**CITY OF WALFORD**

120 FIFTH STREET NORTH

P.O. BOX 148

WALFORD, IOWA 52351

319-846-3103

 **WALFORD BASEBALL/SOFTBALL DIAMOND RENTAL CONTRACT**

**As the contracting party, you are responsible for the following:**

1. **Replacement of pitching mound cover**
2. **Trash/cigarette butt pick-up**
3. **Raking of infield**
4. **Damage to facility, other than play of the game**

**No soft toss is allowed. If soft toss has occurred all of the deposit will be forfeited.**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ agree to indemnify and hold harmless the City of Walford, it’s employees, agents and representatives, from any and all claims, causes of action, loss liablility, damages, and court costs, including attrorney fees, which the City of Walford, it’s employees, agents or representatives may sustain or incur by reason or as a consequence of any injury to any and all participants arising from, incident to as a result of, or in any manner connected with the afore described diamond rental.

The security deposit will be returned within 7 days if the facility is found in good clean condition, no damage with the exception of play of the game has been done, and no other terms of this contract have been breached.

In the event the City must pursue any collection or enforcement action, you are liable for all costs associated therewith, including, but not limited to attorney fees, court costs, and charges for nonsufficient funds in a checking account.

**If concession stand use has been approved prior to the event, please see below.**

 **Food Service**: The City does not have a permit to operate a food establishment.

 The City does not guarantee that the facility is appropriate for use as a food establishment, as

defined in federal and state law. A person intending to use the facility to prepare food for human consumption is responsible for determining whether the facility is appropriate for that purpose. A person intending to use the facility to prepare food for human consumption is responsible for applying for and procuring any permits required by state and federal law. The person using the facility to prepare food for human consumption agrees to indemnify the City for any damage sustained as a result of the person’s use of the facility, including the costs of defense against an action for damages and for costs and attorney fees necessary to enforce the use agreement.

 Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_

Page 1

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RESPONSIBLE PARTY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LEAGUE/TEAM NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TELEPHONE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COST SHALL BE $ 30.00 (Thirty Dollars) PER GAME/PRACTICE

DEPOSIT SHALL BE $ 130.00 (One Hundred Thirty) PER DAY

TWO CHECKS REQUIRED PAYABLE TO THE CITY OF WALFORD

RENTAL FEE PAID $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CHECK NUMER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DEPOSIT FEE PAID $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CHECK NUMBER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Page 2