



PARKS & RECREATION DEPARTMENT  
ATHLETIC FACILITY TOURNAMENT POLICY

## TABLE OF CONTENTS

A. Purpose.....	3
B. Availability.....	3
C. Modifications.....	3
D. Reservation Priorities.....	3
E. Reservation Procedures.....	3
F. Inclement Weather.....	4
G. Deposit/Damages/Cancelation/Refunds.....	4
H. Use Regulations.....	5
I. Loading and Unloading Equipment and Tournament Setup.....	6
J. Basic Fee Structure .....	6
K. Softball/Baseball Field Rental.....	6
L. Soccer/Lacrosse/Flag Football Field Rental.....	6

## **Athletic Facility Tournament Policy**

### A. Purpose

The purpose of this Athletic Facility Tournament Policy ("Policy") is to outline the procedures, regulations, and allocation priority for the permitted use of City of Palm Coast parks and athletic facilities ("Facilities") for athletic tournaments ("Tournaments"). Due to the demand for use of the Facilities, it is imperative that all user groups abide by the guidelines and procedures set forth in this Policy. This Policy is supplemental to the Parks & Recreation Department Athletic Field Use Policy. Fees charged for Tournaments held at the Facilities serve to recover City costs associated with maintenance, preparation and use of the Facilities. This Policy also sets a standard of expectation for Tournament participants and visitors which is consistent with the level of service expected from the City's parks system as a whole.

The Tournament organization shall be responsible for submission of a complete Tournament application, payment of all fees and damages, enforcement of all applicable rules, regulations and ordinances, ensuring that a designated person(s) of authority is on site at all times, and for such other requirements listed in this Policy.

### B. Availability

Facilities will be available for Tournaments January 2nd through November 30th annually. At the City's sole discretion, minor calendar adjustments may be implemented depending on the days of the week which January 2 and November 30 occur. Special requests not within the aforementioned time frame may be considered at the City's sole discretion.

### C. Modifications

The City of Palm Coast Parks and Recreation Director, or his or her designee, may modify or waive any policy or fee as he or she deems necessary and in the best interest of the City of Palm Coast.

### D. Reservation Priorities

Due to the limited number of Facilities available, the following priorities have been established to serve as a guide in determining the priority of allocation and use of the Facilities:

1. Sports Alliance members (including member organizations and tournament organizations)
2. Returning Tournaments
3. New Tournament requests

The City will attempt to accommodate all field space requests received. When there are field space allocation conflicts, staff will assign usage based upon the prioritization provided above, historical usage by an organization, an organization's past conformance to rules, regulations, and any related permit requirements. Sports Alliance organizations have reservation priority from the months of March until May.

### E. Reservation Procedures

1. Returning Tournaments must submit an application, along with the applicable deposit amount, with the City Parks and Recreation department one full year before the returning Tournament's requested Tournament dates.

2. Applications for new Tournaments must be submitted to the Parks and Recreation department a minimum of 60 days in advance of the requested Tournament dates.
3. All Tournament requests shall be in writing on the appropriate athletic Field Usage Permit Application form.
4. The requesting Tournament organization must enter a Field Usage Permit Application agreement with the City of Palm Coast Parks & Recreation Department for the authorized use of any Facility. The agreement must be completed prior to any advertising or publication of dates and location, as the requested facilities may or may not be available. Organizations are required to attend the City of Palm Coast Special Event Review Team (SERT) meeting prior to tournament. The City will notify organizations of the date and time of meeting.
5. Finalized Tournament schedules must be submitted to the City Athletics & Field Maintenance Supervisor no less than 3 days prior to the Tournament date.
6. A Certificate of Insurance must be provided to the City Athletics & Field Maintenance Supervisor two weeks prior to the event. The City of Palm Coast (160 Lake Avenue, Palm Coast, Florida, 32164) shall be named as an additional insured on the Certificate of Insurance.
7. Non-profit organizations must provide 501(c)(3) form to the City prior to the Tournament.
8. Field layouts must be submitted to the City Athletics & Field Maintenance Supervisor no less than one week prior to the event.
9. Incomplete requests received may result in the request being denied.
10. Confirmation of approved Tournament dates will be emailed to the applicant with a receipt of deposit provided to the City.

F. Inclement Weather

Athletic fields may be closed due to inclement weather or saturated conditions. For all weekend Tournament activity\*, it is the responsibility of the league representative to determine the safety and playability of their respective sites.

\*weekend activity (Friday, Saturday & Sunday)

G. Deposit/Damages/Cancelation/Refunds

1. The required deposit is based on the number of fields reserved.
2. The Tournament organization's provided deposit will first be applied towards the balance of Tournament-related fees due to the City. Thereafter, the remaining deposit will be returned to the Tournament organization. If additional fees are due following application of the deposit to the Tournament organization's total balance due to the City, the City will provide the Tournament organization with an invoice for the remaining balance due. Payment of such additional fees is due to the City within 30 days of completion of the Tournament.
3. The City has the sole right to determine damages to or misuse of the Facilities or other City property.
4. The City shall not be responsible for any loss or damage of equipment and materials brought to the Facilities for use by the Tournament organization or Tournament participants.
5. The Tournament organization shall be responsible for all damages to City property caused by the Tournament organization and Tournament participants, including damages caused by any equipment and materials used by the Tournament organization or Tournament participants.

6. The Tournament organization and its participants are prohibited from making any unauthorized repairs to City Facilities.
7. Use of the Facilities for other than the approved purposes may result in assessment of additional fees and/or damages, cancellation of the remainder of the tournament and/or future use of the facilities.
8. The Tournament organization and its participants shall keep and leave the Facilities in a clean and neat condition. If it is necessary for the City to provide or hire cleaning services as a result of Tournament activities, additional fees will be charged to the Tournament organization, which shall be responsible for the payment thereof.
9. The following cancelation fee will apply to Tournament organizations canceling a scheduled Tournament:
  - a. More than 30 days prior to the Tournament: full deposit refund
  - b. 8 days to 29 days prior to the Tournament: 50% deposit refund
  - c. 7 days or less prior to the Tournament: full deposit forfeited
10. If any Tournament games/rounds/matches are canceled prior to such Tournament games/rounds/matches being played, field preparation fees will be charged to the Tournament organization if such field preparations have commenced and/or been completed by the City. If Tournament play is shortened by inclement weather, both field preparation fees and field rental fees will be charged to the Tournament organization.
11. Failure to comply with this Policy may result in the cancellation of reservation(s), forfeiture of all fees/deposits, and forfeiture of the right to use the Facilities in the future. Permits are revocable at any time for violation of this Policy or City of Palm Coast ordinances.

#### H. Use Regulations

1. The Tournament reservation is for the approved designated field(s) only. Use of the Facilities is limited to the activities specified on the permit issued by the City. Athletic field use permits should be carried by the permitted group at all times during scheduled use of the athletic fields and must be presented upon request. These permits are non-transferable and may not be passed on to other user groups. All field users must adhere to their designated activity, times, locations and dates of assigned use. Authorized permits will only be distributed after a meeting is held regarding the Tournament and use of the athletic field, and all required documentation has been submitted by the group (i.e. proof of insurance). All Tournaments must have an authorized permit for use of the Facilities.
2. If the Facilities are utilized for a purpose not designated on the permit, charges will be assessed for such usage.
3. Organizations conducting fundraising events must possess not for profit (501(c)(3)) status and Tax Exemption Letter. Unless fundraising is specifically authorized by the permit, fundraising activities shall not be conducted during the Tournament.
4. Prior to the Tournament, all Tournament vendors must obtain a City of Palm Coast local business tax receipt for the sale of t-shirts, hats, food, and other novelties and are subjected to the applicable vendor fee.
5. At the discretion of the Special Events Review Team, security or police presence, or parking attendants may be required at the cost of the Tournament organization.
6. No fences may be used for "soft toss" at the baseball fields.
7. Golf carts may be authorized for use during the Tournament if prior written approval is obtained by the Parks and Recreation Director, or his or her designee. All drivers of golf carts must possess a valid driver's license.
8. Vehicles may not be driven or parked on turf surfaces, sidewalks, service drives or emergency zones. Only parking lots may be used for loading and unloading.

9. Tournament equipment may not be located at the Facilities unless the use and location of such equipment has received prior written approval from the City.
10. DJs and amplified music are not allowed without prior written approval from the City.
11. Only City Parks and Recreation staff are authorized to prepare the Facilities' fields, unless the Tournament organization receives prior written approval from the City. Field preparation includes, but is not limited to, painting of the fields.
12. The Tournament permit may be revoked by the City if it is determined that the application for the permit contained any misrepresentation or false statement, or that any provision of this Policy is not being complied with, or that the safety of the Tournament organizations, its participants or attendees is endangered by the continuation of Tournament activities.

I. Loading and Unloading Equipment and Tournament Setup

Tournament organizers may load and unload equipment one day prior and after the event. Breakdown for the Tournament must be completed immediately following the conclusion of the Tournament.

J. Basic Fee Structure

Fees are based on the Facilities set-up and preparation for the Tournament and a portion of the yearly maintenance costs associated with the care and maintenance of the fields. Deposits are required at the time the application is received. The City will provide an invoice for all other applicable fees to the Tournament organization following completion of the Tournament. Payment of such additional fees is due to the City within 30 days of completion of the Tournament.

Current fees:

- Rental fees for each individual field
- Maintenance staff fees
- Light fees (as applicable)
- Deposit of \$250 per permit.

Fees relating to the above are as provided by the City of Palm Coast Parks & Recreation Fee Structure adopted by the City Council ("Fee Structure").

K. Softball/Baseball Field Rental

The field rental fee will include preparation of the field, to include lining, and pitcher's mound maintenance. No grounds tools will be available to the Tournament organization if Parks and Recreation staff is not on site. If field lights are utilized, charges will apply as provided in the Fee Structure.

L. Soccer/Lacrosse/Flag Football Field Rental

The field rental fee will include preparation of the field, to include lining, goal set up, and corner flags. If field lights are utilized, charges will apply as provided in the Fee Structure.



# CITY OF PALM COAST

## FIELD USAGE PERMIT APPLICATION

<b>Organization and/or Renter Information</b>	<i>Organization Name (hereinafter "Renter"):</i>		<i>Today's Date:</i>		
	<i>Authorized Agent for Renter:</i>		<i>Birthdate Date:</i>		
	<i>Organization Address:</i>		<i>City:</i>	<i>State &amp; Zip:</i>	
	<i>Authorized Agent Phone:</i>		<i>Authorized Agent Email:</i>		
	<i>Phone for Public Distribution:</i>		<i>Email for Public Distribution:</i>	<i>Web Address for Public Distribution:</i>	
<b>Facility/Field Requested</b>	<i>Facility Requested:</i> Park Name	<i>Event Type:</i> (Tournament, games, practices, camp etc.)		<i>Number of Fields Requested:</i>	
	<i>Number of Teams Participating:</i>	<i>Number of Players on Each Team:</i>		<i>Expected Number of Attendees on Site at One Time:</i>	
	<i>Season/Tournament Start Date:</i>	<i>Requested Days/Times of the Week:</i>			
	<i>Season/Tournament End Date:</i>	<b>Monday:</b> Begin Time: _____    End Time: _____ <b>Tuesday:</b> Begin Time: _____    End Time: _____ <b>Wednesday:</b> Begin Time: _____    End Time: _____ <b>Thursday:</b> Begin Time: _____    End Time: _____ <b>Friday:</b> Begin Time: _____    End Time: _____ <b>Saturday:</b> Begin Time: _____    End Time: _____ <b>Sunday:</b> Begin Time: _____    End Time: _____			
	Field lights are turned on 15 minutes prior to begin time. Field lights are turned off 15 minutes after end time.				
<b>Tournament Directors Must Complete This Section</b>	<i>Number of Vendors:</i> _____	<i>Number of Tents:</i> _____	<i>Electric Needed?</i>		
	<i>Cooking on Site?</i> <input type="checkbox"/> YES <input type="checkbox"/> NO	<i>Size of Tents:</i> _____	<input type="checkbox"/> YES <input type="checkbox"/> NO		
	<i>Signage for Handicapped Parking Needed?</i>	<i>Signage for Parking Needed?</i>	<i>Parking Assistance Needed?</i>		
	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	Fees may apply <input type="checkbox"/> YES <input type="checkbox"/> NO		

<b>Additional Information and Documents Required</b>	<p><b><i>Attach the following information and documents:</i></b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Organizational Information <b><i>(Athletic Leagues Only)</i></b> <ul style="list-style-type: none"> <li>Articles of Incorporation</li> <li>By Laws</li> <li>Non-Profit Document</li> </ul> </li> <li><input type="checkbox"/> Official League Roster with names and addresses of registered players <b><i>(Athletic Leagues Only)</i></b></li> <li><input type="checkbox"/> Organizational Officers – names, addresses, phone numbers and emails <b><i>(Required of all Renters)</i></b></li> <li><input type="checkbox"/> Certificate of Liability Insurance (see page 3) <b><i>Required from all Renters</i></b></li> </ul>
--	--

**Indemnification:**

For and in consideration of the City of Palm Coast’s consent to allow the Renter to use a city owned/managed facility located within Flagler County Florida, the Renter agrees as follows:

The Renter jointly and severally, hereby hold harmless, indemnify and defend the City of Palm Coast, its representatives, officers, agents, affiliates, employees, the administration and elected and appointed officials from and against all liability, suits, actions, claims, costs, expenses or demands (including, without limitation, suits, actions, claims, costs, expenses or demands resulting from death, personal injury and property damage) or expenses of every kind and character, including reasonable attorney’s fees, costs and appeals, arising or resulting in whole or in part, as a result of any tort, intentional action, negligent acts or omissions on the part of the Renter or any of the contractors, subcontractors, participants and/or guests associated with the facility rental outlined in this application. This indemnification provision shall survive the termination of the Facility Usage Permit and shall be in full force and effect beyond the term or termination of the Facility Usage Permit however terminated. This indemnification provision includes claims made by the entitlement, if any, to immunity under section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity of section §768.28, Florida Statutes.

---

The undersigned hereby acknowledge that a copy of the ***Athletic Field Usage Policies*** containing the rules and regulations for use of athletic facilities owned and/or managed by the City of Palm Coast Parks and Recreation Department has been received and has been read, understands and agrees to abide by these rules & regulations governing the usage of the Facility being rented.

---

The undersigned person executing this Application on behalf of the Renter represents and warrants that he/she has full authority to sign this Application on behalf of the Renter and that he/she has the authority to fully bind the Renter to the terms and conditions set forth in this Application.

\_\_\_\_\_

Name Date

---

\_\_\_\_\_

Print Name of Authorized Signatory Title

---

\_\_\_\_\_

Address City State Zip Code

---

Approved by:

\_\_\_\_\_

Department Director or Designee Signature Date



