



Athletic Facility Rental Application
Decatur Parks & Recreation
Decatur, Alabama

Facility Requested:_____

Is this tournament sanctioned?_____

Name of the sanctioning body for this tournament or event:_____

Name and Address of hosting organization:_____

Contact name, telephone number, email of hosting organization:_____

Alternate contact name, telephone, email of hosting organization:_____

Desired date of event:_____

Alternate date of event:_____

Desired time of event:_____

Alternate time of event:_____

IMPORTANT: Age group, number of teams and level of play:_____

Name and number of fields requested:_____

How many years has this event been held?_____

Location of this event for the past two years:_____

Will there be an entry fee charged for this activity?_____

Will there be a gate fee charged for this activity?_____

Is this activity open to the general public?_____

Soccer Facility Rental Fees and Terms

Wilson Morgan Soccer Field

- \$30 fee per hour times number of fields needed
- No maximum daily fee
- \$20 per hour/zone for lights
- No maximum lights fee per hour
- \$50 damage deposit per game
- \$250 maximum damage deposit per day

Spirit of America Field at Point Mallard

- \$40 fee per hour times number of fields needed
- \$750 Maximum daily fee
- \$20 per hour/zone for lights
- \$80 Maximum Lights Fee per Hour
- \$50 Damage Deposit per Game
- \$750 Maximum Damage Deposit per Day

Jack Allen Recreation Complex

- \$50 fee per hour times number of fields needed
- \$1500 Maximum Daily Fees
- \$20 per hour/zone for lights
- \$200 Maximum Lights Fee per Hour
- \$50 Damage Deposit per Game
- \$1500 Maximum Damage Deposit per Day

Jack Allen has tables and chairs available on request and approval.

The cost is \$3 per table and \$10 per 50 chairs.

> **Game fees are based on total time at the complex multiplied by the number of fields used.** <

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 7 business days prior to the event date.
- * If a check for all of the fees is not received at least 7 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.

I have read and agree to these terms. _____

(Event director's name and date)

TO BE COMPLETED BY DECATUR PARKS AND RECREATION DEPARTMENT

1. Deposit Fee _____ Date Paid _____ Receipt Number _____
2. Balance Due _____ Date Paid _____ Receipt Number _____
3. Refund Amount _____ Date Submitted _____
4. DPR Staff Completing This Section _____

DISCLAIMER & RELEASE

As a condition of using any Decatur Parks and Recreation athletic field or facility, _____ (your name) of _____ (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.

SOCCER FIELD RENTAL POLICY

1. Decatur Parks and Recreation may cancel or deny the use agreement of any person or group when it is determined by the City Council, Decatur Parks and Recreation Department or the city's duly authorized designee that the proposed use of the park and facility will not be in the best interest of the City. The City in its sole and absolute discretion, reserves the right to decline rental of the soccer fields or to cancel rental of the soccer fields.
2. First Priority Users: The scheduled use of Decatur soccer fields may be made available without rental charges only to the organizations listed below. First Priority Users may schedule events one year in advance of the event's date. Priorities will be granted in the following order: (1) Decatur Parks and Recreation (2) Decatur Youth Soccer Association. (3) Decatur Soccer Council (4) North Alabama Soccer League. (5) Alabama Youth Soccer Association (6) Decatur Board of Education ** Please note that all teams or leagues admissible as First Priority Users must belong to an affiliated state or national organization that is responsible for the administration of their sport (examples – Alabama Soccer Association, USSF, USYSA, SAY, AYSO)
3. Second Priority Users: Second Priority Users may schedule an event three months in advance of the event's date. Priorities will be granted in the following order:
 - a. Non-profit civic groups whose membership is primarily made up of Decatur residents
 - b. Locally organized educational, fraternal, social and religious groups whose membership is primarily made up of Decatur residents
 - c. Other non-profit organizations and/or individuals that have been approved by the Decatur Parks and Recreation Department
 - d. Decatur businesses and non-affiliated clubs and associations.
 - e. Non-residents
 - f. Others
4. Soccer fields available for rent are the Wilson Morgan field, the Spirit of America Soccer Complex at Point Mallard, in part or entirety, and Jack Allen Recreation Complex, in part or entirety.
5. All rental requests must be received a minimum of 30 days prior to use. A Decatur Parks and Recreation Department representative will contact you in reply to this request.
6. All Second Priority users must comply with the following requirements:
 - a. Provide proof of liability insurance of \$1,000,000 per incident with the City of Decatur named co-insured.
 - b. Abide by Decatur Parks and Recreation Facility Rules and Regulations
 - c. Sign DISCLAIMER & RELEASE

7. No soccer fields can be rented during the August – November time period without the permission of the Decatur Soccer Council and Decatur Parks and Recreation Department.
8. Payments must be made at least 7 business days prior to usage date. This does not include weekends and holidays.
9. A Security/Damage Deposit must be included with the application.
10. Decatur Parks and Recreation reserves the right to cancel any activity due to inclement weather.
11. Under no circumstances will an event be allowed to continue after the designated closing time of the park, facility or field.

PARK 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.

Signature and date: _____

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.