



City of Pasco Parks & Rec

2020 City of Pasco Individual Use Athletic Field and Sports Court Usage Guidelines Revised 2/2020

Welcome

Thank you for considering the City of Pasco for your upcoming 2020 sports 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:

Pasco Parks & Recreation Services
(509) 545-3456, 525 N. 3rd Ave, Pasco

To submit a field rental request or check field availability please visit our website at www.pascoparksandrec.com or call our office at the number above.

These guidelines are for individuals who are applying to use any combination of athletic fields/courts, no more than 10 times in a given calendar year.

NOTE: If you or your organization plan to use any combination of athletic fields/courts more than 10 times in the calendar year you must contact the Pasco Parks & Recreation Services office at 509-545-3456 or 525 N. 3rd Avenue, Pasco to make your reservations.

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

1.1 Read the Individual Use Athletic Field and Sport Court Usage Guidelines. If you have any questions please contact us.

1.2. Visit www.pascoparksandrec.com to check field availability and submit a rental request. Note: Rental requests must be submitted at least 10 days before your requested use date.

The City reserves the right to request a Certificate of Liability Insurance, 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 Pasco park or facility. The Responsible Party shall be 18 years of age or older.

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

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

- 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 Pasco Parks and Recreation

- 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 Pasco Parks and Recreation 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 Pasco.

- 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 Pasco 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 Pasco law

2.2 Laws, Rules and Regulations

The Responsible Party and users shall comply with all Federal, State, County laws and City of Pasco ordinances and regulations governing the use of Pasco 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 field/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. The Responsible Party will be invoiced for the cost of repair. 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 Agreement.

2.4 Reservations of Use Dates

Preference for Scheduling shall be given in the following order:

1. Leased facilities
2. City of Pasco operation/maintenance/events/programs; tournaments solicited by the City and City co-sponsored events or programs
3. Governmental Agencies/Pasco School District conducting events or activities designed to serve the citizens and businesses of Pasco and tournaments that increase tourism.
4. Organizations with which the City has Facility Use Agreements
5. Historic users - youth sports leagues & practices
6. Pasco youth sports league games & practices
7. Pasco resident youth Select Teams games and practices
8. Pasco resident adult sports leagues and all other tournaments
9. Pasco residents & Pasco 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. The regular closure of some fields may last longer, through March and even April for maintenance purposes.

Spring/Summer Season: March 1st – June 30th

- November 1st – March 1st: Application accepted from leagues/sports organizations with more than 10 field use requests needed during the season (*See the Sports Association Field Usage Guide for details*).
- March 1st – June 20th: Applications accepted from individuals and Responsible Parties requesting less than 10 field requests during the Season

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

- April 1st – June 30th: Application accepted from leagues/sports organizations with more than 10 field use requests needed during the season (*See the Sports Association Field Usage Guide for details*)
- July 1st – October 21st: Applications accepted from individuals and Responsible Parties requesting less than 10 field requests during the Season.

**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/Softball Fields

Pasco Sporting Complex	*6 Softball fields (*1 with shorter OF fence)
Memorial Park	1 Softball field & 1 Practice Field
Kurtzman Park	1 Practice field
Pasco Youth Baseball Complex	**5 Baseball fields, 1 Softball Field
Walter’s Field	^1 Baseball field

*These fields must be reserved, no drop in use allowed.

**These fields must be reserved through Pasco National Little League 509-544-9124

^This field must be reserved through the Tri-Cities Adult Baseball League 509-727-8308

Multi-Purpose Sports Fields

Road 36 Soccer	*4 fields (150’ x 300’)
Road 48 Field	*2 fields (150’ x 240’) OR *1 field (240’ x 360’)
Highland Park	*3 fields (160’ x 360’), 1 field (160’ x 175’)
Memorial Park	^1 field (150’ x 300’)

*These fields must be reserved, no drop in use allowed.

^No goals or standards at this field.

Sport Courts

Sylvester Park Tennis Courts	3 Courts
Sylvester Park Basketball Courts	2 Courts
Memorial Park Basketball Court	1 Court
Kurtzman Park Basketball Courts	2 Courts
Highland Park Basketball Courts	2 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 Field Painting

Multi-purpose fields can be painted to meet specs for field use. An initial set-up painting fee of \$225 will apply for the first painting and a touch up painting fee of \$80 will apply for any subsequent paintings. If sufficient time between paintings has passed so that the lines are not visible, the initial set-up painting fee of \$225 will once again apply. ALL PAINTING OF CITY OF PASCO FIELDS MUST BE PERFORMED BY CITY OF PASCO PARKS AND RECREATION MAINTENANCE STAFF, no outside organization or renter is permitted to paint the fields. If it is discovered that a renter has painted the field on their own they will be billed the full \$225 initial set-up painting fee plus any damages. Request for field painting must be submitted at least 10 business days in advance of use date.

2.8 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 10 Business Days Prior to Use

	Resident	Non-resident
*Multi-Use Sports Field	\$12/hour	\$15/hour
*Softball/Baseball/Court	\$8/hour	\$8/hour
Use of Lights	\$13/hour	\$13/hour
Initial Field Painting	\$225	\$225
Touch Up Painting	\$80	\$80

**NOTE: Fees are Per Hour/Per Field or Per Hour/Per Court and a supervisor fee of \$18 per hour may also apply.*

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

2.9 Field Use Cancellation & Change Policy

Cancellations: Applicant cancellation of any event must be made in writing, or via e-mail to the City of Pasco Parks & Recreation and a confirmation must be received from the City of Pasco by the applicant.

Applicant cancellations received at least 30 days in advance of the rental: 100% of rental fees will be refunded less \$10 processing fee.

Applicant cancellation received 29 days or less in advance of the rental: NO REFUNDS of rental fees.

Any approved refunds will be returned only to the Applicant. Payments made by credit card will be refunded back to the same card regardless of the cards current status. Payments made by cash or check will be refunded via check in approximately 2-3 weeks. Fees cannot be transferred, sold, auctioned or gifted to any other person/organization.

Changes: Any changes requested more than 7 business days in advance of the event date are subject to a \$10 processing fee PER CHANGE MADE, as well as any additional rental fees that result due to the change (i.e. additional rental fees due to the extension of rental hours).

Any Changes requested less than 7 business days prior to the event date are subject to a \$25 processing fee PER CHANGE MADE. If applicable, the changes may be dependent on supervisor availability.

For fields not used, fees will only be refunded if the City closes the fields for a safety reason.

2.10 Field Maintenance

- 1) Field users are responsible for clean-up, litter removal, (including but not limited to, wrappers, 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) 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.

- 6) Field maintenance standards for Softball & Baseball fields 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) Fields will not be lined for practice times.

2.11 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 billed directly to the Responsible Party. The Organization is responsible for educating volunteers, umpires, coaches, parents and visitors about monitoring behavior and actions of participants.

2.12 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/use.

If any additional clean-up work is required to be performed by the maintenance Staff, the cost will be billed directly to the Responsible Party.

2.13 Vehicles in Parks

In accordance with PMC 9.100.150, It is unlawful to ride or drive any motorcycle, motor vehicle, motorized foot scooter, horse or pony over or through any park or on any trail except along and upon the park drives, parkways, or designated parking areas. Any exception to this rule must be given in writing from the City of Pasco Administrative and Community Services Department Director.

2.14 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 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 licensed alcohol server must be provided to serve all alcohol. No “bring your own bottle” allowed.

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

2.15 Smoking and Tobacco

Smoking and Tobacco use is prohibited within 25 feet of the perimeter of all park shelters, playgrounds (including water playgrounds), swimming pools, athletic fields and restrooms. Such places are specifically designated as public places as defined by PMC [8.10.020](#).

2.16 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 is 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.

2.17 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: Police or Fire/Ambulance: 628-0333.

2.18 Pets

Pets are not allowed on Pasco sports fields or courts. As per PMC 9.100.100 pet waste must be picked up by the pet owner and all animals must be on a leash not greater than 10 ft in length or otherwise securely restrained.

2.19 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.

2.20 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 a 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

1. Water Balloons are not allowed in any City of Pasco Park.
2. Gambling of any form is not allowed at City of Pasco Facilities or Parks.
3. Boisterous conduct and profane language shall not be permitted on City of Pasco premises.
4. All pets must be on a leash under 6 feet in length and owners must pick up after their animals. No pets allowed inside the Pasco Softball Complex.
5. Group size is subject to verification by on-site staff.
6. Use of live and/or amplified music (includes bull horns, boom boxes, etc.) is subject to written approval by the City of Pasco in advance (10 days prior notice is required), and may be subject to additional City permit requirements.
7. Children must be monitored at all times and renters are responsible for the conduct of their guests.
8. No generators, inflatable jumping equipment, or any other special equipment rentals are allowed. Any exceptions must be requested in writing when rental request is made and written approval must be given by the City of Pasco.
9. Disturbance of the grounds is prohibited. There is no staking, digging, rutting, or other means of disturbance allowed in any City of Pasco Park.
10. The display or discharge of any weapon in any park is unlawful. (PMC 9.100.110)

11. 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.
12. There shall be no intentional destruction of vegetation.
13. There shall be no unauthorized burning.
14. There shall be no unauthorized camping.
15. There shall be no alcoholic beverages consumed in the parks without the appropriate permits and pre-approvals.

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 Pasco Parks & Rec

City of Pasco 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 & Recreation Department office, 525 N. 3rd Avenue, at least 10 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 and Sport Court Usage Guidelines and understand the requirements for field and court 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 Pasco Parks & Rec

City of Pasco 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: _____