



GYMNASIUM HALF COURT APPLICATION

Rentals are not considered confirmed until a permit has been issued by a supervisor. We recommend not sending out any type of confirmation until you have received this permit.

Renter Name: _____

Team Name: _____

League Association: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Email Address: _____

Home Phone: _____ **Cell Phone:** _____

Age Group: _____ **Gender:** _____

Number of Players: _____ Basketball Volleyball

Volleyball Net Height: _____

Practice Date(s): _____

Practice Time(s): _____

Member Fee: \$30.00/hour
Resident Fee: \$35.00/hour
Non-Resident Fee: \$40.00/hour

Tenant Initials _____

FOR OFFICE USE ONLY

Staff Initials: _____ **Total Fees:** _____ **Type of Payment:** _____

REGULATIONS/INFORMATION

1. The Timbers gymnasium will be available for basketball and volleyball usage only. The renter may not conduct games, programs or clinics.
3. Only players and parents of your team will be allowed access to the gymnasium.
4. Rental dates will not be held without this signed agreement and paid rental fees.
5. Anyone, including players, guests, coaches and parents, must check in at the front desk. Renters are responsible for their spectators staying in the gym area.
6. Renters may arrive no sooner than 15 minutes prior to their scheduled time.
7. The Timbers will provide basketball hoops or volleyball net/standard system. All other equipment (balls, cones, etc.) is the responsibility of the renter. The basketball hoops are not adjustable.
8. Rental Hours:
 - A. Rentals may occur during the following times:
Mondays – Fridays: 5:30 a.m. – 8:30 p.m.
Saturdays: 7:30 a.m. – 6:30 p.m.
Sundays: 10:30 a.m. – 5:30 p.m.
9. Cancellation of the rental agreement must be submitted in writing no less than forty five (45) days prior to the rental date; otherwise, the rental deposit is forfeited.
10. Facility Rules:
 - A. Children 8 and under must be accompanied by a parent or guardian.
 - B. No dunking or hanging on rims or nets.
 - C. No gum, food or drink except water in covered plastic containers.
 - D. Use of profane language and/or fighting is strictly prohibited.
 - E. Appropriate athletic attire including shirts and shoes must be worn at all times.
 - F. Gym or tennis shoes with non-marking soles are required at all times.
 - G. No spitting.
 - H. No kicking balls. Balls must be used appropriately for their intended purpose.
 - J. Be Respectful - screaming, yelling, excessive grunting or use of profane language is prohibited.
 - K. Dumbbells and other weights are not allowed on the gymnasium floor. All weights must be kept in the Fitness Center.

Failure to comply with any of The Timbers rules or gymnasium rules, and/or other breaches of rules as deemed by Staff, may result in suspension and/or permanent ejection.
11. The tenant has the right to use the specified premises, as stated in the contract, and no other. The tenant shall not sublet the premises.
12. The tenant shall use the facility in a safe and careful manner, and shall comply will all applicable Municipal, State and Federal Laws, and rules and regulations as prescribed by the Fire and Police departments. The tenant shall not in any way, mar, deface, alter or damage any part of the facility. The tenant agrees to be responsible for any actions of its guests/invitees.
13. All portions of the sidewalks, entries, passages, vestibules, halls, doors and all ways of access to the premises and into any place on the premises shall in no way be obstructed by the tenant.
14. The tenant shall indemnify the City from all loss and expenses from liability, or claim of liability, for injury or damage to person or property claimed to have been sustained, through use of the facility, whether such use is authorized or not. The tenant shall pay for any and all damages, or loss or theft to the property done by the tenant, or guests, patrons, employees or invitees of the tenant.
15. The tenant releases the City of Eureka, its employees and agents, from all liability for any loss, injury or damages to persons or property that may be sustained through rental of the facility.
17. No rental agreements will be accepted signed by persons under 18 years of age.
18. It is agreed by and between the parties hereto that the ordinances of the City and policies of the Parks and Recreation Department shall be and are a part of the rental agreement, as though they were set out in full herein.
19. The City reserves the right to cancel any reservation with cause or to require such additional safeguards, before or during the function, as it may deem necessary. If the City chooses to cancel any reservation, all rental fees will be refunded.
20. This rental agreement and all terms and conditions shall be binding to the benefit of the parties hereto, their heirs, executor, administrators, personal representatives, successors and assigns.
22. I have read and agree to comply with all regulations.

Tenant Initials _____

- 23. My signature on this form further gives permission to the City to take photographs/videos of me, and my family, if applicable, at this event and to use these images for future promotions.
- 24. I represent that I have the authority to enter into this agreement and bind myself and my company to the terms of this agreement.
- 25. I agree to comply with all occupancy standards set for the room(s) I have rented and acknowledge that my event will be stopped if I exceed the occupancy with no refund from the City.
- 26. If the City of Eureka undertakes any collection action to recover any sums due under this agreement, the tenant agrees to pay all the expenses, costs and reasonable attorney's fees incurred by the City.

IN THE WITNESS THEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY
OF _____, 20_____.

BY: _____
CITY OF EUREKA, LANDLORD

BY: _____
TENANT OR REPRESENTATIVE

(Revised 12/21/15)