



# City of Decatur Athletic Facility Rental Application

Decatur Parks & Recreation

(Please print all information)

This document provides information for:

1. Athletic Facility Rental Application
2. Athletic Facility Rental Fees and Terms
3. Athletic Facility Rental Agreement
4. Athletic Facility Rental Policy
5. Athletic Facility Disclaimer & Release

## 1. Athletic Facility Rental Application

Facility requested: \_\_\_\_\_

Tournament or event name: Sanctioned: Yes \_\_\_\_ No \_\_\_\_

Sanctioning body: \_\_\_\_\_

Name of hosting organization: \_\_\_\_\_

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

Contact name: \_\_\_\_\_

Day phone \_\_\_\_\_ Evening \_\_\_\_\_ Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_

Alternate contact name: \_\_\_\_\_

Day Phone \_\_\_\_\_ Evening \_\_\_\_\_ Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_

Desired date of event \_\_\_\_\_ Alternate date \_\_\_\_\_

Desired time of event \_\_\_\_\_ Alternate time \_\_\_\_\_

Age group \_\_\_\_\_ Number of teams \_\_\_\_\_

Level of play \_\_\_\_\_

Name and number of fields requested \_\_\_\_\_

How many years has event been held? \_\_\_\_\_

Location of event (past two years) \_\_\_\_\_

Will there be an entry fee charged for this activity? Yes \_\_\_\_ No \_\_\_\_ Gate Fee? Yes \_\_\_\_ No \_\_\_\_

Is activity open to the general public? Yes \_\_\_\_ No \_\_\_\_ Do you plan to have outside vendors? Yes \_\_\_\_ No \_\_\_\_

## 2. Rental Fees and Terms

	Fee Per Day	Fee 2-Day	Fee Per Weekend	Vendor Fee	Scorekeepers Fee	Diamond Dry	Security Deposit
Cost	\$1,200	\$2,400	\$600 Fri \$1200 Sat \$1200 Sun	\$100	\$20 per game (FP or BB) (\$10 per game (SP)	\$10 per bag	\$300
Received By Date	3 days prior to event	3 days prior to event	3 day prior to event	3 days prior to event	Paid at start of event	Before play resumes	With application

List Field Dimensions

---



---

**Terms:**

A check for the security/damage deposit must accompany all applications.

Application for use of a field must be received by the Parks and Recreation Department at least 30 days prior to the date of the proposed event.

A check for the FULL amount of the fees MUST be received by the Parks and Recreation Department at least three business days prior to the event date.

If a check for all of the fees is not received at least 3 business days prior to the date of the event, the security/damage deposit will be forfeited.

The Security/Damage deposit will be refunded after the event as long as all fees have been paid and no damage has occurred to the complex.

Event Director Signature \_\_\_\_\_ Date \_\_\_\_\_

**(To be completed by Decatur Parks and Recreation)**

**Deposit Fee \$** \_\_\_\_\_ **Date Paid** \_\_\_\_\_ **Receipt No.** \_\_\_\_\_

**Rec'd By** \_\_\_\_\_

**Balance Due \$** \_\_\_\_\_ **Date Paid** \_\_\_\_\_ **Receipt No.** \_\_\_\_\_

**Rec'd By** \_\_\_\_\_

**Refund Amt \$** \_\_\_\_\_ **Date Submitted** \_\_\_\_\_

**By** \_\_\_\_\_

### 3. Athletic Facility Rental Agreement

The Decatur Parks and Recreation Department may cancel or deny the use agreement of any person or group when it is determined by the City Council, the Decatur Parks and Recreation Department or their authorized designee that the proposed use of the park or facility will not be in the best interest of the City. Park user(s) not abiding by the rules and regulations contained herein may be suspended from use of the park or facility and all fees and deposits paid, forfeited. Future use of city parks and facilities may also be denied. **REFUNDS AND CREDITS: PARK RENTAL FEES NON-REFUNDABLE** except for cancellations due to inclement weather. Such conditions include rain, fog, snow, wind, or temperatures below 40 degrees Fahrenheit.

**USE OF SPECIAL ATTRACTIONS:** Persons planning to have a special attraction at their event are required to notify the Decatur Parks and Recreation Department before the event and include such information on their rental application. Activities that create loud or distracting noises are not permitted. Bounce tents and other such inflatable attractions are not allowed on the actual athletic fields. Such devices are restricted to the parking lot and may not be placed on the turf. Violators may be fined for damage to landscaping, sprinklers and/or turf. For special attractions, the renting party must provide the City with a Certificate of Insurance and endorsement of insurance with limits of bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00), with the City of Decatur named as additionally insured, a minimum of seven (7) business days prior to the event.

**RESPONSIBILITY FOR DAMAGES TO THE FACILITY AND EQUIPMENT:** The use of nails, staples, screws, etc. on park walls, lights or other facilities is not permitted. If the facility or any equipment is damaged, marred or defaced by the act, default or negligence of the renting party, his/her employee or employees, patrons, guests or any person(s) admitted to the event by the renting party, the renting party will pay to the City from the damage deposit to restore the facility or equipment to its condition prior to such damage. Should charges exceed the amount of deposit, the renting party shall be billed for the difference and allowed thirty (30) calendar days in which to make payment.

**TERMS OF THE RENTAL:** Permits and Fees are immediately revocable and non-refundable if any individual or group willfully violates the City of Decatur Municipal Code, Park Rules and Regulations, and Park Rental Policy. The renting party, his/her employee or employees, patrons, guests or any person(s) admitted to the event by the renting party, is required to comply with the Decatur Municipal Code governing use of parks.

1. **PROHIBITED:** Alcohol, amplified sound, archery, camping or lodging, damaging or defacing property, weapons, fireworks and rockets, golfing, littering, motor driven model airplanes, fund raising, distribution of flyers, erecting of signs or banners, bicycles, skateboards, scooters, skates, glass containers.
2. No person shall make excessive noise by use of amplified sound equipment or other means.
3. Animals must be restrained on a leash not to exceed six (6) feet in length. Persons having charge of an animal are responsible for debris or contaminants caused by such animal. No animals will be permitted within fenced areas with the exception of service animals.
4. No person shall engage in any disorderly conduct or behavior tending to breach of the peace and interfering with the enjoyment of other persons in the park.
5. No person shall make or kindle a fire, except in places designated. A person starting a fire in the authorized place is responsible for assuring that the fire is thoroughly extinguished.
6. Driving on any area of the park other than designated roadways and parking lots is strictly prohibited.
7. Permits are required to rent City parks and facilities. No person or group shall locate attractions on city property without obtaining a city issued permit.

8. No person shall vend any food, merchandise, or product in any park without express written permission of the Decatur Parks and Recreation Department. All approved vendors will be charged a \$100 per event vendor fee. We reserve the right to have our concession stands as the only food vendor for any event.
9. All decorations including location and method of installation must be approved by the Decatur Parks and Recreation Department.
10. **CLEAN UP:** It is the responsibility of the renting party to clean up decorations, garbage and debris from their event. In the event that excessive debris is left after the rental, a fee will be deducted from the security deposit at a rate of no less than the City's direct cost as identified in the applicable fee schedule. The Decatur Parks and Recreation Director shall make the final decision whether security deposit will be returned. Security deposits made by check or cash will be refunded by check and sent via US Mail in approximately 3-6 weeks.

I hereby certify that I have read and agree to abide by the rules and regulations set forth by the City of Decatur Municipal Code, Facility Rules and Regulations, and Park Rental Policy and understand that failure to comply may result in the non-refundable cancellation of use. I agree, as representative of the group or organization, to hold the City of Decatur (City) harmless, indemnify, and defend the City and all of its officers, employees, servants and agents from any claim, demand, damage, liability, loss, cost or expense, for any damage whatsoever, including but not limited to death or injury to any person and injury to any property, resulting from misconduct, negligent acts, or any of its officers, employees or agents in the performance of this agreement, except such damage as is caused by the sole negligence of the City or any of its officers, employees, servants or agents.

THE CITY OF DECATUR HAS THE AUTHORITY TO APPROVE APPLICATIONS. PARK RENTALS ARE NOT CONFIRMED UNTIL THE APPLICATION HAS BEEN APPROVED IN WRITING BY AUTHORIZED AGENTS OF THE CITY OF DECATUR. PERMITS ARE IMMEDIATELY REVOCABLE IF FALSE STATEMENTS WERE MADE WHEN RESERVING A FACILITY OR IF AN INDIVIDUAL OR GROUP WILLFULLY VIOLATES ANY CITY ORDINANCE, PARK RULES OR REGULATIONS. FEES WILL BE RETAINED IN THE EVENT THAT THE ACTIVITY IS TERMINATED DUE TO VIOLATION OF ANY CITY ORDINANCE, RULE OR REGULATION, OR THE FALSIFICATION OF THE APPLICATION.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## 4. Athletic Facility Rental Policy

### I. GENERAL GUIDELINES

- A. APPLICATION** – Application for the use of facilities must be made following certain policies and procedures. Facilities include, but are not limited to, Wilson Morgan Park and Gale Montgomery Park. Application must be made during normal office operation hours only – Monday through Friday, 8:00 AM – 12:00 PM and 1:00 PM – 5:00 PM at DPRD or by mail at P. O. Box 1315, Decatur, AL 35602. Please contact DPRD at 256-341-4930 if you wish to use these facilities. Applications will be accepted until such time as all available dates are filled. Parks and Recreation Board will review all applications and award permission for facility use at the regularly scheduled board meeting, which is held the third Thursday of the month.
- B. SECURITY DEPOSIT** – There is a \$300.00 security deposit required at time of application. *This deposit is forfeited when ANY deviation from the guidelines occurs.* The security check will be forfeited if renter cancels the tournament.
- C. RENTAL FEE** – The rental fee is \$1,200.00 per day or \$3,000 per weekend. (\$600 Friday 4pm to 12am. \$1200 Saturday and \$1200 Sunday.) A day is considered from 8:00 AM – 12:00 Midnight. A weekend is considered from Friday 4:00 PM to 12:00 Midnight, Saturday 8:00 AM – 12:00 Midnight and Sunday 8:00 AM – 12:00 Midnight. This fee allows for the use of the facility and includes **two maintenance staff members** for the event. **There will be a staff member on duty to supervise the park.** No rental fee will be refunded once the tournament begins.
- D. RENTAL PAYMENT** – Rental payment (rental fee, vendor fee, rental equipment fees, and water/electrical fee) are required three (3) days prior to tournament.
- E. INSURANCE** – The rental party must provide a copy of liability insurance in the amount of \$1M per occurrence at least three (3) days prior to the event. If no proof of insurance is provided, the DPRD reserves the right to refuse rental.
- F. VEHICLES IN THE PARK** – All vehicles entering park/facility (not including the parking lot) must be approved by the DPRD. Specific ingress/egress points will be designated by the DPRD. All vehicles must be cleared from Park prior to the start of the event. If vehicles will be entering/exiting the park during the event, they must be approved by the DPRD. *Driving vehicles in non-approved areas or entering/exiting the park from non-approved areas will result in the automatic loss of the security deposit.*
- G. DAMAGES/ACCIDENTS** – The rental party will assume complete responsibility for damages and accidents occurring in Park during rental period.
- H. NOISE/BEHAVIOR RESTRICTIONS** – **This is a community facility. Inappropriate behavior, vandalism,** and/or misuse of DPRD equipment or facility will not be tolerated and may result in expulsion from the facility. NO profanity will be tolerated.
- I. ALCOHOLIC BEVERAGES / DRUGS / FIREARMS / WEAPONS / GAMBLING** – These are prohibited in any park/facility of the DPRD.
- J. LOST/STOLEN ITEMS** – The DPRD is not responsible for lost or stolen articles on the property. It is strongly recommended that you do not bring valuables into the park. Please return any found articles to the nearest DPRD office.
- K. EVENT GATES** – If a gate fee is to be charged, arrangements need to be made with the DPRD to determine the location of the gates no later than two (2) weeks prior to the event. The DPRD is not responsible for staffing these gates during the event.

L. **DPRD** reserves the right to make all decisions concerning field playability. If the facility can be made playable, the cost of the diamond dry will be paid by the renter at a cost of \$10.00 per bag. Play will not resume until costs of diamond dry have been paid.

5 of 6

M. **DPRD** will not be responsible for collecting or refunding entry fees.

N. **No pets**, scooters, skates, skateboards, bicycles, glass containers, or inflatables are allowed in the park.

O. **Signs and banners** must adhere to the City's sign ordinance and be approved by **DPRD**.

II. **VENDORS** - All outside vendors must be approved by **DPRD** two (2) weeks prior to the event. There will be a minimum fee of \$100.00 per vendor per tournament. It is the responsibility of vendor to have all appropriate licenses.

A. **CONCESSIONS** – **DPRD** reserves the right to have its concession stand as the only food vendor for any event. The **DPRD** will be responsible for staffing the concession stand and paying the workers.

## 5. Athletic Facility Disclaimer & Release

As a condition of using any Decatur Parks and Recreation athletic field or facility,  
\_\_\_\_\_ of \_\_\_\_\_  
(your name) (name of organization)

agrees to assume complete responsibility for use of the requested field(s) or facility(ies) on behalf of the organization's officers, directors, league officials, our players and participants. I also agree on behalf of our organization's officers, directors, league officials, and players and participants to absolve, indemnify, and hold harmless Decatur Parks and Recreation, and all of Decatur Parks and Recreation's directors, officers, employees, and agents of any and all incidents, disputes, claims, actions, causes of action, judgments, legal fees, costs, expenses, or any other legal liability resulting, asserted as a result of, or related to our use of the aforementioned fields. All participants using the field(s) or facility(ies) during the requested use will have signed a release that will be made available to Decatur Parks and Recreation upon request that specifically states that each participant and/or their parent or guardian assume all additional responsibility for hazards incurred in the conduct of activities, and do further release, absolve, indemnify and hold harmless the Decatur Parks and Recreation and all others listed hereafter: organizers, employees, officers, board members, coaches, referees, sponsors, supervisors, and landowners permitting use of their land for athletic activities. Decatur Parks and Recreation is not responsible for weather related cancellations of games. It is also agreed that all participants wanting to use the field(s) or facility(ies) during the requested use who have not signed the release shall not be permitted to play or participate. To further comply with requirements above, I have provided Decatur Parks and Recreation with a valid certificate of insurance that adequately covers liability and accident insurance for all my organization's officials, players, and participants and indemnifies Decatur Parks and Recreation in an amount of at least \$1,000,000.00 per incident.