

MILTON

FIELD RENTAL AGREEMENT

Applicant _____

Home Phone _____ Work Phone _____

Address _____ City _____ State _____ Zip _____

County _____

Email _____ Cell Phone _____

Name/Description of Event _____

Type of Use: Individual For-Profit Non-Profit

Tax ID Number (if applicable) _____

Date(s) & Day(s) Requested _____
Date(s) Day(s) of Week

Time Requested: _____ Are Lights Requested? Yes No

Estimated Participants _____ Vehicles _____

Check Box for Facility:

- Bell Memorial Park Cogburn Woods Elementary Hopewell Middle School
 Northwestern Middle Birmingham Falls Elementary Cox Road Athletic Complex

Field(s) Requested for Bell Memorial Park

- Rectangular: 1 2
 Baseball: 3 (290') 4 (185')
 5 (200') 6 (200')

Field(s) Requested for Cox Road Athletic Complex

- 55yd x 35yd Turf Field: 1
 Full-size grass rectangular fields: 2 3

FIELD RENTAL RATES

Facility	Resident Rate	Non Resident Rate*	Light Usage	All Day Usage	Refundable Deposit	For Profit/Special Event (all Day Usage)
BMP Fields 1, 2, 7	\$75.00 per hour	\$112.50 per hour	\$25.00 per hour	N/A	\$100.00	N/A
BMP Fields 3, 4, 5 & 6	\$25.00 per hour	\$37.50 per hour	\$12.50 per hour	\$175.00	\$100.00	\$500.00
Fulton County School Fields	\$25.00 per hour	\$37.50 per hour	N/A	N/A	N/A	N/A
Cox Fields 1, 2, 3	\$50.00 per hour	\$75.00 per hour	\$25.00 per hour	N/A	\$100.00	N/A

*Residents are those persons who live or operate a business within the incorporated city limits of the City of Milton and pay city taxes. Satisfactory proof of residency is required (valid driver's license, utility bill, etc.).

FOR OFFICE USE ONLY

<input type="checkbox"/> Resident* Fee of \$ _____	Staff Signature: _____
<input type="checkbox"/> Non-Res* Fee of \$ _____	Date: _____
<input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Credit Card	Certificate of Insurance Required: <input type="checkbox"/> Yes <input type="checkbox"/> No
Receipt # _____	Date Received: _____
Check # _____	

Do you or your organization have current liability insurance for these activities? Yes No
(Please attach a copy of coverage, amount, carrier, carrier's telephone number)

Special Events/Requests May Require The Following:

Will food, goods, or services be sold? Yes No
(Requires approval from M. P. R. D.)

Will you have security (police) present? Yes No
(It must be an off-duty Milton police officer)

Milton Parks & Recreation Department

FIELD LICENSE AGREEMENT RULES

1. No person is permitted to bring, use or serve alcoholic beverages on City property without a special permit.
2. Individuals and groups must follow all City parks and recreation rules and regulations.
3. You have five (5) business days from your initial request for a reservation to complete and execute the Facility License Agreement and make payment in full or your reservation will be cancelled. Full payment must be made and the Facility License Agreement executed no less than five (5) business days prior to the use of the facility. Please make check payable to City of Milton.
4. Due to liability concerns and limited space, the City does not allow ponies, firecrackers, fog machines, or other undesirable items as determined by the City in its sole discretion, to be brought on the premises.
5. Deposits will be returned within 30 days of the event only if all of the following are completed:
 - a) Facilities are clean and trash is placed in the provided receptacles at the end of the reservation period.
 - b) Facilities and equipment are undamaged.
6. Milton Parks & Recreation Department reserves the right to cancel this Agreement if determined in its sole discretion to be necessary. In such an instance, a full refund or rescheduling of the event will be offered to the Applicant.

Applicant is encouraged to examine and inspect the City's Facilities, to assess their condition, suitability and fitness for Applicant's permitted use. APPLICANT ACKNOWLEDGES AND AGREES THAT THE CITY MAKES NO EXPRESSED OR IMPLIED WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY EXPRESSED OR IMPLIED WARRANTIES OF SUITABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. THE LICENSE TO USE CITY FACILITIES IS GRANTED ON AN "AS IS" AND "WHERE IS" BASIS ONLY. Applicant further acknowledges that the relationship between the parties is not that of landlord and tenant as defined in Georgia law; this Agreement creates a mere license, not a tenancy. Applicant's license shall be limited to the facility and event described herein.

REFUND POLICY

Applicant must notify Milton Parks & Recreation Department in writing of a cancellation no less than three (3) business days prior to reservation date in order to receive a 100% refund. A request for cancellation made less than three (3) business days prior to reservation date will not be granted a refund. A \$15.00 administrative fee will be deducted from all approved refunds. (Not including deposit refunds)

HOLD HARMLESS

Applicant agrees to, and will at all times, indemnify, save, and hold harmless the City of Milton, its officers, agents, and employees from all liability, claims, demands and cost of every kind and nature, including, but not limited to, attorney's fees at trial or appellate levels and all court costs arising out of injury to, or death of persons, and/or damage to any and all property including loss of use therefore, resulting from or in any manner arising out of or in connection with activities or use of the facilities mentioned herein. The Applicant will, upon request of the Milton Parks & Recreation Department, defend and satisfy any and all suits arising from its use of the premises.

INSURANCE AGREEMENT

Liability insurance shall be required based on the nature of the proposed activity. Applicant will, at their own expense, keep in force during the term of this Agreement, insurance from an insurance company licensed by the State of Georgia. Required certificate of insurance will evidence insurance including: Comprehensive Liability Insurance with a minimum limit of two hundred and fifty thousand dollars per occurrence, and a five hundred thousand dollar aggregate to include Premises, Personal Injury, and Operations. The City of Milton must be listed as additional insured party on Applicant's policy or an endorsement or other authorized amendment thereto.

IF REQUESTED, A CERTIFICATE OF INSURANCE MUST BE SUBMITTED NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO REQUESTED EVENT DATE AND LIST THE CITY OF MILTON, GEORGIA AS ADDITIONAL INSURED.

BELL MEMORIAL PARK PROCEDURES

For those using field spaces at Bell Memorial Park, the cleaning of the field both inside and outside the fence is Applicant's responsibility after the license period is over. The following rules have been established for your protection and will hopefully assist you in having an enjoyable activity:

- 1) Applicant is responsible for leaving the applicable field(s), dugouts, bleachers and the area surrounding the field(s) clean of all trash and debris.
- 2) No smoking anywhere inside the park, no firecrackers, no fog machines.
- 3) Applicant is responsible for actions at the field(s).
- 4) No open flames (except for a pre-approved grill) are allowed.
- 5) All trash shall be placed in the appropriate receptacles provided.
- 6) Alcohol is not allowed without a special alcohol permit.
- 7) No tape, staples, tacks, etc. shall be attached to any wall or fencing.
- 8) If you are using field lights, they must be turned off at the end of the license period.
- 9) Any activity that is damaging to the facility is your responsibility.

I have read and understand this Agreement in its entirety and agree to the terms, date, time, facility and fees of this Agreement. I further agree to the above listed facility use procedures.

Applicant's Signature: _____ Date: _____

- I understand that checking this box constitutes a legal electronic signature confirming that I acknowledge and warrant the truthfulness of the information provided in this agreement, and agree to terms and conditions noted in this Agreement.