restrooms are unavailable, the fee will be reduced by \$20 per day.

Cancellation

If the Renter cancels all or any part of a game/tournament reservation 5 or more days prior to the event, they shall be entitled to a refund of all fees and deposits for the cancelled reservation. If the Renter cancels all or any part of the reservation in less than 4 days, they shall not be entitled to any refund of fees or deposits.

Field Maintenance

Mandatory Field Maintenance for games/tournaments: Cheney Recreation Commission employee(s) will prepare the ball field(s) once a day during the rental date(s).

Optional field maintenance on any field usage: Cheney Recreation Commission employee(s) may be hired at a rate of \$40/hr. to do additional field preparation during an event. This must be scheduled prior to the event when making the reservation and at reasonable times and this is not guaranteed due to limited staffing. CRC maintenance equipment is not available to non-CRC employees.

Trash: Games/Tournaments-Renter must pick up all trash: field area, dugouts, bleacher areas, restrooms, parking lots, etc. by 8:00 a.m. the next morning.

Inclement Weather: Be safe and smart. Lightning should require all practices & games to stop and wait until it is safe or cancel. If inclement weather occurs the rate will be based on \$100.00* per hour for labor if the field is asked to be dried out and Renter agrees to pay for additional maintenance costs (i.e. field dry at market rate, etc.).

Wet Fields: If the fields are wet and muddy, please do not play on them. Outfield grass may be used to practice on if not too muddy/wet. The Cheney Recreation Commission can assist with the decision making and has the final say regarding cancellation of practices/games due to the weather. If the field(s) are played on and torn up, the deposit will be lost, and/or additional fees may be added to repair the field back to normal. Be respectful of the field(s).

Parking

All vehicles must be parked in the parking lots and outside the gates. Golf carts/ATV's, etc. are vehicles.

Concessions

The Cheney Recreation Commission or the contracted concessionaire will have exclusive rights for all concessions at all fields, unless they are unavailable and/or it is the off-season the Renter may provide concessions. If the Renter utilizes the concession stand a fee of \$50/day is charged. If you have other ideas for food or drinks, you must communicate to CRC in advance of the event to ensure proper steps are taken.

Upon approval by the Cheney Recreation Commission, the Renter may be granted permission to sell merchandise such as t-shirts, banners, etc. and charge admission.

Alcohol/Tobacco/Smoking/Vaping/Drugs

Consumption of alcoholic beverages or utilizing tobacco, smoking, vaping &/or drugs are prohibited within the facilities.

Insurance

For games and tournaments, a certificate of insurance may be required naming the Cheney Recreation Commission (on all field usage), Sedgwick County Fair Association (if using Fairground Field), City of Cheney (if using Field #3/#4 at the sports complex), and the USD 268 (if using any USD owned fields) named as an additional insurer. This information must be presented to CRC at the time of payment. This information is subject to change on short notice.

Fee list:

Fees for practices/games are required due to the nature of the wear and tear of ball fields and costs incurred by CRC outside of normal duties and schedule.

Practice(s): (select your options below A, B, C, D)

A. Field Use with no preparation or equipment (only for teams with all Cheney players*): **\$10/hour** ____

*-Must provide a player/coach **roster** with Name, Age/Grade, Parents, Address, Phone 24 hours prior to practice.

-Outside of CRC's normal ball season bases will not be available without equipment rental fee

B. Field Use with no preparation or equipment (for Cheney teams with out-of-town player(s) on team): **\$25/hour** ____

-Must provide a player/coach **roster** with Name, Age/Grade, Parents, Phone 24 hours prior to practice, non-full Cheney teams are NOT guaranteed practice times.

C. Field Preparation: **\$25/hour** ____

-If teams would like a field packed and dragged (only available if it works with CRC schedule and staffing)

D. Field Equipment (bases, pitch machine, or other item requested): **\$10/practice** ____

Game(s)/Tournament(s): see additional information above

Deposit:	\$100	____	x per field	____	total	____
Field Rental	\$100	____	x per field	____	total	____
Additional Field Preparation: *	\$40/hour	____	x per field	____	total	____
Lights	\$30	____	x per field	____	total	____
Concessions	\$50	____	x per day	____	total	____
Misc. Fees	\$____	____	x per field	____	total	____
					Total	____

Ball Field Lease Permit for Cheney Recreation Commission and/or Facilities

This Permit made and entered into this ____ day of _____, 20____, by and between the Cheney Recreation Commission hereinafter referred to as the Lessee, and _____ hereinafter referred to as the Lessor.

NAME OF INDIVIDUAL OR ORGANIZATION: _____

RESPONSIBLE PARTY:

NAME: _____

ADDRESS: _____

CELL PHONE: _____ OTHER PHONE: _____

FACILITY LEASED: Fairground Ball Field Complex: Field #3 Field #4 _____

NATURE OF INTENDED USE: Practice Game(s) Tournament _____

DATE(S) REQUIRED: _____

STARTING & ENDING TIME: _____

ADMISSIONS: YES NO CONCESSIONS: YES NO OTHER: _____

REQUESTS/COMMENTS: _____

**HOLD HARMLESS AGREEMENT
TRANSFER OF RISK**

THIS AGREEMENT, made this ____ day of _____, 20____, between the CHENEY RECREATION COMMISSION, the USD 268, City of Cheney, and the Sedgwick County Fair Association (SCFA), hereinafter referred to as "First Party" and _____ hereinafter referred to as "Second Party."

WHEREAS, First Party and Second Party have entered into a lease agreement dated _____, 20____, involving certain Recreation/USD/City/SCFA Facilities and/or diamonds owned by First Party. The Second Party has received all rules and regulations for use of the facilities and has read and understands all the information given to them.

NOW, THEREFORE in consideration of the mutual promises, covenants and agreements contained herein indemnify and hold harmless First Party, against any and all loss, damage, costs, and expenses which First Party may hereinafter suffer, incur, be put to, pay or lay out, by reason of and every claim, demand, suit and payment in respect thereof, by reason of any of them, which arise out of said lease,

THIS AGREEMENT SHALL BE BINDING on and inure to the benefit of the heirs, executors, administrators and assigns of the respective parties hereto, and the parties hereto have executed this agreement the day and year first above written.

The holder of this permit has priority use of the above facilities on the days and times listed.

LESSOR/Second Party

Date

CHENEY RECREATION COMMISSION/First Party

Date