

**CITY OF JOHNSON CITY
FACILITY USE APPLICATION AND AGREEMENT**

(Please Type/Print)

Facility: _____ Date of Application: _____

Specific Area within Facility: _____

Print Name of Authorized Representative: _____

Complete Mailing Address: _____

Daytime Phone: _____ Evening Phone: _____ Email: _____

Describe proposed activity including participant fees if applicable: _____

___ One-time rental: Date: _____ Time: _____ Fee: _____

___ On-going rental: Dates & Times: _____

Fee: _____ Overtime Rate: _____

___ Special needs request: _____

Proof of Liability Insurance ___ Attached ___ Not Applicable

The City of Johnson City reserves the right to refuse any reservation. All information and fees are subject to change. On-going rental agreements may be terminated by either party upon thirty (30) days notice in writing, or immediately by the City of Johnson City for violation of the terms of this agreement.

I, the undersigned, acting on my own behalf and also acting on behalf of the organization named above, being fully authorized to do so, hereby waive and release any and all claims against the City of Johnson City, together with its various departments, employees, officers, elected officials, agents, and any and all other persons or entities acting on its behalf, from any and all actions of any nature whatsoever asserting any injury, accident, harm, loss, damage, or cost arising in connection with the use of any facilities rented pursuant to this Agreement, and further undertake to defend and indemnify all of the aforesaid parties any and all such claims and forever hold them harmless from the same. I also certify that I have read this form and that all information stated thereon, including any information on the facility use policy appended hereto, is true to the best of my knowledge, information and belief.

Applicant, Authorized Signature

Date

Parks & Recreation Authorized Signature

Date

Approved: _____ Not Approved: _____

Amount Paid: _____ Date Paid: _____ Receipt #: _____

Notes: _____

FACILITY USE AND RENTAL POLICY

SECTION I – GENERAL

- A. The reservation procedures and policies outlined below will be applied uniformly across all Parks & Recreation facilities.
- B. In all cases, Parks & Recreation reserves the right to operate any and all concessions.
- C. Rates are determined by the Parks & Recreation Department Fees & Charges Policy.
- D. In case of retail sales by Lessee, Lessee is responsible for collecting and remitting sales tax directly to the State of Tennessee.

SECTION II – RESERVATIONS

- A. In all cases, whether or not rental fees are charged, reservations are required.
- B. As applicable, reservations are required for facility use and rental. The parks and recreation department must receive payment at the time of the reservation.
- C. No refunds will be given on rentals and reservations. An appeal can be requested in writing to the Parks & Recreation Director, whose decision is administratively final.

SECTION III – CONTRACTUAL AGREEMENTS

- A. Applicants for reservation of a facility will be required to sign a rental agreement for use of facility regardless of whether or not rental fees are charged.
- B. Applicants for rental or reservation of a facility will be required to state the nature of their proposed activity. Any proposed use of a facility which is contrary to public policy or not in the best interest of the City of Johnson City, as determined by the Parks & Recreation Director, the City Commission, or the City Manager, shall be denied.
- C. Proof of liability insurance may be required of any facility lessee at the discretion of the City. The required amount of insurance for use of City facilities is a minimum of \$1 million liability coverage, naming the City of Johnson City as the additional insured. The insurance policy shall be provided to the department a minimum of 2 working days prior to the scheduled event

SECTION IV – RULES & REGULATIONS

- A. No alcoholic beverages, illegal substances or firearms allowed on City property.
- B. Other than assistive animals (guide dogs), pets are not allowed inside Parks & Recreation facilities. At parks, pets must be kept on a leash.
- C. Reserving party is responsible for damages.
- D. Unless specifically authorized and noted otherwise, reserving party is responsible for set-up and clean up.
- E. The Johnson City park system is tobacco-free. No tobacco use is allowed.
- F. Other local and state regulations may apply.

SECTION V – SUPPORT SERVICES

- A. The Parks & Recreation Department may assist with media announcements and other publicity; however, the lessee is ultimately responsible for publicity and invitations. NOTE: If the Department is co-sponsoring an event, it must be mentioned within the advertising, and the Department reserves the right to edit such publicity prior to it being issued.
- B. In the case of weather-related cancellations and/or closings of recreation facilities, the Parks & Recreation Department will issue such notice thru standard public information format. In such cases, the reserving party will have the option of receiving a full refund or rescheduling the event. If the reserving party cancels an event, that party is responsible for notifying both the Department and the appropriate media. In such cases, the normal cancellation policy will apply.

SECTION VI – KERMIT TIPTON STADIUM AND TRACK FACILITY

- A. The rental fee is \$1,000 for a six (6) hour rental with three (3) hour minimum. Additional hours are \$200.00 per hour.
- B. The rental fee includes the use of the field, track, lights, dressing room, Stadium Supervisor, Press-box Supervisor, Sideline Supervisor, Scoreboard Operators and Custodians.

- C. A damage/cleaning deposit of \$250.00 must accompany the application. Any unused amount will be refunded to the reserving party.
- D. The reserving party is responsible for providing security as determined by the Johnson City Policy Department, medical personnel, ticket takers and gate personnel and other personnel as needed to host the event.
- E. The reserving party must provide an insurance policy as determined by the Risk Manager for the City of Johnson City and such policy must name the City of Johnson City Tennessee as the Additional Insured.

JOHNSON CITY PARKS & RECREATION DEPARTMENT FEE WAIVER/DISCOUNT REQUEST

I. GENERAL

This policy establishes parameters for fee discounts and the issuance of fee waivers for temporary use of Johnson City Parks & Recreation facilities. Facility fees and charges may be waived by in certain limited cases.

II. POLICY

On rare occasions, fees and charges may be waived or reduced when such use or activity is approved by the City Manager or his designee to be a civic or community event. Written requests for waiver of fees and/or charges must be received fourteen (14) working days in advance, in letter form to the Parks & Recreation Director. Criteria to be considered shall include, but may not be limited to: any fundraising activity where funds raised on City property are utilized to benefit a cross section of the Johnson City community or its citizens.

Variations from these proposed policies may be considered in reference to Johnson City civic organizations that have entered into an agreement with the City to sponsor a park and having the park named for the organization and its commitments to the City to participate in funding, labor or material goods in the upkeep of a designated park. In these cases, the City Manager or his/her designee may determine to waive the normal fees or charges for use of this designated park for functions, programs or events specifically conducted by the Civic organizations.

III. RESPONSIBILITY

The Parks & Recreation Director, or designee, shall ensure that the department follows the procedures set forth in this policy.

IV. QUALIFYING CRITERIA

- A. Organization must meet the following qualifications to be eligible for a discount:
 - 1. Be a City of Johnson City Resident;
 - 2. Complete a Fee Waiver/Discount Form;
 - 3. Complete a Facility Use Agreement and provide (if required) appropriate insurance naming the City of Johnson City as an additional insured;
 - 4. Be a community based non-profit, civic, quasi-governmental or governmental organization.
 - 5. Engage in charitable, educational, civic, or governmental purposes;
 - 6. Submit a copy of such documents, including tax exempt entity by the IRS and most recent financial statement of the organization that may be required to consider such request.
- B. Organizations that do not meet the criteria, or cannot provide such evidence will be required to pay the full fee amount as set by the Johnson City Parks & Recreation Department.
- C. Organizations that are under a Facility Use Agreement or other contract with the Parks & Recreation Department will be exempt from this Policy, unless specified differently in the contract.

V. DISQUALIFYING CRITERIA

- A. Events without a clear civic purpose or community benefit;
- B. Organizations which transfer any portion of their net earnings to the benefit of any private shareholder or individual, or otherwise engage in a business or commercial activity for the purpose of making a profit are ineligible for discounts or waivers.

- C. Events sponsored by private individuals.
- D. Events or activities that are restricted or otherwise not open to the general public.

VI. WAIVER POLICY

- A. Fee waivers are for temporary use only. Organizations requesting permanent or continuous use are not eligible for a fee waiver. Permanent use is defined as any regularly occurring daily, weekly or monthly event or activity. Temporary use is defined as an event or activity that is less than one (1) month in duration, and does not reoccur within the calendar year.
- B. In addition, fees may be completely waived for:
 - I. Agencies that partner with, or are co-sponsored by, the Parks & Recreation Department. Partnerships or sponsorships must be arranged by contract, and the department or City overall must derive a direct benefit by the arrangement.
 - II. Use of meeting rooms by commissions, committees or sub-committees acting under the authority or direction of the Johnson City Parks & Recreation or another city departments;
 - III. Facility use per maintenance or user agreement.
- C. Fee waivers/reductions are for department facilities/parks only. Direct costs including but not limited to, vehicle costs, traffic control, staff time or other City fees are not eligible for a fee waiver or reduction under this policy.

VII. PROCEDURE

- A. Each organization seeking a fee discount or waiver shall submit a completed a Fee Waiver Form and provide the required qualifying criteria and documentation for consideration.
- B. The Fee Waiver Form must be received by the Parks & Recreation Department no less than 14 days prior to the date of the event. If the applicant meets the qualifying criteria and supplied all documentation required, this form will be forwarded to the City Manager's office, along with a recommendation from the department to approve or deny this request.

**JOHNSON CITY PARKS AND RECREATION
REQUEST FOR FEE WAIVER/DISCOUNT**

The Fee Waiver Program is designed to encourage tourism activity/programs/events in the City of Johnson City that will further enhance the City's ability to attract overnight destination guests and to improve the quality of life for the residents of Johnson City. Applying organizations must be located in the City of Johnson City and must sponsor or operate a tourism related event or attraction designed to bring visitor to the City of Johnson City.

Date: _____ Are you a Johnson City Resident? ___Yes ___No

Statement of Organization: _____

Name of Organization: _____

Address of Organization: _____

Name of Contact Person/Organizer of the Event/Event Planner: _____

Describe Proposed Activity/Program: _____

Location of Proposed Activity/Program: _____

Date(s) of Proposed Activity/Program: _____

Has this event been scheduled with the Parks & Recreation Department? ___Yes ___No

Does this event require a street or park closure? ___Yes ___No

Require insurance policy: ___ Attached ___ Not Attached ___ N/A

Site Plan: ___ Attached ___ Not Attached ___ N/A

Does your program have the potential to damage the park or facility? ___Yes ___No

In addition to the basic qualifications outlined above, all applicants will be reviewed and considered by the following criteria.

Criteria for Consideration of Fee Waiver:

Length of Event (in days) _____

Age of the Event _____

Timing, Date of Event as it relates to local tourism market _____

Number of anticipated participants/spectators? _____

Please list local, regional, National numbers and number of out of town participants. _____

Direct economic impact to the community? _____

The ability of the organization to document and measure the economic impact? _____

The potential for the activity/program to generate overnight travel? _____

Marketing Plan must be included with the potential to attract out of town visitors. _____

Is someone from your organization getting paid for this event? ___Yes ___No

Copy of the Required Documents: ___ Attached ___ Not Attached

What percentage of the funding goes to the Organization? _____

I understand that this organization is limited to one (1) fee waiver per calendar year? ___Yes ___No

Initials

Recommendation of Department Supervisor: Approve Deny

Parks & Recreation Division Manager

Recommendation of Department Director: Approve Deny

Parks & Recreation Director or Designee Signature

City Manager or Designee: Approve Deny

City Manager or Designee Signature