

2019 City of Richland Individual Use Athletic Field and Sports Court Usage Guidelines

Revised 10/2018

Welcome

Thank you for considering the City of Richland for your upcoming season field needs. Please take a few minutes to review all the attached information as it will make your experience with us more enjoyable. For questions and assistance please contact:

Lori Briere (509) 942-7534, 500 Amon Park Drive

To submit an application please email it to: reserve@ci.richland.wa.us

These guidelines are for individuals who are applying to use any combination of athletic fields no more than 10 field use requests.

Please follow the steps below to allow adequate time for processing and preparation for your field needs.

1.1 Read the Sports Association Field Usage Guidelines. If you have any questions please contact us.

1.2. Complete the following items and submit them at least 48 hours prior to the date of your first field use.

The Application Checklist:

- Field Usage Application
- Field Usage Application Checklist
- The Hold Harmless Agreement
- Certificate of Insurance, if applicable
- Submit a copy of your standard concussion consent form if applicable

1.3 Definition of Terms

- a) “**Responsible party**” is defined as the activity organizer, promoter or representative responsible for organizing the public or private use activity within any City of Richland park or facility. The Responsible Party shall be 18 years of age or older.

- b) “**Athletic Field Use Permit**” is defined as a contract/reservation agreement issued by the City. A permit is required for any organized activity involving the use or having impact upon the parks facilities or grounds.

- c) “**City**” means the City of Richland

- d) “**Community Events**” means those events where the general public is invited to attend and no entrance fee or participation fee is required.

- e) “**Department**” means the City of Richland Parks and Public Facilities Department

- f) “**Historic Use**” means organizations who have scheduled sport fields during the most recent prior season for a particular sport.

- g) “**League play**” means the practices and games scheduled with participants who have been solicited through a publicly advertised manner and no one is turned away from participating.

- h) “**Maintenance Staff**” means the City of Richland Parks and Public Facilities Maintenance staff.

- i) “**Private Events**” means those events where participants are selectively invited to participate or where a fee is charged to participate.

- j) “**Organization**” means any entity requesting use of a sports field whether it is a league, group, association or individual team.

- k) “**Resident**” means someone who resides within the city limits of Richland.

- l) “**Select teams**” mean those teams made up of participants who have been selectively chosen and a publicly advertised solicitation has not occurred.

- m) “**Athletic Field**” means those fields identified in this document.

Terms and Conditions for Use of Athletic Fields

The following rules and regulations will be in effect for all City of Richland athletic fields. The Responsible Party will adhere to all park rules and regulations and will insure all field use participants do as well.

2.1 Prohibited Activities

Any activity that is prohibited by Federal, State, County or City of Richland law

2.2 Laws, Rules and Regulations

The Responsible Party and users shall comply with all Federal, State, County laws and City of Richland ordinances and regulations governing the use of Richland parks. Said laws, rules, ordinances and regulations as applicable shall be made available to the Responsible Party. It is the responsibility of the Responsible Party to provide and disseminate the information to all attendees and participants.

a) Individuals are responsible for any damage done to person(s) or property when equipment leaves the complex. For example, but not limited to, a homerun ball flying over the outfield fence and striking a car resulting in a broken window or causing body damage to the vehicle. If the individual who caused the damage does not take responsibility, the Responsible Party will be responsible for the damage.

b) Changes, alterations, or defacement of park property, facilities, facility furnishings or equipment is not allowed. Any person or group causing damage to property or equipment will be required to pay for current cost or repair including labor, or replacement to restore furnishings or equipment to its original condition. Costs will be deducted from the damage deposit. Additional charges above the damage deposit must be paid in full. Until final payment for damage is received, the City shall have the right to deny future applications without any stated cause and seek restitution through the legal system.

2.3 Condition of Premises

The Responsible party will accept the premises in its present condition and at the times designated on the Athletic Field Use permit.

2.4 Reservations of Use Dates

Preference for Scheduling shall be given in the following order:

1. Leased facilities
2. City of Richland operation/maintenance/events/programs; tournaments solicited by the City and City co-sponsored events or programs
3. Governmental Agencies/Richland School District: conducting events or activities designed to serve the citizens and businesses of Richland and tournaments that increase tourism.
4. Organizations with which the City has Facility Use Agreements
5. Historic user's youth sports leagues

6. Richland youth sports league play
7. Richland resident youth Select Teams games and practices
8. Richland resident adult sports leagues and all other tournaments
9. Richland residents & Richland non-profit businesses for non-commercial use
10. Resident for-profit Businesses: Must have a building within the City limits.
11. Non-residents; non-resident select teams, non-resident league play and Non-resident non-profits:
12. Non-resident businesses

The City will not normally schedule any use of sports fields during the months of November, December, January and February. Each request during these months will be considered on an individual basis.

Spring/Summer Season: March 1st – July 31st

- Applications open to leagues/sports organizations (more than 10 field use requests) November 1st – March 31st
- Applications open to those requesting less than 10 field requests during the Spring/Summer Season April 1st – July 31st

Summer/Fall Season: August 1st – October 31st

- Applications open to leagues/sports organizations (more than 10 field use requests) March 1st – July 31st
- Applications open to those requesting less than 10 field requests during the Summer/Fall Season August 1st – October 31st

Due to limited field availability the City cannot always guarantee that you will receive all the field times that you have requested.

2.5 Athletic fields that may be reserved

Baseball Fields (grass infields)

Badger Mountain Park	3 Little League baseball fields* & 1 practice field
Claybell Park	2 Little League baseball fields
Jefferson Park	2 Little League baseball fields
Jason Lee Park	1 practice field
Lynnwood Loop Park	1 practice field
Frankfort Park	1 practice field
Beverly Heights Park	1 practice field
Craighill Park	2 practice fields
Rod Block Park	1 practice field
Stevens Park	1 practice field
Leslie Groves Park	1 practice field

Softball Fields (Dirt Infields)

Columbia Playfield	5 softball fields*, 4 lit fields
Horn Rapids Athletic Complex	4 softball fields, 1 lit field

Multi-Purpose Sports Fields

Badger Mountain Park	3 fields (Wiser Field*), Wiser field lit
Claybell Park	2 fields 180' x 330' and 225' x 330'
Leslie Groves Park, south of Saint St.	1 field
Jason Lee Park	1 field, 180' x 270'
Lynnwood Loop Park	1 field, 180' x 270'
Columbia Point Marina Park	1 field, 330' x 180'

*These fields must be reserved, no drop in use

Sport Courts

Howard Amon Park Tennis Courts	4 Courts, lit
Claybell Park Tennis Courts	4 Courts
Leslie Groves Park Tennis Courts	2 Courts
Claybell Park Pickleball Courts	2 Courts
Claybell Park Basketball Court	1 Court
Badger Mt. Park Basketball Court	1 Court
Craighill Park Basketball Court	1 Court
Leslie Groves Park Sand Volleyball Court	3 Courts

2.6 Hold Harmless

The Responsible Party agrees to hold harmless the City from all liability resulting from the use of the park and the Responsible party is required to complete, sign and submit the City's Hold Harmless Agreement.

2.7 Use Fees

Fees are charged to provide for recovery of the cost to City taxpayers for administrative and maintenance costs associated with exclusive use requests of park facilities. Fees include the cost for application processing, administration, maintenance, utilities, space and/or facility use and in some cases, fire, police, public works and other miscellaneous expenses.

Fees Due 15 Business Days Prior to Use

	Resident	Non-resident
Sports Field & Sports Court	\$5.00/hour	\$7.00/hour
Use of Lights	\$14.00/hour	\$18.00/hour

**Fees are Per Hour/Per Field or Per Court

The City will not place holds on fields and the reservation/use is only confirmed upon payment of the Use Fees.

2.8 Field Use Cancellation Policy

Field use cancellation must be made in writing (email is acceptable) at least 14 business days prior to scheduled field use. Failure to do so will mean forfeiture of the field use fees for all fields not used. Fees will only be refunded if the City has to close the fields for a safety reason or the City determines that the fields are unplayable due to weather conditions. Once field use has begun, however, you are responsible for the payment for all field fees and games that were completed or partially completed before the rainout or field closure.

2.9 Field Maintenance

- 1) Field users are responsible for clean-up, litter removal (including but not limited to seed shells and plastic bottles) and removing all equipment and materials after use.
- 2) The level of service for field maintenance shall be negotiated with the City and Organization prior to the beginning of field use.
- 3) Fields shall not be used while maintenance activity is occurring on the field.
- 4) The City reserves the right to limit the amount of scheduled and non-scheduled play on athletic fields during any given season to prevent excessive damage to turf.
- 5) Field Closure/Rainouts – The Department will have the final authority regarding the play-ability of the fields. During inclement weather please call 509-942-7387 for field closure information.
- 6) Closures may result from poor playing conditions that could cause safety hazards for the public and/or damage to City property that could result in excessive repair work to bring the field back to a playable condition.
- 7) The Responsible Party is responsible for assisting field maintenance personnel to keep participants off the playing field when the maintenance is taking place.
- 8) Field maintenance standards include, but are not limited to:
 - a) Dragging the infield and raking around the bases
 - b) Watering the infield
 - c) Chalking lines and boxes
 - d) Resetting bases and pitching rubbers
 - e) Rebuilding pitching mounds
 - f) Fields will not be lined for practice times.
 - g) The Responsible Party will be charged \$14 per bag, in excess of 5 bags per field per day, for field conditioner, to enhance/continue field playability.

2.10 Field Information

Games shall not start before 8:00 am and all games shall be completed by 11:00 pm.

No participant or person associated with the organization shall intentionally throw or kick balls into or over fences, backstops or buildings or climb on fences, backstops, buildings or other structures.

Fields cannot be modified, improved, dug into, repaired, wrongly used or modified in any way without prior written permission from the City. The cost for repairs to correct damage caused by an Organization will be deducted from the damage deposit. The Organization is responsible for educating volunteers, umpires, coaches, parents and visitors about monitoring behavior and actions of participants.

2.11 Clean-Up

The field area used by the Responsible Party shall be free of litter each day prior to leaving the facility.

All equipment brought in by the responsible Party shall be removed at the conclusion of the last game/practice.

If any additional clean-up work is required to be performed by the maintenance Staff, the cost will be deducted from the damage deposit.

2.12 Vehicles in Parks

Vehicles will only be allowed outside of designated parking lots with the permission of the City.

2.13 Alcohol

The consumption of alcoholic beverages is not permitted in City parks unless the responsible Party is granted written approval from the City. Approval from the City will require the Responsible Party to provide the following:

- a) Receive a temporary license through the Washington State Liquor Control Board
- b) Arrangements must be made for professional security to be present during the activity. The City will assist in determining the number of security personnel for the activity. The security company must be licensed and bonded
- c) All areas where alcohol is being consumed must be enclosed per standards established by the Washington State Liquor & Cannabis Board.
- d) No minors are allowed within the designated alcohol use area.
- e) A license alcohol server must be provided to serve all alcohol. No bring your own bottle.
- f) All alcohol shall remain in the designated area.
- g) Supplemental Commercial General Liability insurance as follows:

- 1) Insurance as required under 2.6
- 2) \$1 million liquor liability insurance from the Responsible Party
- 3) \$1 million liquor liability insurance from the alcohol server
- 4) \$1 million general liability insurance from the security company

2.14 Smoking and Tobacco

Smoking and Tobacco use is prohibited within any building, within 25 of any building entrance and within 50 feet of any playground.

2.15 Music/Public Address System/Noise Ordinance

When music or a public address system is necessary or requested for use in a park, City approval is required. The Responsible Party recognizes that the Field Use Permit executed with the understanding that the Responsible Party will respond responsibly and appropriately to any complaints received regarding excessive noise, up to and including removal of the noise source.

2.16 Emergency and Non-emergency Situations

In the event that an emergency occurs during field use please contact emergency services at 911. For non-emergency situations please call 628-0333

2.17 Pets

Pet waste must be picked up by the pet owner. All dogs must be on a leash or at heel (2 feet from owner and under voice control).

2.18 Non Discrimination

Applicant shall comply with the State of Washington's "Fair Play and Community Sports Act" (Chapter 467, 2009 Laws, effective date July 26, 2009) that prohibits discrimination against any person in a community athletics program on the basis of gender.

Applicant shall not discriminate on the basis of gender, religion, gender identity, transgender, color, race, creed, national origin, age, marital status or the presence of any sensory mental or physical handicap in the provision of services, in programs or activities. The City does not discriminate on the basis of disability in the programs and activities which it operates or allows other organizations to operate on City lands, pursuant to the requirements of the American with Disabilities Act of 1990, Pub. L101-336.

2.19 Termination

Failure of the responsible party to comply with the conditions of the field use permit and these conditions shall constitute full and adequate cause for the City to immediately terminate this Permit subject to the notice and cure provisions of the following paragraph:

Timely and full performance of all terms and conditions of this Permit is made the essence hereof. In the event the Responsible Party fails to keep or perform any terms or conditions required herein to be kept or performed by it, the City shall have the right to promptly notify the Responsible Party of such failure. The Responsible Party shall take immediate action to correct such failure. If the Responsible Party fails to take the appropriate

corrective action within an mutually agreed period of time (which shall not be more than 24 hours during the time of field use), the City may, at its option, take such action as is reasonably necessary to correct the failure and charge the cost thereof to the Responsible Party or declare this Permit forfeited and resume possession of the premises.

General Park Rules RMC 9.42

1. **There shall be no unauthorized motorized vehicles allowed in the parks.**
2. The possession of weapons in the parks is prohibited including, but not limited to, air rifles, paintball guns, bows and arrows, crossbows, swords and pellet guns. This section shall not apply to the open carry of a firearm except where prohibited or to firearms permitted under Chapter [9.41](#) RCW.
3. There shall be no intentional dumping of personal trash, litter or garbage outside a receptacle provided by the city and/or which is appropriate for that purpose allowed in the parks.
4. There shall be no intentional destruction of vegetation.
5. There shall be no unauthorized burning.
6. There shall be no unauthorized camping per subsection (D) of this section.
7. There shall be no alcoholic beverages consumed in the parks without the appropriate permits.
8. There shall be no littering in the parks.
9. Dogs must be in compliance with existing leash law as set forth in RMC [7.03.050](#), or in compliance with rules established for designated off-leash dog areas within the city park system.
10. There shall be no sound made by the use of a musical instrument, whistle, sound amplifier, juke box, radio, television, iPod or other similar device so as to be audible greater than 75 feet from the device.
11. City property, which consists of dedicated or designated public parks, shall be available for use and activities during the hours of 5:00 a.m. and 11:00 p.m. It shall be unlawful for any person to be present in or use these public facilities after 11:00 p.m. or prior to 5:00 a.m.

No participant shall intentionally throw, hit or kick balls into or over the fences, backstops or buildings.

City of Richland owned bases, pitching rubbers, pitching mounds, etc. are not to be removed from or relocated on any sports fields.

The Department or his/her designee shall enforce, or caused to have enforced, the provisions herein; and shall have the authority to deny use of any facility to an individual or group who refuse to comply with the rules and regulations of the permit. The City reserves the right to full access of the rented space during a rental to ensure compliance with rental rules and regulations.

City of Richland Field Usage Application Checklist

Please ensure that you have completed and enclosed the following items. Incomplete applications will not be accepted and will be returned. Applications must be submitted to the Parks and Public Facilities Department office, 500 Amon Park Drive, at least 60 days prior to the first day of requested field use. This checklist must be attached to the application when submitted. Payment is accepted by cash, check or credit/debit card.

(Please Initial)

- 1) I have read the Athletic Field Usage Guidelines and understand the requirements for field use _____
- 2) The Application form is completed fully, signed and dated _____
- 3) The Hold Harmless Agreement is signed and dated _____
- 5) Application Checklist (this sheet) is signed and dated by the Responsible Party _____
- 6) If required certificate of insurance attached _____
- 7) If required standard concussion form attached _____
- 8) I have read and understand the policy on sports complex cancellations _____

Organization _____

Signature _____ Date: _____



City of Richland Hold Harmless Agreement

Name of organization/Individual _____

Field use Location(s) _____

Field use date(s) _____

(Organization/Individual Name) _____ agrees to indemnify, defend and hold the City harmless from and against all liabilities, costs, damages and expenses which may accrue, be charged to, or recovered from the City by reason or on account of damage to the property of the City, including environmental damage, injury to, or death of any person, arising from _____'s use and occupancy of City property, provided the City shall give _____ prompt and timely notice of any claim made or suit instituted which in any way affects _____ or its insurer, and _____ and its insurer shall have the right to compromise and defend the same to the extent of their own interest. Any final judgment rendered against the City for any cause for which _____ is liable hereunder shall be conclusive against _____ as to liability and amount.

I further state that I am 18 years of age or older and legally competent to sign this document. I understand these terms are contractual and not mere recital and that I have signed this document as my own free act.

Signature of Responsible Party

Date: _____