



By reserving the Field, paying for use of the Field, and/or by using the Field for any reason, the Lessee hereby agrees to the terms and conditions set forth in this document, as well as the Rules and Regulations addendum.

1. **LEASE OF FACILITY.** WCC hereby leases to the Lessee and the Lessee hereby leases from WCC, said Field(s) for activity and according to the terms and conditions specified.
2. **RENTAL.** WCC leases the Field to the Lessee only for the rental stated/described below.
3. **LEASED PREMISES.** The Lessee may occupy the above stated/described Field(s) for the said Rental. WCC reserves the right to cancel, reschedule, or revoke Lessee's reservation for any reason. This will be a rare, but possible situation.
4. **RENTS AND OTHER FEES.** Occupancy of the Leased Field, the Lessee shall pay WCC the stated amount(s).
5. **FEES.**
  - a. The rental amount of \$40 per month, or \$10 per rental on an as-needed basis granted by WCC, which Lessee agrees constitutes a non-refundable deposit to lease the Ball Field at WCC.
  - b. These rental fees go to help maintain the fields which include; irrigation, mowing, infield dragging, seed, fertilizer, portable restroom, dugouts, bases, etc.
6. **PERMITS AND NOTICES.** All permits and notices to WCC regarding the Agreement shall be directed to: Wentzville Christian Church, 1507 Hwy. Z, Wentzville, MO 63385, 636-327-6622. The Lessee may designate by written statement an alternate contact person having the authority to make all decisions on behalf of Lessee regarding this Agreement.
7. **COMPLIANCE WITH LAWS AND FACILITY RULES.** The Lessee and Lessee's guests shall at all times maintain proper conduct and decorum and shall comply with all laws, ordinances, rules, and regulations of all government bodies having the authority of WCC. Additionally, Lessee acknowledges receipt of WCC Rules and Regulations (the "WCC Rules"), attached as Exhibit A. The Lessee shall reimburse WCC for all damage to the field(s) and property arising from the Rental caused by Lessee or by the Lessee's guests, employees, agents or affiliated persons, ordinary wear and tear expected.
8. **LESSEE'S RELEASE AND HOLD HARMLESS.** In consideration of being permitted to rent the Field(s) for the Rental, the Lessee agrees as follows:
  - a. "No liability either express or implied, will be incurred by Wentzville Christian Church, its agents, servants, and employees, arising out of the use of the premises by lessee, its agents, servants, employees, assigns, successors, invitees and licensees, during the rental specified above. Lessee agrees to indemnify and save harmless Wentzville Christian Church, its agents, servants, employees, from



and against any and all liability for damages arising from injuries to persons or damage to property occasioned by any negligent acts or other omissions of Lessee, its agents, servants or employees, including any and all expense, legal or otherwise, which may be incurred by Wentzville Christian Church or its agents, servants or employees, in defense of any claim, action or suit, irrespective of any claim that an act, omission or negligence of Wentzville Christian Church or its agents, servants or employees contributed to such injury or damage.”

9. **INSURANCE.** A certificate of insurance naming Wentzville Christian Church as an additional insured may be required.
10. **LESSEE’S REPRESENTATIONS.** If participants of Lessees’ program, the Lessee represents and warrants to WCC that this Agent has full right, power and authority to execute this Agreement on behalf of the Lessee.
11. **MISCELLANEOUS.** This Agreement constitutes the entire Agreement between the parties, may be modified only by written agreement of the parties, and shall be governed by the laws of the State of Missouri.



## **BALL FIELD RULES/REGULATIONS**

### **1. RESERVATIONS/PERMIT:**

- a. Information regarding rental of fields at WCC may be obtained by visiting [www.wentzvillecc.org](http://www.wentzvillecc.org) or contacting WCC during regular business hours.
- b. Field usage is by permit/schedule only, unless otherwise designated by WCC. Usage of the field during non-reserved times may lead to refusal of usage and possible trespass charges.
- c. Reservation times are as follows:
  - i. Sundays: 12:30-2pm, 2-3:30pm, 3:30-5pm, 5-6:30pm, 6:30-8pm
  - ii. Mondays - Fridays: 3:30-5pm, 5-6:30pm, 6:30-8pm
  - iii. Saturdays: 8-9:30am, 9:30-11am, 11am-12:30pm, 12:30-2pm, 2-3:30pm, 3:30-5pm, 5-6:30pm, 6:30-8pm
- d. Reservations for field from coaches, parents and participants of the program must be made ONLINE and not through the church office. Teams are required to get pre-approval from WCC for the usage of Field. To reserve field, there must be ten (10) days' notice. Sometimes it is possible to accommodate individuals or groups in less time but the best results will be with reservations requested a minimum of ten (10) days prior to the desired date(s) and time(s).
- e. The permit and the responsible party person(s) 21 years of age or older, who officially rented the field(s) must be on-site when the field(s) is/are being used. Failure to comply could result in the forfeitures of the permit.
- f. Wentzville Christian Church reserves the right to cancel, reschedule, or revoke Lessee's reservation for any reason. This will be a rare, but possible situation. WCC may add block out dates for church-related functions. If a block out happens on your assigned time, you may ask the WCC office for an alternate practice time.
- g. NO REFUNDS will be given in the event of weather, cancelation, emergencies, etc. A credit may be issued for future rentals if approved by WCC.

### **2. USAGE:**

- a. Wentzville Christian Church through its representatives, agents, and employees, reserves the right to control all activities at WCC and to eject any person(s) who is objectionable and causes disfavor to the rules and regulations.
- b. Lessee, its agents, servants, employees, assigns, successors, invitees, and licenses at all times agree to fully abide by WCC rules and regulations. The Lessee, its agents, servants, employees, assigns, successors, invitees, and licensees, agree to



abide by all federal, state, county and municipal laws and ordinances. Lessee is responsible to see all activities are properly controlled, all rules are enforced.

- c. No alcohol or illegal drugs are to be consumed or allowed on the church property.
- d. No private property may be placed or left on WCC property without the expressed written consent of WCC. WCC will not assume any responsibility for any private property that may be approved for placement.
- e. In the event of inclement weather/wet field conditions, the decision to cancel the use of the field shall be at the sole discretion of Wentzville Christian Church.
- f. WCC is responsible for the preparation of the game field (drag, weed, etc.). Teams must get prior approval from WCC before applying any kind of drying agent, turface, etc. on the field. Teams are not allowed to use any personal equipment to drag, work, alter, or change field conditions. Any work done to the field and property must be done by WCC. Individuals may receive written approval to work on the field from WCC.
- g. No person shall carry or have in his/her possession any firearm, air pistol, air rifle, bow and arrow or any other instrument capable of launching or firing any projectile or noxious substance, whether propelled by gunpowder, gas, air, spring or any other means, while within the premises of WCC.
- h. No person shall enter an area or roadway at WCC closed to public access, unless authorized by the City.
- i. No person shall drive a motor vehicle on a driveway/parking lot located at WCC at any speed over ten (10) miles per hour.
- j. No person at WCC shall drive any vehicle on any area except the paved roads or parking areas provided for that purpose, or such other areas as may on occasion be specifically designated as temporary parking areas by WCC. No person at WCC shall park a vehicle in other than an established or designated parking area, and such use shall be in accordance with the posted directions there at and with the instructions of any attendant who may be present.
- k. All WCC policies are subject to the discretion of WCC. WCC reserves the right to modify or waive any policy as it deems necessary and in the best interest of WCC.
- l. Failure to comply with WCC rules and regulations may result in the cancellation of reservation(s) and forfeiture of the right to use the WCC field(s) in the future. Permits are revocable at any time for violation of rules, ordinances, federal, state, county or local laws.

**3. LIABILITY/INSURANCE:**



- a. WCC will not be liable for any claims for injury of damages resulting from or arising out of the use of WCC or premises adjacent thereto and the Lessee agrees to indemnify WCC and hold it harmless against any and all such claims, damages, losses and expenses.
- b. If requested by WCC, Lessee shall carry the following standard insurance policies along with their respective minimum coverage amounts required:
  - i. Commercial General Liability Policy: General aggregate of \$2,500,000 and minimum of \$350,000 per occurrence. Coverage shall be at least as broad as the most current ISO CG form (as of the writing of this from ISO CG 00 0196). No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and accepted by the City.
  - ii. The following are general requirements, which are applicable to all policies: General liability shall be written by a carrier with an AM Best Rating of A:VII or higher in accordance with the Best Key Rating Guide. Only insurance carriers licensed and admitted to do business in the State of Missouri will be accepted. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only. Claims-made policies will not be accepted. WCC, its officials, agents, servants, representatives, volunteers, sub-contractors, and employees, are to be added as "Additional Insured" to the General Liability Policy. The coverage shall contain no special limitation on the scope of protection afforded to WCC, its officials, agents, servants, representatives, volunteers, subcontractors and employees. Certified copies of all insurance policies and/or certificates of insurance shall be furnished to WCC without cost to WCC prior to the scheduled complex usage upon request.