



Brenham Parks and Recreation Department  
Tournament Field Rental Agreement

This is a Rental Agreement by and between the CITY OF BRENHAM, a Texas home-rule municipal corporation, herein after referred to as the "City", by and through its authorized representative and \_\_\_\_\_ (Circle one: individual / sole proprietor / Texas limited liability company / Texas non-profit organization / Texas corporation / Other: \_\_\_\_\_), herein after referred to as the "User".

**WHEREAS** the User provides a form of recreation for the City of Brenham and the Washington County area; and

**WHEREAS** the City desires to assist in providing such form of recreation to area residents;

**NOW, THEREFORE**, for and in consideration of the mutual promises recited herein, the parties agree as follows:

**ARTICLE I  
DEFINITIONS**

1.1 The term Field or Athletic Field shall mean the name and number of playing surfaces designated by the reservation request, to be used by the User in accordance with this Agreement.

**ARTICLE II  
GENERAL TERMS**

2.1 General. The User's use of the Athletic Field(s) shall be as set forth herein and shall be consistent with the Facility Use Policy. The City shall have the option to immediately terminate this Agreement at any time without notice for convenience or for any violation of this Agreement.

2.2 Term. The term of this Agreement shall be as set forth in the Tournament Reservation Application (attached hereto as Exhibit "A"), which is attached and made a part of this Agreement, or the term of this Rental Agreement is for the following day or days and the period during each day as shown:

\_\_\_\_\_  
2.3 Security Deposit. The security deposit shall be due and payable upon the execution and submittal of this Agreement to the City. The security deposit is refundable only as provided in Section 2.4(b) herein below.

2.4 Payment. In exchange for the above-referenced use of the Facility, the User shall pay the City the amounts described below no later than fifteen (15) business days after the event. Unpaid delinquent bills must be paid in full in order to reserve and/or rent one of more field(s).

- a. **Field usage fees are listed below** – includes initial game field prep and lights.

<b>Rental Type</b>	<b>Deposit</b>	<b>Rental Fee</b>
Fireman's Field	\$50	\$275/day
Schulte Field – Hohlt Park	\$50	\$200/day
Henderson Field – Henderson Park	\$50	\$200/day
Baseball/Softball Fields	\$50	\$125/day
Rankin Field	\$50	\$275/day
Multi-use Field per day	\$50	\$ 100/day

- b. **Security Deposit. \$50 per field.** Should the user choose to cancel the event, the security deposit will be refunded per the following schedule:

- 1. More than 48 hours before the event – no penalty
- 2. Less than 48 hours before the event – deposit not refunded, and user will be billed for fields

2.5 Additional Charges. Additional game preparations are available for \$35 per field per game.

2.6 Subleasing or assignment. Once rental requests are approved and fields are reserved, scheduled times cannot be subleased or assigned to other individuals or organizations.

2.7 Field Condition. The User shall vacate the premises in as good state and condition as they were in at the commencement of this Agreement. User also agrees that if the premises, or its buildings, equipment, or furnishings, are damaged during the term of this Agreement, by the act, default, or negligence of the User, or its officers, agents, employees, guests, patrons, or any person or persons admitted to the premises by the User, the User shall pay to the City upon demand such sum shall be necessary to restore the premises to the condition they were in at the commencement of this Agreement.

2.8 Cancellation. Brenham PARD reserves the right, in its sole discretion, to cancel field usage for any of the following reasons:

- a. weather conditions – at any time;
- b. scheduling conflicts;
- c. field conditions; or
- d. field usage poses an unreasonable risk to the public health, safety, or welfare

2.9 Field Preparation. The City agrees that it will be responsible for providing the following items during the term of this Agreement:

- a. marking fields to proper dimensions before the first scheduled game of the tournament;
- b. cleaning and stocking restrooms;
- c. installing nets, bases, etc. related to the proposed use of the Athletic Field(s) by the User;
- d. general grounds maintenance of Athletic Field(s) and City-installed equipment; and
- e. determining whether the Athletic Field(s) will be open or closed for the User's use because of inclement weather, damage to the Facilities, and other unforeseen acts of God and updating the City's pre-recorded telephone system, web page, or other communication devices it may have in place to notify the public of such schedule changes.

2.10 Insurance Requirements. If the event is not sanctioned by an organization or governing body that provides insurance coverage to all participants, the User is required to procure and maintain, at its sole cost and expense for the duration of this Rental Agreement, General Liability insurance in the name of the User, for limits of not less than \$1,000,000 for personal injury, death, or property damage that may arise from or in connection with the use of the City's facilities and/or athletic fields and the activities associated with the use of the City's facilities and/or athletic fields by the User, its agents, representatives, participants, attendees, employees and volunteers. The User's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any insurance, self-insurance or risk pool participation maintained by the City, its officials, agents, employees or volunteers shall be considered in excess of the User's insurance and shall not contribute to it. Only insurance carriers licensed and authorized to do business in the state of Texas will be accepted. User must furnish proof of coverage through a Certificate of Insurance no less than ten (10) business days before the event.

2.11 Non-Discrimination. The User hereby agrees to refrain from any activity in relation to use of the Facility that discriminates against any person or persons based upon race, color, creed, national origin, disability, religion, age, or sex, and in accordance with current federal and state laws.

2.12 City Facility Use Policy. The User's use of the Athletic Field(s) shall be set forth herein and shall be consistent with the City Facility Use Policy duly approved by the Brenham Parks and Recreation Advisory Board where not specifically addressed herein.

2.13 Field Usage and Schedule. The User agrees to provide confirmation to Brenham PARD five (5) business days prior to the event with the final schedules due 48 hours prior to the start time of the event.

2.14 Compliance. The User shall comply with all laws, statutes, ordinances, rules and regulations of the United States government, the state of Texas, the City of Brenham, and any department of the City.

2.15 **INDEMNIFICATION. THE USER SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS FROM AND AGAIN ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE FACILITY BY THE USER. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE USER, OR ANY THIRD PARTY. IT IS THE INTENT**

**OF THE PARTIES THAT THIS PROVISION SHALL EXTEND TO, AND INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSES BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF THE CITY, AN ALLEGED BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY THE CITY OR WHICH ARISES OUT OF ANY THEORY OR STRICT OR PRODUCTS LIABILITY. THERE SHALL BE NO ADDITIONAL INDEMNIFICATION OTHER THAN SET FORTH IN THIS SECTION. ALL OTHER PROVISIONS REGARDING THE SAME SUBJECT MATTER SHALL BE DECLARED VOID AND OF NO EFFECT.**

2.16 **RELEASE.** THE USER HEREBY RELEASES, RELINQUISHES AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY OR ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTIONS WITH THE USER'S USE OF THE FACILITY WHETHER OR NOT SAID CLAIMS, DEMANDS, OR CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE. THERE SHALL BE NO ADDITIONAL RELEASE OTHER THAN SET FORTH IN THIS SECTION. ALL OTHER PROVISIONS REGARDING THE SAME SUBJECT MATTER SHALL BE DECLARED VOID AND OF NO EFFECT.

2.17 Choice of Law. This Agreement has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto, including but not limited to exclusive venue, shall be in Washington County, Texas.

2.18 No Boycott of Israel. To the extent this Agreement is considered a contract for goods or services subject to 2270.002 Texas Government Code, User verifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement.

2.19 Amendment. This Agreement may only be amended by written instrument approved and executed by both parties.

2.20 Terms of Field Use.

- a. Glass containers are not permitted in Brenham Parks.
- b. The use of all forms of tobacco (smoking, chewing tobacco, snuff, etc.) is not permitted in Brenham parks. Vaping/electronic cigarettes are not permitted.
- c. Parking is allowed in designated areas only. If event is utilizing golf carts, Brenham PARD must be notified. Golf carts are not allowed on fields.
- d. To use a City facility after posted park hours, a written request must be submitted to Brenham PARD at the time the tournament reservation is made. Such a request is subject to written approval of the City, in its sole discretion. Park hours are 5:00 am to 11:00 pm.
- e. The City of Brenham has contracted all concession rights to a third-party vendor with exclusive rights to Hohlt Park, Linda Anderson Complex, Henderson Park, and Fireman's Park. Written permission must be obtained should the tournament director desire to have souvenir sales, apparel, etc. available during the tournament.
- f. All maintenance or repair of athletic facilities shall be performed by Brenham PARD staff only.
  1. Users shall not make any modifications to Brenham athletic fields or facilities. Any requests for reasonable changes or accommodations should be made directly to the Brenham PARD. Before making any modifications, such a request must receive verbal approval of the Brenham PARD, in its sole discretion.

- 2. Users shall not dig ditches or apply foreign materials to the athletic fields in an attempt to “dry out” a field.
- g. Scoreboards. Field usage will include availability of scoreboard controllers at no additional cost, if requested by the User. Scoreboards are not available at Henderson Park.
- h. In case of a service emergency during office hours please call Brenham PARD at 979-337-7200. For after-hours service emergencies, contact the on-call number at 979-277-7373. For medical and security emergencies, please call 911.

2.21 Entire Agreement. This Agreement contains the entire agreement between the parties. There are no other written or oral agreements, contracts, or understandings between the parties. The Tournament Reservation Application to which this Agreement relates is made a part of this Agreement as if recited in whole herein and is incorporated by reference thereto. In the event of a conflict between this Agreement and the application, the City shall resolve and interpret same in its sole discretion.

**EXHIBITS**

A. Tournament Reservation Application

**CITY OF BRENHAM**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit "A"



Parks and Recreation Department  
Tournament Reservation Application

Group/Organization: \_\_\_\_\_

Event Type (circle one):    Baseball    Soccer    Softball    Football    Other

Estimated Number of Teams/Participants: \_\_\_\_\_ Estimated Number of Spectators: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email: \_\_\_\_\_

Requested Dates: \_\_\_\_\_

Preferred Method of Billing:    Email    Mail

Do you intend to have Outside Vendors:            YES / NO

Please check the following fields that you would like to reserve for your tournament:

**Baseball/Softball Fields**

**Linda Anderson**     Cooper BB     Matthies BB    **Henderson Park**     Fink SB     Korthauer SB     Henderson BB  
 Dallmeyer BB     Schroeder BB

**Fireman's Park**     Fireman's BB    **Hohlt Park**     Schulte BB     Boehm SB     Pflughaupt BB  
 Clayton SB     Stark SB     Schwartz SB  
 Van Dyke SB

**Soccer Fields**

**Jackson Street**     Field 1     Field 2    **Hohlt Park**     Rankin Field     Field 1     Field 2  
 Field 3     Field 4     Kenjura Field     Field 4     Field 5  
 Field 5     Field 6     Field 7     Field 8  
 Field 9     Field 10

Security Deposit. \$50 security deposit per field is due upon the execution and submittal of this application to the City.  
(# of fields) \_\_\_\_\_ x \$50 per field = \$ \_\_\_\_\_

As the User of the City of Brenham Athletic Field(s) and the responsible party for the tournament, I fully understand and agree to adhere to all of the policies, directives and procedures of the City of Brenham throughout the duration of my tournament.

\_\_\_\_\_  
Signature of User/Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Brenham Parks and Recreation Department Staff

\_\_\_\_\_  
Date