



160 Main Street
P.O. Box 640
Copperhill, TN 37317

Phone: (423) 496-5141
www.copperhill.gov

City of Copperhill, TN Copperhill Ballfield: Facility Lease Agreement

Submit the completed Agreement, the required Hold Harmless and Release Agreement, proof of insurance, and all applicable fees to:

City of Copperhill, TN

Attn: City Recorder
160 Main Street
P.O. Box 640
Copperhill, TN 37317

Rental fee details are to be completed by the City of Copperhill.

Please complete all sections of this application and print all information clearly in dark ink.

SECTION 1: LESSEE INFORMATION

Organization / Individual

Contact Person

Mailing Address

Phone

Email

SECTION 2: FACILITY

The City of Copperhill agrees to lease the Copperhill Ballfield to the Lessee for a special event. The lease includes only those areas specifically approved by the City of Copperhill. Access to additional facilities, buildings, parking areas, equipment, utilities, or other City of Copperhill property must be approved in writing by the City of Copperhill.



SECTION 3: EVENT INFORMATION

Event Name

Event Description

Event Date(s)

Estimated Attendance

Setup Date / Time

Cleanup Completion Time

Event Start Time

Event End Time

SECTION 4: TERM OF USE

The Lessee shall vacate the premises by the termination time stated unless an extension is approved in writing by the City of Copperhill.

Lease Period Begins (date)

Begin Time (a.m. / p.m.)

Lease Period Ends (date)

End Time (a.m. / p.m.)

SECTION 5: RENTAL FEES

Confirm the amounts for the Cleanup Fee, Utility Fee, and any Other Fees with the City of Copperhill prior to finalizing the totals below.

Description

Amount

Facility Rental Fee

\$ 250.00 x _____ days = \$ _____

Security Deposit (Refundable)

\$ 500.00

Cleanup Fee (if applicable)

\$

Utility Fee (if applicable)

\$

Other Fees

\$

TOTAL DUE

\$

All fees shall be paid no later than _____ days prior to the event.

The security deposit may be retained, in whole or in part, to cover damages, excessive cleanup costs, unpaid fees, or violations of this Agreement.

SECTION 6: USE OF PREMISES

The Lessee agrees:

- To use the facility solely for the approved event.
- To comply with all federal, state, and local laws, ordinances, regulations, and permit requirements.
- To maintain orderly conduct and ensure the safety of attendees.
- Not to exceed approved attendance limits (if applicable).
- Not to alter, damage, or permanently modify City of Copperhill property.
- To leave the facility in a clean and orderly condition.
- To remove all decorations, equipment, trash, and personal property immediately following the event.
- To supervise all volunteers, vendors, contractors, and participants associated with the event.

SECTION 7: ALCOHOLIC BEVERAGES

- ☐ Alcohol will not be served.
- ☐ Alcohol will be served.

If alcohol is served, the Lessee shall:

- Obtain all required licenses and permits.
- Comply with all applicable Tennessee laws and regulations.
- Prevent service to minors and intoxicated persons.
- Provide security personnel.

The City of Copperhill reserves the right to prohibit alcohol service at any event.

SECTION 8: VENDORS, FOOD, AND MERCHANDISE

The Lessee shall obtain any required permits. All vendors participating in the event, including but not limited to food vendors, merchandise vendors, exhibitors, concessionaires, service providers, and promotional vendors, must obtain and maintain any permits, licenses, and approvals required by the City of Copperhill and any other applicable governmental agency prior to operating at the event.

The Lessee shall be responsible for ensuring that all vendors have obtained the required permits and approvals before the event begins. The City of Copperhill reserves the right to deny participation or remove any vendor that fails to comply with applicable permitting, licensing, health, safety, or regulatory requirements. The Lessee is responsible for ensuring that all vendors comply with applicable health, safety, licensing, and tax requirements.

SECTION 9: VENDOR PERMITS

All vendors operating at the event shall obtain a City of Copperhill Special Event Vendor Permit, if required by the City of Copperhill ordinance, policy, or administrative regulation, and shall pay any applicable permit fees prior to the event. All vendors shall prominently display their permit at their place of operation in a manner that is clearly visible and readily accessible for inspection and review by the City of Copperhill at all times during the event.

The Lessee shall provide the City of Copperhill with a complete list of all participating vendors no later than 3 business days before the event. Failure of a vendor to obtain the required permit, or to display the required permit as set forth above, may result in the vendor being prohibited from operating at the event and may constitute a violation of this Agreement by the Lessee.

SECTION 10: SECURITY AND PUBLIC SAFETY

The City of Copperhill may require security personnel, law enforcement officers, traffic control personnel, emergency medical services, or other public safety measures based upon the nature, size, and anticipated attendance of the event. Any costs associated with such services shall be the responsibility of the Lessee unless otherwise agreed in writing by the City of Copperhill.

SECTION 11: INSURANCE

Prior to the event, the Lessee shall provide proof of general liability insurance with minimum limits of:

- \$1,000,000 per occurrence
- \$2,000,000 aggregate

The policy shall name the City of Copperhill, Tennessee, its elected officials, employees, agents, and volunteers as additional insureds.

SECTION 12: HOLD HARMLESS AGREEMENT REQUIRED

As a condition of approval and use of the City of Copperhill Ballfield, the Lessee shall execute and submit a separate Hold Harmless and Release Agreement provided by the City of Copperhill. The Hold Harmless and Release Agreement must be completed, signed, and returned prior to the event date.

Failure to submit the required Hold Harmless and Release Agreement may result in denial, suspension, or cancellation of the facility rental and event permit. The Lessee acknowledges that the Hold Harmless and Release Agreement is incorporated into this Agreement by reference and is a material condition of the City of Copperhill's approval of the event.

SECTION 13: INDEMNIFICATION

To the fullest extent permitted by law, the Lessee agrees to indemnify, defend, and hold harmless the City of Copperhill, its elected officials, employees, agents, and volunteers from and against any and all claims, demands, actions, damages, losses, liabilities, costs, and expenses, including attorney fees, arising out of or related to the Lessee's use of the facility.

SECTION 14: DAMAGE TO PROPERTY

The Lessee shall be responsible for any damage to City of Copperhill property occurring during the lease period, including damage caused by guests, attendees, vendors, contractors, employees, volunteers, or invitees. Repair costs may be deducted from the security deposit and billed to the Lessee if damages exceed the amount of the deposit.

SECTION 15: CANCELLATION

By Lessee

Cancellation requests must be submitted in writing.

- More than 30 days before the event: full refund, less any administrative fees.
- 15 to 30 days before the event: 50% refund of rental fees.
- Less than 15 days before the event: no refund unless approved by the City of Copperhill.

By City of Copperhill

The City of Copperhill may cancel this Agreement if:

- Required fees are not paid.
- Required permits are not obtained.
- Insurance requirements are not met.
- The Hold Harmless and Release Agreement is not submitted.
- The event presents a public safety concern.
- Severe weather, emergencies, or unforeseen circumstances make use of the facility unsafe or impractical.

Any refund shall be at the discretion of the City of Copperhill and subject to applicable law.

SECTION 16: WEATHER AND FORCE MAJEURE

The City of Copperhill shall not be liable for cancellation, interruption, or losses resulting from severe weather, natural disasters, acts of government, utility failures, public emergencies, or other events beyond the City of Copperhill's reasonable control.

SECTION 17: CITY ACCESS

The City of Copperhill reserves the right to enter and inspect the premises at any time during the lease period and to enforce compliance with this Agreement.

SECTION 18: DEFAULT

Failure to comply with any provision of this Agreement may result in:

- Immediate termination of the event;
- Removal from the premises;
- Forfeiture of rental fees and deposits;
- Denial of future facility rentals; and
- Any other remedies available under law.

SECTION 19: GOVERNING LAW

This Agreement shall be governed by the laws of the State of Tennessee. Venue for any legal action arising under this Agreement shall be in the courts of competent jurisdiction serving Polk County, Tennessee.

SECTION 20: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions or understandings concerning the event. This Agreement, together with the required Hold Harmless and Release Agreement and any permits issued by the City of Copperhill, constitutes the complete agreement between the parties. Any amendment to this Agreement must be in writing and signed by both parties.

LESSEE CERTIFICATION

I certify that I am authorized to enter into this Agreement on behalf of the organization or individual identified above and agree to all terms and conditions contained herein.

Lessee Signature

Date

Printed Name

Title (if applicable)

CITY OF COPPERHILL APPROVAL

Approved on behalf of the City of Copperhill, Tennessee.

Signature

Date

Printed Name

Title

FOR CITY USE ONLY

Application Received Date

Rental Fee Paid Date

Security Deposit Received Date

Insurance Certificate Received Date

Hold Harmless Agreement Received Date

Vendor List Received Date

Approved By

Date Approved

Approval Status

☐ Approved ☐ Denied

Permit Number

Notes / Comments