

CITY OF TEXAS CITY, TEXAS

DEPARTMENT OF RECREATION & TOURISM



ATHLETICS • LOWRY CENTER • (409) 643-1994

OUTDOOR ATHLETIC FACILITY AGREEMENT (Effective 12/21/2016)

The Athletic Office has adopted the following format in providing available outdoor athletic facilities to teams and individual tournaments. The renter must be at least 21 years of age to rent facilities from the City of Texas City Department of Recreation and Tourism. The Director or Athletic Coordinator must approve any deviation from this policy.

Purpose

This policy has been developed to assist in the allocation of outdoor athletic facilities and to preserve the usability to the large number of teams and individuals utilizing the City of Texas City's outdoor athletic facilities. An individual must make a reservation in order to use a facility. Without a reservation a league or individuals are susceptible to removal from the facilities. All persons must abide by these guidelines. The Athletics' Office reserves the right to deny use of athletic facilities to any person(s) or organization(s), which deters in any way, shape, or form from the guidelines listed (as a result, the organization will forfeit any rights and/or money paid).

City sponsored leagues will be given priority of fields during their seasons.

Important Notice

Athletic fields may not be reserved on dates that conflict with the programs/special events operated by the City of Texas City or on City holidays unless authorized by the Director or Athletics Coordinator. The renter/person responsible for completing the field agreement must be a resident of Texas City to receive "Resident" pricing.

I. Reservation Deadlines and Deposits:

Tournaments (2 Field Minimum): A field reservation/cleaning deposit will be required in the amount of \$1000 per rental (5 to 7 fields) or \$200 per field (2 to 4 fields). The deposit will be forfeited if the tournament is cancelled less than seven (7) days from the scheduled date.

II. Fees:

A. Reservation fees will be accepted in the form of check, cash, MasterCard or Visa at the Athletics Office (Lowry Center) between the hours of 9:00 a.m. and 4:30 p.m. Monday through Friday. Deposits will be accepted in the form of check, cash, or money order.

B. Softball/Baseball fields are used at a rate of \$15.00 an hour without lights and \$25.00 an hour with lights for Texas City residents. Non-resident rates will be \$20.00 an hour without lights and \$30.00 an hour with lights. The following prices will be offered as a tournament package (2 Field Minimum) for use of the softball fields, restrooms, concession stand and lights (if needed):

Residents:

- ❖ \$325.00 per day (2 fields)
- ❖ \$475.00 per day (3 fields)
- ❖ \$625.00 per day (4 fields)
- ❖ \$775.00 per day (5 fields)
- ❖ \$925.00 per day (6 fields)
- ❖ \$1075.00 per day (7 fields)

Non-Residents

- ❖ \$450.00 per day (2 fields)
- ❖ \$600.00 per day (3 fields)
- ❖ \$750.00 per day (4 fields)
- ❖ \$900.00 per day (5 fields)
- ❖ \$1050.00 per day (6 fields)
- ❖ \$1200.00 per day (7 fields)

C. The football field will be rented at a rate of \$300.00 per day for residents and \$400.00 per day for non-residents. There is a refundable deposit of \$400.

D. The pavilion will be rented at a rate of \$200.00 per day for residents and \$300.00 per day for non residents. This includes use of the concession stand and restrooms. There is a refundable deposit of \$150.00.

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- E. Fees are assessed from the starting time listed on the reservation request until the end of the event regardless of gaps in game time (i.e. if games are scheduled for 8:00 a.m. and 10:00 a.m. with a gap at 9:00 a.m., fees will still be assessed for the 9:00 a.m. block.)
- F. Security for an event shall be determined by the Director of Recreation and Tourism and Athletic Coordinator.
- G. Fields may only be reserved by the hour through the Athletics Coordinator.

III. Refunds:

- A. Refunds are given only when facilities are unusable due to inclement weather, electrical defects, or any other maintenance related issue. Refunds will not be given when teams choose not to play for reasons other than those stated above. Refunds will not be given for teams that forfeit during league or tournament play. Refunds will not be given for teams that pull out of tournaments once fees have been submitted.
- B. Refunds will be processed 9:00 a.m. – 4:30 p.m. Monday through Friday by the Athletics Coordinator. Please allow 30 days for a refund to be mailed.
- C. The field reservation deposit will be retained by the Athletics Office, if notice of cancellation is not made at least seven (7) days before the scheduled rental.
- D. A new reservation may be issued in place of a refund to those renting that wish to choose another available date.

IV. Requirements and Responsibilities:

- A. All renters must provide an on-site administrator to handle any issue(s) that may arise during an event on City of Texas City property. No events should occur without an on-site administrator and the administrator's name will be provided to the Athletics Office under the Agreement Approval section.
- B. Proof of insurance is required for all leagues and tournaments. A copy of the insurance coverage must be presented to the Athletics Office at least seven (7) full business days before tournaments. The insurance policy must have City of Texas City listed as "additional insured." If the proof of insurance is not provided, all games will be cancelled until proof of insurance is received. Individual players are not covered by any insurance policy held by the City of Texas City when playing in Non-City of Texas City activities.

During the performance of the Agreement, THE RENTER shall maintain the following insurance with an insurance company licensed to do business in the State of Texas by the State Insurance Commission or any successor agency that has a rating with Best Rate Carriers of at least an A- or above:

Comprehensive General Liability Insurance with bodily injury limits of not less than \$500,000 for each occurrence and not less than \$500,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.

The City of Texas City shall be named as the Certificate Holder/Additional Insured on the required Public Liability Insurance.

- C. Disclaimer of Liability: Neither the City nor any of its respective trustees, officers, employees, agents, successors, or assigns shall be liable or responsible for any loss, damage or injury to any person or to any property (a "loss") of organization, its employees, agents, guests, invitees, or any third party, in or upon the City's property or premises, resulting from any cause whatsoever including, but not limited to, personal injury, theft, or vandalism.

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- D. Indemnification by Organization: Organization agrees to indemnify, defend, and hold the City and/or any of its respective trustees, officers, employees, agents, successors, or assigns harmless from and against any liability, losses, claims, demands, costs, and expenses, including but not limited, attorneys' fees and litigation expenses, arising out of or related to any act or omission of organization, including but not limited to personal injury or property damage occurring in or upon City property or the premises ("claim") in connection with organization's or its employees', agents', guests', invitees', use or occupancy of the premises, regardless of whether such claim was caused by or results from, in whole or in part, the negligence or other fault of any indemnities, whether sole, joint, active or passive; or due to any contravention or breach of the provisions of this agreement or any applicable laws, rules, regulations, or order of any governmental agency having appropriate jurisdiction over organization; or the negligence (whether ordinary or gross) of organization or its employees, agents, guests, or invitees.

In claims against any person or entity indemnified under this section IV-D by organization; by any employee, agent, guest, or invitee of organization; by anyone directly or indirectly employed by organization; or by anyone directly or indirectly employed by organization; or by anyone whose acts organization may be responsible or liable, the indemnification obligation under section IV-D shall not be limited by the amount of insurance coverage payable to organization.

- E. If the fields are left clean the full deposit will be returned. In the event that trash is left, a portion or all of the deposit may be forfeited. Cleaning of facilities includes all dugouts, playing fields, bleachers, concession areas, bathrooms, parking lots and the perimeter around the playing fields inside and out of fenced areas. The facilities are considered unclean if there is any trash left out in any of these areas. The facilities are considered clean when all trash is placed in either the trash barrels or a dumpster.
- F. The reservation form must be carried to the event to confirm the date, and time of the reservation should the event space be occupied.
- G. Renters must follow all City ordinances when conducting an activity with the City of Texas City and report any Ordinance violations to the Police at (409) 948-2525. Failure to report these violations could result in the forfeiture of field use rights.
- H. Alcohol: All renters will are responsible for ensuring that no alcohol is consumed or possessed in the event areas, including parking lots, unless otherwise approved by the City of Texas City's Athletic Office with documentation and Police security.
- I. Smoking: During adult activities players and spectators may not smoke on the field of play or in dug outs. Smoking is only allowed in the marked designated areas, which are 200 feet from the field of play. Smoking is prohibited in all restrooms.
- J. Contact Fire Department at (409) 643-5700 to secure a Fire Code Permit (by inspection) if a tent or canopy larger than 400 square feet will be used. A fire extinguisher is required for these tents.
- K. Glass containers are not permitted in any event areas and the renter is responsible for ensuring that any glass is disposed of immediately.
- L. Steel cleats are not allowed on any City of Texas City athletics fields. It will be the renter's responsibility to make sure no players are wearing metal cleats.
- M. Airhorns are not allowed to be used at City of Texas City events.
- N. Moonwalks, Water Slides, or any other large games or items are not allowed in the sports complex, except in areas allotted by the Recreation & Tourism Department.

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V. Concessions & Sale of Goods:

- A. Vendor Permits: If the renter intends to charge gate fees or raise funds, or merchandise, authorization by City of Texas City must be obtained and a vendor permit purchased and signed two (2) business days prior to the rental. Permits may be purchased in City Hall at 1801 9th Avenue North, Texas City, TX 77590. The renter will be held responsible for any vendor on site that does not have the proper paperwork and subject to City of Texas City fines for not having proper documentation.
- B. Concessions: Renters may be allowed to operate the City of Texas City's concession stand for \$100.00, as long as vendor permits and health permits (if required) are purchased. Only pre-packaged foods and food that needs re-heating may be sold in the concession stand. The concession stand is not set up to accommodate cooking, however, popcorn machines, crock pots, microwaves and other small appliances approved by the Athletics Department are acceptable. Fryers may not be used in the concession stand or on anywhere on the property. The Renter may request to operate a fully operational concession trailer at a rate of \$40.00 per hour which includes City of Texas City staff. If the vendor will be selling food that must be cooked, an additional health permit must be obtained by the vendor from the Galveston County Health District located at: 1207 Oak St., LaMarque, TX 77568, by calling (409) 938-7221 and displayed at the point of sale.

VI. Preparation of Fields:

Your field reservation entitles your group to the assigned field. The Athletics Office will assume responsibility for the preparation of the field for your group's reservation for tournament dates only (lined and dragged). Additional field preparation and services are available for fees outlined in the Addendum for Maintenance Service.

VII. Field Equipment:

The Athletics Office is unable to loan or rent field preparation equipment or field maintenance equipment to groups or teams reserving fields for games or tournaments due to liability issues. Renters are not allowed to use any of their own equipment on the fields without prior authorization from the Athletics Office.

VIII. Lights:

All tournaments and leagues must end by 12:00am. Lights will be on a timer and will be turned off at the time requested by the renter. For this reason, the renter must request lights to be turned off after all participants have left the premises.

IX. Parking:

- A. All league participants must park in the parking lots. Do not park next to the curbs entering the parks. No parking on any grass area, unless the area has been designated for overflow parking by the City of Texas City Recreation & Tourism Department. Driving is not permitted on any turf area. All vehicles are subject to ticketing and/or towing if parked in these no parking areas.
- B. Glass breakage, theft or other damage to motor vehicles in the parking lots is not the responsibility of the City of Texas City. It is recommended that participants lock their vehicles while participating in events.

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X. Scheduling of Games:

- A. At the discretion of the Athletics Office, no game shall be rescheduled for any reason other than inclement weather, electrical failures, or any other maintenance issue, which would cause games not to be played as they are initially scheduled. If any changes need to be made to an event schedule please contact the Athletics Coordinator.
- B. The City of Texas City Athletics Office reserves the right to schedule any and all make-up events based on field availability and conditions in order to complete a city-sponsored event. Should make-up events conflict with non-city events, renters will be given 72 hours notice regarding a change.

XI. Status of playing conditions: No games will be allowed on fields deemed unplayable by the Athletics Office.

XII. Closed Fields: It may be deemed necessary to change the classification of any City of Texas City Athletic field to that of a "closed field" if the deterioration of fields due to overuse is observed.

- A. A closed field will be any field that is not open due to inclement weather or maintenance requirements.
- B. The Recreation & Tourism Athletics' staff is authorized to determine any game field or practice field as a closed field for the purpose of maintenance or to protect the surface of the field from damage.
- C. Only maintenance personnel are allowed on "closed" fields.
- D. Any person(s) or group(s) found to ignore posted signs regarding field usage must pay any fines in accordance with the Code of Ordinances.

XIII. Restrooms: Restrooms will be provided for all reservations.

XIV. Cancellation of Outdoor Field Agreement: The Outdoor Field Agreement can be revoked by the Athletics' Office for non-compliance of any portion of the above-mentioned agreement.

XV. Additional Maintenance Services:

- Additional Bleachers..... \$50 per bleacher
- Painting lines on fields not normally used for that sport..... \$350 per field
(i.e. football lines on an outfield)
- Staff..... \$25 per hr/per staff member

Agreement Approval:

The person executing this agreement on behalf of the Event, or representing themselves as executing the agreement on behalf of the Event warrants they have been fully authorized by the Event to execute the Agreement and that they will comply and uphold all terms and provisions contained herein.

Name: (Please Print Clearly) _____

Signature: _____ **Date:** _____

Office Use Only:

- Deposit
- Reservation Fee
- Proof of Insurance
- Vendor/Health Permit