



Broken Arrow Soccer Club

P.O. Box 872, Broken Arrow, Oklahoma 74013
918-258-5770

Brief Summary of understanding for 3rd party rental

I understand

- ☐ 3rd party rental requests are for league games, tournament games, or scrimmages only. Usage for special training or for practicing is not allowed. Usage may be considered in collaboration with the State Association, USYS, or programs for the development of soccer in the community.
- ☐ A tournament is defined as utilizing 20 or more fields with multiple games on each field per day of rental.
- ☐ 3rd party rental requests are for 5 or more league games, or scrimmages only. Rentals for less than 5 league games or scrimmages will not be accepted.
- ☐ 3rd party rental requests for tournaments of less than 20 or more fields holding multiple tournament games per field each day of rental will not be accepted.
- ☐ All 3rd party rental for league games, tournament games & scrimmages must have a currently licensed and uniformed referee on each match or scrimmage.
- ☐ Rental requests and documentation must be submitted no less than 21 days from the event, or as approved by the BASC Games Commissioner.
- ☐ Payment, insurance and all required documents must be submitted after approval of this request and no later than 14 days from the event.
- ☐ All 3rd party rentals must be scheduled for play within 6 months of the request.
- ☐ No food or merchandise vending is allowed at ISSC for 3rd party rentals. All vending requests should be directed to Broken Arrow Soccer Club.
- ☐ All payment information, requirements, terms and conditions are listed on pages 2 through 5 of this agreement.
- ☐ No alcoholic beverages may be brought or consumed during any event at ISSC pursuant to the City of Broken Arrow code of ordinances, chapter 4 – alcoholic beverages.
- ☐ Tournament games will require a \$500 field damage fee if there is 1 inch or more of rain within 24 hours prior to or within the duration of the tournament.



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**BROKEN ARROW SOCCER CLUB • INDIAN SPRINGS SPORTS COMPLEX
SOCCER FACILITY USE AND RELEASE OF LIABILITY AGREEMENT**

I affirm that this 3rd party rental agreement is for league games, tournament games, or scrimmages only. Usage for special training or for practicing is not allowed. Usage may be considered in collaboration with the State Association, USYS, or programs for the development of soccer in the community.

Rentals for league games or scrimmages must be for a minimum of 5 league games or scrimmages per request, or as approved by the BASC Games Commissioner. Tournament rentals consist of no less than 20 or more fields holding multiple tournament games per field each day of the rental. All league games, tournament games and scrimmages must have a currently licensed and uniformed referee on every match. Tournament games will require a \$500 field damage fee if there is 1 inch or more of rain within 24 hours prior to or within the duration of the tournament.

Rental agreements and documentation must be submitted to the BASC office no less than 21 days from the requested dates, or as approved by the BASC Games Commissioner. Rentals must be scheduled for play within 6 months of the event. Payment, insurance and all required documentation must be submitted after USER receives approval of this 3rd party rental request and no later than 14 days from the event.

This agreement is entered by and between the Broken Arrow Soccer Club, hereafter BASC, and _____ (*Name, Title*), hereafter USER. USER acknowledges that BASC has been granted permission to manage the use of the Indian Springs Sports Complex Soccer Facilities, hereafter PREMISES, by the City of Broken Arrow, hereafter CITY.

BASC hereby agrees to allow USER to utilize the PREMISES as detailed below for the following date/s and time/s only. (Please provide specific dates & times of event):

Rental dates & times for each game (BE SPECIFIC): _____

Description of PREMISES to be used: Number of fields, types of fields (grass and/or turf) and/or restrooms. (Please provide specific information to be utilized for your event and whether the need for restrooms is applicable):

Grass or turf fields? How many fields? Do you need lights? Do you need restrooms? _____

USER's Paying Party is defined as the person or entity providing payment for the use of PREMISES. For organizations or individuals (i.e. clubs, schools, community organizations) the Paying Party shall be the organization and the signatory of this agreement must provide written authorization from the organization stating his/her authority to enter into agreements. Individuals must provide proof of direct relationship (i.e. immediate family

member) to a participant in the game. *Payment must be made in full no later than 14 days from the rental event.* Payments shall be in the form of cash presented in person at the BASC office at 13600 S. 145th E. Avenue, Broken Arrow or credit card payment made at the BASC office. *A credit card processing fee will be charged for any card payments made.*

USER agrees not to interfere with others' scheduled utilization of the PREMISES.

USER agrees to abide by the BASC Standing Resolution policy that "Warm up in the goal area(s) are not permitted. Sanctions may be applied to the USER found to be allowing any activity in the penalty/goal areas prior to the game, during halftime or following a Game." A fine of \$75 per team per offense will be issued.

USER agrees to abide by the BASC Turf Field Policy which states that food and drink on the turf surfaces shall be limited to water only. Signage expressing such shall be maintained in areas around and leading to the turf fields. Violation of the policy by players, team officials or associated spectators will result in a fine of \$100, payable by the associated team. Failure to pay turf field violation fines or repeated violations may result in forfeiture of turf field use privileges as decided by the BASC Executive Board.

USER agrees that there shall be no movement of any turf field goals or weighted bags on turf surfaces. Movement of turf field goals or weighted bags shall be performed only by persons expressly authorized by BASC. Any turf field goals not in use shall be moved to the designated storage area and secured in a safe manner only by persons expressly authorized by BASC. Violation of this policy by players, team officials or associated spectators may result in a fine of \$100, payable by the associated team. Failure to pay turf field violation fines or repeated violations may result in forfeiture of turf field use privileges as decided by the BASC Executive Board.

USER agrees that if turf field corner flags are requested, it will be the responsibility of BASC to add, move or remove the corner flag base and flags from turf fields. Violation of this policy by players, team officials or associated spectators may result in a fine of \$50 and to pay the cost to replace or repair any corner flags/bases that are lost/stolen/damaged during field usage. Failure to pay turf field violation fines, repairs or replacement of corner flags/bases or repeated violations may result in forfeiture of turf field use privileges as decided by the BASC Executive Board.

USER agrees that in case of inclement weather on or before the day of the event, BASC may choose to close Indian Springs Soccer Complex for any and all games played on the reserved date depending on field conditions, which will be determined by BASC. BASC will make contact via email or phone call to advise of any or all Indian Springs Soccer Complex field closures.

USER agrees that tournament games will require a \$500 field damage fee if there is 1 inch or more of rain within 24 hours prior to or within the duration of the tournament.

USER agrees that no other events other than the agreed upon games will be held at Indian Springs Soccer Complex. Restrictions of only spectators and players of the agreed upon games at Indian Springs Soccer Complex.

USER agrees to pay a \$250 trash bond to ensure that all trash from USER is placed in appropriate trash receptacles after each game for each field used. BASC will use the money from the trash bond to pay to have trash picked up and put in appropriate receptacles if this is not done by USER. If all trash is picked up at the end of scheduled games by USER, the trash bond will be returned to USER or destroyed at USER request.

After use of the PREMISES, USER shall ensure that all trash or refuse produced during the event is deposited into trash receptacles or dumpsters, supplied by BASC. Any bagged trash which will not fit into the supplied dumpster must be hauled away from the PREMESIS at the USER's expense at the end of the EVENT. If bagged trash is not placed in the supplied dumpster, BASC will use the trash deposit to pay for removal of the trash.

USER shall exit the PREMISES no later than the expiration of the scheduled time slot.

USER agrees to check the soccer goals before the start of each game to ensure they are properly anchored to the ground with stakes on the grass fields and weighted bags on the turf fields. USER agrees to never allow anyone to climb, swing, play or hang on goals. USER agrees to never move any goals at ISSC.

BASC and CITY retain the right to enter any portion of the PREMISES at any and all times.

USER shall obey all City of Broken Arrow Ordinances and Parks and Recreation Department rules. Any violations of

these rules may result in the immediate termination of this agreement.

USER agrees to take all reasonable precautions to prevent waste, damage or injury to the PREMISES. USER shall promptly reimburse CITY for the cost of parts and labor for any replacement or repair required on the PREMISES as a result of USER'S activities.

The PREMISES, which is the subject of this Agreement, shall remain the property of the City. Such property and any appurtenances thereto cannot be modified or destroyed or altered without the prior, express, written permission of the Parks Director. Neither may additional appurtenances be built by the USER, without the prior, express, written permission of the Parks Director. Any additions or modifications approved by the City shall become the property of the City upon termination of this agreement unless the City gives express, written permission for the removal of the improvements, in which case, USER shall remove the improvements in a manner approved by the City, and restore remaining City land and improvements to a condition comparable to the condition which existed prior to the removal. BASC and CITY makes no representations or warranties, express or implied, as to the condition of the PREMISES. USER shall inspect the PREMISES immediately prior to and after each use and shall immediately notify BASC of any damages or of any repairs, which may be required. In the event that any defect may threaten the safety and welfare of USER or the general public, USER shall not allow individuals to utilize the PREMISES until the defective portion of the PREMISES has been repaired or replaced.

As partial consideration for this Agreement, USER agrees to indemnify, defend (at CITY'S option), and hold harmless BASC and CITY, its employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens judgments, cost, expenses, suits, actions, or proceedings, reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of USER, USER'S guests, invitees, employees, agents, and volunteers, including but not limited to permitted and non-permitted uses of the PREMISES and any injury or damage that occurs on or about the PREMISES. Only BASC or the CITY'S authorized personnel shall move or remove, place or replace position or reposition any of the BASC or the CITY'S equipment located on or upon the PREMISES.

Without limiting BASC'S or CITY'S right to indemnification, USER shall obtain General Liability Insurance covering all premises and operations including, but not limited to one hundred percent (100%) of the replacement cost of the total values of the leased property, with an applicable limit of liability not less than One Million Dollars (\$1,000,000.00) per claimant, One Million Dollars (\$1,000,000.00) aggregate. **USER shall include the BASC and CITY, its officials, representatives, agents and employees as Additional Insured with insurers that carry a Best's "A" or equivalent rating and which are licensed and admitted to write insurance business in Oklahoma.**

Individuals must comply with the above or provide proof of equivalent coverage as provided for by another individual or organization in the form of an official letter stating such and a copy of the insurance certificate listing the BASC and CITY, its officials, representatives, agents and employees as Additional Insured.

USER shall deliver to BASC an insurance certificate confirming the existence of the insurance required by this Agreement at the time of submission of this agreement and *no later than 2 (two) weeks* prior to the scheduled use. Failure to provide required insurance will result in the cancellation of this Agreement and the forfeiture of USER'S prepayment.

Such indemnification hold harmless and defense obligation shall exclude only such liability actions as arise directly out of the sole negligence or willful misconduct of the BASC or CITY and in accordance with the terms, conditions and exceptions in the Governmental Tort Claims Act. The indemnification and defense obligations set forth herein shall survive the termination of this Agreement.

USER understands that there are risks and dangers involved in recreational activities, and agrees, on behalf of USER, USER'S guest, invitees, employees, agents, and volunteers, and their respective family and heirs, to accept these risks knowingly and voluntarily, and waives any and all claims, causes of action, or damages of any kind or nature, including but not limited to any foreseen or unforeseen personal injury (including death), property damages or other losses or damages, against BASC or CITY which may arise out of or in connection with any aspect of USER'S activities under this Agreement. I understand that the BASC and CITY will rely on this statement, that the terms of this agreement are contractual in nature, and are specifically designed to protect the BASC and CITY.

USER understands that any acts of violence, and as pursuant to the City of Broken Arrow code of ordinances, chapter 16:3 – assault and battery, caused by the USER, USER'S guest, invitees, employees, agents, and volunteers, and

their respective family and heirs, will cause this Agreement to be revoked and nullified immediately, and that the Broken Arrow Police Department and the CITY will be contacted.

USER shall promptly notify BASC and CITY of any serious injuries (all injuries which require medical treatment).

User agrees that no alcoholic beverages may be brought or consumed during any event at ISSC pursuant to the City of Broken Arrow code of ordinances, chapter 4 – alcoholic beverages.

No food or merchandise vending is allowed at ISSC for 3rd party rentals. All vending requests should be directed to Broken Arrow Soccer Club.

No reservations shall be made until this agreement has been approved by BASC. Payment, insurance and required documents must be supplied to BASC and rental paid in full no later than 14 days from the event.

Name & Title of Renter (Print)

Signature of Renter

Mailing address of renter or business

Phone number of renter or business

Accepted by BASC Name & Title

Date

EMAIL COMPLETED FORM TO INFO@BASOCCER.CLUB

3RD PARTY RENTAL ITEMIZATION RATES

City of Broken Arrow Resident Prices. A utility bill or driver's license proving residency shall be provided.

\$ 45 - Per game field usage for a grass field (up to a 90 minute time slot or as applicable for the age group)

\$145 – Per game field usage for a turf field (up to a 90 minute time slot or as applicable for the age group)

\$ 20 - Per day use of corner flags

\$ 35 - Per day use of restrooms for the complex which games are held

\$ 35 - Per day use of lights as required

\$250 - Per event or field rental Trash Bond

\$500 – Per tournament rental will require a \$500 field damage fee if there is 1 inch or more of rain within 24 hours prior to or within the duration of the tournament.

Non-Resident Prices:

\$ 65 - Per game field usage for a grass field (up to a 90 minute time slot or as applicable for the age group)

\$165 – Per game field usage for a turf field (up to a 90 minute time slot or as applicable for the age group)

\$ 20 - Per day use of corner flags

\$ 35 - Per day use of restrooms for the complex which games are held

\$ 35 - Per day use of lights as required

\$250 - Per event or field rental Trash Bond

\$500 – Per tournament rental will require a \$500 field damage fee if there is 1 inch or more of rain within 24 hours prior to or within the duration of the tournament.

Restroom Rental Only:

In Season:

Groups up to 50 people, \$100; groups of 51 to 100 people, \$175.

Out of Season:

Groups up to 50 people, \$200; groups of 51 to 100 people, \$350.

Tournament Rates:

Please call the BASC office for negotiated fees

***BASC USE ONLY**

Rental application received. *Date:* _____ *Received by:* _____

Rental payment received. *Date:* _____ *Received by:* _____

Verification of funds. *Date:* _____ *Verified by:* _____

Trash deposit received. *Date:* _____ *Received by:* _____

Proof of insurance received. *Date:* _____ *Received by:* _____

Verification of insurance: *Date:* _____ *Verified by:* _____

Proof of residency received. *Date:* _____ *Received by:* _____

Turf Field Policy acknowledgement received: *Date:* _____ *Received by:* _____