

## **Ball Field Rental Procedures**

### **GENERAL**

1. Champaign Park District will not be liable for any claims for injury or damages resulting from or arising out of the use of the district's fields or premises adjacent thereto. The renter agrees to indemnify the Park District and hold it and its employees harmless against any and all such claims, damages, losses and expenses. If requested by the District, the renter shall carry insurance against such claims and furnish the District with a certificate of insurance evidencing the same.
2. For all field rentals a two hour minimum block of time is required. For field rental reservations of six dates or less the balance must be paid in full within 48 hours of booking the reservation. For field rental reservations of seven or more dates 50% of the balance is due within 48 hours of booking the reservation. The remaining balance will be due by a date designated by the sports department at the date of booking. If the remaining balance is not paid by the due date the renter forfeits the right to all remaining reservations.
3. No food or concession will be allowed to be sold on Park District property unless pre-authorized by Champaign Park District Staff.
4. If lights are needed for practice, a fee for lights will be added to the rental. In addition, a site supervisor cost will be added.
5. For pricing on sports rentals call Justice Miller, Sports Manager, at 217-819-3984 or email at [justice.miller@champaignparks.org](mailto:justice.miller@champaignparks.org)
7. Communication on rainouts will be done via Rainout Line. You can access this information via [champaignparks.org](http://champaignparks.org), or you can download the app on your phone. For immediate updates subscribe to the email or text alerts for your favorite fields.

### **GUIDELINES**

1. Lights are a separate charge and do not include the Site Supervisor cost. Lights require a Site Supervisor to be present.
2. Reservations for games and rentals with lights must be requested at least two weeks in advance.
3. All game reservations require a Site Supervisor to be present.
4. Reservations for practices (without lights) must be requested at least one week in advance.
5. Vehicles are not permitted in the parks. Violations will terminate agreement without refund.
6. Teams are expected to clean up after themselves.
7. Cancellation information will be posted on our rainout line as close to (2) hours before the reservation as possible. Exceptions to this policy will be inclement weather resulting in unplayable field conditions.
8. No refunds for cancellations if within one week of the event date. Unless the cancellation is by the Park District or weather related, in which case full refunds will be issued.
9. Reservations are only accepted through the completion of a signed rental agreement form and are not final until payment and Certificate of Insurance are secured.

### **CANCELLATION**

1. Notice of cancellation must be given to the Champaign Park District at least one week prior to the scheduled date of activity for practices without lights or forfeit payments made.

2. Notice of cancellation must be given to the Champaign Park District at least two weeks prior to the scheduled date of activity for games or practices with lights or forfeit payments made.
3. Any renter that cancels 3 times inside the 1-week notice, with the exception of weather related cancellations, will forfeit the remainder of their rentals for that season and will receive a 75% refund for all remaining dates paid for.
4. Renters who forfeit their remaining rentals due to cancellations, will be lower on the following season's priority list.
5. All renters are responsible for checking the Park Districts Rainout Line. The Champaign Park District will update the line in the event of a cancellation. The line will not automatically be updated at the beginning of each day. It will be updated only in the event of cancellation.
6. Refunds will be issued as a Household Credit on your Champaign Park District Account throughout the season. In the event you choose another date to reschedule we will rebook using the Household Credit. After all scheduled rentals have been completed, including rainout dates and reschedules, if there is a household credit remaining on your account you will be refunded via check.

### **RENTER RESPONSIBILITIES**

1. No alcohol and/or drugs are permitted on any Champaign Park District property. Such use will result in immediate ejection from the premises. Please adhere to all park district rules and regulations.
2. Renter is responsible to see that all activities are properly controlled and supervised and agrees to comply with the City of Champaign Noise Ordinance and all other applicable laws. Renter is responsible for leaving the fields in the same condition it was found. Renter is required to place trash in the containers provided. Failure to comply may result in losing remaining reservations at no refund.
3. Renters understand that if a rental is cancelled and posted on the rainout line the field may not be used for play.

### **CERTIFICATE OF INSURANCE**

The following format will need to be followed and seen on every certificate of insurance

The Renter shall maintain in effect at its sole expense the following insurance:

- (a) Comprehensive General Liability:
  - General Liability: each occurrence ~ 1,000,000 (including completed operation and products liability)
  - Property Damage: \$100,000 each occurrence
  - General Aggregate: \$2,000,000 or a combined single limit of \$2,000,000
  - Property damage liability insurance will provide Explosion, Collapse and underground coverages where applicable.
- (b) Contractual Liability (Hold Harmless Coverage):
  - Bodily Injury: \$1,000,000

- Property Damage: \$2,000,000 each occurrence
  - Annual Aggregate: \$2,000,000 each occurrence
- (c) Comprehensive Automobile Liability:
- Bodily Injury: \$1,000,000 Per Person and \$1,000,000 Per Accident
  - Property Damage: \$500,000 each occurrence or combined single limit of \$500,000
- (d) Umbrella Liability:
- \$5,000,000 aggregate

The Park District, its officers, agents and employees are to be covered and named as additional insureds under the General Liability coverage and shall contain no special limitation on the scope of protection afforded to the additional insureds.

**Renter shall furnish the Park District with certificate(s) of insurance and applicable policy endorsement(s) 21 days prior to beginning of rental.** Renter shall furnish the Park District with a certificate of insurance that has been executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice to Park District prior to cancellation of any insurance referred to therein.

Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from the evidence that is provided shall not be construed as a waiver of Renter's obligation to maintain such insurance.

All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and satisfactory to the Park District at its sole discretion.

All insurance coverage provided by the Renter shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the Renter's and shall not contribute to it.

## **INDEMNIFICATION AND HOLD HARMLESS**

It is fully understood and agreed by the parties that User shall fully defend, indemnify and hold harmless the Champaign Park District, including its officers, employees, volunteers and agents against any and all liabilities, claims, damages, losses, costs and expenses (including reasonable attorneys' fees) arising indirectly or directly in connection with or under, or as a result of this Agreement.

## **ELECTRICITY**

Music must not be loud or offensive to the public. Fields are in a residential area; please respect the neighbors of the fields. NOTE: Music must comply with the City of Champaign Noise Ordinance or police will be dispatched.