

**RENTAL AGREEMENT FOR
"SMOKEY" JOE WILLIAMS BASEBALL FIELD**

This is an Agreement between Seguin Independent School District, herein "SISD", the City of Seguin and Seguin TCL as follows:

1. SISD/City of Seguin agrees to rent "Smokey" Joe Williams Baseball Field beginning in June 2023 thru August 2023, with the exception of July 19-27, 2023, "as is" regarding facilities. SISD/City of Seguin is not obligated to make any facility improvements. Any game(s) scheduled on July 3, 2023, must be completed and the ballfield lights turned off no later than 9:15 p.m. for the City of Seguin Fireworks Show.
2. It is agreed that Seguin TCL will comply with all laws, Federal, State and Local, including all ordinances of the City of Seguin, and all rules, regulations, and requirements of the police and fire department, and any and all requirements specifically made by the police chief and fire chief in connection with the performances to be given hereunder, and shall obey any other regulations of any municipal authority of the City of Seguin. Seguin TCL will obtain and pay for all necessary permits, licenses, taxes on tickets used in connection with the performance hereunder, and will not do or suffer to be done anything at said facilities during the term of this agreement in violation of any such laws, ordinances, rules or requirements. If such violation persists after notice is given to Seguin TCL, SISD and the City of Seguin may immediately terminate this Agreement.
3. Indemnity - The Seguin TCL shall indemnify and hold SISD and City of Seguin harmless from any and all loss, cost and expenses arising out of any suits, liability, or claim of liability, for injury or damages to persons or property sustained or claimed to have been sustained by anyone whoever by reason of the use or occupation of the facilities herein described, whether such use is authorized or not.
4. Seguin TCL agree to take no action that would in any manner deface or destroy any of the available facilities of SISD/City of Seguin, and further agrees to make full restitution or payment for any such damages which may occur as a result of the activities which take place during the time or date of rental.
5. Seguin TCL agree to conform to and abide by any and all decisions made under emergency situations by the SISD/City of Seguin person in authority at the time, and does hereby release SISD/City of Seguin, its agents, officers and employees from any and all manner of causes of action, accounts, controversies, damages, claims, and demands, in law or in equity against SISD/City of Seguin, or against any of its officers, agents, or employees, by reason of delay, or loss of or damage to equipment, or any other personal property or profit, which may accrue during any emergency or by reason of any decision made under emergency situations.
6. In the event SISD/City of Seguin, due to conditions beyond its control, should find it impossible to provide the above-named facilities as provided herein, Seguin TCL agree that SISD/City of Seguin shall be held harmless from any liability which Seguin TCL may have incurred in connection with said rental. This provision specifically refers to and includes but is not limited to facility damage caused by fire, flood, tornado, windstorm, vandalism, civil tumult, electrical or mechanical failure, or any other act over which SISD/City of Seguin has no control.
7. It is understood that the facilities are owned by the City of Seguin and that any discrimination by Seguin TCL, their agents or employees, on the basis of race, color, religion, or national origin, in the use of or admission to the facilities is prohibited.
8. Seguin TCL agrees to provide a minimum of one (1) licensed Peace Officer for security purposes and if alcohol is allowed to be brought onto and/or sold on City of Seguin property. Failure to provide adequate security will result in immediate suspension of games.

The following responsibilities will be followed by each organization; Seguin ISD, City of Seguin and Seguin TCL.

SEGUIN ISD

- Mowing the field

CITY OF SEGUIN

- Routine watering of the field
- Maintain restrooms and other facilities for needed maintenance/repairs as they arise
- Depending on availability, the Seguin Police Department Officer off-duty rate is \$45 per hour for a four (4) hour minimum for security purposes. The minimum officer(s), fee, and hourly minimum is subject to change at any time during the term of this Agreement. Failure to make proper payment upon arrival of the scheduled Officer(s) for a game will result in immediate suspension of games.

SEGUIN TCL

- Open and Lock the facility (A key will be checked out and returned at end of rental)
- Maintain concession area
- Secure/Use scoreboard area
- Turning Lights on and off
- Maintaining a clean park and restrooms including paper products (Pick up trash and secure it in trashcans provided)
- If needed, provide port-a-lets as restroom facilities onsite are limited
- Trash hauled off to dumpsters at the conclusion of each game and restrooms cleaned
- Rake and Cover home plate and pitcher's mound at the conclusion of each game
- Put out and put-up bases for each game
- Have the ability to hand-water the dirt playing surface on game day
- Dragging the fields
- Chalking/stripping the fields

The amount due and payable to SISD/City of Seguin under the terms and conditions of this Agreement made and as followed:

CITY OF SEGUIN

Facility Damage Deposit: \$250

Seguin TCL will reimburse the City for actual utility usage including Electricity, Water, and Sewer based on the utility billing for June 2023 thru August 2023, with the exception of July 19-27, 2023.

CITY OF SEGUIN POLICE DEPARTMENT (depending on availability)

Individual off-duty Seguin Police Officer(s) Rate: \$180 per game, per officer

24 games x \$180 = \$4,320, per officer

Payments to Officer(s) shall be paid upon arrival of the Officer(s) in cash or money order

The Signors of this Agreement hereby represent and warrant that he or she has full authority to execute this Agreement on behalf of the participates.

SEGUIN INDEPENDENT SCHOOL DISTRICT REPRESENTATIVE

BY: 


DATE: 1/12/23

CITY OF SEGUIN REPRESENTATIVE

BY: _____

DATE: _____

SEGUIN RIVER MONSTERS REPRESENTATIVE

BY: 

DATE: 1/14/23