



**Jacobs Park Sports Complex  
Diamond Usage Contract for Tournaments**

**Park Address: 3011-4<sup>th</sup> Avenue, East Moline, IL**

**RETURN TO: City of East Moline  
ATTN: James Harrington  
912-16<sup>th</sup> Avenue  
East Moline, IL 61244  
QUESTIONS:  
jharrington@eastmoline.com or 309-203-9680**

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the City of East Moline (Jacobs Sports Complex), Illinois; hereinafter referred to as the Lessor, party of the first part, and \_\_\_\_\_ (Organization, Person or Partnership) hereinafter referred to as the Lessee, part of the second part, for the tournament \_\_\_\_\_ scheduled for the dates of \_\_\_\_\_, 2023.

That for and in consideration of the rental, hereinafter agreed to be paid by the Lessee, the Lessor does hereby Lease to said Lessee certain facilities as defined below.

1. The Lessor agrees to rent the ball diamonds (Fields 1-10) to the LESSEE at the rate agreed upon of \$125 for each field/per day of rental requested. Lessee making this reservation agrees to pay the remaining rental fee before the end of the tournament unless other arrangements have been made.
2. Lessee agrees to pay a Non-Refundable Deposit of \$200/\$250 (\$100 for each quad/Additional \$50 for Fields 9-10), which must be paid in advance and will be applied to the balance of the rental due at the end of the tournament. Your date will not be secured/guaranteed until this deposit is received with this signed contract and confirmation is given by City of East Moline (James), exclusive only for the time specified and for the fields reserved.
3. Teams/Individuals are responsible for providing insurance to cover the event and provide proof of such insurance to place on file, listing the City of East Moline as an additional Insured, which hereby releases the City of East Moline, the Park Board, and any of its agents from all claims and liabilities for personal injury and individuals assume all risks. A copy of proof of insurance will be provided within ten (10) days prior to tournament with a policy minimum of \$1,000,000 coverage.
4. Respect Abilities & The City of East Moline/Jacobs Park will have exclusive rights for all concessions at all fields.
5. A tournament schedule must be submitted (jharrington@eastmoline.com) to the City of East Moline and/or Complex Manager one week prior to the start of the tournament which must contain pitching distances for each game.

6. Permission to use any motorized vehicle inside the park must be attained prior to use and may only be used to haul equipment and must remain on the roadways. Vehicle can be no larger than a pickup. Any joy riding or traveling off roadways is never permitted.
7. It is the Tournament Host's responsibility to enforce on site rules. Please inform gate workers, coaches, and parents of specific rules:
  - a. Coolers, food, and drinks may NOT be brought into the complex with the exception of a team cooler. Please include this in your tournament information when sending out to your teams/coaches. Spectators, coaches, and fans who bring food or drink into the complex will be asked to remove the food and drink from the premises. If continued to be ignored, host team will be fined \$200 per day.
  - b. NO dogs are allowed in the complex.
  - c. NO vehicles can be parked beyond the designated parking lots.
  - d. NO alcoholic beverages will be allowed/consumed on the premises at any time.
  - e. NO tobacco, cannabis, or vaping, products/use are allowed.
8. Park staff will designate approval and location of souvenir sales and umpire rest areas.  
**NO Vehicles are to Be Parked on Grassy Areas.**
9. Any equipment other than equipment furnished in Jacobs Sports facilities shall be brought in, set up, and taken down at the Lessee's expense – with prior permissions obtained from Lessor. No outside equipment shall be left over or stored on the premises. Lessee must replace any equipment destroyed, stolen, or abused.
10. All the Lessee's equipment must be removed from the property immediately following the Lessee's activity.
11. The Lessee agrees to deliver the premises, at the expiration of the lease, in as good a condition as the beginning of the lease.
12. The Lessor will not be liable for the loss or of damages to any article belonging to the Lessee regardless of whether such loss or damage is due to the negligence of the Lessor, its' Officers, Agents, or Employees. The Lessor will not be liable for any injuries to persons or property sustained as the result of anything done or not done by the Lessee.
13. The Lessee shall have no right to sublease the premises or assign any privileges, except as agreed upon by the Lessor.
14. In the event of rain, if more than one bag of field dry is used per diamond then there will be a charge of \$10.00 per bag after the first bag.
15. Cancellation of any tournament games due to weather conditions will be decided by the Complex Field Manager, the tournament host, and the Umpire-in-Chief. If agreement between the three cannot be reached, the decision of the complex Field Manager will be final.
16. Once the tournament has begun, teams are responsible for the entire rental fee.
17. Lessor agrees to end tournament with remaining games at one quad only unless prevailing circumstances do not allow for such. In the event the teams are divided between quads with 2 or less games at one quad, the Lessor has the right to close concessions at one location if necessary.
18. The Lessee agrees to indemnify the Lessor and save it harmless from all loss, liability, cost, damage, demand, attorney fees and expenses that the Lessor may incur or be held liable for on account of, or that may directly or indirectly come out, or in any manner be connected with the use and occupancy of the premises by the Lessee.

By your signature, you (Lessee) agree to all terms and conditions contained in this contract/lease. You (Lessee) attest that you have thoroughly read and reviewed the entire contract and are familiar with the terms and conditions, and further, that you (Lessee) have the specific authority to sign on behalf of your organization. You, as "Lessee" also attest that all statements in this contract about your organization and event are true to the best of your knowledge. Any misstatement which materially affects the use of the facility, shall be and is grounds for the East Moline Jacobs Park "Lessor" to cancel this contract. I, the undersigned, as representative/tournament director as "Lessee" for the above further agree "Lessor" (East Moline Jacobs Sports Complex - Diamonds), its' Officers, Agents or Employees from all claims and liabilities for personal injury and individuals will assume all risks. I also agree to pay in full the amount specified above with respect to the contract.

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Lessee - SIGNATURE

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DATE

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Lessee (Printed Name/Title)

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Organization if Applicable (Printed Name)

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Address



**NAME OF TOURNAMENT:** \_\_\_\_\_

Name of Sanctioning Body: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Dates of Tournament: \_\_\_\_\_ Estimated # of Teams Entered: \_\_\_\_\_

Diamonds & Times:

FRIDAY From: \_\_\_\_\_ To: \_\_\_\_\_

Number of Diamonds: \_\_\_\_\_

SATURDAY From: \_\_\_\_\_ To: \_\_\_\_\_

Number of Diamonds: \_\_\_\_\_

SUNDAY From: \_\_\_\_\_ To: \_\_\_\_\_

Number of Diamonds: \_\_\_\_\_

Field Rental Fees for Friday: \$ \_\_\_\_\_ (\$125/per Diamond)

Field Rental Fees for Saturday: \$ \_\_\_\_\_ (\$125/per Diamond)

Field Rental Fees for Sunday: \$ \_\_\_\_\_ (\$125/per Diamond)

Minus Deposit \$ \_\_\_\_\_ Check # \_\_\_\_\_

**(\*\*Deposit Must be Submitted w/Rental Contract)**

**BALANCE DUE FOR TOURNAMENT RENTAL \$ \_\_\_\_\_**