

**FACILITY USE AGREEMENT**

This agreement made and entered into by and between the City of Albertville Parks & Recreation Department and \_\_\_\_\_ thereafter referred to as "second party".

- |  |                                   |
|--|-----------------------------------|
| _____ Rec. Center Gym                  | _____ Church Field                |
| _____ Rec. Center Room # 7             | _____ Gore Field                  |
| _____ Rec. Center Room # 8             | _____ Honor Field                 |
| _____ Splash Pad                       | _____ Football Field # 1          |
| _____ Pool                             | _____ Football Field # 2          |
| _____ Volleyball Courts (outside sand) | _____ Soccer Field # 1            |
| _____ Tennis Courts                    | _____ Soccer Field # 2            |
| _____ Eastside Gym                     | _____ Dendy Field                 |
| _____ Playground                       | _____ Britton Field               |
| _____ Vaughn Field                     | _____ Bryant Field                |
| _____ Memorial Field                   | _____ Basketball Courts (outside) |

The City of Albertville is the owner of the above facilities and is willing for the facilities checked above to be used by the second party for the purpose of \_\_\_\_\_

And no other purpose whatsoever; and the parties have agreed that the second party may use above checked facility from \_\_\_\_\_ o'clock am, pm to \_\_\_\_\_ o'clock am, pm on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

The rental fee of \$\_\_\_\_\_ must be paid before the facility can officially be reserved.

Amount paid \$\_\_\_\_\_ cash or check # \_\_\_\_\_ Date: \_\_\_\_\_  
Rec. Dept. Employee

- 1) Any function held to make a profit must purchase a privilege license from City Hall before reserving facilities and show proof of liability insurance.
- 2) Changes or cancellations must be made at least 5 business days in advance or rental fee will be forfeited.
- 3) The facilities must be returned to the condition in which it was received.
- 4) It is agreed that the consumption of alcoholic beverages on city property is prohibited.
- 5) If, for **ANY** reason, the premises become unavailable for use by second party, the City of Albertville shall have no liability to second party, but upon payment to second party of the rent deposit herein above provided, the City of Albertville's liability to second party shall cease and terminate and the agreement shall be of no other force or effect thereafter.
- 6) In concern to rental of ball fields, it is the desire of the City of Albertville to keep the fields in the best possible condition for second parties play. In order to assure these conditions, the City of Albertville reserves the right to cancel play in case of inclement weather. The City of Albertville will notify second party if this situation exists. (This is a City of Albertville decision, not a second party). If cancellation occurs:
  - a) The second party will be rescheduled at a convenient date for both parties. **Or,**
  - b) The City of Albertville will refund, all or part of funds, depending upon use by second party. (This is a City of Albertville decision, not a second party).
- 7) If the second party requests additional time for set up of facilities themselves, that set up time shall be added to rental fees.
- 8) It is the second parties responsibility to make sure all emergency exits are kept clear of all equipment, people, tables, chairs etc.
- 9) It is the second parties responsibility to make sure that the above listed facilities do not exceed the maximum number of occupants as set by the Fire Marshall.
- 10) A fee of \$25 per hour will be added for the use of the facility outside normal operating hours.

\_\_\_\_\_  
Second Party Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rec. Dept. Signature