

FIELD RENTAL

Terms and Conditions

NOTICE – Neither Newton Park Inc., Union North School Corp., Park Contributors, or Sponsors are responsible for personal injury or property loss or damage which occurs while you or your vehicle are on these premises, including losses allegedly caused by negligence.

Rules and Regulations For Newton Park Facility Use

RESERVATION – Any Group using park facilities will be required to complete an **Application for use of Newton Park Inc. Facilities** and to submit appropriate damage deposit and/or rental fees. Reservations will be confirmed upon receipt of application and appropriate fees. Reservations will be taken no more than one (1) year and no less the ten (10) working days prior to the event.

DEPOSIT – A 20% non-refundable administration deposit is required at the time of signing this contract. The 20% deposit will be applied to your balance due for your event. Newton Park reserves the right to cancel events for any of the following reasons: Weather, Scheduling Conflicts, Field Conditions or Violation of Rules. If a Newton Park Representative cancels your event, due to Weather, Field Conditions, Scheduling Conflicts your deposit or any monies paid to Newton Park for your event will be refunded.

CANCELLATION – If the applicant fails to provide at least 10 working days notice, the entire rental fee shall be forfeited to Newton Park. If you are canceling the game due to weather conditions, if the Newton Park Representative states that the field is playable the entire rental fee shall be forfeited to Newton Park. If the Newton Park Representative cancels your event, due to Weather, Field Conditions or Scheduling conflicts your deposit or any monies paid to Newton Park for your event will be refunded.

In the event a team or organization has contracted the fields with a gate admission rather than field rental and does not notify Newton Park of a cancellation 10 days prior to contracted event there will be a \$40.00 per game fee due for each game scheduled.

REFUNDS - if a Newton Park Representative cancels your event, all refunds will be returned in check form, in a timely manner.

DAMAGES – The applicant shall be responsible for expenses incurred by Newton Park in correcting, cleaning, repairing or replacing any facility or property of Newton Park, which was damaged in connection with the activity, or event for which the facility was rented, regardless of who caused the damages.

SMOKING & ALCOHOL – Adhere to posted **“Rules and Regulations”** signs. Possession or consumption on the Newton Park grounds is **prohibited**.

INSURANCE – Adhere to Posted **“Notice”** signs. The applicant assumes the entire responsibility and liability for losses, damages, claims arising out of injury or damages to the applicants displays, equipment and other property brought upon the premises of Newton Park and shall indemnify and hold harmless Newton Park Inc, its' directors and employees from any and all such losses, damages and claims.

For your protection, Newton Park requires that all park renters obtain liability insurance while using Newton Park property to indemnify against loss resulting from bodily injury and/or property damage. A copy of the insurance certificate must be filed with Newton Park. Your personal insurance agent can assist you in obtaining this insurance.

Sports leagues must submit a Certificate of Insurance with Newton Park with Newton Park listed as an additional insured. General liability limits must be at least \$1,000,000.

CLEAN UP POLICY – All groups must leave the park/facility in satisfactory conditions, clean and free of damage. All litter and garbage must be disposed of properly.

CURFEW – Athletic field lights will not remain on past 11:00 p.m.

CONCESSIONS – Newton Park reserves all rights to concession revenues and will have the concession stand in operation during games and events to the best of their ability. Vendors desiring to sell any item in Newton Park must gain approval through a Newton Park Vendor Permit.