

City of Richland Tournament/Sports Clinic Athletic Field Use Guidelines

Revised 6/2018

Welcome

Thank you for considering the City of Richland for your upcoming sports field needs. Please take a few minutes to review all the attached information as it will make your experience with us more enjoyable. For questions and assistance please contact:

Stan Johnson, 942-1541 or Patty Roe, 942-7526
500 Amon Park Drive

All applications and requests please email: reserve@ci.richland.wa.us

Please follow the steps below to allow adequate time for processing and preparation for your field needs.

1.1 Read the Tournament Field Usage Guidelines. If you have any questions please contact us.

1.2 Complete the following items and email to: reserve@ci.richland.wa.us at least 60 working days prior to your tournament date or field use date request. Priority is allocated as identified in Section 2.4.

The Application Checklist:

- Tournament/Field Usage Application
- Tournament/Field Usage Application Checklist
- Certificate of insurance
- Temporary Business License, **if applicable**
- The Hold Harmless Agreement
- Pay the \$75 non-refundable application fee per tournament/clinic
- Submit the \$250 damage deposit, per complex
- Submit a copy of your standard concussion consent form if applicable

Please Note: The \$250 damage deposit per complex is paid at the time of application. The games fees and insurance requirements will be due 15 business days prior to your tournament/field use request date/s.

1.3 A pre-use walk through is required within 2 business days of the first day of field use. See Section 2.11.

1.4 Damage deposit – please note – the damage deposit is not used to pay the field use fees. Refunds are processed approximately 15 business days after the last scheduled day of field use. A refund, or partial refund or letter of non-refund of the damage deposit is mailed to the Tournament Director.

1.5 Definition of Terms

a) **“Tournament Director”** is defined as the activity organizer, promoter or representative responsible for organizing the tournament within any City of Richland park or facility. The Tournament Director shall be 18 years of age or older.

b) **“Special Use Permit”** is defined as a contract/reservation agreement issued by the City. A permit is required for any organized activity involving the use or having impact upon the parks facilities or grounds.

c) **“City”** means the City of Richland

d) **“Community Events”** means those events where the general public is invited to attend and no entrance fee or participation fee is required.

e) **“Department”** means the City of Richland Parks and Public Facilities Department

f) **“Historic Use”** means organizations who have scheduled sport fields during the most recent prior season for a particular sport.

g) **“League play”** means the practices and games scheduled with participants who have been solicited through a publicly advertised manner and no one is turned away from participating.

h) **“Maintenance Staff”** means the City of Richland Parks and Public Facilities Maintenance staff.

i) **“Private Events”** means those events where participants are selectively invited to participate or where a fee is charged to participate.

j) **“Organization”** means any entity requesting use of a sports field whether it is a league, group, association or individual team.

k) **“Resident”** means someone who resides within the city limits of Richland.

l) **“Select teams”** mean those teams made up of participants who have been selectively chosen.

m) **“Sports Field”** means those fields identified in this document.

Terms and Conditions for Use of Athletic Fields

The following rules and regulations will be in effect for all City of Richland parks. The reserving party will adhere to all park rules and regulations and will insure all field use participants do as well.

2.1 Prohibited Activities

Any activity that is prohibited by Federal, State, County or City of Richland law.

2.2 Laws, Rules and regulations

The Tournament Director and participants shall comply with all Federal, State, County laws and City of Richland ordinances and regulations governing the use of Richland parks. Said laws, rules, ordinances and regulations as applicable shall be made available to the Tournament Director. It is the responsibility of the Tournament Director to provide and disseminate the information to all attendees and participants.

a) Individuals are responsible for any damage done to person(s) or property when equipment leaves the complex. For example, but not limited to, a homerun ball flying over the outfield fence and striking a car resulting in a broken window or causing body damage to the vehicle. If the individual who caused the damage does not take responsibility, the Tournament Director will be responsible for the damage.

b) Changes, alterations, or defacement of park property, facilities, facility furnishings or equipment is not allowed. Any person or group causing damage to property or equipment will be required to pay for current cost or repair including labor, or replacement to restore furnishings or equipment to its original condition. Costs will be deducted from the damage deposit. Additional charges above the damage deposit must be paid in full. Until final payment for damage is received, the City shall have the right to deny future applications without any stated cause and seek restitution through the legal system.

2.3 Condition of Premises

The Tournament Director will accept the premises in its present condition and at the times designated on the Special Use permit. Any field conditions that affect the playability of the field will be noted on the pre-use walk through and corrected by the City prior to scheduled field use.

2.4 Reservations of Use Dates

Preference for Scheduling shall be given in the following order:

1. Leased facilities
2. City of Richland operation/maintenance/events/programs; tournaments solicited by the City and City co-sponsored events or programs
3. Governmental Agencies/Richland School District: conducting events or activities designed to serve the citizens and businesses of Richland and tournaments that increase tourism.
4. Organizations with which the City has Facility Use Agreements
5. Historic user's youth sports leagues
6. Richland youth sports league play
7. Richland resident youth Select Teams games and practices
8. Richland resident adult sports leagues and all other tournaments
9. Richland residents & Richland non-profit businesses for non-commercial use
10. Resident for-profit Businesses: Must have a building within the City limits.
11. Non-residents; non-resident select teams, non-resident league play and Non-resident non-profits:
12. Non-resident businesses

The City will not normally schedule any use of sports fields during the months of November, December, January and February. Each request during these months will be considered on an individual basis.

Tournament/Sports Clinic Season: March 1st – October 31st

- Tournament and Sports Clinic Applications for **2019** must be submitted by November 1st, 2018.

Due to limited field availability the City cannot always guarantee that you will receive all the field times that you have requested.

2.5 Tournament Fields Available (see pages 13-17)

Baseball/Softball fields

Badger Mountain Park	3 Little league baseball fields
Claybell Park	2 Little league baseball fields
Columbia Playfield	5 Softball fields
Horn Rapids Athletic Complex	4 Softball fields
Jefferson Park	2 Little League baseball fields

Multi-Purpose Sports Fields

Badger Mountain Park	2 fields
Badger Mountain Park -Wiser	1 Football field with posts
Claybell Park	3 fields

2.6 Insurance and Hold Harmless

- a. Insurance Term. The Tournament Director shall procure and maintain for the duration of the league season, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Tournament Directors operation and use of the Premises.
- b. No Limitation. The Tournament Director's maintenance of insurance shall not be construed to limit the liability of the Tournament Director to the coverage provided by such insurance, or otherwise limit City's recourse to any remedy available at law or in equity.
- c. Minimum Scope of Insurance. The Tournament Director shall obtain insurance of the types and coverage described below:
 - i. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. Landlord shall be named as additional an insured on Tenant's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.
- d. Minimum Amounts of Insurance. The Tournament Director shall maintain the following insurance limits:
 - i. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- e. Other Insurance Provisions. The Tournament Director's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to City. Any insurance, self-insurance, or self-insured pool coverage maintained by City shall be excess of the Tournament Director's insurance and shall not contribute with it.

- f. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- g. Verification of Coverage. The Tournament Director shall furnish City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Organization.
- h. Waiver of Subrogation. The Tournament Director and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Premises. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.
- i. Notice of Cancellation. The Tournament Director shall provide City with written notice of any policy cancellation within two (2) business days of their receipt of such notice.
- j. Failure to Maintain Insurance. Failure on the part of the Tournament Director to maintain the insurance as required shall constitute a material breach of Lease, upon which City may, after giving five (5) business days' notice to the Tournament Director to correct the breach, terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to City on demand.
- k. Full Availability of the Tournament Director Limits. If the Tournament Director maintains higher insurance limits than the minimums shown above, City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Tournament Director, irrespective of whether such limits maintained by the Tournament Director are greater than those required by this Agreement or whether any certificate of insurance furnished to City evidences limits of liability lower than those maintained by the Tournament Director.

2.7 Use Fees

Fees are charged to provide for recovery of the cost to City taxpayers for administrative and maintenance costs associated with exclusive use requests of park facilities. Fees include the cost for application processing, administration, maintenance, utilities, space and/or facility use and in some cases, fire, police, public works and other miscellaneous expenses.

Fees Due at Time of Application

	Fee
Application Fee (non-refundable)	\$75 per application
Damage deposit	\$250 per complex

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Fees Due 15 Business Days Prior to Use

	Resident	Non-Resident
Softball Fields*	\$5.00/hour	\$7.00/hour
Baseball*	\$5.00/hour	\$7.00/hour
Multi-Purpose Sports Field*	\$5.00/ hour	\$7.00/hour
Sport Courts*	\$5.00/hour	\$7.00/hour
Use of Lights*	\$14.00/hour	\$18.00/hour

*Fee is per hour/per field/court

Tournaments, Special Event, League and Clinic Fees:

Event Support Staff at Sports Fields (Parks and Facilities Staff)	\$20.00 per hour
Maintenance Support @ Sports Fields (3 Maintenance Staff, min. 3 hours/per day)	\$58.50 per hour
Rec Staff Support @ Sports Fields (2 Maintenance Staff, min. 2 hours/per day)	\$20.00 per hour

Field Striping Fees:

Football Field:	
Initial Setup	\$300.00 per field
Material	\$ 64.00 (8 gallons)
Touch Up Painting/Restripe	\$ 60.00 per field
Lacrosse Field:	
Initial Setup	\$180.00 per field
Material	\$ 40.00 (5 gallons)
Touch Up Painting/Restripe	\$ 60.00 per field
Soccer Field:	
Large and Small Field Initial Setup	\$120.00 per field
Large Field Material	\$ 48.00 (8 gallons)
Small Field Material	\$ 35.00 (4.5 gallons)
Touch Up Painting/Restripe	\$ 50.00 per field

Tournaments, Special Event, League and Clinic RV Parking Fee:

RV Parking

(1 RV per space/overflow parking)

\$10.00 per night

The City will not place holds on fields and the reservation/use is only confirmed upon payment of the Use Fees.

Based upon the information contained within the Field Use Application the field use fee will be calculated and 75% of the fee is required, as a deposit, 14 business days prior to the first tournament day. Payment made be made online or in person at the Parks and Public Facilities office at 500 Amon Park Drive. If you wish to pay online please call the Parks and Recreation at 942-7529 for assistance with online payments. The balance of the field use fee will be determined after the conclusion of the tournament and the exact number of games has been finalized.

2.8 Field Use Cancellation Policy

Field use cancellation must be made in writing at least 14 business days prior to scheduled field use. Failure to do so will mean forfeiture of the field use fee deposit for all fields not used. Fees will only be refunded if the City has to close the fields for a safety reason or the City determines that the fields are unplayable due to weather conditions. Once field use has begun, however, you are responsible for the payment for all field fees and games that were completed or partially completed before the rainout or field closure.

2.9 Sports Complex Cancellation Policy

If one or more parks are reserved and there is a need to cancel usage of one or more of them and your field use continuous at other park locations, it will result in the forfeiture of the \$250 damage deposit for each park use cancelled.

2.10 Field Maintenance

- 1) Field users are responsible for clean-up, litter removal (including seed shells and plastic bottles) and removing all equipment and materials after use.
- 2) All facility maintenance shall be performed by the Maintenance Staff unless written authorization has been provided by the Department. **Do not rake, drag or line fields.**
- 3) Fields shall not be used while maintenance activity is occurring on the field.
- 4) The City reserves the right to limit the amount of scheduled and non-scheduled play on athletic fields during any given season or tournament to prevent excessive damage to turf.
- 5) Field Closure/Rainouts – The Department has the final authority regarding the play-ability of the fields. Maintenance Staff will consult with the umpire-in-chief and

the Tournament Director regarding the playability of fields during inclement weather. When innings are in progress, the umpire will make the decision to continue or stop play. Maintenance Staff will be scheduled to staff the fields during the course of the tournament at department-established levels.

Closures may result from poor playing conditions that could cause safety hazards for the public and/or damage to City property that could result in excessive repair work to bring the field back to a playable condition.

2.11 Tournament Information

A final game schedule must be submitted five (5) business days before the first day of the tournament.

Staggering of game times is encouraged to allow for complete field maintenance.

Games shall not start before 7:00 am and all games shall be completed by 11:00 pm unless permission to extend the hours is granted in writing by the City.

The Tournament Director (or designated individual) is required to attend a pre-tournament walk through for their first tournament of the calendar year. All subsequent tournaments will require a conference call and the Tournament Director must sign the pre-tournament walk-through form via email. The Tournament Director is responsible for scheduling a time one week prior (or as agreed upon with City staff) to the rental date to visit the park to review the specifics of each location. This is a scheduled mandatory walk-through and not a drop in situation. Please allow for at least ½ hour of time for the walk through at each location and ½ hour for each conference call.

The Tournament Director or designated individual must be on the premises at all times during the tournament. If multiple locations are being used, s designated site director must be at each location.

The Site Director is required to meet with the City Maintenance Staff, for 5-10 minutes, each morning of the tournament prior to the first game.

2.12 Clean-Up

The field area used by the Tournament Director shall be free of litter each day prior to leaving the facility.

All equipment brought in by the Tournament Director shall be removed at the conclusion of the last game.

If any additional clean-up work is required to be performed by the maintenance Staff, the cost will be deducted from the damage deposit.

2.13 Vehicles in Parks

Vehicles will only be allowed outside designated parking lots with the permission of the City.

2.14 Concessions/vendors

If concession sales or vendors are considered for the league season the Organization shall contact the City of Richland Business Licensing Office at 509-942-1104 or BusinessLicensing@ci.richland.wa.us.

2.15 Alcohol

The consumption of alcoholic beverages is not permitted in City parks unless the Tournament Director is granted written approval from the City. Approval from the City will require the Tournament Director to provide the following:

- a) Receive a temporary license through the Washington State Liquor Control Board
- b) Arrangements must be made for professional security to be present during the activity. The City will assist in determining the number of security personnel for the activity. The security company must be licensed and bonded
- c) All areas where alcohol is being consumed must be enclosed per standards established by the Washington State Liquor & Cannabis Board.
- d) No minors are allowed within the designated alcohol use area.
- e) All alcohol shall remain in the designated area.
- f) Licensed alcohol server, no bring your own bottle
- f) Supplemental Commercial General Liability insurance as follows:
 - 1) Insurance as required under 2.6
 - 2) \$1 million liquor liability insurance from the Tournament Director
 - 3) \$1 million liquor liability insurance from the alcohol server
 - 4) \$1 million general liability insurance from the security company

2.16 Smoking and Tobacco

Smoking and Tobacco use is prohibited within any building, within 25 feet of any building entrance and within 50 feet of any playground.

2.17 Banners

All banners, flyers, announcements, advertisers and/or ads posted in the park or used and/or promoted with the event requires the approval of the City. The Tournament Director is responsible for the removal of all the items.

2.18 Music/Public Address System/Noise Ordinance

When music or a public address system is necessary or requested for use in a park, City approval is required. The Tournament Director recognizes that the Field Use Permit executed with the understanding that the Tournament Director will respond responsibly and appropriately to any complaints received regarding excessive noise, up to and including removal of the noise source.

2.19 Emergency and Non-emergency Situations

In the event that an emergency occurs during field use please contact emergency services at 911. For non-emergency situations please call 628-0333.

2.20 Camping

Camping at City parks may occur in conjunction with special events and requires approval from the City. Overnight camping fees are \$10 per night. Camping permits may be obtained from the Parks and Public Facilities Office at 500 Amon Park Drive. Permits must be displayed in the front window of the vehicle.

2.21 Pets

Pet waste must be picked up by the pet owner. All dogs must be on a leash or at heel (2 feet from owner and under voice control).

2.22 Non Discrimination

Applicant shall comply with the State of Washington's "Fair Play and Community Sports Act" (Chapter 467, 2009 Laws, effective date July 26, 2009) that prohibits discrimination against any person in a community athletics program on the basis of sex.

Applicant shall not discriminate on the basis of sex, religion, gender identity, transgender, color, race, creed, national origin, age, marital status or the presence of any sensory mental or physical handicap in the provision of services, in programs or activities. The City does not discriminate on the basis of disability in the programs and activities which it operates or allows other organizations to operate on City lands, pursuant to the requirements of the American with Disabilities Act of 1990, Pub. L101-336.

2.23 Zackery Lysted Law

Applicant shall annually require all youth players and the parent(s)/guardian(s) of those players to sign and return an informed consent form relating to the nature and risk of concussion or head injury. This information sheet shall include the signs and symptoms of concussion/brain injury. A copy of the form given to players/parents/guardians shall be submitted to the City. Applicant shall ensure that all coaches are educated in the nature and risk of concussion or head injury prior to the first practice/competition. This education shall include signs and symptoms of concussion/brain injury. Resources for this education shall be available in both English and Spanish.

2.24 Termination

Failure of the Tournament Director to comply with the conditions of the field use permit and these conditions shall constitute full and adequate cause for the City to immediately terminate this Permit subject to the notice and cure provisions of the following paragraph:

Timely and full performance of all terms and conditions of this Permit is made the essence hereof. In the event the Tournament Director fails to keep or perform any terms or conditions required herein to be kept or performed by it, the City shall have the right to promptly notify the Tournament Director of such failure. The Tournament Director shall take immediate action to correct such failure. If the Tournament Director fails to take the appropriate corrective action within an mutually agreed period of time (which shall not be more than 24 hours during the time of field use), the City may, at its option, take such action as is reasonably necessary to correct the failure and charge the cost thereof to the

Tournament Director or declare this Permit forfeited and resume possession of the premises.

General Park Rules RMC 9.42

1. **There shall be no unauthorized motorized vehicles allowed in the parks.**
2. The possession of weapons in the parks is prohibited including, but not limited to, air rifles, paintball guns, bows and arrows, crossbows, swords and pellet guns. This section shall not apply to the open carry of a firearm except where prohibited or to firearms permitted under Chapter [9.41](#) RCW.
3. There shall be no intentional dumping of personal trash, litter or garbage outside a receptacle provided by the city and/or which is appropriate for that purpose allowed in the parks.
4. There shall be no intentional destruction of vegetation.
5. There shall be no unauthorized burning.
6. There shall be no unauthorized camping per subsection (D) of this section.
7. There shall be no alcoholic beverages consumed in the parks without the appropriate permits.
8. There shall be no littering in the parks.
9. Dogs must be in compliance with existing leash law as set forth in RMC [7.03.050](#), or in compliance with rules established for designated off-leash dog areas within the city park system.
10. There shall be no sound made by the use of a musical instrument, whistle, sound amplifier, juke box, radio, television, iPod or other similar device so as to be audible greater than 75 feet from the device.
11. City property, which consists of dedicated or designated public parks, shall be available for use and activities during the hours of 5:00 a.m. and 11:00 p.m. It shall be unlawful for any person to be present in or use these public facilities after 11:00 p.m. or prior to 5:00 a.m.
No participant shall intentionally throw, hit or kick balls into or over the fences, backstops or buildings.
City of Richland owned bases, pitching rubbers, pitching mounds, etc. are not to be removed from or relocated on any sports fields.
The Department or his/her designee shall enforce, or caused to have enforced, the provisions herein; and shall have the authority to deny use of any facility to an individual or group who refuse to comply with the rules and regulations of the permit.

The City reserves the right to full access of the rented space during a rental to ensure compliance with rental rules and regulations.

City of Richland Tournament/Field Usage Application Checklist

Please ensure that you have completed and enclosed the following items. Incomplete applications will not be accepted and will be returned. Applications must be submitted to the parks and Public facilities department Office, 500 Amon Park Drive, at least 60 days prior to the first day of requested field use. This checklist must be attached to the application when submitted. Payment is accepted by cash, check or credit/debit card.

(Please initial)

- 1) I have read the Tournament/Field Usage Guidelines and understand the requirements for field use _____
- 2) The Application form is completed fully, signed and dated _____
- 3) The hold Harmless Agreement is signed and dated _____
- 4) The Application fee is enclosed _____
- 5) The \$250 damage deposit fee, per location, is enclosed _____
- 6) Application Checklist (this sheet) is signed and dated by the Tournament Director _____
- 7) Proof of liability insurance _____
- 8) Temporary Business License _____
- 9) I have read and understand that I am required to have a Site Director at each location and they must be present at all times of field use _____
- 10) I have read and understand the policy on sports complex cancellations _____
- 11) I have attached a copy of the form given to players/parents/guardians regarding concussions. _____

Tournament Director Signature: _____

Date: _____



City of Richland Hold Harmless Agreement

Name of organization/Individual _____

Field use Location(s) _____

Field use date(s) _____

(Organization/Individual Name) _____ agrees to indemnify, defend and hold the City harmless from and against all liabilities, costs, damages and expenses which may accrue, be charged to, or recovered from the City by reason or on account of damage to the property of the City, including environmental damage, injury to, or death of any person, arising from _____'s use and occupancy of City property, provided the City shall give _____ prompt and timely notice of any claim made or suit instituted which in any way affects _____ or its insurer, and _____ and its insurer shall have the right to compromise and defend the same to the extent of their own interest. Any final judgment rendered against the City for any cause for which _____ is liable hereunder shall be conclusive against _____ as to liability and amount.

I further state that I am 18 years of age or older and legally competent to sign this document. I understand these terms are contractual and not mere recital and that I have signed this document as my own free act.

Signature of Tournament Director:

Date: _____