



Anderson Park District

2018 All Weather Fields Rental Agreement and Policies

Draft 11/14/2017

A. GENERAL RENTAL INFORMATION

The Anderson Park District (APD) Riverside Park All Weather Fields are a synthetic turf athletic facility designed for year round play. The field is 165,000 sq. ft. of synthetic turf measuring 440 x 375 ft. with two full size fields lined for soccer and football including spectator bleachers. Marks will exist in places so that lacrosse may be lined using temporary paint by APD staff.

Reservations for the All Weather Fields are taken by request form completion by the printed deadline (see Request Form) through the APD, 8249 Clough Pike, Cincinnati, OH 45244; questions may be answered at www.AndersonParks.com or by calling 513-474-0003 ext. 4512, Monday – Friday, 8:30 a.m. to 5:00 p.m. Telephone inquiries or submission of completed forms are not considered confirmed reservations.

Rental times are Sunday through Saturday, 6:00 a.m. – 11:00 p.m.; exceptions must be approved by the Executive Director or their designee.

Rental times must include **ALL** set-up, warm-up, and take-down/clean-up time.

Insurance is required for all rentals. Please see page 7 for details.

All necessary paperwork, including insurance and payment are due 60 days prior to your rental date. The APD reserves the right to require a surety bond and deposit for any/all events.

B. FIELD ASSIGNMENT AND PERMIT PROCESS

Allocation Priority Classifications:

Group 1. APD youth/adult athletic programs or leagues, or APD sponsored events.

Group 2. Non-profit or not-for-profit youth organizations serving Anderson Township residents without any paid staff or trainers.

Organizations conducting open registration regardless of skill level, and advertised as “open to the general public”. Must fulfill a community recreational need. Organizations/Teams serving the highest number of Anderson Township residents will be given first consideration of their request.

Group 3. General youth users, select programs, and adult users. For-profit organizations, tournaments, clinics, and/or camps with any paid staff or trainers, individual or team participation fees, and/or non Anderson Township organizations. Select

programs are programs in which players are permitted or denied participation based upon an evaluation of the participant's skills. The APD may require additional information to determine group classification status.

Priority Considerations

Fields will be allocated considering the following:

- Priority classification.
- To ensure township resident use of these fields is scheduled in an equitable manner and that as many youth and adults as possible have the opportunity to participate on these fields.
- Teams/Organizations based on the resident percentage in relation to all teams in that priority group.
- Past field use history and dates of events.
- Scheduled games versus practices.
- Seasonal activities versus non-seasonal activities.
- Impact of use on surrounding neighborhood.
- Benefit to the Anderson Township residents.

Additional Information:

- Field usage may be restricted, denied, or cancelled based on organizations' past usage (i.e. excessive cancellations, damage, sub-leasing, facility use deemed inappropriate by the APD, etc.).
- Verification of Anderson Township residency will be established by the submission of team rosters.
- Policies are to preserve the integrity of the facilities and for the best interest of all users.
- Each athletic facility requires special consideration to maintain them in the best possible condition.
- Users will only be allocated the total field space that the policy regularly provides.

Field Requests

- a. The APD will distribute an All Weather Field Request Form to each organization to be submitted by the printed deadline. Organizations which have used APD fields in the past, but with significantly different participation numbers, must report the estimated growth/decline in participation and follow up with the submission of rosters, when they are available.
- b. Organizations that have never used APD fields must submit their estimated number of participants on the All Weather Field Request Form and submit team/league rosters.
- c. APD staff will work with league schedulers to advise them of the parameters for the allowable scheduled use for each field.

The APD reserves the right to modify schedules as it deems necessary at any time.

C. RENTAL DEPOSIT

A rental deposit is required with a completed Request Form to hold the facility:

- \$100 for seasonal use per field
- \$250 for special events, tournaments, etc.

The rental deposit will be applied to the renter's balance due. If the APD is unable to accommodate a rental, the rental deposit will be refunded.

D. RENTAL FEES/POLICIES

All rental fees are due 60 days prior to the scheduled event.

Payments may be in the form of cash, check (made payable to the Anderson Park District), or accepted credit card (MasterCard or Visa).

If renter wishes to switch event dates, a fee may be charged. A renter is allowed to switch their event one time up to 60 days before the event, without cancellation and/or forfeiting fees. Renter will **not** receive a refund if they switch and then cancel later.

Renters are permitted to use the facility only during the time they rented; all warm-up, set-up, and take-down/clean-up must take place within the rented time.

Fees are not refunded for reserved time not used.

Only the renter(s) whose name is on the rental application can submit changes. Changes must be approved by staff, who will determine if additional fees are necessary.

The APD reserves the right to cancel any event with a loss of the rental deposit and any fees paid if the renter knowingly made a false statement of material fact or has knowingly omitted to state a material fact in the rental application. Incomplete or inaccurate information may also result in cancellation.

Fees will be reviewed on a regular basis and adjusted if necessary. If special circumstances arise, the APD reserves the right to adjust fees and policies at any time.

Renter acknowledges that the facility may be rendered unusable or otherwise unavailable due to circumstances beyond the APD's control, including but not limited to: flooding, fire, natural disaster, other acts of God, criminal acts, or acts of war or terrorism. In the event that the facility should become unavailable due to any such circumstances, the APD will refund any fees received from renter. The APD shall not be liable for renter's consequential damages, including but not limited to, other costs incurred in connection with renter's event, lost profits, and lost opportunity.

E. CANCELLATIONS

Cancellation of a reservation is subject to the following conditions and fees:

- a. With more than 60 days advance notice of the scheduled date, the APD will retain a \$25 administrative fee from the rental deposit.
- b. Between 46-59 days notice of scheduled date, the APD will retain up to 100% of the rental deposit.
- c. With less than 45 days notice of the scheduled event date no refunds will be granted.

All cancellations are required to be submitted in writing (and signed) by the person named on the permit. Written cancellations may be faxed, mailed, or hand-delivered to Anderson Park District, 8249 Clough Pike, Cincinnati, OH 45244; Fax: 513-388-2494.

F. RENTER/RENTAL POLICIES AND CONDITIONS

- a. Renter is responsible for the cleanliness of all areas of the facility and park used by the renter, and for returning such facilities to their original condition. This may include areas renter used, but did not rent (i.e. parking lot, restrooms, entrance areas, etc.).
- b. Renter is responsible for managing their users, spectators, officials, etc. and ensuring all guests abide by facility policies and procedures. Renters are responsible for their rental guests' behavior; violent, abusive, or offensive behavior may result in revocation of future field privileges.
- c. Renter is responsible for the accuracy of the information contained in the application.
- d. Children must remain under the supervision of adults at all times.
- e. **The person in charge of the event must be available** to the APD staff during the entire rental time.
- f. If Renter is using **vendors (DJ, businesses, etc.)** at the event, APD staff must be notified. Vendor fees may apply and may require additional insurance.
- g. Rentals **do not** include any storage space. Items may not be delivered prior to the day of event. Items delivered the day of the event must be picked up by the end of the rental. The APD is not responsible for any items delivered before or during the event, or left after the event.
- h. The APD is not responsible for lost, stolen, or damaged items.
- i. Alcohol is not permitted in the park or the All Weather Field facility. Events are subject to immediate cancellation if alcohol is brought onto premises by anyone associated with the rental, including guests.
- j. Subleasing is not allowed. Only the user(s) represented on the Request Form are permitted to use the field. Any change in users or use of the facility does require prior approval by the APD.
- k. Amplified sound is prohibited. Permission may be specifically granted by the Executive Director or their designee.
- l. Any event that wishes to charge an admission fee requires specific approval from the Executive Director or their designee. Prior to rental, additional requirements may be needed.
- m. In order to prevent any unauthorized person from entering the All Weather Field, a member of the group shall be stationed at the gate to admit only authorized individuals.

- n. Scoreboards must be requested at least one (1) week prior to the rental. Scoreboards can only be used at and during the All Weather Field rental. Scoreboard items are the responsibility of the Renter.
- o. Any unauthorized use of equipment belonging to the APD is prohibited and may result in rental fees (to be determined) being charged to your rental.
- p. **Smoking is prohibited** in the All Weather Field complex and in buildings in all APD parks.

FOOD is permitted only in concession stand/bleacher area.

Additional **PROHIBITED** items known to damage synthetic turf:

Pets (except service animals)	Birdseed/Rice	Sunflower seeds
Confetti/Silly string/Glitter	Fireworks	Flammable liquids
Glass objects	Golf	Gum
Hay/Straw	Metal cleats	Tape
Sharp objects, stakes, corner flags, etc.	Smokeless tobacco	Cotton Candy

- q. Parking availability is not guaranteed and may be limited. Each large field area is limited to 100 participants.
 - r. Tailgating and/or barbecuing requires pre-approval and is restricted to certain areas outside the facility.
 - s. The APD, in conjunction with park staff, reserves the right to photograph events for promotional purposes.
 - t. Renter assumes full responsibility for the communication to their attendees for events held; the APD is not to be listed as a contact for your event.
 - u. Only approved field/event rentals are allowed on the All Weather Field and are limited to the specified area inside the fenced facility.
 - v. Fines may be assessed if your event causes the need for:
 1. Cleaning beyond the normal facility maintenance;
 2. Repairs or replacement due to structural or equipment damage;
 3. APD staff response for excessive reports or misuse of the facility;
 4. Fire Department response due to false alarm or exceeding capacity of the facility;
 5. Sheriff Department response due to failure to follow all laws and ordinances, including, but not limited to disturbing the peace.
 - w. When damage to a field is observed or discovered, litter is left on a field, or a team is found playing outside of their rented area, the incident is reported to the Business Specialist and the Executive Director. The Business Specialist will collect the pertinent information and will invoice the permit holder.
 - x. I understand that the APD reserves the right to photograph facilities, activities, and participants for its own use, including but not limited to promoting the APD.
- All questions or concerns pertaining to the invoice are to be directed to the Business Specialist (513-388-4512), who will investigate the concern, gather the necessary information, and report back to the permit holder. If the APD is in error, the necessary correction or action will be taken. Otherwise, the Business Specialist will respond that the invoice must be paid and will make the permit holder aware of the appeal process.

- All fines and/or charges for damages or incidents must be paid before field privileges will be reinstated. If the permit holder wishes to appeal, they may secure the fine and charges with cash, certified check, or accepted credit card, which will be held by the APD until the appeal is heard and a final decision is rendered.
- **The APD reserves the right to adjust fees and alter the All Weather Fields Rental Agreement and Policies and/or the general Field Use Policies at its sole discretion, at any time.**

ANDERSON PARK DISTRICT OFFICE COPY
(Please return the following two pages with Field Request Form)
All Weather Field Rental Disclaimer 2018

Signature of Renter(s) Required Below:

The consequence of not following the Anderson Park District's (APD) All Weather Fields Rental Agreement and Policies may result in the loss of your deposit and/or your event being cancelled early or completely.

- My signature below signifies that I am at least 18 years of age and that I have read and understand the rental policies/rules outlined on pages 1 through 6.
- My signature below signifies that I am an authorized official of the organization submitting this application and that I have the authority to legally bind the organization to the following.
- I agree on behalf of myself and my organization to accept responsibility for all of the conditions of this application, all of the conditions of any permit(s) issued based upon this application, and to abide by all the APD Rules and Regulations, and Rental Agreement and Policies pertaining to use of the All Weather Field.
- I also agree to pay the APD all costs the Park District may incur as a result of any failure to fully comply with all these conditions.
- I, and my organization, agree to voluntarily release, discharge, waive, and relinquish the APD from any and all actions or causes of action for personal injury (including death) or property damage occurring to anybody arising as a result of my or my organization's use of the All Weather Field.
- I, and my organization, agree that under no circumstances, except those circumstances caused by the sole active recklessness or willful misconduct of the APD, will I, my organization, or any heirs, executors, administrators and assigns prosecute or present any claim of personal injury (including wrongful death) or property damage against the APD or any of its officers, agents, servants, or employees arising as a result of me or my organization's use of the All Weather Field.
- For all events held at the APD, renters are required to name Anderson Park District as a certificate holder to their insurance. The certificate with APD being named must be mailed to: Anderson Park District, Attn: Fields, 8249 Clough Pike, Cincinnati, OH 45244. Failure to obtain proper insurance can result in cancellation of event and forfeiture of all fees.
- I declare that the information contained in this Field Request Form is true and correct to the best of my knowledge. I further acknowledge that the rental deposit may be forfeited and/or my event may be cancelled if this application contains any intentional misrepresentations.

- **Release, Hold Harmless, and Indemnification Agreement**

Renter, by and through the undersigned representative, hereby covenants and agrees that Renter releases, holds harmless, and indemnifies the Anderson Park District (APD), the Anderson Foundation for Parks and Recreation, and its and their respective boards, trustees, employees, agents, attorneys, volunteers, and assignees from any and all loss, claim, judgment, damage, or any amount owed by reason of any further claim, demand, and/or action at law or in equity that may at any time hereinafter be brought or made against any of them with the intent, or for the purpose of establishing or enforcing any further claim related to, or arising from or on account of injuries, property damage or in any way related to the rental of APD facilities by this Renter. This indemnification clause specifically includes the payment of attorney's fees and/or legal expenses necessarily incurred to defend any and all claims made. Renter hereby acknowledges that no member of the Renter's organization is acting as an agent, representative, employee, or contractor of APD, its agents or representatives.

- **Legal Compliance**

Renter agrees to follow and adhere to all local, state, and federal laws applicable to the rental of the APD facilities and the activities emanating there from including but not limited to health, worker's compensation, discrimination, licensing laws, APD Rules and Regulations, and APD All Weather Fields Rental Agreement and Policies. There should be no filming of TV commercials or videos without prior written permission of the Executive Director.

- **Ohio's Return to Play Law and Ohio's Lindsay's Law**

Youth sports organizations, coaches, referees, officials, and instructors are required to follow the guidelines for concussion training, safety, and awareness requirements as presented in Ohio's Return to Play Law and the APD's Concussion Policy. Youth sports organizations, coaches, parents, and players are required to follow the guidelines for sudden cardiac arrest education and training as presented by the Ohio Department of Health in accordance with Ohio's Lindsay's Law.

- **Authority to Bind Organizations**

The Representative confirms and warrants that by executing this Agreement and Application on behalf of the Renter, he/she has full authority to so act on behalf of the Renter and to bind the Renter to the terms of this agreement. The term "Renter" includes the Organization listed above, its members, agents, assigns and those persons assisting the Organization in its efforts and performing its duties hereunder.

- It is the intention of this instrument to exempt and relieve the Anderson Park District from liability for personal injury, property damage, or wrongful death caused by negligence, unless such injury or property damage is caused by the sole active recklessness or willful misconduct of the Anderson Park District.

I have read this document and acknowledge on behalf of myself and my organization that I and my organization are fully aware of the legal consequences of signing it.

Print Name _____

Organization/Club _____

Title _____

Signature _____ Date _____