



# Penn Park OBSA Field Rental Application and Agreement

Official Board Use Only

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

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

Fee Paid: \_\_\_\_\_

Approved: \_\_\_\_ YES \_\_\_\_ NO

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

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

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

Penn Park "OBSA"  
PO Box 70  
Osceola, IN 46561  
E-mail: [obsa@att.net](mailto:obsa@att.net)  
Phone: 574-360-8064

Facility Location:  
Grand Ave behind Moran Elementary School  
Osceola, IN 46561

Name of Applicant/Organization: \_\_\_\_\_

Contact Person(s): \_\_\_\_\_

Note: you must be 21 years old or older to rent fields at this facility

IN Driver's License Number (or other form of picture ID) \_\_\_\_\_

Note: This information is confidential and will not be released to the public.

Contact Phone(s): \_\_\_\_\_

Contact Email(s): \_\_\_\_\_

Organization Email (if different from Contact E-mail) \_\_\_\_\_

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

**Rental Request:** Request to rent fields will be considered after all recreation commitments to the park have been made. Under no circumstances will a field be rented if there is a commitment to a OBSA/Penn Park team that is posted on the Master Calendar. Rental requests more than 12 months in advance are not accepted and verbal requests are not accepted. The rental agreement is not valid until the Board has approved the request and payment has been made. A signed agreement without payment is not a contractual obligation and can be denied if payment is not made within 1 week from Board approval.

Date(s) rental is needed: \_\_\_\_\_ Time(s) rental is needed: \_\_\_\_\_

Field(s) Needed:

\_\_\_\_ Field 4: Baseball: Centerfield 340'; Foul Lines 304'; Base paths 90'; Mound 60'6"

\_\_\_\_ Field 3: Baseball: Centerfield 200'; Base paths 60', 65', or 70' Mound 46' or 50'

\_\_\_\_ Field 2: Baseball/Softball: Centerfield 130'; Base paths 60'; pitching machine

\_\_\_\_ Field 1: Baseball: Centerfield 200'; Base paths 60', 65', 70'; Mound 46' or 50'

\_\_\_\_ Field 6: Softball/Baseball: Centerfield 240'; Base paths 60', 65' or 70'; Mound can be any distance

\_\_\_\_ Field 7: Softball/Baseball: Centerfield 220'; Base paths 60', 65' or 70'; Mound can be any distance

\_\_\_\_ Field 9: Softball/Baseball: Centerfield 185'; Base paths 60', 65' or 70'; Mound can be any distance

\_\_\_\_ Field 10: Softball: Centerfield 200'; Base paths 60', 65' or 70'; Mound can be any distance

**Field Rental Fees:** \$100 per field per day; includes dragging and lining for first game, if additional field maintenance is needed cost is \$150 per field per day. Field rental does not include the use of Concession / press box buildings. Separate arrangements will need to be made with the Board for such usage.

OBSA/Penn Park will make every attempt to provide Concessions at all day events whenever possible as long as the Board has the schedule at least 2 weeks in advance. Under no circumstances can renters sell food or drink(s) while renting fields as doing so is in violation of Health Code and could be subject to fines.

Rest Rooms will be available for use the entire time the fields are rented but it is the renters' responsibility to make sure that the facilities are in good working order afterwards which includes toilets are flushed and trash thrown away.

**Waiver of Fees:** the Board has the right to waive fees at the discretion of the President after renter has provided in writing to the President the reason for the Waiver.

**Refunds:** Refunds are generally not given once a signed contract is on the Calendar, however situations do arise and there is a need to cancel. The policy is as follows:

30 days or more written notice = 100% refund of rental fee

Less than 30 days notice = 50% forfeiture of rental fee

Less than 7 days notice = 100% forfeiture of rental fee

Cancellation of an event due to severe weather or some other "act of God" can be subject to a refund provided that the event has not begun and the Renter has notified the President or his/her designee and the renter has sent a follow up e-mail to OBSA@att.net. If the event has begun, but is shortened due to severe weather or some other "Act of God", then all fees apply unless ordered to shut down by Board or Emergency Services Personal to protect life or safety.

Rain-outs will be re-scheduled base on field availability but are not a guaranty.

**Schedules:** Renter shall provide a schedule of the proposed events to the Board as soon as possible with a starting time and estimated completion time. In the event the schedule changes, the Board designee should be notified as soon as possible but no later than 24 hours before the event.

**Duties of Park / Board:**

- a. Provide renter with contact person that is available for questions and issues that might arise as it pertains to the facilities on the day(s) of the rental.
- b. Maintain the facilities including cutting the grass of scheduled fields and keeping fields play ready an hour before play is scheduled to begin.
- c. Make determination if fields are eligible to play in the event of rain and/or inclement weather to prevent costly damage from occurring.
- d. Assume cost of repairs to facilities and maintenance of restrooms and other structures including but not limited to, bleachers, dugouts, press boxes, concessions stand as reasonably required by normal use.
- e. Post scheduled approved rentals on Park's calendar.

**Duties of Individual /Organization renting Facilities:**

- a. Provide written game and practice schedule in a timely manner as per rental contract deadlines for the purpose of the Park to have the rental updated on the master schedule and facilities opened if needed and previously requested. Under no circumstances can a the event be advertised without a signed and approved rental contract.
- b. Maintain the fields, dugouts, and ground outside the playing area free of paper and debris. All such paper and debris shall be placed in appropriate trash receptacles for removal.
- c. Assume the responsibility for the cost and repair of excessive damage to turf, fences, gates, backstops, batter boxes, goals, netting, equipment, and related materials resulting directly or indirectly from incorrect use. Throwing, hitting, or kicking balls into fencing or other structures' is not permitted.
- d. Assume the responsibility for the cost and repair of any damage to restroom facilities caused by misuse resulting directly or indirectly from their activities. Assume the responsibility to make sure that the restrooms get locked when their activities have completed and that all toilets flushed, and the restrooms left in presentable condition. All lights are turned off.
- e. Agree to be responsible for the secure storage, recharging, and general care of scoreboard remotes that will be stored in the concession stand or press box(es) if arrangements have been made to use.
- f. Contact the designated Park representative to confirm field closure and to arrange for all facilities to be locked up and equipment put away in the event of cancellations due to field playability or weather.
- g. Agree to only use the rented facilities and not to encroach upon other renters.

IMPROVEMENTS: At all times, Individual/Organization agree to refrain from adding materials to the playing fields without expressed consent of the Board.

ORGANIZATION RULES AND REGULATIONS GOVERNING USE: Organization represents that it currently has adopted rules and regulations regarding the use of, and personal conduct around, the fields and the facilities, and that such rules and regulations are consistent with current rules and regulations governing use of Penn Park facilities.

NO ASSIGNMENT; BINDING EFFECT; MERGER: This Agreement may not be assigned and shall be binding upon the parties and their successors. Any previous existing oral or written agreement shall be terminated as of the date of this Agreement and shall be deemed null and void and of no further force and effect whatsoever.

OBSA Penn Park reserves the right to request additional information from leagues or individuals to confirm the accuracy of all materials submitted in support of this application. By signing this application, you are confirming the information submitted is complete and accurate; you acknowledge that you may be held liable for inaccuracies that may lead to your organization being rejected or otherwise penalized. OBSA/ Penn Park does not discriminate on the basis of race, gender, age, creed, or national origin.

I, \_\_\_\_\_ have read the rules and understand that: If I fail to comply with the conditions of this Contract, the field usage may be terminated and I may be refused future use and or reservation privileges. I agree to abide by the posted rules of OBSA/Penn Park. I understand that the Rules, Regulations, Policies, and Procedures mentioned in this document are subject to interpretation by the Board and Staff of OBSA/ Penn Park. I also agree to hold OBSA/Penn Park, the Board, its staff, representative, or agents harmless from any damage, injury, or loss of property. I have read this Rental Agreement Contract and agree to all of the terms and conditions detailed herein.

\_\_\_\_\_  
Signature of Applicant / Renter

Date: \_\_\_\_/\_\_\_\_/201\_\_

\_\_\_\_\_  
Approving Official

Date: \_\_\_\_/\_\_\_\_/201\_\_

Note: Additional requested rental terms should be identified in an addendum to this Agreement.