

# Cape Fear Optimist Club

## 3222 N. Kerr Ave. Wilmington, NC 28405



### RENTAL AGREEMENT FOR CAPE FEAR OPTIMIST BALL COMPLEX

Date: \_\_\_\_\_ Legal name of individual, organization, or corporation, hereinafter referred to as "renter" that wishes to enter in to this rental agreement:

\_\_\_\_\_ for the expressed purpose of renting the Cape Fear Optimist Ball Complex, hereinafter referred to as the "Park". The Park, is the sole property of the Cape Fear Optimist Club Corporation, and is managed through the Cape Fear Optimist Club Ball Committee, its employees, representatives, contractors, and agents.

The renter may be reached through their legal representative or officer at:

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, and Zip Code: \_\_\_\_\_

Telephone: (H) \_\_\_\_\_; (W) \_\_\_\_\_; (M) \_\_\_\_\_; Fax: \_\_\_\_\_  
(including area code) (including area code) (including area code) (including area code)

### RENTER'S FIELD REQUIREMENTS

Date(s) Requested: \_\_\_\_\_ Start/End Times: Fri. \_\_\_\_\_ Sat. \_\_\_\_\_ Sun. \_\_\_\_\_

#### Field Specifications:

Field 1 - 186'-190' fence    Field 2 - 194'-204' fence    Field 3 - 181'-191' fence  
 Field 4 - 138'-155' fence    Field 5(Grass Infield) - 205'-207' fence    Field 8 - 265'-271' fence

Which fields are required? Friday: 1 2 3 4 5 8 Saturday: 1 2 3 4 5 8 Sunday: 1 2 3 4 5 8

Pitching Mound Distance: Field 1 \_\_\_\_\_ Field 2 \_\_\_\_\_ Field 3 \_\_\_\_\_ Field 4 \_\_\_\_\_ Field 5 \_\_\_\_\_ Field 8 \_\_\_\_\_

Base Lengths: Field 1 \_\_\_\_\_ Field 2 \_\_\_\_\_ Field 3 \_\_\_\_\_ Field 4 \_\_\_\_\_ Field 5 \_\_\_\_\_ Field 8 \_\_\_\_\_

Other requests: \_\_\_\_\_

- How many times would you like the fields relined during a day? Please be specific.
- Reline after \_\_\_\_\_ number of games. NOTE: Include time in your schedules for lining. On extra lining is included in your rental fee.
- Are you charging a gate fee/admission fee?    Yes    No
- Cape Fear Optimist Club will receive \_\_\_\_\_ % of the gate fee.
- Will the gate fee/admission fee be included in the participant's fees?    Yes    No
- Lined Batter's Box    Yes    No
- Lined Pitching Circle    Yes    No
- Do you want to use our scoreboards    Yes    No
- Vending apparel such as: shirts, balls, bats, equipment, glasses, etc.is permitted.
- However, no food or drink items such as: Power Bars, water, Gatorade, etc... may sold.

**The renter shall there by accept full financial responsibility and liability for any and all damage to Cape Fear Optimist property.**

#### For Office Use Only: Cape Fear Optimist Rental Rates

	Field(s)	Day(s)	Total	
Deposit Received	_____	_____	<b>\$250.00</b>	Date _____ Receipt #: _____
Per field (1-5) / per day	\$150 X _____	X _____	= \$ _____	
All 5 fields / per day	\$750 X _____	X _____	= \$ _____	
Per field (8) / per day	\$200 X _____	X _____	= \$ _____	
Total: \$ _____	Deposit \$250.00	= Final Total \$ _____		Receipt #: _____

## Rental Usage Terms and Conditions

1. The Park reserves the right to deny an application for Park rental when such use is not in the interest of the Cape Fear Optimist Club.
2. The Park reserves the right to cancel a reservation at any time if the cancellation is in the best interest of the Park. In the event the Park cancels an event for this reason, all fees will be refunded.
3. No date shall be reserved without a minimum \$250 date reservation fee. Checks should be made payable to: Cape Fear Optimist Club.
4. No renter may reserve a date more than one year in advance. The Park calendar shall be released by January 15 of the current calendar year at which time all date reservations shall become "locked in".
5. Refund Policy: If a renter cancels less than 7 calendar days 0%, 30 calendar days 50%, over 30 calendar days 75%. If a renter wants to reschedule a \$25 additional fee will be added to the original contract for each occurrence.
6. No renter may sublet or subcontract the Park to another.
7. A "day" shall consist of no more than twelve (12) hours. Should the "day" be longer than twelve (12) hours. A typical day would start with gates opening at 7 a.m. eastern time, with the first game starting no earlier than 8 a.m. eastern time. No play may continue after 11 p.m. eastern time without written permission. The gates shall be closed thirty (30) minutes after conclusion of the last game. Included in the rental agreement:
  - a. The playing fields shall be dragged, lined, and the bases will be put down before the event is scheduled to begin.
  - b. In case of inclement weather, only Park staff is allowed to work on the playing fields. "Normal and reasonable" amounts of effort and diamond drying compounds shall be used to keep the Park playable. Under circumstances where an abnormal amount of drying compounds are requested and used, the renter shall assume the additional cost of \$15 per bag of material. The final decision as to whether or not the fields are playable shall be that of the Park supervisor. The Park supervisor shall decide how long any rain delay shall last and when or if play can continue.
  - c. Usage of the lighting system shall be at the discretion of the Park supervisor.
8. All rental fees must be paid in full by the end of the scheduled event. An invoice will be provided with detailed charges by the start of the last day of the event. Checks should be made payable to: Cape Fear Optimist Club. Failure to pay all fees in full by the aforementioned deadline shall cause the renter to lose his/her deposit and be placed on the "unable to rent list" for the future.
9. If the scoreboards at Cape Fear Optimist Club Ball Complex become damaged in any way during the tournament, the renter will be assessed an additional fee of \$400 to either fix the damaged scoreboards.
10. The rental event final schedule must be available to the Ball Program Chairperson or his/her designee at least five (5) days before scheduled event is to begin, including a diamond usage chart with pitching and base distances. And a full schedule of games and a current Certificate of Liability (\$1,000,000) must be submitted.
11. Admission (gate fees) shall not be charged for umpires. Under no circumstances shall fees be charged for parking of vehicles or access to the parking lot. No vehicles shall be allowed to park inside the Park except as allowed by the Park supervisors and/or concession workers for the purpose of loading or unloading.

12. It shall be the responsibility of the renter to see that all players, on all teams shall fill out and sign an “Cape Fear Optimist Club Official Waiver & Release of Liability & Indemnification Form” before they are allowed to play their first game. This procedure validates the Park’s Field Owners Liability Plan with Cape Fear Optimist Club insurance carrier.
13. It shall be the responsibility of the renter to see that all teams shall provide a proof of insurance and a copy to the Cape Fear Optimist Club.
14. The Cape Fear Officials Association umpires have the first option to umpire all softball/baseball games scheduled at the Park. The renter must pay the Cape Fear Optimist Club Ball Program Chairperson by check for all games scheduled (except those cancelled by inclement weather) prior to the tournament event. The number of umpires per game, and the rate of pay are negotiable (within reason) and shall be settled before this agreement shall take effect.
15. A responsible adult representing the renter shall be present at the Park throughout the event.
16. The Park, as all Cape Fear Optimist Club facilities, is a “family friendly” facility. Vulgar, profane, obscene, threatening, or taunting language shall not be tolerated. Indecent conduct or attire is not acceptable. Fighting by participants or spectators will not be tolerated. Violators will be asked to leave the facilities immediately. Should the New Hanover County Sheriff’s Department be called to the Park, it is likely that someone will be arrested.
17. COUNTY OF NEWHANOVER ORDINANCES/ STATOF NORTH CAROLINA
  - a. **NCGS§ 18B-301(f)** Alcoholic Beverages and Drugs No person shall bring dangerous drugs, beer, ale or other alcoholic beverages into this park, or consume, have in possession, sell, give away or handle dangerous drugs or intoxicating alcoholic beverages in any park.
  - b. **NCGS§ 66-251** Peddling No person in any park shall exhibit, sell or offer for sale, hire, lease or let out to any person in any park, any object or merchandise, or anything whatsoever, whether corporeal or incorporeal, tickets for entertainment or other affairs of any description included, except under a permit. No person shall, for advertising or commercial purposes, take moving pictures or photographs within the limits of any park or church lot, except under a permit, or otherwise than in accordance with terms of the permit. Possession of objects or merchandise in quantities, packages or containers customarily associated with peddling shall be deemed to be prima facie evidence of exhibiting or offering for sale. Nothing contained herein shall forbid or prevent said Board in its discretion, granting concession contracts and privileges to any concessionaire or permittee on such terms and conditions as the Board may determine.
  - c. **NCGS§ 130A-491** Prohibition of Smoking in Public Places and Certain Places of Employment
    - i. Smoking shall be prohibited in any portion of buildings or enclosed facilities, whether publicly or privately owned that are open for public accommodation, including but not limited to, the following areas:
      1. (A) Auditoriums, convention centers, lecture halls, sports or entertainment arenas, including enclosed places in outdoor arenas or venues and in grandstands or other places of public gathering;
      2. Penalty
        - i Any violation of any of the provisions above shall be punishable by a fine of not more than \$300.00.
18. No outside food or drinks allowed. The Cape Fear Optimist Club has all rights to concessions. Cape Fear Optimist Club must approve all vendors selling food or other items and all vendors approved by the Cape Fear Optimist Club must satisfy all New Hanover county vendor rules and permits.
19. Teams may bring in ONE cooler for team use only.

20. Pets, except those for Americans with Disabilities, will not be allowed inside the Cape Fear Optimist Ball Complex. The Cape Fear Optimist Club prefers that spectators leave their pets at home.
21. For the safety of all, bat swinging is not allowed outside the enclosed playing fields.
22. Hitting or throwing in to the fencing material is not permitted, as this causes the fences zinc coating to fail and fall off causing premature and unnecessary wear.
23. The renter is responsible to remove excessive trash and debris from the dugouts, walkways, restrooms, tent and table areas, and parking lots. Failure to comply with this responsibility shall cause the renter to be billed for additional maintenance and possible denial of future rental opportunities.
24. The renter shall there by accept full financial responsibility and liability for any and all damage to Cape Fear Optimist Club property.
25. The renter shall indemnify, save and hold harmless the Cape Fear Optimist Club; its agents, employees, members or servants against any and all liability arising incident to the use and occupancy of said Park. Furthermore, the renter shall be liable and responsible for the conduct, actions, and injuries to the participants and spectators of this rental event.
26. This rental agreement shall be constructed and interpreted according to the laws of the State of North Carolina.
27. If any part of this agreement is held unenforceable, the rest of this agreement will nevertheless be in full force and effect.
28. Other Notes for Contract: \_\_\_\_\_

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In accepting a permit for the use of the specified field, I do willingly accept all responsibility for those under my supervision covered by this permit. I will incur no liability against the Cape Fear Optimist Club, or its staff thereof, in the event of any accident or injury.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year written above. I have read and agree to all terms and conditions stated above.

CAPE FEAR OPTIMIST CLUB  
(X) \_\_\_\_\_

RENTER  
(X) \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Club President

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Please sign and return this rental agreement along with your \$250 date reservation fee no later than 90 day prior to the event date.

(Payable to: Cape Fear Optimist Club) to:

Cape Fear Optimist  
3222 N. Kerr Ave.  
Wilmington, NC 28401  
Telephone: 910-762-7065