

INDEMNIFICATION, WAIVER, AND AGREEMENT  
PROVIDE INSURANCE:

The undersigned Lessee hereby warrants and represents that it is fully vested with all legal and/or other necessary authority to obligate, represent, and/or contract on behalf of any group of individuals, group, or organization he/she may be affiliated with who will use any Town of Benson Parks and Recreation Facilities. The undersigned, and/or the organization he/she represents hereby agrees to use any Town Property only as designated and to comply with all laws, rules, and terms of use set forth by the Town.

If Lessee's usage is for a Public Function, the Lessee shall not prohibit, dissuade, prevent, or exclude any member of the public based upon or regarding, an individual's race, color, religion, sex, age, national origin, or disability. If Lessee's use or intended use is found to be in violation of this clause, this rental agreement shall be subject to immediate termination by the Department. If Lessee's usage is for a Private Function, the lessee shall not advertise, promote, announce or open the event to the public, in any manner. If such event is determined to be open to the public, the Lessee must abide by the rules regarding a Public Function.

The undersigned, on behalf of itself and/or the organization he/she represents, does hereby indemnify and agrees to hold harmless, to the fullest extent permitted under North Carolina Law, the Town, its employees, agents or any other entity affiliated with the Town from any and all loss, whether to person or property, and furthermore forever discharges, and agrees to hold harmless the Town from any and all liability, claims, and/or demands of any nature whatsoever, whether in equity or at law, which may arise from use of Town facilities. The Lessee understands this Waiver and Release is to be broadly and liberally construed and includes, however is not limited to, release and discharge from any liability or claim Lessee may have against the Town with respect to bodily injury, death, illness, or property damage resulting from use of Town facilities. Volunteer understands that neither the Town nor the Department provides any insurance or other financial assistance in the event of an injury, illness, death, or property damage arising out of Lessee's use of Town facilities. The Lessee hereby warrants it has general liability insurance in place to cover any loss arising out of or incident to any use of Town facilities, and will provide proof of same to the Department prior to any use of Town facilities.

OTHER TERMS AND MISCELLANEOUS PROVISIONS:

The Lessee hereby covenants with the Town and Department that he/she/it will comply with all terms of use and designated rules governing Town facilities and the specific rules affecting the facility referenced hereinabove. The Lessee further warrants that it will comply with all local rules, ordinances, and laws of the Town and State of North Carolina while making any use of Town facilities.

No illegal activity will be tolerated on the leased premises; should any illegal activity be reported and is attributable to the Lessee or attendees of its event, or if illegal activity is found to be permitted by the Lessee on the leased facility, the Lessee will be in breach of this agreement and his/her/its right to use the facility will be immediately revoked.

Lessee is solely responsible for all damage or loss occurring during or arising out of the use, as set forth herein, of the leased facility whether to the Lessee, a third party, or the facility itself. Lessee is solely responsible for the behavior, omissions, negligence, or other actions of itself, its members, if applicable, and all attendees of the subject event on leased facility, as set forth herein. Lessee understands that obstreperous or boisterous behavior will not be tolerated at any leased facility.

Alcoholic beverages are not permitted on any Town property or facility. The lessee warrants to the Department and Town that no alcoholic beverages will be present at the subject event referenced above.

Lessee shall maintain the leased facility in a clean and orderly fashion at all times during the Lessee's event referenced above.

Any breach of the terms of this agreement by the Lessee shall revoke Lessee's right to use the leased facility.

IN TESTIMONY WHEREOF, the Lessee, in acceptance of the terms and conditions set forth herein, has hereunto set his/her/its hands and seals, the day and year above first written:

Individual Lessee: \_\_\_\_\_ (SEAL)  
(Signature of individual Lessee)

\_\_\_\_\_  
(Lessee printed name)

Organization/Group Lessee: \_\_\_\_\_ (SEAL)  
(Name of Organization or Group)

\_\_\_\_\_  
(Signature of authorized person)

\_\_\_\_\_  
(Authorized person printed name)

Date Signed \_\_\_\_\_

# Benson Parks & Recreation Department

## Ball Field Rental Agreement

1204 N. Johnson Street Benson, NC 27504  
Office: (919) 894-5117 Fax: (919) 894-1041  
[www.townofbenson.com](http://www.townofbenson.com)



Use of the Benson Parks & Recreation ball fields shall be governed by the following rules:

**Rentals that are 3 hours or more:**

- Any individual or group may reserve the ball field(s) and restrooms by posting a \$100.00 cash deposit to cover clean-up and/or damage to the ball field areas or to the restrooms. Said deposit shall be returned if the ball field(s) and restrooms are cleaned up and not damaged by the users and it shall not be necessary for the Town of Benson to clean up or make repairs to said areas. Deposits not picked up after 90 days will be retained by the Benson Parks and Recreation Department.
- Short term rentals and tournaments see fee schedule below:**
- The BPRD ball fields with restrooms (keys supplied) may be rented by any individual or group under the following fee schedule:  
**Tournament: \$ 150.00 per day- Includes 1 field prep and lights per field.**  
**If all four BPRD fields are rented for 2 consecutive days there will be a \$50.00 discount per day off the total rental fee.**

Resident	Field rental	Non-Resident
<i>\$10.00 per hour/\$70.00 per day</i>	<i>Field rental</i>	<i>\$15.00 per hour/\$110.00 per day</i>
<i>\$20.00 per hour</i>	<i>Use of lights</i>	<i>\$20.00 per hour</i>
<i>Softball-Baseball \$25.00 / Football \$115.00</i>	<i>Field prep</i>	<i>Softball-Baseball \$30.00 / Football \$125.00</i>

- Any group or individual renting/reserving a BPRD facility shall at no time charge admission for entrance to the grounds of the facility unless given prior written consent by PBRD Director and the designee must get approval for the sale of any goods or any type of fundraisers. If approved, all town, state and federal permits must be obtained to finalize the rental/reservation.
- In no case shall any event last longer than 11:00pm on Monday through Saturday and no longer than 9:00pm on Sunday.
- All reservations of the ball fields shall be made at least one week in advance of the time said rental is desired. The contract must be completed and the deposit and rental fee must be paid in full at the time of reservation.
- At its discretion, the Town of Benson may require that the group or individual renting the BPRD ball fields provide qualified security personnel for the time said area is rented.
- Parking is permitted in designated areas only. If any damage is done to the landscaping or property, the party listed below will be held responsible.
- Alcoholic beverages are prohibited at the ball fields and on all other Town of Benson property.
- Firearms are prohibited at the ball fields and on all other Town of Benson property.

◆ I have read the above and understand that either my organization or I will be held responsible for any damages to the BPRD ball fields and I release and agree to hold harmless the Town of Benson and its agents from any claim arising out of injury to any renter, spectator or participant. The undersigned Lessee hereby warrants and represents that it is fully vested with all legal and/or other necessary authority to obligate, represent, and/or contract on behalf of any group of individuals, group, or organization he/she may be affiliated with who will use any Town of Benson Parks and Recreation Facilities. **Renter** \_\_\_\_\_

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_ (h) \_\_\_\_\_ (Cell)

Address: \_\_\_\_\_ Number expected to attend event (participants & spectators): \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Date Needed: \_\_\_\_\_ Time \_\_\_\_\_

Field rented: CC1 CC2 Nance  
PK1 PK2 Soccer/ Football

Total Due: \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Office Use Only**

Date of Deposit: \_\_\_\_\_ Initials: \_\_\_\_\_ (staff)  
(Deposit)

Return Date: \_\_\_\_\_ Initials: \_\_\_\_\_ (staff)

Approval for the sale of any goods: \_\_\_\_\_ Initials: \_\_\_\_\_ (renter)

Fee Paid: Cash: \_\_\_\_\_ Check #: \_\_\_\_\_ CC \_\_\_\_\_

Receipt #: \_\_\_\_\_ Initial & Date: \_\_\_\_\_

**Please sign Indemnification Waiver on reverse side**

Lee St.  
Gymnasium  
Rental  
Agreement

# Benson Parks & Recreation Department

1204 N. Johnson Street- Civic Center  
P.O. Box 69

Benson, NC 27504 [www.townofbenison.com](http://www.townofbenison.com)  
Office: (919) 894-5117 Fax: (919) 894-1041



Use of the Benson Parks & Recreation Lee St. Gymnasium shall be governed by the following rules:

1. Any individual or group may reserve the Lee St. Gymnasium with a \$25.00 or \$100.00 cash deposit to cover clean-up and/or damage to the gym area or to the restrooms. Said deposit shall be returned if the gym and restrooms are cleaned up and not damaged by the users and it shall not be necessary for the Town of Benson to clean up or make repairs to said areas. Deposits not picked up after 90 days will be retained by the Benson Parks and Recreation Department.
2. The BPRD gym and restrooms may be rented by any individual or group under the following fee schedule:

**\$25.00 cash deposit rental**

The guideline for the \$25 deposit is as follows:  
1-2 hour rental for general gym use/practice. The Gym use is \$20 per hour plus deposit.  
If this is a recurring rental this deposit may be kept on file at the BPRD office.  
This deposit must be paid prior to rental and a rental agreement must be filled out at BPRD.  
If the renter wishes he/she may pick up the deposit the next business day.

**\$100.00 cash deposit rental**

The guidelines for the \$100 deposit are as follows:  
The rental is more than 2 hours long. Cost is \$20 per hour plus deposit.  
This includes practices, tournaments and gatherings such as birthday parties. **Please make sure the area is cleaned up.**  
**Please note that funds may be deducted out of the deposit if BPRD staff needs to clean gym area and restrooms.**  
The deposit may be picked up the next business day.

3. Any group or individual renting/reserving a BPRD facility shall at no time charge admission for entrance to the grounds of the facility unless given prior written consent by BPRD Director and the designee must get approval for the sale of any goods or any type of fundraisers. If approved, all town, state and federal permits must be obtained to finalize the rental/reservation.
  3. In no case shall any event last longer than 11:00pm on Monday through Saturday and no longer than 9:00pm on Sunday.
  4. All reservations of the Lee St. Gym shall be made at least one week in advance of the time said rental is desired. The contract must be completed and the deposit and rental fee must be paid in full at the time of reservation.
  5. At its discretion, the Town of Benson may require that the group or individual renting the Lee St. Gym provide qualified security personnel for the time said area is rented.
  6. Parking is permitted in designated areas only. If any damage is done to the landscaping or property, the party listed below will be held responsible.
  7. Alcoholic beverages are prohibited at the Lee St. Gym and on all other Town of Benson property.
  8. Firearms are prohibited at the Lee St. Gym and on all other Town of Benson property.
- \* I have read the above and understand that either my organization or I will be held responsible for any damages to the Lee St. Gym and I release and agree to hold harmless the Town of Benson and its agents from any claim arising out of injury to any renter, spectator or participant. The undersigned Lessee hereby warrants and represents that it is fully vested with all legal and/or other necessary authority to obligate, represent, and/or contract on behalf of any group of individuals, group, or organization he/she may be affiliated with who will use any Town of Benson Parks and Recreation Facilities. Renter \_\_\_\_\_ initials \_\_\_\_\_

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

Phone Number: (cell) \_\_\_\_\_ H \_\_\_\_\_

Address: \_\_\_\_\_

Number expected to attend event (participants & spectators): \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

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

Time: \_\_\_\_\_

Total Due: \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

<b>Office Use Only</b>	
Date of Deposit: _____	Initials: _____ (staff)
Receipt # _____	
Fee Paid: Cash: _____	Check: _____ Ck # _____
Credit Card _____	
Receipt #: _____	Initial & Date: _____
<b>Deposit Return:</b>	
Date _____	Renter _____ Staff _____