

**PEPPERPLEX
CITY OF NEW IBERIA, LOUISIANA
607 SUCROSE DRIVE
NEW IBERIA, LOUISIANA 70560
PHONE: (337) 321-4153**

APPLICATION AND PERMIT FOR USE OF FIELDS

REQUESTED BY: (NAME) _____ DATE: _____

SPONSORED BY: _____

ADDRESS: _____ EMAIL: _____

CITY/STATE: _____ ZIPCODE: _____

PHONE: (W) _____ (ALTERNATE PHONE): _____

DATE(S) REQUESTED: _____

PARK/FIELD REQUESTED: _____

FIELDS: _____ TIME: _____ DATE(S): _____

This permit is granted subject to the following rules and regulations and the acceptance and use thereof by the applicant is an agreement on his/her behalf to comply with all terms and conditions herein set forth, together with all the rules of procedure heretofore established by the New Iberia City Government.

USE OF PEPPERPLEX:

The PERMITEE shall be permitted to use _____ Field pursuant to this permit only for the following purposes:

PERMITEE shall be fully responsible for all activities conducted on the permitted premises pursuant to this agreement. Use of the permitted premises for any purposes, other than those set forth herein above, is strictly prohibited and shall constitute a breach of this agreement. Furthermore, PERMITEE shall use the premises only for lawful activities, and shall take steps to prevent any unauthorized or unlawful activities on the premises during the duration of this permit.

SUPERVISION OF ACTIVITIES:

PERMITEE shall be fully responsible for supervision of all authorized activities conducted on the premises under the terms of this agreement. The City of New Iberia shall be under no obligation or responsibility to supervise and/or provide any individuals to supervise the activities of PERMITEE and shall incur no liability or responsibility for any injuries or damages to individuals, participants and/or spectators as a result of the activities conducted by PERMITEE on the premises. Seating of spectators shall be at the discretion of the PERMITEE. Necessary steps should be taken by the PERMITEE to ensure safety and enjoyment of participants and spectators.

PARTICIPANTS' USE OF PREMISES:

It is understood that PERMITEE, individuals, participants and/or spectators shall be permitted to use and enjoy the premises solely at their own risk, and that the City of New Iberia shall incur no liability as a result of any use of the premises by any individuals, participants and/or spectators. PERMITEE shall fully inform and explain the provisions of this section to all individuals, participants and/or spectators.

BREACH OF AGREEMENT:

Any violation of the specific terms and conditions of this agreement as set forth herein shall constitute a breach by PERMITEE thereof, and shall immediately terminate this agreement and any and all of PERMITEE'S rights hereunder.

CLEAN UP:

The PERMITEE is responsible for the clean-up during and after the event. If personnel from the Pepperplex performs the clean-up, PERMITEE will be billed for this clean-up.

RESTORATION OF PROPERTY:

The PERMITEE agrees to restore or pay the cost of restoring the park, field or any of its properties or equipment to its original condition, if ABUSED UNNECESSARILY by any member of the sponsoring group or by any participant or spectator in the activity. This includes using ballfields during rainy or muddy conditions. A damage fee may be required in the discretion of the City

RENTAL FEE:

The rental fee for _____ is \$ _____. Said fee is to be **PAID IN ADVANCE**. Rental fee for softball practices or tournaments will include bases, water, sewage and use of lights for night activities. The RENTAL FEE shall be RETURNED only for rain-outs or cancellations, providing such cancellations are made known to Pepperplex manager at least two (2) days prior to the scheduled event.

INSURANCE:

A policy of liability insurance shall be carried with minimum limits of \$1,000,000 by PERMITEE. PERMITEE shall name the City of New Iberia and the Pepperplex Sports Complex as additional insured.

TERM OF RENTAL:

The agreement shall commence on _____ at _____ and end on _____ at _____.

ORDINANCES:

An ordinance creating rules and regulations pertaining to the preservation and safety of park property was adopted by the City of New Iberia. The Rules and Regulations of Pepperplex have also been given to PERMITEE. The PERMITEE is responsible for adhering to these ordinances and regulations or forfeit the PERMITEE'S rights of future use of City of New Iberia-owned park facilities and deposit. The major items are listed:

- A) It is unlawful to sell or have possession of a glass container on park property.
- B) It shall be unlawful to operate motorized vehicles within the boundaries of park property except in designated parking spaces.
- C) It shall be unlawful to build fires except in designated places with written permission from the Director's office.
- D) **PERMITEE(S)** agree to adhere to the rules and regulations as specified on the attachment to this lease.
- E) Rules and Regulations attached.

SECURITY:

The **PERMITEE** is responsible for obtaining adequate security for their functions and subject to the approval of the City of New Iberia. For festivals, fairs and group activities, the security must be approved by the local law enforcement authority prior to signing of contract. If security plans (detailed) are not provided four (4) weeks in advance of function, the City of New Iberia may deny the permit in their sole discretion. A security deposit may be required upon issuance of the permit.

The security deposit is based upon the estimate given by the applicant. Should the number of participants exceed the estimate, an additional fee shall be required to cover the additional security, within the discretion of the City and based upon the actual charges paid for additional security.

A security deposit in the amount of \$_____ shall be paid with this application. The deposit shall be returned only for rainy outs or cancellation, provided that such cancellations are made known to the Pepperplex Manager at least two (2) days prior to the scheduled event.

OTHER: Special Conditions.

Type of event (game, festival, concert, etc.): _____

Expected number of teams: _____ Expected number of people attending: _____

How many days will the event take place? _____ Est. start time: _____ Est. end time: _____

***To be filled out by City of New Iberia**

Security – describe number of personnel

FIELD: _____ PARK/FIELD RENTAL FEE (___ DAYS) \$ _____
(Describe number of fields to be used)

MANDATORY DAMAGE/CLEAN UP DEPOSIT: \$ _____ SECURITY DEPOSIT: \$ _____

Security Total: \$ _____ (Park use, damage, security all payable in advance at upon issuance of permit)

TOTAL FEE: \$ _____

**CITY OF NEW IBERIA
PEPPERPLEX**

PERMITEE

BY: Duly Authorized Representative

BY: (Print Name of PERMITEE)

Permission is hereby granted to hold the above event or events on the date or dates and times specified, in accordance with provisions of the above schedule, and agreement.

cc: Pepperplex



FACILITY RULES

- 1.** Disorderly conduct and physical/verbal assault will not be tolerated.
- 2.** Climbing on trees, goalposts, fences, structures, etc. prohibited
- 3.** All outside food or drink prohibited in New Iberia Pepperplex during events. Players are allowed one personal hydration container.
- 4.** Obscene behavior or profane language will not be tolerated.
- 5.** All athletic field use must have prior approval from Director of New Iberia Pepperplex
- 6.** Glass bottles or containers are prohibited in the park.
- 7.** Gum or seeds in shells: sunflower, peanut or pistachio etc. not allowed in the park.
- 8.** Pets, other than services animals, are prohibited on the fields. Service animals must be leashed at all times.
- 9.** Players, Coaches and Officials only allowed on playing fields on game days.
- 10.** Metal spikes are prohibited on all artificial turf and portable mounds. Tennis shoes, turf shoes, and rubber cleats are acceptable.
- 11.** Food or beverages are prohibited on playing fields.
- 12.** Drugs, Alcohol and Tobacco are strictly prohibited. The law will be enforced.
- 13.** Sale of merchandise or operating concessions is prohibited without prior approval.
- 14.** All postings and field markings must be pre-arranged and approved and fees may apply.
- 15.** Specific permission is required prior to posting any signs or decorations.
- 16.** Loudspeakers and music are not prohibited; however, park management may use discretion regarding volume and/or appropriate content.
- 17.** Artificial noise makers are prohibited during all athletic activity.
- 18.** Vehicles are prohibited on sod surfaces, sidewalks, service driveways and emergency zones. Any vehicle found in an unauthorized parking area will be ticketed and towed at the owner's expense.
- 19.** Overnight parking and camping are prohibited, including RVs and campers.
- 20.** Planes or drones are not allowed without prior approval.
- 20.** The park may be closed at any time due to safety related concerns.
- 22.** Littering and dumping trash is strictly prohibited.
- 21.** Loitering or soliciting is never allowed at the New Iberia Pepperplex.
- 24.** Firearms, primitive weapons, air guns, fires, fireworks, flammable liquids, open burning, or use of any device with an open flame is prohibited unless a special permit given for special events.
- 25.** The speed limit in the park is 5 mph in all areas.
- 26.** Cars parked in handicapped parking spaces without a handicap sticker will be fined.
- 27.** All tournament and league participants, spectators, coaches, players, vendors, walkers, runners, playground areas, splash pad and picnic areas are at risk to be hit with a baseball/softball/soccer ball. BE ALERT AT ALL TIMES.

Failure to comply with these rules will result in immediate removal from the park.

THANK YOU FOR YOUR COOPERATION!