

## RENTAL AGREEMENT

This agreement is entered into on this \_\_\_\_\_ day, of \_\_\_\_\_ 20\_\_\_\_, by and between the City of Mountain Brook "City" through its Parks & Recreation Dept. as "Lessor", and \_\_\_\_\_ as "Lessee", for facilities owned and operated by City located at \_\_\_\_\_ "Facilities". Rental privileges are available to residents and groups where the majority of the group's memberships are Mountain Brook residents. All teams must submit a roster of team members that includes name, address, and phone number.

1. City hereby agrees that Lessee may use the facilities for the purpose of \_\_\_\_\_ during the period beginning on \_\_\_\_/\_\_\_\_/\_\_\_\_ from \_\_\_\_\_ o'clock until \_\_\_\_\_ A.M./P.M. (All activities shall cease at dusk in parks with no lighting and no later than 9:00 p.m. at lighted facilities.) (Except tennis courts - 10:00 p.m.).
2. During this period Lessee shall have full and complete use of the noted facilities for said purpose.
3. Alcoholic beverages and gambling strictly prohibited at all Parks & Recreation Board facilities.
4. All trash and litter must be disposed of before leaving facility.
5. Lessee agrees to pay the City the sum of \$\_\_\_\_\_, which sum shall be paid to Lessor, upon the execution of this agreement at the M.B. Parks & Recreation office in accordance with the following fee schedule. Refunds are only available should the event be canceled by the Lessor:

Playing Fields: Football, Soccer, Baseball & Softball.	
Daytime	\$30/ hr. per field
Lighted	\$40/ hr. per field
Setup/lined off	\$15/ ea. per field
Tennis Courts	\$12/ hr. per court
<b>Overton/Cahaba River Pavilion</b>	\$35/ 2 hrs. (Residents of Mountain Brook)
	\$70/ 2 hrs. ( <b>Non-Residents of Mountain Brook</b> )

### **PAYMENT - Make Check or Money Order Payable to: City of Mountain Brook**

Parks & Recreation  
3698 Bethune Drive  
Birmingham, AL 35223

To reserve the above facilities, contact the following:

LaTorya Mines, Parks & Recreation Dept.	(205) 802-3877	Overton Park/Cahaba River Walk
Allen Jones, Parks & Recreation Dept.	(205) 802-4018	Turf Grass Fields
Brad Hart, Mtn. Brook Athletics	(205) 414-3854	Baseball, Softball, Football

6. Lessee agrees to indemnify and hold harmless Lessor, its officials, officers, employees and agents against all actions, causes of action, demands, damages, losses and expenses of any kind, including but not limited to, attorney's fees and court costs which may be asserted against, or suffered by, City on account of, or rising out of, this agreement or the use of facilities by Lessee. In addition, Lessee assumes all risks in connection with its use of the facilities.
7. The term of this agreement may not be extended or modified except by a written agreement between City and Lessee.
8. By using the facilities, Lessee agrees that it shall comply with all applicable laws, ordinances, rules and regulations and that it shall not allow any activities to be conducted at the Facilities, which are unsafe, dangerous or improper in any manner.
9. If Lessee breaches any term of this agreement, City shall have the right to terminate this agreement by written or verbal notice to Lessee.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

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

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