

**CITY OF DIAMONDHEAD  
NOMA DRIVE BALL FIELDS**

**PROCEDURES AND RENTAL AGREEMENT**

1. Dates for use of the Noma Drive Ball Fields are awarded on a first come first serve basis with priority given to organizations within the City of Diamondhead.
2. Only persons twenty-one (21) years of age and older may reserve the Noma Drive Ball Fields.
3. The facility is the total responsibility of the lessee while under a rental agreement. Lessee assumes complete liability for all participants and spectators and any injuries or accidents that may occur at the event.
4. Lessee must be on-site for the duration of the event.
5. Person(s) or group(s) renting the facility shall provide proof of general liability insurance coverage not less than \$1,000,000.00 for the event being held. The City of Diamondhead shall be named as an additional insured on such insurance policy. A copy of the liability insurance must be attached to the original application with proof of listing the City of Diamondhead as an additional insured provided at least 72 hours prior to the event.
6. Any damage to the facility is the responsibility of the lessee. Missing items are also the responsibility of the lessee.
7. Lessee is responsible for leaving the facility in a clean state including, but not limited to, parking areas, concessions, restrooms, bleacher areas, and playing fields. Lessee must assist with litter pick up and trash removal. Lessee will forfeit the deposit if the facility and its surrounding areas are not properly cleaned.
8. NO GLASS BOTTLES OR ALCOHOLIC BEVERAGES ARE ALLOWED ON THE PREMISES. Alcoholic beverages are prohibited on all City property.
9. The City of Diamondhead will assume no responsibility for the lining of fields. The lessee will be responsible for dragging and lining fields for the duration of the season.
10. Concession shall only be provided by the lessee.
11. Merchandise and food vendors may be allowed with permission from lessee and City approval. A vendor permit must be attained per vendor. Lessee must collect applicable sales tax and remit to the City within three (3) days.

12. Lessee may charge a gate admission fee and shall have full rights to gate admission during the season.
13. Lessee shall secure all doors and gates each night during the season.
14. All activities at the facility must be concluded by 10:00 pm each day.
15. Lessee will be responsible for the conduct of all players and spectators attending the event and shall enforce all applicable rules and regulations.

## **RULES AND REGULATIONS**

1. No overnight parking allowed.
2. No personal coolers or ice chests allowed.
3. No alcoholic beverages, firearms, tobacco products, barbecue grills, or other cooking apparatus are permitted at the complex, including parking lots.
4. Individuals are not allowed to bring any outside food or beverage into the complex unless approved by lessee.
5. No tobacco or smoking within the complex.
6. No pets or animals allowed within the complex.
7. No profanity or foul language allowed.
8. No bicycles, skateboards, rollerblades, scooters, or motorcycles allowed.
9. No glass containers or bottles.
10. All persons shall wear shirts, pants or shorts, and shoes at all times.
11. No graffiti or defacing City property will be tolerated.
12. Children must have adult supervision at all times.
13. Picnic tables, ramps, or other equipment shall not be used as "grinding" or "jumping" areas.
14. No soft toss against fence.
15. No tents or canopies allowed on fields.

16. Any EZ up tents or canopies must use sandbags – no anchors.
17. Guests, spectators, or any individual violating any rule will be asked to comply with these rules and regulations. Anyone not complying with these Rules will be reported to the Diamondhead Police Department for appropriate action.
18. No additional electrical support will be provided.
19. No sunflower seeds will be sold or consumed at the complex.

**The City reserves the right to change and/or amend these Rules and Regulations at any time. Notice of changes will be provided to all Organizations with pending Use Agreements.**

## RENTAL AGREEMENT FOR NOMA DRIVE BALL FIELDS

Name of Person and Organization Requesting Facility \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Date of Season \_\_\_\_\_ To \_\_\_\_\_

Other Organization Contacts: \_\_\_\_\_

**PLEASE READ CAREFULLY BEFORE SIGNING:**

1. LESSEE represents that it is fully aware of all of the applicable laws, ordinances and rules pertaining to the use of this property and lessee will fully abide by such laws, ordinances and rules.
2. LESSEE further represents that it will not conduct, nor allow to be conducted, any improper or unlawful act or deed in or on the Noma Ball Fields and, specifically, that it will not violate such laws, rules and ordinances concerning curfew, minor rights, disorderly conduct, alcoholic beverages, or like or similar activities or deeds and, in consideration of lease of premises, does further indemnify and hold harmless the City of Diamondhead, its officers, agents, and employees.
3. LESSEE further agrees, if permission is granted, to abide by the rules and regulations of the City, to assume responsibility and liability, and to be answerable for any and all accidents or injuries to persons or damages to property resulting from the use of the facility.

Signature of Responsible Party \_\_\_\_\_ Date \_\_\_\_\_

-----OFFICE USE ONLY-----

Date Permit Issued \_\_\_\_\_

Proof of Insurance Received \_\_\_\_\_ City Listed as Additional Insured \_\_\_\_\_

Signature of City Manager \_\_\_\_\_

Evaluation or Comments

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