

THORNTON PARKS, RECREATION AND COMMUNITY PROGRAMS

ATHLETIC FIELD RENTAL AGREEMENT

TERMS AND CONDITIONS

Renter is responsible for all damages incurred to the facility during the rental. If damages occur, the applicant will be billed.

Times of rental will be based on tournament game schedule. If lights are requested, lights are preprogrammed and must be set prior to, not day of the rental. Rental times must include lining, base installation and warm ups.

City staff will have final say as to whether fields are playable. In case of inclement weather or unplayable field conditions, staff will communicate field closures no later than 7 a.m. on the day of the closure or as deemed necessary by City staff whom are present. Thornton staff will provide a basic drag of the field for maintenance daily. The city does not provide any bases or lining of fields.

Renter is responsible for keeping users safe in the event of inclement weather including lightning in the area. It will be the responsibility of the user group(s) scheduled to inform participants as well as their staff of any decision made.

Fields will be maintained on a regular basis and the user agrees to accept the fields in its current conditions.

Neither the City nor its employees can be held responsible for any item left at the facility by the renter, participants, athletes, or persons/companies providing service and/or equipment for the rental event. Items for rental events cannot be stored overnight.

Each user is responsible for cleanup of all trash in the facility and fields used. This includes the fields, warm up areas, bleachers and parking lots. Trash should be picked up and placed in provided receptacles. Failure to thoroughly clean any one of these areas will result in a \$200 fee assessed per day.

Proof of liability insurance in the amount of one million dollars **may be required** for your rental. If requested proof will need to be provided two weeks prior to your event date and prior to a permit being issued. The City is to be listed as an additional insured on the certificate of insurance.

Basic Park Policies

- No alcoholic beverages are allowed.
- Organized outside food including food trucks must be pre-approved by city staff and meet all the guidelines and requirements provided by city staff.
- Smoking is prohibited in the dugouts and on the fields.
- Motorized vehicles are restricted to hard surface parking lots and streets. Only authorized city vehicles are permitted in City parks.
- Destruction, damage, or removal of any vegetation or defacement of any City property is prohibited.

- Climbing on City buildings, roofs, dugout roof tops, shelters, trees, and fences is prohibited.
- Disorderly conduct and abusive language are prohibited.
- No grills or propane tanks allowed.
- No drones allowed at any city of Thornton park/open space property.
- Applicant/renter is responsible for his/her own actions and the actions of parties represented as a result of this agreement.
- Do not park in fire lanes. Vehicles left unattended in fire lanes are subject to ticketing by the Thornton Police Department.
- Fundraisers and activities that collect fees require prior approval from the Director of Parks, Recreation and Community Programs.
- ALL CITY ORDINANCES ARE IN AFFECT IN CONJUNCTION WITH THIS AGREEMENT.

In the event that the renter and/or its guests are unable to adhere to the above stated terms and conditions of the agreement, you will be charged additional rental fees and/or asked to vacate the premises by the facility staff and/or the Thornton Police Department. By signing below, the renter acknowledges that he/she is responsible for ensuring all guests adhere to the above terms and conditions and will provide payment for the use of the facilities by the assigned date.

In consideration for this Athletic Field Rental Agreement ("Agreement"), I hereby release and waive any claim of liability against the city of Thornton ("City") with respect to any loss, damage, illness or injury occurring from the rental and use of the field(s), whether the claim results from the negligence of the city or from some other cause. I acknowledge and assume the risks involved in the rental and use and assume any loss, damage, illness, injury or death resulting from such risks. I hereby agree to indemnify and hold harmless and covenant not to sue the City, its employees, agents and members of City Council WITH respect to any claim that I may assert as a result of the rental and use of the City facilities.

I have read and agree to the conditions stated above: