

2018



**CITY OF
WOODLAND**

**WOODLAND SPORTS PARK TOURNAMENT
RESERVATION AGREEMENT**

Community Services

Department

2001 East Street
Woodland, CA 95776
(530) 661-2000

Woodland Sports Park

Tournament Reservation Agreement

The City of Woodland will enter an agreement with various organizations (know as GROUP) to rent the Woodland Sports Park for Tournament purposes. When the CITY enters the agreement, the GROUP will designate one authorized representative to coordinate all communication to the CITY. The CITY will only permit 1 authorized person per group. The authorized representative is expected to represent GROUP and communicate all CITY'S expectations, rules, and responsibilities to GROUP'S employees, players, participants and families.

Classification of GROUPS

Woodland User Groups

Woodland User Groups are those organizations with a sports affiliation within Woodland, including, but not limited to the following: Davis Alliance Soccer Club, Woodland Cal Ripken, Woodland Girls Fast Pitch, Woodland Little League, Woodland Joint Unified School District, Woodland Senior Softball, Woodland Soccer Club, and Woodland YMCA.

Woodland User Groups are entitled to priority request of fields, based on priority usage established by the City Council.

Other Tournaments

Other Tournaments are those Groups not affiliated with any Woodland sports organization.

Fees

Woodland Sports Park reservation fees shall be based upon the use of each field. GROUP shall pay fees as determined by the CITY based on their classification. Tournament reservation fees include initial field setup, garbage and restroom services, field lights and all administration charges.

Should GROUP not meet the initial payment deadline or pay the remainder of registration fees by the stated deadline, GROUP will be subject to late fees.

Woodland User Group Tournaments

\$400/field/day

Holidays, add 10%

FEES DUE AT TIME OF BOOKING

\$1,000 Contract Deposit

\$400/day rented Earnest Money Deposit

(applied to invoice for each event)

Other Tournaments

\$525/field/day

Holidays, add 10%

FEES DUE AT TIME OF BOOKING

\$1,000 Contract Deposit

\$525/day rented Earnest Money Deposit

(applied to invoice for each event)

Payment is only accepted by GROUP point of contact via personal or organizational check, credit card (Visa or Master Card), money order, or cash. Third party payments will not be allowed.

All financial obligation and contact for the tournament must go through GROUP's authorized representative.

Earnest Money Deposit

The earnest money deposit is a non-refundable payment that is applied to GROUP's fees, but is forfeited to CITY in the event of GROUP cancellation. The Earnest Money Deposit and damage deposit are required by the stated deadlines in order to secure a tournament date.

GROUP must submit the remainder of the reservation fees the week prior to Group's weekend date(s) before 4:00pm. Field set up and insurance is due on Tuesday, the week of Group's weekend date(s) before 12:00pm.

Contract Deposit

GROUP is required to pay a \$1,000 contract deposit for each calendar year. GROUP's contract deposit will be rolled over if GROUP has more than one tournament throughout the year. The Contract Deposit will be refunded within 30 days of the last tournament date. This deposit can not be rolled over from year to year and will only be returned to the main contact for the GROUP in the manner it was paid.

The CITY reserves the right to charge GROUP additional fees for any damages to facility, any hours incurred by personnel for clean-up, or for violating the terms and condition of the agreement. Any additional fees charged to GROUP will immediately be taken from the Contract

Deposit. Should GROUP have future dates scheduled during the calendar year, GROUP must remit payment for Contract Deposit to return to \$1,000.

Tournament Event Booking

The Woodland Sports Park fields are reserved based on request for dates, times, and fields requested. Each tournament event must reserve a minimum of three fields and a maximum of five per day. For events using less than 3 fields, the hourly rates will be assessed.

Historical Consideration

To be eligible for historical date consideration, GROUP must have had the same dates from the previous year and be in good standing with the City of Woodland.

To be considered in good standing, GROUP must meet the following criteria

- Have no violations from previous year.
- Have a \$0 balance on account.
- Did not forfeit deposit from previous year.
- Had no cancellations of an entire weekend the previous year*.

**GROUP may opt to pay complete invoice amount, in lieu of canceling to stay in good standing. GROUP may only choose this option one time within a calendar year.*

Availability for the 2018 tournament season is reduced. GROUPS are limited in their date request not to exceed the total amount of dates for the last year.

Cancellation Policy

Should GROUP choose to cancel an event prior to the payment deadline (the week before each event), GROUP is forfeiting the earnest money deposit and releasing date(s) to be reserved by another group. Cancellations occurring after event's payment deadline, GROUP is obligated to pay full invoice amount. In addition, any cancelled event will result in surrendering historical consideration for the next year.

CITY reserves the right to cancel any scheduled tournament date at any time for any of the following: significant and negligible damage to the facility, GROUP consistently breaks rules, or GROUP fails to meet payment deadlines.

Proof of Business

All organizations must prove business status within the City of Woodland; this requirement is applicable for any organization that is not a recognized "user group of Woodland". Each organization will be required to show proof of **a valid City of Woodland business license.**

Additionally, each organization must submit applicable business financial records that prove your organization is a legitimate business. This can be bank statements with your matching business name, a copy of your tax return from the last year with matching business name, and/or provide a tax ID number (this information will not be kept on file, just reviewed). We

will meet with organizations individually to confirm business status. If you have the information readily available, bring copies of this information with you to the next scheduled meeting. If your organization can not bring all of the requested information, no dates will be formally reserved at the Woodland Sports Park unless the business status has been confirmed.

The Community Development Department handles business licenses within the city. To apply for a City of Woodland business licenses please call (530) 661-5820 or go to www.cityofwoodland.org. You're looking for community development, business licenses. The business license fees for out of town businesses is **\$145 (renewal is \$58) – subject to change.**

Inclement Weather Cancellation

The fields at the Woodland Sports Park are designed for all-weather play. It is the obligation of GROUP to contact CITY representative as soon as possible if GROUP is not going to play due to inclement weather. Weather cancellation does not have any influence on historical consideration.

Should weather prohibit a portion of the event CITY will refund up to 50% of the reservation fees. GROUP must contact CITY representative within two business days following the event to note date(s) and time(s) the fields were not used.

If the weather is too torrential for any game play at the Sports Park, CITY shall refund all fees incurred by the GROUP for this loss of use of the Sports Park.

Field Conditions

The Woodland Sports Park will be maintained to the highest level for GROUP. GROUP will be notified should fields not be in playable conditions, i.e. field flooding or any other unplayable condition.

Facility Set Up

CITY staff is responsible to move equipment and structures as needed, including portable fences, bases, portable mounds, and soccer goals. No GROUP representative shall move any CITY equipment without permission. Once CITY staff has completed the facility set-up, CITY staff may be available to assist with any changes in set up after initial set up.

Field set up is submitted via email to yvette.smith@cityofwoodland.org and is submitted no later than Tuesday, noon, prior to the event.

GROUP may bring in extra equipment maximum of 24 hours prior to the tournament. GROUP's tournament equipment may not impede any other scheduled events or programming. This will need to be approved by the Park Superintendent. If approved, all extra equipment must be removed at the completion of the tournament.

Large Tournaments

Any tournament with a confirmed 40 or more teams or anticipated attendance will be over 1,000, will be classified as a “Large Tournament” and additional requirements may be required. GROUP will be required to schedule a pre-tournament meeting with CITY staff to determine the impact of the event on the facility. Additional requirements may be required of GROUP, as deemed by CITY staff.

Restrooms/Portable Toilets

The Woodland Sports Park complies with an industry-standard toilets per capita ratio. With any Large Tournament, the City will determine a need for additional toilet and will coordinate the rental of portable restrooms. This cost will be billed at actual cost and will be billed to GROUP accordingly.

Parking

Parking at the Woodland Community & Senior Center and the Woodland Sports Park is limited, as the parking lot is used for the various activities within the Community Center and the dog park. Parking is on a first come basis, for all activities, and participants.

It is the responsibility of the GROUP to announce that all vehicles illegally parked within the parking lots and on the city streets will be ticketed and/or towed at the owner’s expense. GROUP will be responsible for any damage to CITY property resulting from illegally parked vehicles associated with tournaments.

Parking is only allowed in designated paved parking areas. Parking on unpaved service areas is NOT allowed. Vehicles parked in these unpaved service areas will be cited.

Overnight Parking

No overnight parking shall be permitted at the Woodland Community & Senior Center and Woodland Sports Park. Overnight camping will be cited by Woodland Police Department. It is the responsibility of GROUP to notify participants that overnight parking will not be permitted.

Buses

Buses may not access the Sports Park via the rear parking lot. All bus pick ups and drop offs must be done in the bus stop in front of the Community Center. Buses may not park at the bus stop. Due to the high demand for parking at the Woodland Community & Senior Center, buses must park at the County Fair Mall, on East Street, until teams are ready to be picked up. Buses parked at the Community Center will be asked to move.

Parking Fees

GROUP shall not charge any participant a parking fee. Parking will remain free at the Woodland Community & Senior Center. The Woodland Sports Park is considered a public park and other events occur simultaneously at the Woodland Community & Senior Center.

Barbecues in Parking Lots

Barbecuing is not permitted on the premises of the Woodland Community & Senior Center or in any parking lot.

Gate Fees

GROUP may charge a gate or admission fee. Any GROUP planning to charge a gate fee must complete a **“Request to charge gate fee” form**. Requests must be submitted at least 21 days prior to the event. Any GROUP charging a gate fee without written permission is subject to immediate permit cancellation and forfeiture of Contract Deposit.

Gate fees must only be collected on Sports Park grounds only. This is the property (walkway or grass) across the parking lot from the Community Center. No fees may be collected within the parking lots or impeding traffic into the Woodland Community & Senior Center.

Keep in mind, the Woodland Community & Senior Center is a multi-use facility and other users of the facility will have been permitted access to other locations of the Woodland Sports Park and will need to be allowed passage without being charged a gate fee.

Merchandise Table/Vendors

All vendors onsite must have written CITY approval. Only permitted vendors will be allowed at the Woodland Sports Park during each tournament. Any unauthorized vendor will be asked to leave the premises immediately and may not loiter outside the facility.

All vendors must have a valid City of Woodland business license and show proof upon arriving to CITY personnel. To obtain a business license, contact Woodland Community Development Department – business license information, at (530) 661-5820. If vendors are selling without a business license GROUP is subject a \$100 penalty fee, in addition to being in violation of the Tournament Agreement.

Should GROUP have a sponsor or organization that wishes to sell merchandise (excluding food or drink), the sponsor must obtain their own Seller’s Permit and Business License separate from the GROUP.

Concession Stand

The Woodland Sports Park has a contracted vendor who has sole responsibility of organizing and operating the concession stand during each tournament as named above. Any additional agreements between the Sports Park concessionaire and GROUP are not affiliated with the CITY. **No outside food or drinks is permitted within the Woodland Sports Park.**

Insurance

GROUP shall carry bodily injury liability insurance (coverage amount on pg. 7) and said insurance shall be endorsed as additionally insured. The CITY, its officers, agents, and employees shall be named as additionally insured.

GROUP understands and agrees that coaches, agents, or “employees” of GROUP are not agents or employees of the CITY and are not covered by workers compensation insurance or any other CITY insurance policy. GROUP property stored in CITY facilities are not covered under CITY property loss coverage, and shall be listed separately on the GROUP’S insurance policy under property loss.

The following must be included in the insurance information sent to CITY

- GROUP’s name must be the same as the organization using Woodland Sports Park.
- The policy must cover all dates that GROUP is using Woodland Sports Park.
- The certificate must clearly state that “Participant Legal Liability” (or equivalent) is not a part of the Commercial General Liability section.
- The certificate must include the following as “additional insured”: City of Woodland Community Services Department, 2001 East Street, Woodland, CA 95776.
- An “Additional Insured Endorsement Form – Designated Person or Organization” (or equivalent) must be attached to the certificate.

Coverage must be equal to or better than

- General Aggregate: \$2,000,000
- Products Aggregate: \$2,000,000
- Each Occurrence: \$2,000,000
- Personal & Advertising Injury: \$1,000,000
- Damage to Rented Premises: \$50,000
- Medical Expenses: \$5,000

Return Insurance Information to

yvette.smith@cityofwoodland.org

Woodland Community Services Department, c/o Yvette Smith, 2001 East Street, Woodland, CA 95776

Timeline

The dates listed are deadlines, not scheduled dates. It is up to GROUP to complete all deadlines.

November 13, 2017 Finalize historical date request

December 15, 2017 All dates finalized for 2018 – Earnest Money, Damage deposit due, Business License

Minimum of 3 weeks prior to event

- Request permission to charge gate fees,
- Insurance requirements sent to CITY,
- Schedule a facility walk through, if needed,
- Schedule a meeting with City if “large” tournament is being held.
- Vendors must contact CITY at least 3 weeks before tournament and have been given permission to sell.

Friday, 1 week prior to tournament

- Provide GROUP information (cell phone for person on site) for tournament,
- Remaining payment is due to CITY,
- Tournament timeline and field set up sent to CITY, (Tuesday prior to tournament)
- Verify lighting codes and ability to unlock fields. (if needed)

Woodland Sports Park Rules

Any violation of these rules may result in cancellation of ball field rental and/or loss of part or all of GROUP's damage deposit and/or GROUP may face additional fees for violation of facility rules.

NOT PERMITTED on fields

- **Cleats of any kind** (no plastic or metal cleats during baseball or softball activities),
- **All shelled nuts, including sunflower seeds,**
- **Animals on the turf or in dugouts,**
- **Soft drinks or sports drinks,**
- **Chewing gum,**
- **Bicycles, skates, skateboards, scooters, etc.**

GROUP is responsible for the actions of its clients, vendors, team members, and all of those associated with the tournament. It is expected that all organization members, coaches, participants and spectators will conduct themselves maturely and prudently. In order to maintain a quality experience, the tournament director must adhere to and enforce the following rules for the Woodland Sports Park.

All signage and décor must be pre-approved by the Woodland Community Services Department prior to event date.

GROUP may not leave or store equipment at WOODLAND SPORTS PARK without written permission from the Woodland Community Services Department.

Cleats (metal or plastic) are not allowed on turf. For baseball or softball events, cleats of any kind are not permitted on the turf.

Outside food or drinks is not allowed on the grounds of WOODLAND SPORTS PARK, except for bottled water. **Each designated team (mom/dad) will be allowed to bring in 1 ice chest with bottle water ONLY for the team players. This will be the responsibility of the gate person to check. Leave coolers in vehicles.** Barbecuing within the parking lots or grass areas is not permitted.

Cigarettes and chewing tobacco is not allowed on the grounds of the Woodland Community & Senior Center and WOODLAND SPORTS PARK.

Alcohol is not permitted on the grounds of WOODLAND SPORTS PARK, Woodland Community & Senior Center, or any parking lots. A beer garden is located at the concession stand. Violators will be reported to the Woodland Police Department.

Eating of any shelled nuts is not permitted on the fields, in the dug outs, or in the spectator areas of the Woodland Sports Park.

Glass bottles are not allowed on the grounds of WOODLAND SPORTS PARK, Woodland Community & Senior Center, or any parking lots.

No unauthorized vehicles are allowed on the grounds of WOODLAND SPORTS PARK. For special access, please obtain instructions from CITY personnel.

Unauthorized vendors are not allowed on the grounds of WOODLAND SPORTS PARK, Woodland Community & Senior Center, or any parking lots. Vendors must be approved by the Woodland Community Services Department and have the appropriate business license.

Camping at the Woodland Sports Park is not allowed. Vehicles may not be left overnight at the Woodland Community & Senior Center, violators are subject to citation by the Woodland Police Department.

RVs, trailers, or busses are not allowed to park at the Woodland Community & Senior Center, any violators are subject to citation by the Woodland Police Department.

Parking is at the risk of the vehicle owner. The Woodland Community Services Department is not responsible for vehicle damage from athletic equipment or game play. Vehicles parked in prohibited areas may be towed at the owner's expense.

Dogs are not permitted on the turf areas of the fields. Dogs must remain on a leash and the owner is responsible for picking up after them.

Any person whose behavioral activity or conduct is deemed inappropriate by the City of Woodland is subject to removal from the property.

VIOLATION

If any of these rules are not followed a violation sheet will be filled out and talk with the on-site monitor & director. The City Staff will make every effort to speak with the onsite monitor to correct the problem or violation before the form is completed. The Violation Sheet will be turned into the Park Superintendent and Recreation Supervisor on Monday following the weekend tournament.

VIOLATION STEPS:

- a.) 1st violation: Given your 1st and only warning.
- b.) 2nd violation: Lost of your last 2 tournament dates.
- c.) 3rd violation: Lost of all your remaining dates and your historical use.

Terms of Agreement

This agreement shall commence on the date first written on page 1 of said Agreement, and will carry forward in full force and effect until the last date written, unless terminated by either party in accordance with the provisions set forth in the paragraph below.

CITY agrees to

Be responsible to check and clean facilities and ball field area before, and periodically during the event.

Ensure facility is set up to the request of GROUP, as provided prior to event date.

Notify GROUP in a timely manner of any scheduling conflicts, field hazards, or field condition changes that may arise after contract has been signed.

GROUP and Authorized Representative agrees

Be aware of the risks and injuries involved with sports on the sports field and of the potential hazards and dangerous areas within the facility.

Be available for CITY staff for any questions, clarification, or assistance.

Provide CITY personnel with schedule times, set-up requests, or any vendors present for event.

Bring attention to CITY personnel of any hazardous or damaged area within the Sports Park.

Notify participants of WOODLAND SPORTS PARK rules prior to tournament.

Maintain control of participants and spectators and enforce CITY rules and regulations for the ball fields facility and meet policies.

Termination of Agreement

The CITY may, in its sole discretion, terminate GROUP'S use of CITY facilities provided, the CITY shall first give GROUP 15 days written notice. CITY shall refund unused fees, excluding the Earnest Money agreement. Similarly, GROUP may terminate the agreement by providing the CITY, written notice, the Tuesday prior to event date(s). Upon GROUP terminating agreement, GROUP is aware the Earnest Money Deposit will be forfeited, for all future dates, however will not be accountable for any future fees.

Termination of this agreement by GROUP will result in forfeiture of historical consideration.

DEFECTIVE CONDITIONS

CITY makes no warranty regarding the condition of the Woodland Sports Park and adjacent facilities. CITY shall maintain the facilities consistent with the CITY policy and governing law. CITY will inspect the facilities prior to each event, and the GROUP must immediately notify CITY of any defective condition. CITY shall repair the defective condition as soon as reasonably possible to permit continued use. In the event negligent GROUP members cause the defective condition, event participants or spectators, GROUP shall reimburse CITY for costs incurred in correcting or repairing the defective condition.

CONTACT INFORMATION

| | | |
|-----------------------------|---------------------|-------------------------------------|
| STAFF Contact | (530) 661-2007/2000 | Yvette Smith, Business hours |
| Yolo County Dispatch: | (530) 666-8920 | Dispatches on-call Park Maintenance |
| Woodland Police Department: | (530) 666-2411 | Report non-emergency issues |
| Emergency Personnel | 911 | Emergency Response, Police or Fire |