



## ATHLETIC FIELD/FACILITY USE POLICY

This policy contains general information and guidelines. It is not intended to be comprehensive, all-inclusive, or to address all of the possible applications of, or exceptions to, the general policies and procedures described. Rather, this policy has been prepared as a general guide. The City of Gahanna Department of Parks & Recreation (GDPR) reserves the right to revise, supplement or discontinue any of the policies, guidelines or procedures described in this manual. Nothing in this manual is intended, either expressly or impliedly to provide any right or benefit of any kind whatsoever to any person or entity, or to acknowledge, establish or impose any legal duty to a third party. The Director of Parks & Recreation will make any required interpretation of language in the Athletic Field/Facility Use Policy.

### Purpose

The City of Gahanna (City) recognizes the considerable benefits of providing a variety of quality recreational sport programs, as they promote healthy childhood development, overall health benefits for citizens, and a heightened sense of community. To maximize these benefits, the City invests in resources necessary for positive, physical, psychological and social development across a broad spectrum of sport activities. Resource allocation is a key principle in the City's decision making process as it supports sport programs for its residents. On a finite budget, the City's responsibility is to balance the use of public resources in a manner that maximizes service to the greatest number of City residents and generates optimal benefit to the overall needs of the community. This policy establishes the guiding principles, requirements and procedures that govern the allocation and use of City sport facilities.

### Objectives

The objectives of the Athletic Field/Facility Use Policy are to:

- Provide an adequate number of sport facilities to support GDPR programs
- Optimize wear, prevent overuse and minimize maintenance costs of City facilities
- Provide appropriate resources for the youth in the City to participate in organized sports programs by providing an adequate number of athletic fields
- Provide a sustainable mechanism for sport facility maintenance and improvement
- Clarify maintenance responsibilities of the City and user groups

### Authority & Philosophy

The guiding principle of the GDPR's philosophy in regard to fees and charges is to efficiently offer the most diversified recreational services possible, ensuring that all City citizens have equal opportunity to participate in a wide variety of programs and services. This principle is accomplished through two primary sources: tax dollars and fees. Tax dollars provide basic operational costs for core GDPR services. Fees supplement recreation operating costs and are the primary source of income to assist in narrowing the gap between the levels of tax subsidy and revenue required to provide programming to City residents.

As outlined in GDPR's "Department Fee Policy" approved annually through the GDPR Parks Board and Gahanna City Council, the GDPR is granted permission to access and require fees for facility/field use, programs and services.

## **City and GDPR Responsibilities**

1. Provide a representative of the City to serve as a liaison to the renter or Affiliate organization.
2. Keep users informed as to proposed approved capital improvements, which may affect users' programs, activities, and ability to provide service.
3. Consider all applications for permits necessary to secure the use of those playing fields designated by the City for use by user. Agreements may be entered into regarding the use of concession stands.
4. Maintain all City playing fields in good playable condition, provide field lining and meet with user representatives regularly to jointly review field conditions, scheduled uses and mutual needs.
5. Enforce the terms of all Agreements.

## **Definition of Terms**

GPRD – City of Gahanna Department of Parks & Recreation

Affiliate – organization defined as a Group #1 or #2 as outlined in Group Grid and meets all requirements listed in Affiliate requirements listed in this policy.

Gahanna Resident (GR) – a player meeting one (1) of the following stipulations: lives within City limits or parent/guardian is employed and paid by a business/organization located within City limits. Proof of residency may require at a minimum one (1) of the following: verified address, current pay stub, current utility bill.

Gahanna School District Resident (GSDR) - a person who lives within the boundaries of the Gahanna Jefferson School District and pays taxes to the school district, but may not pay City taxes. This would include those who live in a bordering township or those who reside in unincorporated areas of the City.

Gahanna Community Residents – includes GRs plus GSDRs. Team rosters and/or individual participant utility bills/photo ID/school documents/pay stub may be required by GPRD staff to verify residency status. Although GSDRs are included in the Gahanna Community Residency total, school district residency does not exempt players or participants from additional fees charged to non-City residents.

Youth Status – persons under the age of 18 years old.

Select Programs – programs in which players are permitted or denied participation based upon an evaluation of the participants' skills. The City recognizes that these programs do have a purpose. The City will develop and execute Agreements with Select Programs, defining the relationship, arrangements and services provided to and from these organizations. To the extent that these organizations rely on and/or use City facilities, the City will review and be a signatory to said Agreements and thereby "permit" them to use City facilities. The purpose of these Agreements is to memorialize the relationships, roles, responsibilities, arrangements, services and payment of funds between and among these organizations. These organizations will adhere to the philosophy that general recreational programs are the City's highest priority for use of playing fields and its access will be balanced against other programs.

Gahanna Non-Profit Status – To qualify as a Gahanna Non-Profit user, the organization must meet all the criteria below.

1. The organization must be registered as a not-for-profit corporation with the State of Ohio and/or with the federal government, or if not registered with the State, must have a constitution, bylaws or mission statement which clearly states the objectives of the organization are of a non-profit, non-commercial nature.
2. The organization's board must be comprised of volunteers, with at least 70% or more Gahanna Community residents.
3. The organization must submit the following:
  - a. If incorporated, submit State Incorporation papers and bylaws; if not incorporated, submit constitution and bylaws or mission statement.
  - b. A summary of its annual budget showing all anticipated revenue, expenditures, and schedule of fees.
  - c. A roster of officers with addresses.
  - d. Contact information for the Field Representative authorized to make reservations for the organization.

## Affiliate Qualifications & Responsibilities

An Affiliate is an organization that through the Athletic Field/Facility Use Policy is identified as a Group 1 or Group 2 user. Affiliate is organized exclusively for charitable, religious, educational, and scientific purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code. Affiliates are required to complete an annual agreement as outlined below.

Affiliates shall accomplish the following: Provide a full range of athletic programs for Gahanna area youth of all ages, skills, and abilities, administering “non-select” programs, if any, consistent with the goals of the GPRD, while recognizing that recreational programs are its primary objective. Establish and enforce rules and regulations for conduct of its programs, including the conduct of parents, participants, volunteers, and officials.

In addition, Affiliates shall:

1. Develop and implement a dispute resolution procedure to be used by parents, participants, or others with disagreements regarding the application of these rules and regulations, or the conduct of Affiliate programs.
2. Maintain its offices (if any) within the City limits. Seventy percent (70%) of Affiliate Board members will be residents inside the Gahanna Jefferson School District, with the majority of the board being Gahanna City residents. Affiliate Board meetings will be open to the public, consistent with Affiliate bylaws.
3. Maintain its non-profit status and assure continued non-profit status of its Affiliates, and maintain its membership or sanctioning by a national sanctioning body, as may be deemed by the Affiliate Board to be in the best interest of the organization.
4. Provide a representative of the Affiliate to serve as a liaison to the City.
5. As requested: Provide its annual tax statement, and those of its Affiliates for review/audit by the City Finance Director. This will be due 45 days after the end of the fiscal year. Provide proof of insurance coverage to the City at amounts deemed satisfactory to the City and include the City as an additional insured and provide documentation to the Recreation Superintendent.
6. Assure compliance with any legal requirements for operation of its programs, including notification and/or background checks of volunteers regularly alone with children.
7. Ensure all coaches & referees adhere to mandated “Ohio Return to Play Law” training and guidelines. Make a dedicated effort to train all coaches through the National Youth Sports Coaches Association certification program or similar training.
8. Certify that it does not discriminate on the basis of race, color, religion, sex, national origin, disability, political affiliation, belief, age, marital status, ancestry, or military status, or any other characteristic protected by law. The group shall comply with the Americans with Disabilities Act (ADA) which requires that each program, service and activity offered be readily accessible and usable by individuals with disabilities.
9. Assume all responsibility for the conduct of its employees, agents, officers, officials, volunteers, or others in the conduct of its programs and activities.
10. Provide sport specific equipment necessary for its programs and provide training, coaches, officials and other personnel necessary for its programs and activities, through use of volunteers, Affiliates, contractors or sub-contractors.
11. Meet with the GPRD on a regular basis to review playing field and park conditions.
12. Comply with and communicate City rules and regulations regarding conduct in City parks during periods of Affiliate use.
13. Obtain all permits from the City or outside organizations necessary for use of playing fields and support facilities. Schedule and coordinate the use of those playing fields designated by the City for use by Affiliate during the program periods. Affiliate will also schedule and coordinate the use of all fields with “select” clubs and others not affiliated with these Gahanna based programs which have obtained permission from the City, where these needs are not in conflict with Affiliate programs. Affiliate expressly pledges to accommodate requests from other Gahanna community youth organizations, which have obtained permission from the City, where such requests do not conflict with Affiliate activities or with playing field integrity.

14. Not interfere in any manner with any child's participation in any school's sports program. Affiliate programs are intended to be a supplement and complement to those programs offered by school systems. All coaches within the organization are directed to encourage the participation of their players in their school's sports programs.
15. Submit for approval any non-recreational leagues; fee based camp or clinic; and/or local, state, or regional tournaments.
16. Not include Gahanna schools. Gahanna schools are excluded from participating in the Group classification as an Affiliate.

## Group Classification

Due to the large number of organizations that request usage of City facilities, it is necessary to define and classify users by type of activities and establish a reservation Group to ensure that City facilities are made available to best meet community needs. As a result, the facilities will be scheduled in accordance with a scheduling Group policy as established herein. Rental and user fees are established in accordance with the following Group classification policy and shall be approved annually by the City of Gahanna Parks & Recreation Board.

1. **All GDPR sponsored activities, programs, games, practices, leagues and tournaments have precedence over any other group, renter, tournament or user. Reservations for GDPR functions may be taken at any time for any date. GDPR functions may pre-empt lower Group reservations at the discretion of the GDPR.**
2. Groups not qualifying as an "Affiliate" organization will fall to the appropriate grouping based on the information provided to GDPR by the requesting user. Fields/facilities will be considered for according to group number.
3. Verification of Gahanna community residency will be established by providing such documentation as City staff deems necessary, up to and including team rosters and player addresses. Verification requirement to include one (1) of the following: current pay stub verifying employment within the City; current utility bill with name of guardian; or proof of current payment of taxes to the Gahanna Jefferson School District.
4. Permits will not be issued for practices at Headley Park.
5. Permitting of designated practice areas for Affiliate teams will be scheduled directly with each Affiliate.
6. Permitted games shall have priority over practices.
7. Organization representatives must provide game schedules to the City at least 5 days prior to the start of each season (rentals excluded).
8. Tournaments and Special Events require special permits to include additional fees as determined by GDPR.
9. After all requirements for application of field use are met, a formal permit will be issued authorizing use of City maintained fields.
10. A copy of the permit must be available at each site approved for use.
11. Requests for additional use or programs not covered by the Athletic Field/Facility Use Policy should be addressed in writing to the GDPR.

### *Group 1 – Recreation Based Affiliate*

These groups are required to have an executed Affiliate Agreement in place with the GDPR along with meeting the base criteria outlined in this agreement including: .

1. 501(c)(3) entity located within the City
2. Total amount of community residents to be 70% or more\*
3. All leagues games to be played in Gahanna
4. Tryouts of any kind are NOT permitted
5. Ages U4 and above
6. All volunteer coaches & board

\*Teams playing in Middle School level divisions will be required to be 51% or greater community residents due to OHSAA rules and regulations.

#### *Group 2 – Recreation Sponsored Travel/Club Affiliate*

These groups are required to have an executed Affiliate Agreement in place with the GPRD along with meeting the base criteria outlined in this agreement including meeting the base requirements listed below. Additionally, all field use must be sanctioned by a Group 1 organization meaning that league games are approved through a Group 1 user, being played within the regular season schedule in the defined travel league.

1. 501(c)(3) entity located within the City
2. Total amount of community residents to be 70% or more\*
3. All leagues games to be played in Central Ohio only
4. Exclusionary (invite only) Tryouts are NOT permitted
5. Ages U8 and above
6. All volunteer coaches & board

\*Teams playing in Middle School level divisions will be required to be 51% or greater community residents due to OHSAA rules and regulations.

#### *Group 3 –Gahanna non-profit Organizations*

Gahanna Jefferson Schools sanctioned programs, Gahanna 501(c)(3) organizations or Gahanna religious organizations (organization must be located within the City of Gahanna).

These groups are required to schedule facilities by completing an Athletic Field Use Application for all rentals prior to use. Group 3 users must meet the following guidelines:

1. 501(c)(3) entity located within the City or a Sanctioned athletic program through Gahanna Jefferson Schools
2. Total amount of Gahanna Community Residents to be 70% or more

\*Teams playing in Middle School level divisions will be required to be 51% or greater community residents due to OHSAA rules and regulations.

#### *Group 4 – Gahanna Residents*

Gahanna-based teams, residents, businesses or commercial organizations (Gahanna Residency Required). Use of the facilities for use such as non- Affiliate team practices, non- Affiliate games or non- Affiliate sanctioned tournaments. These groups are required to schedule facilities by completing an Athletic Field Use Application for all rentals prior to use.

#### *Group 5 – Non-Gahanna Residents*

All non-Gahanna organizations, groups, businesses, non-profits and individuals. Use of the facilities for athletic events. These groups are required to schedule facilities by completing an Athletic Field Use Application for all rentals prior to use.

### **Scheduling Process**

#### *Permit Procedures*

Reservations will be taken with priority given based on the Group Classifications listed above. See appropriate scheduling process below based on Group status. Requests for use of City fields and facilities are made through the GPRD at 200 S. Hamilton Road, Gahanna, Ohio 43230, 614-342-4250. Groups wishing to utilize a facility for any organized activity must complete the appropriate application forms. Each group must assign a Field Representative who will be the main contact with the City for field scheduling.

\*Tournament requests must be submitted using the “Tournament Application” form.

Block permits may be issued to organizations for league scheduling purposes. Game schedules must be submitted to the City at least 5 days prior to the start of the season and will be used by City staff to reallocate nongame times to other users.

## *Disclaimer*

The City makes no representations whatsoever that any of its fields are appropriate and/or compatible with any contemplated activity. Applicants and permit holders are solely responsible for determining if any field is safe and appropriate for any intended use. Permit holders are expected to inspect any field/facility prior and subsequent to each use to identify any unsafe condition and shall promptly advise the City in writing of any perceived unsafe or dangerous condition.

## *Permit Changes, Reschedules, New Requests*

Any permit changes, reschedules or new requests for use of City facilities must be submitted in writing by the group's Field Representative a minimum of 5 business days prior to the requested use date. Scheduling requests received less than 5 business days prior to the requested use date will be processed as resources allow. Scheduling of fields will be based on availability.

## **Athletic Field Reservation Procedure (Groups 1 through 2)**

1. For Affiliates, the City will assign athletic fields to each Affiliate via a preseason meeting with field coordinators representing all Affiliates. All schedule requests will be accepted during the set time period.
2. When fields have been assigned, scheduling of athletic fields for practices and games shall be a cooperative responsibility of field coordinators from each Affiliate.
3. A designated representative from each Affiliate will manage overall scheduling of league games and approved tournaments. The designated representative will be responsible for submitting a master game/practice/approved tournament schedule for each Affiliate to the City for field reservation. Deadlines will be established annually according to activity season.
4. City Staff will mediate any disputes between any reservation or user groups that cannot be resolved on their own. The Affiliates will acknowledge the decision of the City Staff as the final decision.
5. Reservations may not be sublet to a third party including any sanctioned partners.

## **Athletic Field Reservation Procedure (non-Affiliate classifications, Groups 3 through 5)**

Fields are permitted and allocated in two time periods.

Athletic Field/Facility Use Applications Due

Jan 30 – all March through August Rentals

June 30 – all September through November Rentals

\*After the deadline, all requests will receive a confirmation of receipt from GDPR which will include a timeline of expected response to submitted request.

1. Each organization is required to sign and submit an Athletic Field Use Application form and sign acknowledgements of compliance with the following:
  - Agree to all policies outlined in the Athletic Field Use Policy
  - Hold Harmless and Indemnity Agreement
  - Fee schedule
2. Organization may be asked to provide a certificate of insurance naming the "City of Gahanna" as an "Additional Insured" prior to the issuance of a permit.
3. Roster information and/or current non-profit information for verification of residency status.
4. Re-occurring rentals and reservations that include minimum 10 rentals, or more, may include a separate annual agreement approved by the Director of GDPR.

Multiple-use reservations may be made for more than one date or with recurring weekly use. Any person or organization missing the scheduling deadlines will have access to any remaining fields on a first-come, first-served basis after the allocation process is finalized. Submission of a request does not constitute approval. Approval is given according to the allocation policy, after a deposit is paid and when a permit is issued. Every effort will be made to accommodate the user group's use of fields.

Whenever possible, a minimum of 2 weeks' notice is requested when making a rental request. GDPR will provide availability of requests within 10 business days. All approved requests require 50% payment at time of approval. The remaining balance will be due 30 days prior to first rental date.

After the deadline, all requests will receive a confirmation of receipt from GDPR which will include a timeline of expected response to submitted request.

## **Athletic Rental Field Fees**

### *Hourly/Daily Rate:*

• Resident Discount Rate	\$60/2 hours	\$180 for all day
• Non-Resident Rate	\$110/2 hours	\$330 for all day
• Gahanna Non-Profit Organizations	\$50/2 hours	\$150 for all day

### *Annual Agreements:*

- Recurring rentals and reservations that include a minimum of 10 rentals, may include a separate annual agreement with volume use rates approved by the Director of GDPR.
- Gahanna Jefferson School District
- Academic Events/Organizations/Clubs – complete separate Athletic Field Use Application including fee schedules or requests for waiver of fees with approval by the Director of GDPR. Affiliate organizations complete separate Affiliate Agreements including fee schedules, with approval by the Director of GDPR.

## **NON-RESIDENTS AND FACILITY SPORTS FEES**

*The City holds firm to the policy that all players are subject to facility fees, player fees and non-resident fees. This includes but not limited to recreational activity or use related to athletic leagues, clinics, camps, rentals, special events, and tournaments. These fees are set by City administration and are collected by the GDPR. All fees are to be accompanied by a list of participants and the registered address of the participant.*

*Fees will be outlined in either the Affiliate Annual Agreement or Use Agreement.*

## **Tournaments and Camps**

1. Affiliates will present any and all tournaments and camps/clinics or other special events outside the scope of sanctioned league play or recreational activity to be conducted on City property to the City for review and approval. Affiliate must have the permission of the City prior to committing to any such activity/event to be conducted on City facilities. All tournaments and camps/clinics are subject to field rental fees when deemed necessary by the City.
  - a. Tournament is defined as more than 2 teams competing in more than 2 games over a term of more than 1 day. This includes but is not limited to: "friendlies", non-Gahanna teams playing each other, non-league round robins.
  - b. Camp/clinic is defined as an organized activity where participants sign up for a program that is separate from "regular" season play. This includes but is not limited to: try-outs, summer camps, and one-day clinics.
2. Current Affiliates are permitted two (2) tournaments per year with field use fees waived. All tournaments are subject to special event/use requirements that may include the rental fees paid by the Affiliate and must be submitted at least 90 days prior to event. End of season tournaments involving Gahanna teams scheduled as part of the season are NOT defined as tournament play.

3. Affiliate will be responsible for any additional services for the requested use. This would include things such as onsite staffing, park requirements, special duty Police, extra chemical toilets, extra trashcans, additional restroom services, etc.
4. Non-recognized, non-resident and for profit organizations/teams may reserve fields for clinics and special events if there is no conflict with a higher group's scheduled practice, game or tournament, the group meets facility usage guidelines, and the use will not have a negative impact upon field condition. All tournaments are subject to special event/use requirements that may include the rental fees paid by the Affiliate.

## **Insurance and Indemnification**

The Field/Facility User shall be responsible for its own liability protection/insurance from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting there from, and any other insurance prescribed by laws, rules, regulations, ordinances, codes, or orders.

The Field/Facility User shall be responsible for its own liability protection/insurance from auto claims, property damage claims, personal injury claims.

The Field/Facility User agrees to indemnify, protect and hold harmless City and its elected officials, officers, employees, and volunteers from and against any claims, costs (including reasonable attorney's fees and court costs), expenses, damages, liabilities, losses or judgments to the extent directly arising out of, or in connection with, any claim, demand or action made by any third party, if such are sustained as a direct consequence of Affiliate's provision of activities described in this agreement or as a result of the Affiliate's maintenance, modifications or alterations to the leased athletic facilities. Affiliate shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against the City or any of its elected officials, officers, employees, or volunteers

## **Maintenance Responsibilities**

1. Athletic facilities have specific maintenance responsibilities that must take place prior to use. City staff will maintain the facilities as outlined below. Please note that weather may prevent/modify maintenance from occurring as scheduled.
  - a. City-wide Baseball Softball and Fields (City Parks)
    - Grass areas of the fields will be mowed on a weekly basis
    - Outfield foul lines will be painted one time per week
  - b. City-wide Rectangle (Football, Lacrosse, Soccer) Fields
    - Grass areas of the fields will be mowed one time per week
    - Field lines will be painted one time per week.
      - Soccer Field - perimeter lines, center line, center circle, goal box, penalty area, penalty arc and penalty mark.
      - Football Field – perimeter lines, yard lines at ten yard intervals and hash marks
      - Lacrosse Field – perimeter lines, midfield line, restraining lines, center circle and goal crease.
2. User Groups will be expected to perform the following duties based on the needs of the organization to enhance the City maintenance performed at the facilities.
  - a. City-wide Baseball and Softball Fields (City Parks)
    - Groom infield surface prior to usage and after usage to help maintain field integrity for the next user.

- Repair base paths, home plate and pitcher's area.
- Place all necessary chalk lines.
- Provide and install bases.

b. City-wide Rectangle (Football, Lacrosse, Soccer) Fields

- Provide and install corner flags, goals and net,
- Provide lacrosse goals and markers.
- Provide field equipment (field markers, down markers) for football.

3. Additional field maintenance or equipment including but not limited to layout modification, additional mowing, and additional striping require special approval by GDPR Director in writing. Field user to be responsible for all fees associated with approved request.

4. Users may not modify a field/facility for use without approval noted on the permit or via a written approval, this includes additional mowing, lining or any other modification.

### **General Rules for Field/Facility Use**

1. THE PERSON OBTAINING THE PERMIT MUST BE 18 YEARS OF AGE OR OLDER AND IS RESPONSIBLE FOR GROUP CONDUCT AND RESPECT FOR THE FACILITY.
2. Park conduct – City Ordinances, including Chapter 563, must be obeyed at all times. A copy of all park rules can be found at [www.gahanna.gov](http://www.gahanna.gov). Failure to follow park rules may revoke any and all future permits.
3. Parking is allowed in designated areas only. Vehicles are not permitted off roads, into park areas or on paths.
4. Damage to rented facilities is renter's responsibility. Use of fields in inclement weather or attempts to improve field conditions by digging, excessive dragging or brushing, and the depositing of unacceptable fill is prohibited. In the event of inclement weather, permit holders MUST call the Recreation Supervisor at 614-342-4268 concerning field use. The City may seek further payment to compensate for any damage and future field use privileges may be revoked.
5. Usage may start at 9:00 a.m. on Saturdays and holidays and 10:00 a.m. on Sundays. Usage must be finished by dusk. Any deviation from timing must be preapproved by GDPR.
6. Litter associated with your event is to be placed in the containers provided.
7. Rain dates can't be booked at the time a reservation is taken.
8. Bases must be placed by team.
9. Players and spectators are prohibited from impeding the use and access to park areas, bike trails and leisure paths.
10. All agreements are ONLY for the named organization for above approved used. No sub-contracting or transferring of facilities is permitted under any circumstance including fundraisers, clinics, etc.
11. Renter is only permitted to use facility reserved. Agreement will be voided and all reserved facilities cancelled if there is unauthorized use of other park facilities.
12. Must have copy of permit on site.
13. Alcoholic beverages are not allowed in City parks, fields, schools, or adjacent areas.
14. Selling of food or other items is not allowed without City approval and will be noted on a separate vending permit.
15. The display or distribution of handbills, pamphlets, flyers or any other printed material containing advertising matter, information or announcements is prohibited on City property.
16. Amplified sound is not allowed on any field without City approval and will be noted on your permit.
17. Balls and any other equipment thrown, batted, kicked, or otherwise that land on private property must not be retrieved without the property owner's permission.
18. PERMITS ARE GRANTED ON THE CONDITION THAT IF THE FACILITY IS NEEDED FOR A GDPR FUNCTION, USER AGREES TO FORGO USE OF THE FACILITY. A FULL REFUND WILL BE MADE IF THIS OCCURS.
19. Violation of any of the above rules may jeopardize future field usage.

### **Traffic/Parking**

The City strives to be a good neighbor with residents near parks. Groups are expected to cooperate with the GDPR to minimize problems due to parking/traffic. This may require groups to stagger game times, increase the time between

scheduled games, direct participants/spectators to use specific parking areas, reduce the number of teams playing or practicing at a particular site, etc.

## **Field Rest and Renovation**

A rest and renovation program is scheduled for City fields. To minimize field wear and maintenance, the following measures shall be instituted:

1. Fields may be retired from play for a particular season to allow rehabilitation/regrowth of the turf.
2. The City may cancel individual field/park reservations for games and practices depending on current field conditions.
3. If cumulative field usage demand by all park users exceed the available athletic field resources for any particular size field, the City may:
  - a. Temporarily modify the field usage guideline, and or restrict tournament use.

## **Concession Stand**

Affiliates ONLY will be entitled to the use of any concession stands at the fields. The Affiliate is only permitted to sell items through the concession stand. All other vendors must be preapproved through GDPR and complete appropriate permits. The Affiliate is responsible for obtaining all licenses and permits that pertain to the operation and sales of food. The Affiliate shall provide the City with copies of all inspections and permits. All applicable sales taxes and fees will be paid by the Affiliate. The City reserves the right to inspect the concession stand at any time during this agreement and can halt the operation if deemed necessary. The City is not responsible for any action taken against the Affiliate.

## **Athletic Fields/Facilities Inclement Weather Closure Policy**

The City reserves the right to cancel or suspend approved outdoor facility or field use permits for games and other uses whenever it is anticipated that weather or field conditions could result in damage to the fields or injury to players. Permits may also be cancelled when the health and safety of participants are threatened due to impending conditions. All decisions made by GDPR staff are final.

It is the user group's responsibility to check with the City Recreation Supervisor to verify field closures. Groups cannot play on fields that have been closed. Under usual and ordinary circumstances, parks maintenance staff shall be responsible for assessing field conditions from 7:30 a.m. to 3:00 p.m., Monday through Friday. Recreation staff will be responsible for these functions after 3:00 p.m., Monday through Friday and on Saturdays and Sundays. Should weather conditions improve, maintenance staff will reassess field playability and reopen fields if conditions dictate. Field use or playability will be determined by safety conditions and/or hazards that could be deterrent to the welfare of users/players; existing and forecasted weather conditions for the day; and potential damage to the field due to use.

Groups who use City athletic facilities are responsible for canceling games and/or practices on-site if "poor or unsafe field conditions" exist. The City's definition of "poor or unsafe field conditions" includes:

1. Presence of lightning or thunder
2. Standing water in an area of at least 3 feet in diameter on the field
3. Water surfacing or bubbling up when walking on turf
4. Field is muddy to the point that footing becomes unstable (players slipping and sliding)
5. Sharp or other dangerous objects on field (i.e. broken glass, large unmovable rocks, broken base pegs, holes, etc.)
6. Unsecured goals

Field users shall inspect all fields prior to and subsequent to each use to determine the suitability of the fields for any contemplated use and to identify any safety hazards. Field users shall take reasonable measures to protect participants.