

# FIELD RENTAL POLICIES

## LAFRENIERE PARK SOCCER COMPLEX

LOUISIANA FIRE SOCCER CLUB (“Louisiana Fire”), through its Cooperative Endeavor Agreement with the Parish of Jefferson, shall conduct soccer programs at Lafreniere Park and is responsible for the maintenance of the Lafreniere Park Soccer Fields. Louisiana Fire may rent the fields to third parties in order to defray expenses related to the operation of a quality soccer program and the maintenance of the Lafreniere Park Soccer Fields.

The rental rates for the Lafreniere Park Soccer Fields, grass fields 1 through 6 and turf fields 7 & 8, are shown in Figure 1, attached hereto. Louisiana Fire is responsible for the following: scheduling rental activities, collecting rental fee payments, monitoring the condition and use of fields, designating fields as useable or not useable, and coordinating with Lafreniere Park Security to prevent unauthorized field use and enforcement of Lafreniere Park Rental Policies. To rent any of the soccer fields, prospective Renters must contact Louisiana Fire about field availability and deliver to Louisiana Fire all required payments and certificates. Louisiana Fire can be contacted through its representative as described below.

Louisiana Fire Soccer Club  
Field Assigner  
1918 18<sup>th</sup>St.  
Kenner, LA 70062

Telephone:(504) 465-8224  
Fax:(504) 465-8442  
E-mail: [fields@lafiresoccer.com](mailto:fields@lafiresoccer.com)  
Internet: [www.lafiresoccer.com](http://www.lafiresoccer.com)

### Field Reservations.

To reserve a field for an event (a single practice session, game or multiple games), one must first contact Louisiana Fire to inquire about field availability. To make a tentative field reservation, a prospective renter must provide Louisiana Fire with the following five (5) items.

- A completed Field Reservation Application Form (See attachment hereto).
- A payment to Louisiana Fire Soccer Club of the total field rental fee(s) (not including other charges).
- A certificate of insurance naming Lafreniere Park, Jefferson Parish, and Louisiana Fire Soccer Club as additional insured.
- A completed ScheduleRequest.xlsx emailed to [fields@lafiresoccer.com](mailto:fields@lafiresoccer.com) (Exhibit 1, Schedule B regarding long-term seasonal rentals).
- A completed on-line inventory request form with Louisiana Fire.

A reservation is considered “tentative” upon receipt and acceptance of the above four items. It becomes a confirmed reservation upon payment of the balance of all fees. A confirmation of a facility reservation and a “Paid Receipt” will be sent to the prospective renter upon the payment, in full, of all rental fees.

### Rental Fees.

Fields are rented in two (2) hour blocks only at the following start times: 8am, 10am, 12pm, 2pm, 4pm, 6pm, and 8pm. See Exhibit 1, Schedule A attached hereto that sets forth two (2) hour block times for a one-time field rental. See Exhibit 1, Schedule B attached hereto that sets forth a discounted seasonal field rental of more than four (4) weeks.

A \$300.00 refundable security deposit is required for rental of Turf 7 and Turf 8.

Rental fees (including the security deposit, if applicable) must be paid to Louisiana Fire at least ten (10) days before the date of the field rental. Reservations will be automatically canceled if Louisiana Fire does not receive payment by ten (10) days before the first scheduled rental time.

Renters will receive a "Paid Receipt" upon full payment of all rental fees. The receipt for each specific rental period must be at the field and available for display during that rental period.

## **Refunds.**

The total field rental fees paid (excluding a \$50 administrative fee) will be refunded only if the prospective renter notifies the Louisiana Fire, in writing, of cancellation at least ten (10) days before the first scheduled event or if the prospective renter is denied field usage due to field conditions or other circumstances dictated by Louisiana Fire and field usage cannot be made up. Seasonal rentals are for a fixed amount, and **no refunds are given for seasonal rentals** unless the entire seasonal term is cancelled at least ten (10) days before the start of the seasonal rental. There are no refunds for misconduct that results in cancellation or eviction from the fields.

## **Admission Charges.**

Upon request by a renter, and subject to prior approval by Lafreniere Park, Jefferson Parish, and Louisiana Fire, access to the Lafreniere Park Soccer Complex may be controlled through the collection of a charge for admission by personnel provided by the renter, subject to the direction and control of Lafreniere Park, Jefferson Parish, and/or Louisiana Fire. A fee for a Lafreniere Park and/or a Jefferson Parish Sheriff's security detail will be applicable to any such event. Free access must be permitted at all times to Lafreniere Park personnel and to Louisiana Fire personnel, players, and parents. Contact Louisiana Fire for more details.

If an admission fee is charged, then:

- Prior notice must be given to Lafreniere Park and Louisiana Fire to allow for scheduling a Lafreniere Park and a Jefferson Parish Sheriff's security detail.
- Individuals collecting at the gate must check in with Louisiana Fire and wear a vest or other suitable means of identification to be worn while collecting funds.
- Collections may be made only during the one (1) hour period starting thirty (30) minutes before event time and only when a Lafreniere Park and/or a Jefferson Parish Sheriff's security detail will be present.

## **Gate Collections.**

A renter who intends to charge admission for games or other events must pay rental fees for all fields plus all other applicable fees. The renter will keep all gate receipts.

## **No Outside Food and Beverages.**

Sale of food and beverages at the fields is not allowed without the prior express written consent of Lafreniere Park.

## **On-Line Inventory Request Form.**

The renter shall complete an on-line inventory request form with Louisiana Fire regarding any and all rentals.

## Field Rental Agreement

I, the undersigned applicant renter (“Renter”), wish to rent soccer field facilities in the Lafreniere Park Soccer Complex and agree to the following terms and conditions of this Field Rental Agreement (“Agreement”):

- 1. Fees and Other Charges.** Renter will pay the field rental fees and all other applicable charges provided for in this Agreement.
- 2. Payments.** Renter will deliver all payments and deposits to Louisiana Fire pursuant to the Field Rental Policies provided to Renter. Renter will deliver payment to cover the rental fee in full. The security deposit will be delivered with the rental fee payment, if applicable.
- 3. Cancellation and Refunds.** Renter may cancel the entire reservation and receive a refund equal to the entire rental fees paid (minus a \$50 administrative fee); however, cancellation must be made by written notice received by Louisiana Fire at least ten (10) days before the first intended use of the field. There are no refunds for seasonal rentals unless the entire seasonal rental is cancelled at least ten (10) days before the start of the seasonal rental.
- 4. Certificate of Insurance.** Renter must deliver a certificate of insurance to Louisiana Fire, with said insurance naming Lafreniere Park, Jefferson Parish, and Louisiana Fire Soccer Club as additional insureds with limits of at least \$1,000,000.
- 5. No Outside Food or Beverages.** The sale of outside food and/or beverages is not allowed on Lafreniere Park’s and/or Jefferson Parish’s premises without the prior express written consent of Lafreniere Park and/or Jefferson Parish, as applicable.
- 6. Condition of Fields and Facilities.** Renter agrees to be responsible for not damaging the condition of the fields and for cleaning up the fields after use. Renter agrees to leave the rented facilities in the condition in which they were provided.
- 7. Turf 7 and Tur 8 Policies.** Renter agrees to obey the rules and restrictions for Turf 7 and Turf 8, and Renter will be held liable for any damages assessed during Renter’s use thereof. Any rules violations by Renter shall result in the forfeiture of Renter’s security deposit in addition to, and not in lieu of, any damages to which Lafreniere Park and/or Jefferson Parish are entitled.
- 8. Conduct.** Disorderly conduct of any type (*e.g.*, fighting, arguing, or any other behavior deemed inappropriate by Lafreniere Park, Jefferson Parish, or Louisiana Fire) is not permitted and may result in eviction and/or cancellation of the reservation. Rental fees will not be refunded for cancellation or eviction for misconduct. Misconduct may result in the cancellation of any and/or all future reservations.
- 9. Cancellation and/or Relocation.** Lafreniere Park, Jefferson Parish, or Louisiana Fire may cancel or relocate any event to any other field within the Lafreniere Park Soccer Complex. Lafreniere Park, Jefferson Parish or Louisiana Fire may cancel an event if it believes the facility could be damaged by use due to weather or field conditions. A canceled event will be rescheduled by mutual agreement of the parties.
- 10. Louisiana Fire as Lafreniere Park’s Representative.** Louisiana Fire, through its authorized representative, is the Lafreniere Park Liaison in all matters relating to this rental agreement. If there are any questions or comments regarding facility reservations, please contact Jason Dormady by phone at (504) 465-8224, by fax at (504) 465-8442, or by e-mail at [fields@lafiresoccer.com](mailto:fields@lafiresoccer.com).
- 11. Needed Items.** The following five (5) items must be provided to Louisiana Fire in order to make a reservation: 1) a completed **Field Reservation Application Form**, 2) the rental payment as set forth herein, 3) a certificate of insurance as set forth herein, 4) a completed .xlsx reservation file emailed to [fields@lafiresoccer.com](mailto:fields@lafiresoccer.com) for all long-term Schedule B rentals, and 5) a completed on-line inventory request form with Louisiana Fire.
- 12. Indemnity.** Renter, for itself and its owners, members, shareholders, and/or employees (collectively, the “**Indemnifying Party**”) shall indemnify, defend, and hold harmless, Lafreniere Park, Jefferson Parish, or Louisiana Fire and their officers, directors, members, and/or employees (collectively, the “**Indemnified Party**”) from any and all damages, expenses, and costs (including attorneys’ fees, judgments, and/or settlements) incurred by the Indemnified Party resulting from (i) the negligence or intentional act or omission of the Indemnifying Party and/or (ii) any breaches of this Agreement by the Indemnifying Party.

- 13. Relationship of Parties.** Nothing contained in this Agreement shall be construed by the parties, or any other person or entity, as constituting the parties as principal and agent, partners, or joint venture partners, nor shall anything herein render either party liable for the debts and obligations of the other party, including, but not limited to, payroll and other taxes, except as specifically provided otherwise herein.
- 14. Governing Law.** This Agreement and its terms shall be governed by the laws of the State of Louisiana.
- 15. Jurisdiction and Venue.** The parties hereby agree and consent to the jurisdiction of the courts of the State of Louisiana over their persons. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this Agreement shall be the 24<sup>th</sup> Judicial District Court for the Parish of Jefferson, State of Louisiana. The parties hereby waive, to the fullest extent allowable under applicable law, any right to trial by jury of any dispute arising out of or relating to this Agreement.
- 16. Amendment.** This Agreement shall only be amended by written agreement of all parties hereto.
- 17. Entire Agreement.** This Agreement and the exhibits attached hereto constitute the entire agreement between the parties regarding the issues specifically addressed herein. This Agreement supersedes and replaces any and all prior agreements between the parties and any conflicting provisions of any other agreements, discussions, or communications between the parties regarding the same subject matter of this Agreement.
- 18. No Strict Construction.** The language used in this Agreement shall be deemed to be the language mutually chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
- 19. Savings Clause.** It is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. The parties agree that a court of competent jurisdiction may reform this Agreement in the event any covenant hereunder shall be adjudicated to be invalid or unenforceable. In said event, this Agreement shall be deemed amended to reform the portion thus adjudicated to be invalid or unenforceable in such a manner to allow the restriction to be enforced to the broadest extent consistent with the intent of the parties, such reformation to apply only with respect to the operation of this Agreement in the particular jurisdiction in which such adjudication is made.
- 20. Severability.** The invalidity or unenforceability of any provision hereto shall in no way effect the validity or enforceability of any other provision. It is expressly agreed and understood that the provisions of this Agreement are severable. If any one or more provisions of this Agreement is or may be determined by a court of competent jurisdiction to be void, voidable, illegal, or unenforceable, in whole or in part, and not subject to amendment and/or reformation as set forth herein, then such provision shall be deemed severed from this Agreement and the remaining provisions of the Agreement shall nevertheless be binding and enforceable to the maximum extent permitted by law as if such severed provision had never been written. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party.
- 21. Counterparts.** This Agreement may be executed via facsimile and/or electronic transmission and may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.

Renter  
 \_\_\_\_\_  
 By:  
 \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Louisiana Fire Soccer Club  
 By:  
 \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

## How to Reserve Fields:

Please visit [www.lafiresoccer.com/fieldrental](http://www.lafiresoccer.com/fieldrental) to :

- 1) Sign this document digitally or sign and scan as .pdf.
- 2) Download **rentalrequest\_org\_name\_year.xlsx** spreadsheet
- 3) Fill out required information.
- 4) Visit [Field Rental Request Form](#)
- 5) Upload this signed Agreement to [Field Rental Request Form](#)
- 6) Also upload **rentalrequest\_org\_name\_year.xlsx** to [Field Rental Request Form](#)

After this process is completed, Louisiana Fire will confirm, deny, or ask for revisions to the requests. A field permit will be issued to the organization upon confirmation.

For any questions, please email [Fields@lafiresoccer.com](mailto:Fields@lafiresoccer.com)

## Exhibit 1

<b>LAFRENIERE PARK SOCCER FIELDS RENTAL RATES</b>			
<b>One Time Rental</b>	<b>5A or B, 6A or 6B</b>	<b>1 - 4</b>	<b>Turf 7 and Turf 8</b>
<b>Schedule A</b> Day time rate game start times 8:00 am to 4:00 pm	\$100	\$135	\$275
<b>Schedule B</b> Night time rate games start times (includes lights) 4:00 pm to 8:00 pm	X	\$225 (Fields 1 and 2 only)	\$350
<b>Weekly Season Rental</b>	<b>5A or B, 6A or 6B</b>	<b>1 - 4</b>	<b>Turf 7 and Turf 8</b>
<b>Schedule C</b> Weekly Seasonal Rate Day time game start times 8:00 am to 4:00 pm	\$80	\$110	\$250
<b>Schedule D</b> Weekly Seasonal Rate Day time game start times 4:00 pm to 8:00 pm	X	\$200 (Fields 1 and 2 only)	\$300

**FIELDS ARE RENTED AND FEES ARE FOR A TWO (2) HOUR BLOCK**

# LAFRENIERE PARK SOCCER COMPLEX

