

Summer Village of Island Lake – Ball Diamond/Park Rental Agreement



Summer Village of Island Lake (SVIL)

Ball Diamond/Park Rental Agreement

I, _____ (hereinafter referred to as “Renter”) representing _____ (hereinafter referred to as “Group”) confirm that I am the representative of the named group and that I have read this Rental Agreement and me and my organization will abide by the following conditions:

Conditions of Use:

1. Use of the ball diamond shall be confined to the ball diamond area.
2. All rental activities must be completed by 11:00 p.m. with the exception of Friday and Saturday evenings when this time may be extended to 12:00 midnight.
3. Each group using the ball diamond shall name one person to be responsible, and this person must sign the Rental Agreement on behalf of the Group. Groups must supply adequate supervision and traffic control while on SVIL property.
4. This Agreement is not transferable.
5. Groups serving or selling liquor shall be required to obtain the proper Alberta Gaming and Liquor Commission permit and be responsible for following the regulations of the Alberta Gaming and Liquor Commission. No liquor or cannabis is permitted on the Ball Diamond/Park Area. Party Alcohol Liability (PAL) insurance is required for any event serving alcohol. Proof of PAL insurance is to be forwarded to the SVIL Administration Office prior to the event.
6. The booking party shall be responsible for the care, custody and control of the premises and shall also be responsible for the safekeeping and safety of the people on the premises during the rental period.
7. The Renter shall be responsible to provide their own liability insurance protection. The Summer Village of Island Lake will not be responsible for injuries occurring on the property. The Renter and the Group, joint and several, hereby indemnifies the Summer Village of Island Lake for any and all claims arising from the use of the Ball Diamond/Park Area during the rental period. Waivers must be provided for all adult players and consent of risk forms for minors. Proof of General Liability Insurance must be forwarded to the SVIL Administration Office prior to the event.
8. Should there be any damage or breakage to the ball diamond facilities, the renter shall be responsible to pay for any repair or replacement costs and assume responsibility for the actions of the Group.
9. If the Ball Diamond/Park Area are not cleaned by the Renter/Group, to the satisfaction of the SVIL, costs to the SVIL for clean up will be the responsibility of the Renter.
10. The Village reserves the right to reject and/or cancel any rental bookings.

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11. The Renter accepts the Ball Diamond/Park Area in an “as is” condition and it is the responsibility of the Renter, the Group, the teams and individual players to familiarize themselves with the conditions and hazards on the field and in the vicinity.
12. **Rental of port-a-potties are the responsibility of the Renter. It is the responsibility of the Renter to provide sufficient facilities (port-a-potties and garbage cans) to accommodate the expected number of attendees.**
13. Dogs/pets are not allowed in the park unless leashed at all times and the Renter is responsible to ensure all pet owners clean up after their pets and/or clean up on their behalf.
14. Emergency Phone Numbers: Fire, Ambulance, Police – **911.**
15. The Renter hereby releases, indemnifies and saves harmless the Summer Village of Island Lake against any claim or damage of any nature incurred by use of the rented Ball Diamond/Park Area. The SVIL shall not be liable in any way for any personal injuries sustained or damage to the property of the rental Group, the group’s guests, invitees, agents, employees, contractors or any other person(s) save and except for such injuries or damages as are caused by the gross negligence of the SVIL in the ball diamond and area contracted for herein. In any event, the liability of the SVIL shall not exceed the total amount of the general comprehensive liability of the comprehensive liability policy of the SVIL and it is expressly agreed that the SVIL shall in no event be liable for special, indirect or consequential damages.
16. In the case of inclement weather, the renter shall have the right to reschedule their rental to another(other) open date(s) if they contact the SVIL 48 hours prior to the rental date(s).
17. This Rental Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.
18. This Rental Agreement represents the entire understanding of the parties hereto with respect to the subject matter hereof. All prior discussions are merged herein and superseded hereby.

RENTERS AGREEMENT & RESPONSIBILITY

The renter shall indemnify the Summer Village of Island Lake, its agents and employees, from and against any claims, demands, losses, damages, actions, suits or proceedings by third parties that arise out of a private booking of the Ball Diamond/Park, unless proven to be directly caused from gross negligence by the Summer Village of Island Lake.

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I have read, understand and agree to comply with the Rental Agreement of the Ball Diamond/Park Area located at Plan 3857KS, Block 1, Plan R (Roll #341).

Renters Name: _____

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Address: _____ **Postal Code:** _____

Telephone: _____ **home** _____ **cell** _____ **business** _____

Email address:

Representing (Group Name): _____

Date(s) of Rental: _____

Time(s) of Rental: _____

Purpose/Use of Ball Diamond: _____

This Agreement signed this _____ **day of** _____, **20**_____

Summer Village of Island Lake

Renter representative:

The afore stated Renter, the individual signing the Summer Village of Island Lake Ball Diamond/Park Rental Agreement, is responsible for the SVIL Ball Diamond/Park Area to ensure that all rules and regulations per this agreement are followed from the event start time to the event completion time as stated in the this Rental Agreement. This signed and dated Rental Agreement must be delivered to the Summer Village of Island Lake, Administration Office, 4915 – 50th Avenue, Bruderheim, AB, T0B 0S0, or via email at info@islandlake.ca.

Personal information is collected under the authority of Section 33 (c) of the Alberta Freedom of Information and Protection of Privacy Act (FOIPP) and will be protected under Part 2 of the FOIPP Act, Questions regarding this collection of personal information may be directed to the Summer Village of Island Lake FOIP Coordinator at (780) 237-2204.