

## Sports Field Permit Policy

THE PATRON/ORGANIZATION GRANTED THIS PERMIT RESERVATION AGREES TO THE FOLLOWING STIPULATIONS FOR USE OF HOUSTON PARKS AND RECREATION DEPARTMENT (HPARD) SPORTSFIELDS:

### Practice Field Requests:

- 1) Practice permits requests may be made within the current week and the week following of the required date(s) and no later than 2:00pm on the day of their event. At fields where a monitor is required to open/close gates or turn lights on/off, permitting will be dependent on a monitor being available.
- 2) In order to secure a practice permit, a Team Registration fee will be required. This fee is due each January and July.
- 3) All rental fees must be paid, in full, at the time of the approved application. Cancellation/rescheduling requests will not be accepted.
- 4) Only the individual(s) listed on the Team Registration card will be allowed to secure a practice permit in order to avoid another Team Registration Fee.
- 5) Practices are prohibited on fields designated by the Parks Department as "Tournament Quality".
- 6) The "Standard" rate will be applied to both youth and adult groups for Practices.
- 7) A minimum of two (2) consecutive rental hours required Monday - Friday; four (4) hours Saturday - Sunday.

### Tournament Field Requests: (Minimum 4 Teams per field)

- 1) Tournament requests must be made at least five (5) weeks prior to requested date(s).
- 2) Tournament requests may be made three (3) months prior to required date(s).
- 3) All rental fees must be paid, in full, at the time of the approved application.
- 4) A Team Registration fee must be paid for each team in the tournament. The final tournament bracket is required at least four (4) days before your event in order for your field permit to be valid. Minimum of 4 teams per field.
- 5) A reservation of either two (2) or four (4) fields is required for "Tournament Quality" sites. This includes, but is not limited to Herman Brown, Cullen and Memorial Park (Fields 2 and 3) complexes.
- 6) A minimum of two (2) consecutive rental hours required Monday - Friday; four (4) hours Saturday - Sunday.
- 7) For returning groups only: In order to guarantee the same dates for the following year, applications and payment must be received within 30 days from the date of the previous tournament. Must be the same location.
- 8) A refundable deposit of \$250 is required, per field, for the use of City of Houston Ball fields and is due at the time of the approved application.

### League Field Requests (Minimum 4 Teams per field):

- 1) New league requests may be made four (4) weeks prior to the requested start date of the league (scheduled league play must be completed within 10 weeks).
- 2) Existing league request may be made six (6) weeks prior to the requested start date of the league (scheduled league play must be completed within 10 weeks; this includes time for "rain-outs").
- 3) League play must be for a minimum of four (4) weeks.
- 4) League requests must be received at least 2 weeks prior to the requested date.
- 5) Leagues must be paid for, in full, at the time of the approved request.
- 6) Permits will not be issued past 2 pm on the day of the event or past 2 pm on Fridays.
- 7) A minimum of two (2) consecutive rental hours required Monday - Friday; four (4) hours Saturday - Sunday.
- 8) Team Registration fees are due January 1 and July 1 of each year.
  - a. In order to collect the proper fees for your Team Registration, your final league schedule is required at least (2) two weeks before your event in order for your field permit to be valid.

b. If new teams are added, additional Team Registration fees will be required per team.

9) A refundable deposit is required, per field, for the use of City of Houston Ball fields and is due at the time of the approved application.

#### General Reservations Procedures & Policies:

1) FOR TOURNAMENT & LEAGUE PLAY, BOTH FOR ADULT & YOUTH GROUPS, USE OF CITY OF HOUSTON BALLFIELDS REQUIRES A DEPOSIT.

2) Once a request for a reservation has been made, payment is required unless customer cancels a minimum of fourteen (14) calendar days prior to the event or it may affect future usage or rentals of any City of Houston facility and/or field.

3) A minimum of two (2) consecutive rental hours required Monday - Friday; four (4) hours Saturday - Sunday. All requests require a minimum of thirty (30) minutes between reservations.

4) User groups are responsible for providing "tie-down" bases and volleyball nets if required.

5) Adults are prohibited from using fields designated as "Youth Only."

6) Requests for cancellations/rescheduling must be submitted fourteen (14) calendar days prior to the scheduled event. There will be no refunds granted without proper notification. If, due to weather, lighting problems, etc., your event is not held on the permitted date, you must immediately call the Parks Department Dispatcher at 832-395-7100 and the Reservations Office at 832/394-8804 or 8805 by the first workday following the event in order to receive credit for payment. Requests will be reviewed on an individual basis.

7) If there will be sales of any type, amplified sound or an attendance fee charged, additional permits will be required. No alcoholic beverages may be sold or distributed on park property without first obtaining approval of the Director, Parks and Recreation Department and required permits.

8) All litter generated by your group must be picked up and disposed of in proper receptacles. No glass containers are permitted on park property, nor are any vehicles permitted in areas not specifically designated for parking.

9) Houston Parks and Recreation Department reserves the right to revoke fields if founded that groups/organizations reserve fields and do not utilize them in accordance to their permit.

\* Parks and Recreation Departments ?Rules and Regulations? 222.7 RESERVATIONS, USAGE PRIORITY

Reservations for Department buildings and facilities shall only be accepted if fees required for such usage are paid at the time of the approved request. Department sponsored, co-sponsored and/or scheduled programs, activities and events shall have priority usage over building and facility rentals. EXCEPTION: In order to maintain continuance of their programs, organizations requesting use of sports fields for league play, shall be given priority when reserving a field(s) during the time period permitted the previous year. All fees for usage of such field(s) must be paid a minimum of 30 days prior to the start date of the requested permit. Should such organization fail to renew their permit from year to year, this privilege will be revoked.

#### Deposit Policy:

I. A \$250 refundable deposit per field for adult leagues and a refundable \$100 deposit per park for youth leagues must be received by the permit office prior to starting league play. Cash, check, money order or a valid credit card will be accepted.

II. Youth leagues, which play on level one fields, must pay a \$250 refundable deposit as well.

III. If a deposit has to be withheld for any reason listed in section IV below, the refundable deposit for that field/park will then be raised to double the amount. The deposit must be replenished to the full amount

due before the league will be permitted to resume play.

IV. If any of the policies below are not adhered to, your deposit will be withheld.

~ All litter generated by your group, including spectators, is to be picked up and disposed of in the proper containers immediately following the event. Glass containers are strictly prohibited. The park should be left in the same condition or better than it was found.

~ Consumption of alcoholic beverages is only allowed at selected parks. Team members consuming alcohol at an alcohol prohibited park will be in violation of this policy. If uncertain as to the status of your park, please call the permits office at either 832-394-8805 or 8804.

~ Vehicles are prohibited from driving on or parking on park grounds, except in designated areas.

~ It is a violation of this policy to play under conditions that should be evident would cause damage to the field. (e.g.: wet grounds).

Houston Parks and Recreation Department reserves the right to cancel this permit at any time.

I have read and agree to comply with the above procedures and stipulations and to abide by all additional City, State & Federal laws pertaining to the use of the permitted facility, and certify that the information I provided, and contained herein, is truthful. I further do hereby affirm that no person shall be discriminated against on the basis of race, color, religion or national origin by my team/organization during the use of City of Houston Parks and Recreation Department facilities. I am specifically aware of the policies relative to cancellations/rescheduling and acceptance of credit cards as stated herein. I also understand that I am accepting the requested facility on an "as is" condition.

City of Houston, Parks and Recreation Department

Release, indemnity and hold-harmless agreement

STATE OF TEXAS COUNTY OF HARRIS

IN CONSIDERATION OF THE BELOW-NAMED PARTICIPANT BEING PERMITTED TO PARTICIPATE IN THE CITY OF HOUSTON RECREATION PROGRAM, AT MY SPECIAL INSTANCE AND REQUEST, I, FOR AND ON BEHALF OF MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, RELEASE, ACQUIT AND FOREVER DISCHARGE THE CITY OF HOUSTON, TEXAS, TOGETHER WITH ITS FORMER AND PRESENT ELECTED AND APPOINTED OFFICIALS, LEGAL REPRESENTATIVES, EMPLOYEES, AGENTS, SERVANTS, VOLUNTEERS, (IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES), SUCCESSORS, ASSIGNS AND ALL AFFILIATED PERSONS AND ENTITIES (COLLECTIVELY THE CITY) OF, FROM AND AGAINST ANY AND ALL LIABILITIES OF EVERY KIND, CLAIMS, CAUSES OF ACTION, KNOWN AND UNKNOWN, WHETHER AT LAW OR IN EQUITY, IN CONTRACT OR TORT, UNDER STATUTORY OR COMMON LAW OR PURSUANT TO THE TEXAS OR UNITED STATES CONSTITUTION(S), LOSSES, JUDGEMENTS, (INCLUDING ALL EXPENSES OF LITIGATION, COSTS, AND ATTORNEYS' FEES), FINES, DEMANDS, DAMAGES, LOSS OF USE OR SERVICES, OR INJURIES TO REAL AND/OR PERSONAL PROPERTY AND/OR PERSONS (INCLUDING DEATH) (COLLECTIVELY CLAIMS), CAUSED BY, ARISING OUT OF, RELATING TO, RESULTING FROM, OR IN ANY WAY TOUCHING UPON ANY EVENT, CIRCUMSTANCE OR TRANSACTION RELATING TO MY CHILD'S PARTICIPATION IN THE PROGRAM AND/OR THE PRESENCE, MALFUNCTION, MAINTENANCE, ADDITION OR SUBSTITUTION OF ANY PROPERTY OWNED, LEASED, OPERATED, OR UTILIZED BY THE CITY IN CONNECTION WITH THE PROGRAM EVEN IF THE CLAIM IS THE RESULT OF THE ACTUAL OR ALLEGED SOLE NEGLIGENCE OF THE CITY AND/OR THE ACTUAL OR ALLEGED JOINT OR CONCURRENT NEGLIGENCE OF THE CITY AND ANY OTHER PERSON OR ENTITY AND/OR THE ACTUAL OR ALLEGED STRICT, STATUTORY OR CONSTITUTIONAL LIABILITY OF THE CITY. FURTHER, I, FOR AND ON BEHALF OF MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, DO HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF, FROM AND AGAINST ANY AND ALL CLAIMS ASSERTED BY ANY PERSON OR ENTITY AGAINST THE CITY ARISING OUT OF, TOUCHING UPON OR IN ANY WAY RELATING TO THE PROGRAM AND/OR TO THE PRESENCE, MALFUNCTION, MAINTENANCE, ADDITION OR SUBSTITUTION OR ANY PROPERTY OWNED, LEASED, OPERATED, OR UTILIZED BY THE CITY AND/OR ANY OTHER

PERSON OR ENTITY IN CONNECTION WITH THE PROGRAM EVEN IF THE CLAIM IS THE RESULT OF THE ACTUAL OR ALLEGED SOLE NEGLIGENCE OF THE CITY AND/OR THE ACTUAL OR ALLEGED JOINT OR CONCURRENT NEGLIGENCE OF THE CITY AND ANY OTHER PERSON OR ENTITY, AND/OR THE ACTUAL OR ALLEGED STRICT, STATUTORY OR CONSTITUTIONAL LIABILITY OF THE CITY. AS SUCH, THE FOREGOING INDEMINITY IS INTENDED TO INDEMINIFY THE CITY AGAINST THE CONSEQUENCE OF ITS SOLE NEGLIGENCE OR FAULT AND AGAINST THE CONSEQUENCE OF THE NEGLIGENCE OR FAULT OF THE CITY OCCURRING JOINTLY OR CONCURRENTLY WITH THE NEGLIGENCE OR FAULT OF ANY PERSON OR ENTITY AND AGAINST THE CONSEQUENCE OF THE STRICT, STATUTORY, OR CONSTITUTIONAL LIABILITY OF THE CITY. I ALSO GIVE THE DEPARTMENT PERMISSION TO USE THESE MEDIA FOR ANY PURPOSE THE DEPARTMENT DEEMS PROPER. FINALLY, I UNDERSTAND THAT THESE PHOTOS, VIDEOS, FILM AND SOUND RECORDINGS ARE THE EXCLUSIVE PROPERTY OF THE DEPARTMENT. THE CITY OF HOUSTON WAIVERS LIABILITY FOR ILLNESSES AND INJURIES RECEIVED BY THE MINOR DURING THE PROGRAM. IN THE EVENT THAT THE EMERGENCY CONTACT IS UNAVAILABLE, I HEREBY GIVE CONSENT FOR EMERGENCY MEDICAL ASSISTANCE.