



Tournament/Pavilion Usage Application Process - 2017

Welcome:

Thank you for considering the City of Kennewick for your upcoming 2017 tournament. Please take a few minutes to review all the attached information. For questions and assistance in planning your event please contact:

- **Brandon Lange (509) 585-4279 brandon.lange@ci.kennewick.wa.us**

Please follow the steps below to allow adequate time for processing & preparation for your event:

1. **Read the "Tournament/Pavilion Usage Information Guide."** If you have any questions please contact us.
2. **Complete the following items** and submit them to the Recreation office at least **60 working days** prior to the first tournament date. Priority is allocated via the "Usage Priority" in Tournament/Field Usage Guide in section 2.4. Beginning December 20, 2016, returning tournaments can submit 2017 applications. Beginning December 21, 2016 new tournament applications are accepted for the 2017 calendar year. All new tournaments will go through a review process before the City of Kennewick issues a special use permit. Based on staffing needs and ball field usage new tournament requests may be denied for the 2017 season.

The Application Checklist:

- Tournament /Field Usage Application
- Tournament/Field Usage Application Checklist
- The Hold Harmless Agreement signed
- Pay the \$40 non-refundable application fee- *Those tournaments that host two or more tournaments can submit all their applications at once and only pay the \$40 once for the year.*
- Pay the \$125 non-refundable administrative fee per tournament
- \$250 damage deposit

Please Note – The \$250 damage deposit is paid at the time of application. The rental fees will be due within 7 business day before your tournament starts.

3. The pre-tournament walk through is required prior to the tournament. See Section 2.10
4. Damage Deposit – Please Note – the damage deposit is not used to pay the game fee. Refunds are processed approximately 15 working days after the game fees have been received; a refund, partial refund or letter of non-refund of the damage deposit is mailed to the tournament director.

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Definition of Terms

1.1 Definition of Terms

a. "Tournament Director" is defined as the activity organizer, promoter or representative responsible for coordinating the public or private use activity within any City of Kennewick park, softball complex and/or facility. In order to apply for a City of Kennewick "Special Use Permit" the tournament director must be 18 years of age or older.

b. "Special Use Permit" is defined as a contract or reservation agreement issued by the City of Kennewick Special Events Team. A permit is required for any organized activity involving the use or having impact upon the parks facilities or grounds.

Terms and Conditions for Use of Athletic Complexes

The following rules and regulations will be in effect for all City of Kennewick Athletic Complexes. The reserving party will adhere to all park rules and regulations and will insure all tournament participants do as well.

2.1 Prohibited Activities

Any activity that is prohibited by Federal and/or State Law and the City of Kennewick.

2.2 Laws, Rules and Regulations

Tournament Directors and users will comply with all Federal and State Laws, City Ordinances, and regulations governing the use of the Kennewick Park system for public and private special uses. Said laws, rules and regulations as applicable shall be available to tournament director.

- 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 hits a car breaking the windshield or causing a dent. If the individual who caused the damage does not take responsibility, the tournament director will be the responsible party for the damage.
- b. Changes, alterations, or defacement of property to any facility, its furnishings, or equipment will not be permitted. 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 full payment for damage is received, the City of Kennewick shall have the right to deny future applications without any stated cause.

2.3 Condition of Premises

The Tournament Director will accept the premises, to be used for the tournament, in its present condition and at the times designated on the application for use.

2.4 Reservation of Tournament Dates

Preference For Scheduling shall be given in the following order:

- 1st priority: City of Kennewick sponsored events
- 2nd priority: Kennewick School District
- 3rd priority: Tournaments that are set by bids (Such as State and Regional Tournaments)
- 4th priority: Tournaments played at City of Kennewick facilities in the previous year.
- 5th priority: New Tournaments

2.5 Sanctioning Requirements

All tournaments must be sanctioned by a national association or will be required to provide a Certificate of Insurance as stated under the insurance statement below.

2.6 Insurance and Hold Harmless

The tournament must agree to hold harmless, defend and indemnify the City of Kennewick from all liability resulting from the use of the property and the sponsor is required to complete and sign the City's Hold Harmless Agreement.

- The tournament must procure and maintain General Liability Insurance with limits of not less than \$1 Million per occurrence and \$2 Million general aggregate. The City of Kennewick must be included as an additional insured using ISO form CG 20 26, or coverage at least as broad. General Liability insurance shall include coverage for participant liability with limits of not less than \$1,000,000 per occurrence.
- Proof of Insurance will be required 21 business days prior to the first day of the tournament. Additional insured endorsement must be included with your insurance.

2.7 Tournament Fees

Fees are charged to provide a system for recovery of the cost to City Taxpayers to host activities in City Parks and Facilities. Fees include the costs for application, administration, maintenance, utilities, space and or facility usage, police, fire, public works cost, and any other miscellaneous expenses. All fees are reviewed annually (calendar year) and adjusted as necessary to keep fees current with costs

Fees due at time of application	Fees
Application Fee (non-refundable)	\$40.00 per application
Administrative Fee (non-refundable)	\$125.00 per tournament
Damage Deposit	\$250 per tournament
Court Rental Fees	
All 3 courts (pavilion floor)	\$72.50 per hour
Additional hourly rate	\$29 per hour per court
Pavilion Conference room	Included
Other Fees if needed	
Gate Fee	\$50 per day
Set up/take down	Included
Concessions/Café Rental	\$80 per day
Building Supervisor	\$13.5 per hour

2.9.1 Tournament Cancellation Policy

Tournament cancellation must be made in writing at least 14 business days prior to the tournament date. Failure to do so will mean forfeiture of your damage deposit.

2.11 Clean-up

- The complex must be free of litter each day prior to leaving the facility.
- All buildings must be cleaned prior to leaving the facility on the last day of the tournament. (No individuals other than tournament representatives will be allowed in these buildings).
- Floor swept, garbage cans emptied, refrigerator emptied and cleaned and all items brought in by tournament removed. If any additional cleanup work is required by the City of Kennewick staff, the cost shall be deducted from the damage deposit fee.

2.12 Vehicles in Park/Complex

Vehicles will be allowed in the complex only for the purpose of loading/unloading equipment. Then they must be removed and parked in the parking lot during the tournament. All vehicles must abide by the City of Kennewick's policy on Park Vehicle Access procedure 1.01.03 of the Kennewick Code (KAC) 9-44-020. Vehicles driven in the complex must have auto liability insurance. (See the attached Park Vehicle Access Policy)

2.13 Concessions

- Café is available for rent or you can ask the parks and recreation department for a list of approved vendors.
- Requests to conduct commercial profit venture and/or promotional activities or fundraisers are subject to City of Kennewick approval and must be submitted at least ninety (90) days prior to the event.
- The sale of anything by the user or participants requires prior approval of the City of Kennewick. The tournament director is responsible for obtaining all permits for the sale and distribution of items such as, but not limited to, a City of Kennewick business license, Health Department approval, etc. Proof of permits will be required two (2) weeks prior to event.

2.14 Alcohol

The consumption of alcoholic beverages is not permitted in City Parks or any other athletic complexes including buildings; unless the Event Coordinator or Tournament Director of either a public or private activity is granted written approval from the City of Kennewick (Permit to Consume Alcohol in City Parks form and Hold Harmless form), a temporary license through the Washington State Liquor and Cannabis Board (WSLCB) is granted, and liquor liability insurance is procured. Those wishing to provide a beer garden at their event are encouraged to contact Karen or Brandon to work through the details which could include the following special conditions in which the sponsor must adhere to in order to allow alcohol use:

- a. Arrangements must be made for professional security to be present during the activity. The City of Kennewick will assist in determining the number of security personnel for each event.
- b. All areas where alcohol is being consumed must be enclosed by walls or double fencing spaced a minimum of 5 feet apart.
- c. No minors are allowed within the alcohol designated use area.
- d. All attendees consuming alcohol must remain in designated secured areas.
- e. Supplemental Commercial General Liability Insurance as follows:

Insurance as required under 2.9 (\$1 million per occurrence, \$2 million general aggregate Commercial General Liability insurance from the event organizer) plus \$1 million host liquor liability coverage from the event organizer \$1 million Liquor Liability insurance from the server of alcohol at the event, naming the City of Kennewick as an additional insured.

\$1 Million per occurrence/\$2 Million general aggregate Commercial General Liability insurance, endorsing the City of Kennewick as an additional insured (ISO form CG 20 26) from the crowd control company/organizer. Crowd control company/organizer must be licensed and bonded.

Non-compliance of any of the above conditions or associated conditions required by the City of Kennewick and the WSLCB will be cause for immediate permit revocation and closure of the activity

2.15 Smoking or Tobacco use

Smoking, vaping and tobacco use is prohibited in all City of Kennewick facilities (restrooms/upstairs meeting room) and must be 20 ft. from any playground structure.

2.16 Banners

All banners, flyers, announcements, advertisers and/or ads to be posted in the facility or used and/or promoted with your event requires approval of the City of Kennewick and must abide by the following KMC codes; Ch 13.12, Ch 13.20, Ch 15.24 and Ch 18.65. ***Please note that the Southridge Sports and Events Complex may have exclusive contracts in certain business classes that you are required to abide by at all times.***

2.17 Music/Public Address System/Noise Ordinance

When music or a public address system is necessary for a tournament, City of Kennewick approval is necessary. The Tournament Director must review and comply with the Kennewick Municipal Code (KMC) Chapters 6.27, 6.47, 9.52

2.18 Emergency Situations

In the event an emergency occurs during the tournament please contact emergency services at 911.

2.19 Non-Emergency Situations

A City of Kennewick staff person will be stationed at your complex at all times. We will give you a list on contact numbers before your tournament begins so you are able to reach them at all times.

2.20 Camping

Camping in City Parks is prohibited. For special permission for a security trailer or an exemption to this condition, requests must be submitted in writing to the City of Kennewick at the time of application

2.21 Pets

Pet leash law enforced, pet waste to be removed from grounds by owner. Park Rules KAC9-44

General Park Rules (KAC 9-44)

- ✓ Closed ½ hour after dusk to 6:00 a.m., except by written permission or as scheduled (lighted facilities).
- ✓ Pet leash law enforced, pet waste to be removed from grounds.
- ✓ Destroying, damaging, defacing or misusing public property is prohibited.
- ✓ Areas being serviced are closed.
- ✓ No littering, deposit all waste in trash receptacles.
- ✓ Alcohol is not allowed.
- ✓ Playing golf is not permitted.
- ✓ Trespass notification citations shall be issued to persons suspected of committing a crime or infraction while in a city park.
- ✓ Play equipment for children 12 years old and under only.
- ✓ No smoking/vaping within 20 feet from playground equipment and children's play areas.
- ✓ No skateboarding, skating or bike riding on park equipment.
- ✓ No vehicles on grass, pathways, bike trails or in limited access areas.

City of Kennewick Policy on Park Vehicle Access

Procedure No. 1.01.03

Subject. Departmental Policy on Park Vehicle Access

1. PURPOSE

1. To establish Parks and Recreation Commission Policy regarding Park vehicle access to turf areas and other green spaces within City of Kennewick Parks.
2. To establish responsibility, authority, guidelines and procedures for vehicle access to turf areas and other green spaces within City of Kennewick Parks.

2. REFERENCES/ AUTHORITY

Kennewick Administrative Code (KAC) 9-44-020 prohibits defacing or destroying property. By reference, vehicular access to turf areas and green spaces has been limited to dedicated streets, park roadways, and improved (graveled or asphalt surfaced) parking lots in the past.

3. DEFINITION

Vehicle – a piece of mechanized equipment (excluding motorized wheelchairs) regardless of whether or not it is licensed by the State Department of Licensing.

4. POLICY

It shall be the City of Kennewick's policy to restrict Park vehicle access to dedicated streets, park roadways, and improved (graveled or asphalt surfaced) parking lots for the safety of the public and to preserve a park like atmosphere. Public safety shall be always the highest priority and consideration while operating a vehicle within City of Kennewick Parks. Accordingly, only vehicles allowed under the following procedures are authorized to access City of Kennewick Parks.

5. ACCESS TO CITY OF KENNEWICK PARKS

Vehicle access to turf areas and other green spaces in City of Kennewick Parks may be pre-arranged with the City of Kennewick. All vehicles entering turf areas and other green spaces in any park must have an authorized vehicle permit on the dashboard at all times. All vehicles that access City of Kennewick parks must have auto liability insurance.

6. PROCEDURES:

General Rules Applicable to All Vehicles

- a. Private vehicles are not allowed in turf areas and other green spaces in City of Kennewick Parks at any time unless a vehicle access permit is received in advance of entry into the park from the Special Events Team.
- b. All vehicles must drive at no speed greater than 5MPH, with emergency flashers on at all times for public and employee safety.
- c. No vehicle shall be allowed to park or drive on turf areas or other green spaces, except for vehicles carrying a special permit approved by the City of Kennewick, or in instances necessary to assure public safety.
- d. Any future services or construction contracts with the City of Kennewick shall include language-requiring compliance with the Park Vehicle Access Policy and other park rules and regulations.

7. VEHICLE CATEGORIES

- 7.1 City Vehicles: City vehicles required for operating in and maintaining Parks/Public Works facilities shall have authorized access to all areas in City Parks. No personal vehicles of staff are allowed in turf areas or other green spaces in City Parks without a vehicle permit approved by the Kennewick Special Events Team.

IT MUST BE REMEMBERED AT ALL TIMES THAT CITY EMPLOYEES SET AN EXAMPLE FOR THE PUBLIC, SPECIAL EVENTS GROUPS AND SERVICE COMPANIES. IT IS OF THE UTMOST IMPORTANCE THAT DEPARTMENTAL AND CITY EMPLOYEES ABIDE BY THIS POLICY.

7.2 Emergency Vehicles: Properly designated emergency vehicles with sirens and lights responding to emergency situations are allowed in all areas in City Parks. Police, Fire and other emergency response vehicles responding to appropriate situations are also allowed in all areas in City Parks at any time.

7.3 Media Vehicles: All news media vehicles responding to breaking news shall have emergency access to all areas in City Parks. At all other times, media vehicles may only access dedicated streets, park roadways, and improved (graveled or asphalt surfaced) parking lots in City Parks unless an authorized vehicle permit has been issued.

7.4 Service and Delivery Vehicles: Service and delivery vehicles are allowed in City Parks as permitted by the City of Kennewick for special events, concessions, service deliveries and other business as designated. Any vehicle with a sign or logo that indicates the vehicle is in the service/delivery business shall be considered and authorized service/delivery vehicle must have a vehicle permit. Any vehicles not marked as a service/delivery vehicle and approved by the Kennewick Special Events Team.

7.5 SPECIAL EVENT VEHICLES

a. The Kennewick Special Events Team will issue vehicle permits to vehicles involved in special events approved in advance by the Kennewick Special Events Team

b. Vehicles used to transport merchandise or equipment in conjunction with private group activities, public entertainment, or special events in City Parks shall do so at the places, times and in the manner pre-authorized by the Kennewick Special Events Team. A vehicle permit should be requested from the Kennewick Special Events Team at least 48 hours prior to the activity. Vehicles may not remain in City Parks during an event unless absolutely essential to the success of the event in the judgment of the Kennewick Special Events Team.

c. For special events additional security may be assigned to secure Park entrance points or to act as escorts for vehicles, to assure compliance with rules and regulations and to insure safety for Park guests. Extra security may be charged to the sponsor or promoter at the discretion of the Kennewick Special Events Team.

8. ENFORCEMENT

8.1 The forms attached hereto shall be used by City of Kennewick staff to implement the Vehicle Access Policy.

a. Vehicle Permit Form (see attachment A)

b. Notice of Violation Form (see attachment B)

8.2 The City of Kennewick Police Department shall be encouraged to assist City of Kennewick staff to enforce the Vehicle Access Policy.

8.3 Violation of any of these rules and procedures shall be grounds for termination and loss of the vehicle access permit involved, or loss of the privilege to enter City of Kennewick Parks without a permit, as the case may be.

Signed and executed on the date shown below:

May 10th, 2001

Marilyn Oliver Hyde, Chairman, Kennewick Parks and Recreation
Commission Updated on 10/13/05

Benjamin Rutledge, Chairman, Kennewick Parks and Recreation Commission

City of Kennewick Tournament/Pavilion Usage Application Checklist

Please ensure you have completed and enclosed the following items. Incomplete applications will not be accepted and will be returned to the Tournament/Game Director. Applications must be submitted to the Special Events Office at least 60 days prior to the tournament date.

Tournament Name _____

Tournament/Game Director _____ Telephone # _____ Cell # _____
(Please Initial)

- 1. I have read the Tournament/Field Usage Guide and understand the requirements. _____
- 2. The Application form is completed fully, signed and dated. _____
- 3. The Hold Harmless Agreement is signed and dated. _____
- 4. Proof of insurance and additional insured endorsement due 21 days prior to tournament. _____
- 5. The \$40 application fee per application is enclosed (nonrefundable). _____
(Payment is accepted by cash, check or credit card)
- 6. The \$250 damage deposit fee is enclosed. _____
(Payment is accepted by cash, check or credit card)
- 7. The \$125 administrative fee per application is enclosed (nonrefundable).. _____
(Payment is accepted by cash, check or credit card)
- 8. Application checklist (this sheet) is signed and dated by the Tournament/Game Director. _____
- 9. I have read and understand that I am required to have a site director and they must be present at all times. _____
- 10. I have read and understand the policy on sports complex cancellations (section 2.9.2). _____

Tournament/Game Director Signature _____ Date _____

Please forward the above items to the Special Events Team

By Mail (credit card, and check payments only)

The Special Events Team – Attn: Brandon Lange or
Karen Coulson City of Kennewick
2901 Southridge
Blvd. #A Kennewick,
WA 99338

By E-mail (credit card payment only)

brandon.lange@ci.kennewick.wa.us or karen.coulson@ci.kennewick.wa.us

In Person (cash, check, credit card payments)

The Special Events Team– located at the 2901 Southridge Blvd. #A, Kennewick, WA 99338



PARKS AND RECREATION DEPARTMENT
2901 Southridge Blvd. #A, KENNEWICK, WA 99338

TOURNAMENT/PAVILION USAGE APPLICATION

Sanctioning Organization: _____ Format: DE MDE RR Other

Name of Tournament: _____ Date(s) of Tournament: _____

Entry Fee: _____ Age Divisions: _____ Estimated # of teams participating: _____

Type of Tournament: Invitational State Regional National Qualifier Other _____

Each Tournament Application must be accompanied by the \$40 (per application) non-refundable application fee, \$125 administrative fee (non-refundable) and the \$250.00 damage deposit. The \$250 deposit will be forfeited if cancellation is not made within 14 days of the tournament date.

CLASSIFICATION: Men Women Co-Ed Youth

Type of Sport _____

Tournament/Game Director: _____

Address: _____ City: _____

Home #: _____ Cell #: _____ E-mail Address: _____

Alternate Contact: _____

Home #: _____ Cell #: _____ E-mail Address: _____

I make application to the City of Kennewick for the use of the sport complex described above and certify the information is correct. I agree to exercise care and safety in use of the facility and property and to hold harmless the City of Kennewick from all liability and medical expenses resulting from the use of the facility and or property. I agree to adhere to the General Park Rules of the City of Kennewick. I further agree to pay in advance any fees associated with the request. Cancellations are to be received in writing by this office per 2.9 of the "Tournament/Field Usage Guide". I understand that alcohol is not permitted in any City building or in any City park including the complexes. If any evidence of alcohol is found, the damage deposit will be 100% forfeited.

Signature of Responsible Party: _____ Date: _____

Print Name: _____

Below, for office use only

Approved Disapproved Date:

Comments: _____



City of Kennewick Hold Harmless Agreement

Name of Organization _____

Name of Tournament/Game Director _____

at _____(locations),

on _____(dates).

(Organization and Responsible Party) _____ agree to protect, defend, indemnify, and hold the City of Kennewick, its officials, officers, employees and volunteers free and harmless from and against any and all losses claims, liens, demands and causes of action of every kind and character including, but not limited to, the amount of judgment, penalties, interest, court costs and legal fees incurred by the City of Kennewick arising in favor of any party, including claims, liens, debts, personal injuries, death (including employees of the City of Kennewick), or damages to property (including property of the City of Kennewick) and without limitation by enumeration, all other claims or demands of every character occurring or in anywise incident to, in connection with or arising directly or indirectly out of the said agreement.

(Organization and Responsible Party) _____ agree to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto; even if the claims, demand or suit is groundless, false or fraudulent. In any case in which such indemnification would violate any applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the City of damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees.

I further state that I am 18 years of age or older, legally competent, and authorized to sign this agreement on behalf of (Organization). I understand these terms are contractual and not a mere recital and that I have signed this document as my own free act.

Signature of Responsible Party

Date