

**FIELD RENTAL**

This FIELD RENTAL AGREEMENT (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, by and between SMG/Ford Park & Jefferson County, TX ("Owner"), and \_\_\_\_\_, whose current address is \_\_\_\_\_ ("PARTICIPANT").

1. PARTICIPANT shall be allowed the use of **FORD FIELDS** according to the terms and conditions set forth in this Agreement. PARTICIPANT shall provide everything necessary during their rental time except those items or services herein reserved by **Owner** or made **Owner's** responsibility. No other use of the **Facility** or assignment of this Agreement shall be permitted without the express written consent of **Owner**.
2. PARTICIPANT and all participants acknowledge that the **Facility** is a **smoke free, weapons free, alcohol free and sunflower free** Facility. Participant agrees to adhere to the all SMG/Ford Park policies completely. All SMG/Ford Park, City of Beaumont & Jefferson County, Texas rules and ordinances will be strictly enforced. The Event Coordinator or Security Officer has the authority to enter on to the facility at any time for any reason and has the authority to cancel play at any time without warning.
3. PARTICIPANT agrees to pay to **Owner** for use of the fields, in advance, in the amount of **\$50.00** per practice per day and **\$60.00** per practice for Saturday. It shall be the responsibility of the PARTICIPANT to pay the field rental fee prior to team taking possession. This fee does not include any field prep other than pitching mound, if required. Should PARTICIPANT at any time have a returned check, then all future fees MUST be paid in cash.
4. This Agreement shall be in effective from **January 1, 2011** through **December 31, 2011** without further notice. The PARTICIPANT may cancel this Agreement at any time in writing with a thirty (30) day notice. **Field rentals are available from 4-6pm or 6 -8pm on Monday -Thursday.**
5. The participant agree(s) to defend, indemnify, and hold harmless SMG/Jefferson County, TX or any other corporation or entity from any claim, demand, suit, loss, cost or expense, or any damage which may be asserted, claimed or recovered against or from SMG/Jefferson County, TX by reason of any damages to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way. A current copy of the Team's Insurance shall remain on file until Agreement's expiration.
6. PARTICIPANT shall have the option to cancel practice at any time and receive a credit towards any future practice. Any continued use of the facility which results in the damage to the facility, will result in loss of monies and/or banishment from future use of fields. Should PARTICIPANT take possession of field then no credit will be issued.

**IN WITNESS WHEREOF**, the parties hereto as of the day and year first written above have duly executed this Agreement.

**SMG, as agent for** Jefferson County, Texas,  
**owner of Ford Park**

\_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: John Hughes

Printed Name: \_\_\_\_\_

Title: General Manager

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

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

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

("SMG")

("PARTICIPANT")