

CONTRACT FOR THE USE OF OUTDOOR FACILITIES RENTAL

Oak Island Parks and Recreation Department

4601 E Oak Island Dr., Oak Island, NC 28465 • Phone: (910) 278-5518 • Fax: (910) 278-5350

The Oak Island Parks and Recreation Department has two parks (Bill Smith & Middleton Park Extension) with athletic fields. Bill Smith Park located at 4446 Fish Factory Rd. can be reserved for private tournament usage on Fridays, Saturdays and/or Sunday and includes four lighted fields, bleacher seating, restrooms, a football field, dugouts, scoreboards and concession stands. Middleton Park at 46th SE has a softball field and soccer field and includes bleachers, restrooms and lighted fields.

<p>Football Fields (2.5 hours) (Bill Smith Park) Unlined: \$50/res \$60/non-res Lined: \$100/res \$110/non-res Lights: \$25/res \$35/non-res \$100 non-refundable security deposit</p>	<p>Softball Fields or Soccer Field (Middleton Park) (2.5 hours) Unlined: \$45/res \$55/non-res Lined & Ready: \$60/res \$70/non-res Lights: \$25/res \$35/non-res \$100 non-refundable security deposit (will be applied to field rental)</p>																
<p>Concession Stand (Bill Smith Park) \$50/day Res \$60/non-res *\$50 refundable cleaning deposit</p>	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="width: 20%; text-align: center;">Paid</th> </tr> </thead> <tbody> <tr> <td>Security Deposit (non-refundable)</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Cleaning Deposit (refundable)</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Lined Fields (minus deposit)</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Lights</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Concessions</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Total Hours</td> <td style="text-align: center;">_____</td> </tr> <tr> <td style="text-align: right;">Total</td> <td style="text-align: center;">_____</td> </tr> </tbody> </table>		Paid	Security Deposit (non-refundable)	_____	Cleaning Deposit (refundable)	_____	Lined Fields (minus deposit)	_____	Lights	_____	Concessions	_____	Total Hours	_____	Total	_____
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<p>Tournament Play (Bill Smith Park) \$100 a field– maximum 8 hours (lights and concession stand not included) Lights (2.5 hours): \$25/resident, \$35/non-resident</p>																	

Park Requested _____	Day /Date _____
Facility/Field Requested _____	

FIELD USAGE

Field Usage Hours(tournaments):

Day 1: _____ AM / PM to _____ AM/PM

Day 2: _____ AM / PM to _____ AM / PM

Day 3: _____ AM / PM to _____ AM / PM

Tournament Needs: Bases : _____ feet, rubber _____ feet

Event Hours(special Event): _____ to _____

Estimated Attendance: Under 21yrs ____ Over 21yrs ____ Total: ____

Event open to public? Yes No Admission charged? Yes No Is this a fundraiser? Yes No

CONCESSIONS

Usage Hours: _____ AM/PM to _____ AM/PM

Deposit: \$ _____ Daily Fee: \$ _____

ORGANIZATION

Contact Name _____ Phone: (Day) _____ (Eve) _____
(Cell) _____ (Fax) _____

Organization: _____ Address: _____

City _____ Zip Code _____

General Park Rules: Must Comply with all Town Ordinances

1. No alcoholic beverages or glass containers are permitted.
2. No fires are allowed except for charcoal fire in grills designed for such use.
3. No explosives, slingshots or bows and arrows are permitted.
4. The Town noise ordinance is in effect in parks and regulates amplified sound or music.
5. Dogs and cats must be controlled by owners and restrained by a six-foot maximum leash. Owners must remove all pet waste. Other pets are prohibited.
6. Park guests use the park at their own risk.
7. All scheduling of ball fields and buildings must be done through the Parks & Recreation Department.
8. Unlicensed motorcycles, mini-bikes, four wheelers, go-carts, and ATV's are prohibited on park grounds.
9. All litter must be picked up and placed in trash cans/or dumpsters provided by the Parks & Recreation Department. Groups should bring adequate trash bags and dispose of their debris. Excess debris must be hauled off by group. Polycarts should be moved to the front of the park beside the drive for pickup after the event.
10. Vehicles must be parked in designated parking areas only.
11. Violations of park rules may result in fines or imprisonment.

Other Rules and Regulations:

1. Games may not begin before 10am or after 10pm at Smith Park due to mandatory irrigation of the park.
2. The tournament director is responsible for keeping teams off of the fields during incimate weather, and for any damages incurred to the complex (unnecessary holes in the infield/outfield, damage to dugouts, bleachers, etc). All damages fees will be assessed by the Director of Parks and Recreation to the account of the tournament director.
3. You are required to meet all Brunswick County Health regulations while using the concession stand, and any needed licences are up to the renter.
4. If the concession equipment is used and not left in satisfactory condition or broken during use, a loss of the \$50 cleaning deposit will be assessed and any needed equipment repairs will be assessed to the renter.
5. Any equipment/supplies brought into the concession stand must be removed after rental. We are not responsible for any lost or stolen equipment.
6. Lights at Middleton Park will shut off at 11pm due to park curfew.
7. All excess trash around the athletic fields should be disposed of in available trash containers by the tournament directors. Failure to do so will result in loss of deposit.

Payment of Fees & Deposits

1. **A non-refundable deposit of \$100, acting as a security bond, a Field and Facilities Contract and a Town of Oak Island Special Use Reservation agreement (if needed) must be submitted in advance to secure a tournament date.** A payment of 50% of the total rental fee must be paid to reserve field(s) in advance for tournament play. **No reservations will be made without submitted agreement and deposits.**

2. If incomplete or incorrect information is given on the rental contract or special use agreement (ie. contact information, resident status, nature of the event, expected attendance) the Department may immediately cancel the rental without refund of fees or deposit.
3. Payment of the balance of all rental fees must be made at least 14 days in advance of the scheduled use. Failure to meet this deadline may result in the cancellation of the rental and forfeiture of your security deposit.

***Note: Concession Stand rentals require a \$50 cleaning deposit and must be cleaned within 24 hours after a one day scheduled event is held and within specified code of the Brunswick County Health Department and any keys issued are to be returned. Failure to do so will result in failure to receive refund of the cleaning deposit.**

Refunds/Cancellations:

- The Parks & Recreation Director has the final decision on play during periods of inclement weather.
- If a tournament is canceled due to weather, a full refund of the deposit or account transfer will be offered by the tournament Director. No partial refunds will be given for play interrupted. If an attempt is made to make the fields playable per the request of the tournament director, all daily fees apply as committed.
- **The \$100 deposit will not be refunded or transferred due to lack of teams or reduction of days requested.**
- **A full commitment fee is required based on your registration for a weekend (for example, if you reserve the complex for a 2-day tournament on December 1st and you only play a 1 day tournament, you will be responsible for the full commitment made with the reservation).**
- If the nature of the event or number of participants changes, the Department must be notified immediately and no changes may be made within 7 days prior to the scheduled use. If necessary, fees/deposits will be changed according to applicable rates. The Department reserves the right to disapprove any requested changes. The renter may be held liable for all charges.

Hours

1. Hours requested should include time for your group's special setup and cleanup needs.
2. Delivery of supplies or equipment will not be accepted in the facility prior to the indicated beginning time for the rental.

Field Preparation

Fields will be dragged and marked to be ready one hour prior to scheduled event. If the facility is used multiply days, each morning trash will be discarded, bathrooms cleaned, and restocked as well as the fields dragged and lined.

Rain or Acts of God

The Oak Island Parks & Recreation Department cannot predict or control any natural occurrence and is not responsible for such an event. If an event is such that work can be done to recover in an acceptable amount of time as deemed proper by the Director of Parks & Recreation, an attempt may be made. Organizations may be required to pay for personnel and supplies if required and agreed on between both parties.

Advertising

All advertising for the event must be pre-approved* by the Recreation Director. Large scale events that are open to the public must also submit a Special Events Request Form and be approved by the Town Manager.

**minimum of two weeks is required for approval of Special Events Application*

Agreement

Applicant hereby agrees to hold the Town of Oak Island, the individual members thereof, and all officers, agents and employees free and harmless from any loss damage, liability, and cost of expense that may arise in any way by such loss or occupancy of park or recreation facility.

I hereby certify that I have read and understand fully the Rules and Regulations for Rental and Use of the Park & Recreation Department Facilities and will see that my activity will abide by these rules. I also realize that the facility contract is granted with the understanding that the Oak Island Parks and Recreation Department has the right to cancel the contract if the agreed upon facility is needed for a Town sponsored event.

I, the undersigned, hereby certify that I will be personally responsible on the behalf of the applicant for any damages sustained by the facility, furniture or equipment occurring through the occupancy or use of said facility by the applicant.

Signature _____ Date _____

Town Representative _____ Date _____

Representative's Name: _____