

THE BUFFALO LEGACY PROJECT, INC.

MULROY PARK—PIERCE FIELD

USE AND RENTAL AGREEMENT

Organization _____

Address _____

City _____ State _____ Zip _____

Contact Person/Responsible Party _____

Cell # _____ Alternate # _____

Facility: Pierce Field
 Pierce Field and Practice Field

Rental Date(s) _____

Start Time _____ am/pm End Time _____ am/pm

Sport or activity being played _____

Estimated Attendance _____

Rental \$ _____ per hour
\$ _____ total, to be paid in full at least two weeks prior to first rental date.

By signing below, the User agrees to the terms set forth above and the terms and conditions set forth on the following page(s). In addition, the User has read the Pierce Field Regulations and agrees to adhere to them. As the Responsible Party for the field rental, the person signing on behalf of the User will make all persons using the field(s) during the above times aware of the rules and regulations associated with the use of the field(s).

The Responsible Party is at least 21 years of age. I understand and will ensure that an authoritative representative of the organization, at least 21 years of age, will be present at Pierce Field for the duration of the rental. I understand that the User is solely responsible for any and all supervision during rental.

Organization Name

The Buffalo Legacy Project, Inc.

By: _____
Name:
Title:

By: _____
Name:
Title:

Date of Signature

Date of Signature

Terms and Conditions of Use of Mulroy Park, Pierce Field

The User named on page 1 of this Agreement and The Buffalo Legacy Project, Inc. hereby agree as follows:

1. Cancellation. The User shall provide Buffalo Legacy with as much notice as possible prior to cancellation of any rental date. Buffalo Legacy will refund the hourly usage fee for the cancelled time, less a 10% service fee, only to the extent that another user for the field is found for such time and pays the same usage fee. If any usage is cancelled due to weather, Buffalo Legacy will work with the User to schedule a mutually acceptable rain date.

2. Maintenance and Cleanup. The User will return the field(s) in the same condition as delivered, normal wear and tear excepted. The User will be responsible for the cost of any cleaning required by Buffalo Legacy. The User will be responsible for all damage to Mulroy Park or Pierce Field caused by the User, its employees, participants, volunteers, agents or invitees.

3. Use of Alcohol and Tobacco. The presence or consumption of alcoholic beverages and smoking are not permitted at Mulroy Park during the rental periods.

3. Security. Buffalo Legacy will provide security for each use of Pierce Field. Prior to each use, the User will consult with Buffalo Legacy regarding the anticipated use of Pierce Field to determine the appropriate level of security for such event.

4. Concessions. Buffalo Legacy reserves the right to provide concessions at User's events under this Use and Rental Agreement.

5. Indemnification. The User shall indemnify, defend and hold harmless the City of Buffalo, Buffalo Legacy and its affiliates, and each of their respective members, managers, directors, officers, employees, volunteers and agents, from and against any and all claims, losses, damages, demands, suits, causes of action, expenses, fees (including attorneys' fees), costs and judgments arising directly or indirectly from (a) the use of the Mulroy Park, Pierce Field or the practice field by User or any of its employees, participants, volunteers, agents or invitees, (b) any act or omission of User, its employees, participants, volunteers, agents or invitees, and/or (c) any breach or violation of this Agreement by User.

6. Insurance. The User shall provide Buffalo Legacy, prior to the use of Mulroy Park, with a certificate of insurance confirming the existence of liability insurance covering injury and death to persons and damage to property in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. **The following two entities must be listed on Certificate of Insurance as additional insured** as follows: Buffalo Legacy Project, Inc.

City of Buffalo	65 Niagara Square
c/o Hiscock & Barclay, LLP	City Hall - Room 505
1100 M&T Center	Buffalo, NY 14202
3 Fountain Plaza	
Buffalo, NY 14203	

7. Compliance with Laws. The User shall comply, and shall assure the compliance of all of its employees, participants, volunteers, agents and invitees, with all applicable federal, state and city laws and ordinances, including without limitation all city ordinances applicable to city parks. In addition, the User will assure that all participants in its sporting events or practices comply with all recommended head injury and other safety protocols.

ARE YOU OR YOUR ORGANIZATION . . .



looking for a way to contribute to your community and encourage our youth to participate in sport



BECOME A SPONSOR TODAY

SHOW YOUR SUPPORT FOR LOCAL YOUTH SPORTS WITH A SPONSORSHIP OF PIERCE FIELD AT MULROY PARK for the Entire 2014 -2015 Sport's Season



We will be happy to acknowledge your sponsorship right on our Field!!!

\$350 sponsorship level provides a 3 ft by 9 ft banner at Pierce Field & a listing on the Buffalo Legacy

Project Website. \$250 sponsorship level provides a 3 ft by 6 ft banner at Pierce Field & a listing on the Buffalo Legacy Project Website.



For more information contact us at sponsor@buffalolegacy.org or 716-222-2346 (If you need help with Print Ready graphics for your banner we can assist)

