



## **TOURNAMENT FACILITY RENTAL APPLICATION**

### Facility Rental Rates

- Center of Bryant Basketball Courts
  - \$40 per game/\$1000 per day maximum
  - \$200 deposit (credited toward final rental fee)
- Bishop Park Baseball Complex
  - \$150 per field/per day
  - \$300 deposit (credited toward final rental fee)

### Application Terms and Conditions

By signing below, Applicant indicates its understanding and agreement that:

1. Approval or disapproval of this Application is within the sole discretion of the City of Bryant and Bryant Parks and Recreation.
2. The City of Bryant and Bryant Parks and Recreation is not responsible or liable for any expense incurred by, or damage suffered by, Applicant in the event this Application is not approved.
3. Applicant waives, releases, discharges and agrees to indemnify, defend and hold harmless the City, its officers, employees, and agents from and against any and all claims, demands, causes of action or judgments by any person, organization or entity for personal injury, death, damage or loss of property, or any other damage and/or liability occasioned by, arising out of, resulting from, or in any way related to this Application, or from the use of the facilities by Applicant or any other person.
4. Applicant agrees to pay, in the event this Application is approved by the City, the applicable deposit(s), fees and other costs in the amount(s) listed in Facility Rental Rates above.

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Requested Facility

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Requested Rental Date(s)

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Tournament Name

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Tournament Director/Authorized Agency

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Applicants' Signature

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Date



## **FACILITY RENTAL AGREEMENT**

This Facility Rental Agreement (hereinafter “Agreement”) is entered into between the City of Bryant (hereinafter “City”) and the person, organization or entity identified in Application above as “Applicant.” The term of this Agreement is for duration of time listed as “Requested Facilities and Requested Rental Dates” on Application above (hereinafter “The Term”).

The purpose of this Agreement and the intent of the parties hereto is to set forth the terms and conditions under which the City will make available for use by Applicant certain City-owned facilities during the Term.

WHEREAS Applicant desires to utilize the City-owned facility or facilities indicated under “Requested Facilities and Requested Rental Dates” in Application above (hereinafter “the Facilities”), and

WHEREAS the City desires to raise additional revenue with which to fund City operations and services, while governing the use and availability of City-owned recreational facilities;

Now, therefore, for and in consideration of the mutual covenants of the parties, and other good and valuable consideration as set forth herein, the parties agree as follows:

1. In exchange for Applicant’s payment to the City of fees as set forth in Paragraph 2 of this Agreement and the deposit as set forth in Paragraph 3 of this Agreement, the City agrees to reserve and make available for Applicant’s use the Facilities on the dates and times indicated for the use of each under “Requested Facilities and Requested Rental Dates” in Application above (hereinafter “Rental Dates”) for the named purposes on Application above.
2. In exchange for reservation and use of the Facilities on the Rental Dates, Applicant shall pay to the City an amount of money equal to the Total Fees stated under “Facility Rental Rates” in Application above (hereinafter “Fees”). Applicant shall pay the Fees in full at the completion of the scheduled event. Bryant Parks and Recreation Department will provide an invoice once event schedule is set. Checks must be made payable to City of Bryant.
3. In exchange for reservation of the Facilities for Applicant’s use on the Rental Dates, Applicant shall pay to the City, at the time this Agreement is signed by the Applicant, a deposit in the amount indicated under “Requested Facilities and Rental Dates” in Application above (hereinafter “Deposit”). The Deposit will be credited toward the Fees at the conclusion of the Term, subject to the following terms, conditions and limitations:
  - a. If the Deposit is credited to the Fees, it shall be credited in full, less any cost incurred by the City for repairing any damage which occurs to the Facilities during Applicant’s use thereof, or cleanup of the Facilities which the City determines, in its sole discretion, to be excessive.
  - b. In the event the Applicant fails to make use of, or cancels any use of, the Facilities which is scheduled under this Agreement without first providing seven (7) days notice prior to the date of the Reservation, the Deposit shall be retained by the City in its entirety.



4. Applicant's use of the Facilities is subject to the following terms, limitation and conditions:
  - a. The game and field/court schedule must be provided to Bryant Parks and Recreation Department no later than the Wednesday prior to the tournament. The City will open the Facilities a minimum of one (1) hour before the start times indicated.
  - b. The person identified as "Tournament Director" in Application above (hereinafter "Contact Person"), or another authorized representative of Applicant, shall be physically present at the Facilities at all times on the Rental Dates. The names and cell phone number of Contact Person must be provided to Bryant Parks and Recreation by Wednesday prior to the tournament.
  - c. The City retains sole discretion to close the Facilities at any time due to weather or for necessary maintenance, regardless of any scheduled or intended use of the Facilities by Applicant.
  - d. The Facilities shall be used by Applicant solely for the purposes stated in Application prior to this Agreement, and for no other purpose.
  - e. During the Term, Applicant will not do anything or allow anything to be done to the Facilities, either intentionally or by acquiescence, that would in any way damage or impair the Facilities, their playing surfaces, structures, fixtures or equipment. If any damage occurs to the Facilities as a result of or during the Applicant's use of the Facilities, Applicant agrees to pay the City's cost to repair such damage within (30) days of presentment of a written invoice for same to Applicant at the address stated below.
  - f. All rules and policies applicable to the Facilities' use are agreed to and will be followed by Applicant and Applicant's representatives, customers, spectators, members, participants, students, agents and guests unless specific written permission, or a waiver of same, is obtained from the Director of the City of Bryant Parks and Recreation Department.
5. The City may, in its sole discretion, elect to release information to any person, organization or entity regarding the date, time and nature of any use of the Facilities by Applicant, as well as Applicant's name and contact information.
6. The City shall not be liable to Applicant or Applicant's representatives, customers, spectators, participants, members, students, agents or guests for any damages or losses to persons or property caused by other persons, including, but not limited to, negligence, theft, burglary, vandalism, or other crimes. The parties further agree that the City will not be liable to Applicant or Applicant's representatives, customers, spectators, members, participants, students, agents or guests for personal injury or for damage to or loss of personal property from fire, flood, water leak, rain, hail, ice, snow, smoke, lightning, wind, explosion, interruption of utilities, or other occurrences. Applicant agrees to secure insurance to protect against any and/or all of the above occurrences.



7. Applicant shall indemnify, hold harmless, and defend, with counsel acceptable to the City, the City (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from performance or failure to perform under this Agreement, or from the use of the Facilities or any other City-owned property by Applicant or Applicant's representatives, customers, spectators, members, participants, students, agents or guests.
8. If an Applicant exhibits any behaviour that, in the City's sole discretion, is detrimental to the City or the Facilities during the rental period or at anytime before the rental period, the City may unilaterally terminate this Agreement and no such refund shall be given to the Applicant.
9. Should either party default in the performance of any obligation created by this Agreement, the non-defaulting party may declare this Agreement terminated by written notice to the defaulting party at the addresses stated below for each.
10. This Agreement and performance hereunder by Applicant shall not be assigned or subcontracted without written consent of the City.
11. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions of the Agreement shall be unaffected.
12. This Agreement represents the entire understanding of the parties and all prior negotiations, discussions and representations are merged and incorporated herein. It may not be altered, amended or modified in any respect except by written instrument signed by the party to be bound, and shall be construed in accordance with the laws of the State of Arkansas. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original, but all of such counterparts shall constitute one and the same instrument.

Agreed:

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Chris Treat, Director  
Bryant Parks and Recreation  
6401 Boone Rd  
Bryant, AR 72022

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Date

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Applicant or Applicants Authorized Representative  
Address:

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Date

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