# INTEGRITY PARK, INC. RENTAL AGREEMENT

This RENTAL AGREEMENT is entered into by and between integrity Park, Inc., with its Administrative office			
located at 1301 South Hv	vy 377, Argyle, Texas 76226, an	d	
		, hereinafter referred to as Renter, at	
(Street Address)			
(City)	, (County)	, (State)	

#### **ARTICLE ONE GENERAL**

- 1.1 The terms and conditions, regulations and fee schedule stated herein, or attached hereto, apply uniformly to all organizations, groups, leagues, businesses, entities, etc. seeking to utilize Integrity Park, Inc. property.
- 1.2 Pursuant to 1.1 above, Integrity Park, Inc., at its discretion, will waive a damage deposit for an organization. Integrity Park, Inc., at its discretion, may also waive the administration fee, building use fee, custodial fee, and supervisor fee. For all other renters, a refundable damage deposit of \$250.00 is required. In the case of consecutive uses (daily, weekly, bi-weekly, monthly, bimonthly, etc.) a single damage deposit of \$250.00 will be required to cover the scheduled events. If at some point in the schedule, Integrity Park, Inc. discovers damage caused by Renter, the balance of the damage deposit must be replenished to \$250.00. If there is no damage to the facility, field or equipment, the entire deposit will be returned 30 days after the last scheduled event.
- 1.3 Special or additional charges may apply when the requested use will produce a large crowd or create a need for additional Integrity Park, Inc. and/or security personnel. These additional charges are determined at the discretion of Integrity Park, Inc. on a case-by-case basis. These charges, if any, are set forth on the attached fee schedule.

### **ARTICLE TWO TERMS AND CONDITIONS**

- 2.1 If Renter desires to have concessions during an event, Renter must note this on the application form.

  Renter may be required to pay a base concession fee based on an hourly rate to be determined once the anticipated event attendance is verified.
- 2.2 Excluding high school game fields, outdoor playing fields at Integrity Park, Inc. facilities, when not in use for school related activities, are available to rent for non-school use on a first-come, firstserved basis.
- 2.3 Renter may not sublet or assign this Rental Agreement.
- 2.4 Integrity Park, Inc. reserves the right to immediately cancel this Agreement, without refunding any monies during the use period, if the conduct of Renter or anyone associated with Renter violates local, state, or federal laws, or any portion of this agreement.
- 2.5 If Renter cancels no less than 15 school days before the event, Integrity Park, Inc. will refund the Renter 70% of the fees paid. If Renter cancels no less than 10 school days before the event, Integrity

Park, Inc. will refund Renter 45% of the fees paid. If Renter cancels no less than 3 days before the event, Integrity Park, Inc. will refund Renter 10% of the fees paid.

2.6 Integrity Park, Inc. will pursue all remedies at law, including criminal prosecution, if a check is returned for insufficient funds. A \$35.00 return check fee will be assessed.

#### ARTICLE THREE INTEGRITY PARK DISCLAIMERS

- 3.1 Integrity Park, Inc. is under no obligation to maintain, repair and/or improve Integrity Park, Inc. owned property (both real and personal) for the benefit and use of Renter.
- 3.2 Integrity Park, Inc. is not responsible for the timely notification to park patrons of storms/lightning in the area. It is highly recommended that all organizations have the storm/lightening application for their smart phones and each adult responsible for children on the fields have this capability and monitor it accordingly. It is the responsibility of the adults in charge to remove the children to safety. Integrity Park, Inc. does not assume this liability. In the event of storms that affect playability of fields, the park will be closed.
- 3.3 INTEGRITY PARK, INC. MAKES NO REPRESENTATIONS REGARDING THE SAFETY AND/OR SUITABILITY OF INTEGRITY PARK PROPERTY IN RELATION TO RENTER'S INTENDED USE OF SAID PROPERTY.
- 3.4 Integrity Park, Inc. reserves the right to cancel Renter's use.

#### ARTICLE FOUR LICENSEE'S PROMISES AND REPRESENTATIONS

- 4.1 The person executing the application form and Rental Agreement on behalf of Renter is legally authorized to execute this agreement on behalf of Renter.
- 4.2 Renter accepts full responsibility for, and will reimburse Integrity Park, Inc. for, damage caused to Integrity Park, Inc. property and any property located in or on Integrity Park, Inc. property resulting from or in any way connected with Renter's use of Integrity Park property.

Initial Here	Initia	l Here	
--------------	--------	--------	--

4.3 Renter agrees to indemnify and hold harmless Integrity Park, Inc. and Liberty Christian School, its officers and employees from any claim for loss of life, bodily injury, or damage to property suffered by a participant, sponsor, spectator, visitor, or any other person that is in any way connected with Renter's use of Integrity Park, Inc. property.

I	nıtıal	Here	9

4.4 Renter shall secure and maintain, at its expense, during its use of Integrity Park, Inc. property, commercial general liability insurance with a company licensed by the State of Texas. A Certificate of Insurance shall be furnished to Integrity Park, Inc. The certificate shall show on its face the following:

#### Commercial General Liability (Occurrence Form)

General Aggregate (Other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000

Abuse & Molestation \$1,000,000

 Integrity Park, Inc. Liberty educational ministries, dba liberty Christian school, named as Additional Insured and Certificate Holder.

- Waiver of Subrogation in favor of Integrity Park, Inc, liberty educational ministries, dba liberty Christian school.
- Address 1301 South Highway 377 Argyle TX 76226

#### **Worker's Compensation and Employer's Liability**

Workers' Compensation Employer's Liability Bodily Injury by Accident Injury by Disease Bodily Injury by Disease State Statutory Limits

\$1,000,000 each accident Bodily \$1,000,000 policy limit \$1,000,000 each employee

Integrity Park, Inc., Liberty educational ministries, dba liberty Christian school. named as
 Additional Insured and Certificate Holder.
 Waiver of Subrogation in favor of Integrity
 Park, Inc, liberty educational ministries, dba liberty Christian school.

<u>Automobile Liability</u> o Integrity Park, Inc., named as Additional Insured and Certificate Holder.

o Waiver of Subrogation in favor of Integrity Park, Inc.

#### **Umbrella Liability**

Each Occurrence and Aggregate (following form coverage)

\$1,000,000

All coverages above must be placed with an insurance company with an A.M. Best rating of A or better.

<u>Please supply certificate within 20 days, prior to the scheduled event, to Integrity Park, Inc.</u>
<u>Failure to supply certificate within 20 days prior to event will result in cancellation.</u>

- 4.5 Renter accepts responsibility for overseeing and controlling participants, sponsors, spectators and visitors that are in or on Integrity Park, Inc. property as a result of or in connection with Renter's use of Integrity Park, Inc. property. The following rules must also be enforced by Renter at all times:
  - a. Smoking and the use of tobacco products, E Cigarettes, and Vaping is prohibited on Integrity Park, Inc. property.
  - b. Possession and/or use of alcoholic beverages is prohibited on Integrity Park, Inc. property.
  - c. Firearms, knives and weapons of any sort are not permitted on Integrity Park, Inc. property.
  - d. Participants, sponsors, spectators and visitors may not walk through or use any other part of a building or its grounds other than that specifically described in this agreement. The restrooms nearest the area described are also allowed with use of that facility.
  - e. No Integrity Park, Inc. displays shall be touched or moved.

- f. Equipment shall not be moved without written permission from the site you are renting. Integrity Park, Inc. personnel will return all items approved to be moved to their original location. The fee to perform this task will be calculated at the same hourly rate as the event.
- g. Renter is responsible for providing any emergency safety and health equipment necessary for event.
- 4.6 Renter agrees to pay for necessary personnel of the fire and/or police force, as required and/or recommended by the Town of Argyle or Integrity Park, Inc. to control large crowds and/or provide security. This will be determined on a case-by-case basis.
- 4.7 Renter shall be solely responsible to provide auxiliary aids and services necessary to allow the full use and enjoyment of the public facility for participants with disabilities in accordance with the Texas Human Resources Code 121.003.
- 4.8 Renter agrees to reimburse Integrity Park, Inc. for the cost of its personnel deemed by Integrity Park, Inc. as necessary to open and close a facility, clean after an event, and to be present during the activity on behalf of Integrity Park, Inc. The fee for Integrity Park, Inc. personnel is set forth on the attached Schedule of Fees. Integrity Park, Inc. has sole authority to determine how many

Integrity Park, Inc. personnel will be needed. In this connection:

- a. Integrity Park, Inc. reserves the right to seek payment from Renter if it determines that additional personnel are needed to clean up after Renter's use. If payment is not received within thirty (30) days from receipt of an Integrity Park, Inc. invoice, Renter may be banned from using Integrity Park, Inc. facilities for any purpose and Integrity Park, Inc. may retain the damage deposit and pursue its legal remedies against Renter.
- 4.9 Renter further will abide by the direction of any Integrity Park, Inc. employee assigned to facilitate the event/activity in the facility being used.
- 4.10 Renter will pay for all fees either with (1) a check, or (2) cashier's check, or (3) a money order no less than twenty (30) days before the event. The check shall be made out to Integrity Park, Inc. and in addition, a properly endorsed Insurance certificate must be submitted at this time. A reservation is automatically canceled when payment and/or Insurance is not received 20 days prior to the event, and a cancellation notice will be sent.
- 4.11 Renter shall reimburse Integrity Park, Inc. for any charges incurred as a result of a false fire and/or security alarm caused by a participant, sponsor, or spectator or any other person that is present on Integrity Park, Inc. property in connection with Renter's use of Integrity Park, Inc. property.

#### **ARTICLE FIVE GENERAL USE REGULATIONS**

5.1 Renter agrees that its meetings, events or activities held on Integrity Park, Inc. property shall not: a. Conflict with Integrity Park, Inc.'s Christian beliefs and Mission Statement, or advance any doctrine or theory that threatens destruction of Integrity Park, Inc. property or disruption of Integrity Park, Inc. functions.

- b. Advocate the use of violence to promote social or political change.
- c. Present lectures, musicals, or productions of any kinds that, in the judgment of Integrity Park, Inc. or designee, violate the local community's sense of decency.
- 5.2 Renter's decorations shall be made of fireproof materials in compliance with state and local ordinances. Decorations shall not damage the facility in any manner and shall be completely removed by Renter at the end of the event. Candles, fireworks, fog machines, or any kind of items that make sparks or smoke are strictly prohibited and are not to be used. The use of Integrity Park, Inc. ladders or lifts is **not** permitted. The operation of any park equipment is prohibited without express written consent by park manager and identified in this agreement.
- 5.3 Use of any Integrity Park, Inc. facility (buildings, practice fields, etc.) requires adult supervision. Renter shall provide one adult, 21 years older, for each 35 people participating in the event/activity and one adult for each 100 spectators.

# THE FOLLOWING ITEMS ARE NOT PERMITTED INSIDE INTEGRITY PARK:

- 1. ANIMALS
- 2. SMOKING/VAPING
- 3. TOBACCO PRODUCTS
- 4. SKATEBOARDS/SCOOTERS/HOVERBOADS/ROLLER BLADES/BICYCLES
- 5. GOLF CARTS

I have read, understand and ag	ree with the Integrity Park Rules listed
above. Initial Here	

<sup>\*</sup>Please pass this list on to coaches and parents.

# ARTICLE SIX GOOD FAITH ESTIMATE OF FEES

# **Athletic Fields**

# Unit

Atmetic ricius	O i iii	
Softball Field (1 hr. min)		
Practice- no lights	\$55/hr.	
Practice- with lights	\$75/hr.	
Game- no lights	\$75/hr.	
Game- with lights	\$115/hr.	
Scoreboard (Tech Required)	\$50/Event	
Baseball Field (1 hr. min)		
Practice- no lights	\$55/hr.	
Practice- with lights	\$75/hr.	
Game- no lights	\$75/hr.	
Game- with lights	\$115/hr.	
Scoreboard (Tech Required)	50/Event	
Soccer Field (grass) (1 hr. min)		
Practice- no lights	\$55/hr.	
Practice- with lights	\$75/hr.	

I have read, understand and agree with the Integrity Park Rental Rates			
listed above. Initial Here			
I have read, understand and agree with the Integrity P uphold all of its requirements as stated herein or attac		. ,	
* Rental Agreement is good for 1 year after sign date.			
Executed this day of,  Date Month	Year	·	
Renter's Authorized Agent (please print)		Title	
Renter's Authorized Agent – Signature			
Integrity Park, Inc. Authorized Agent (please print)		Title	

Integrity Park, Inc. Authorized Agent – Signature