



TULLAHOMA
Parks and
Recreation

City of Tullahoma Department of Parks and Recreation Athletic Tournament/Field Use Application

Applicant/
Tournament Director Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Cell Phone: _____ Work Phone: _____

Email: _____

Which Park(s) Facility are you requesting? _____

Tournament/Event Date(s): _____

Number of Teams Expected (**Minimum 10 Teams**) _____

Admission(gate)Charges: _____ Yes: _____ No If "yes", how much? _____

Insurance:

A certificate of insurance must be submitted with application. The insurance policy must be valid for the duration of the event and be issued by an insurance company licensed to do business in Tennessee, specifying public liability and property damage insurance with single limit of not less than one million dollars (\$1,000,000), naming the City of Tullahoma as additionally insured to the extent of the organizations' negligence. Certificate of Insurance must match Applicant name and address. If this requirement is not met **14 days prior** to your requested date, your application may be forfeited . Each player must sign a "Release from Liability" form. A parent or legal guardian must release each minor for tournaments. The Applicant must keep said releases for 13 months, which is the limitation for any claim to be filed. The waiver/release will minimize liability exposure not only for the city but also for the Applicant.

Event Fees:

Applicant will pay **\$15.00 per team (minimum 10 teams)** participating in the tournament. The **minimum** rental fee for a tournament is **\$200.00**. Tournaments may utilize Tullahoma Parks and Recreation Department fields between **3:00pm Friday until 9:00pm Sunday**. A copy of the tournament bracket or round robin schedule must be given to the Parks and Recreation Department (Parks and Grounds Manager or Director) at least 3 days prior to the tournament. If changes are to be made to the schedule, please give a revised copy to an authorized Parks and Recreation employee. Payment is due by the end of the tournament. The cost of one field for a single athletic event is **\$125 for up to 3 hours of use**. Local Tullahoma Youth Sports Organizations and Tullahoma City Schools Athletic Organizations are not subject to these fees for practices and league games only.

Reservation Fee:

The Applicant must enclose a reservation fee made payable to the City of Tullahoma in the amount of **\$200.00** or a reservation fee of **\$125.00** for any single field use event. Any refundable fees will be mailed to the Applicant provided the appropriate notice of cancellation is given at least 14 days prior to the event.

Reasons for forfeiture of some or all of the reservation fee are:

- Failure to provide two week notice of cancellation
- Damage to City of Tullahoma property
- Gross violation of the terms of this agreement

Cancellation:

The Applicant must notify the Department of Parks and Recreation no less than two (2) weeks prior to the event/tournament date of intent to cancel. Failure to provide a two-week notice will result in the forfeiture of the reservation fee.

Applicant:

All events/tournaments are to be conducted by the Applicant whose name is on the application. That person must be at the event/tournament and be the responsible person in charge. No event/tournament can be sublet to another person unless prior approval is obtained from authorized representatives of the City of Tullahoma Parks and Recreation Department. **Violation of this rule can result in the loss of the privilege to use the City of Tullahoma facilities for the rest of the season and all future dates.**

City Services:

1. Maintenance: The City will provide field maintenance once each day. This includes: dragging, lining infield, and outfield prep. In the event of inclement weather, the Parks and Recreation Department, if deemed necessary, will perform maintenance.
2. Cleanup: The City will provide cleanup after the event.
3. Lighting: The City will provide ball field lighting for the event.
4. Staff: City staff will be provided, as the City deems appropriate in its sole discretion.
5. Scoreboards: Will be available only upon request by the Applicant. Scoreboards and remotes will be inspected daily for damage and the Applicant will be responsible for damage to the scoreboard, or remote to the scoreboard.

Gate Receipts and other Charges:

1. If a gate is operated, the Applicant will pay all applicable taxes.
2. As per the State of Tennessee TCA 67-4-729-Traveling Photographers: when a photographer is used for any event, all requirements and fees must be followed. (See Attachment A).
3. **The Applicant is responsible for all outside vendors.**

Concessions:

The City, through its Parks and Recreation Department, retains the right to operate all concession facilities within the park. Any exceptions must be approved in advance by the Tullahoma Department of Parks and Recreation.

Any vendor must be approved and have a letter of approval from the Department of Parks and Recreation before selling anything at any Tullahoma Parks & Recreation facility. Only merchandise directly related to the event/tournament is to be sold. Vendors will be charged **\$50** per day. A partial day is considered a full day for fee purposes. All vendors must provide copies of business license, & insurance.

Inclement Weather:

1. In case of inclement weather, the City staff, through its Parks and Recreation Department, will decide at their sole discretion whether the fields are playable and whether the event should be postponed or rescheduled. If a rapid dry product is used during the event/tournament, the City will provide a maximum of eight (8) 50-pound bags. **Anything over the allotted eight bags will be the responsibility of the Applicant at a cost of \$15.00 per bag.** The costs are to be paid to the City by the Applicant/Tournament Director, in addition to the Event/Tournament fee provided herein above.
2. The City, through its Parks and Recreation Department, reserves the right to assign certain fields.
3. If the City, through its Parks and Recreation Department, postpones the event for inclement weather or because of poor field conditions, the next available date, as determined by the City at its sole discretion, may be secured.
4. In the event of severe weather all patrons must seek safe shelter away from the athletic fields.
5. In case of rain delays longer than 2 hours we request that the tournament director ask patrons to leave the park. This allows the park staff to work more efficiently and allows the games to resume quicker.

Event Guidelines:

1. The Applicant is responsible for the entire event/tournament. If any damages occur during rental, the Applicant who signed the application will be responsible for paying for those damages.
2. The Applicant agrees to save, defend, and hold harmless the City of Tullahoma, together with its various employees, officers, officials and agents, as well as any and all other persons or entities acting on its behalf, from any and all liability claims for damages of any sort whatsoever, arising in connection with the Applicant's use of occupancy of any City property or any activity by Applicant on that property.
3. The Applicant agrees to report any defective condition of the playing field(s) or park during rental to authorized Parks and Recreation employee.
4. Subject to the City's authority as specified in this application, the Applicant is responsible for all aspects of scheduling the games, teams, sites, officials, scorers, etc., and for notifying participants. The Applicant is also responsible for all expenses including staff, officials, scorers, gatekeepers, etc.
5. Please help us keep our parks clean. We ask that all teams and patrons be considerate of others and place trash and debris in proper containers. We also ask that after each game teams pick up the trash in their respective dugouts or bench areas, this is a great help to the maintenance staff, and is also a courtesy to the other teams.
6. Operation of Stereo Equipment is allowed between the hours 9:00 a.m.-9:00 p.m. Volume must be kept at an agreed upon level at all times. Park staff has the right to monitor volume, explicit lyrics, and placement of said devices.

Insurance:

A copy of the Applicant's insurance policy (naming the City of Tullahoma as an additional insured) in the amount of one million dollars (1,000,000) and with terms subject to the city's approval must be provided. If this requirement is not met 14 days prior to your requested date, your event/tournament will be canceled. The additional insured must be listed as follows: City of Tullahoma, Tullahoma, TN 37388. Each player must sign a "Release from Liability" form. A parent or legal guardian must release each minor for each event/tournament. The Applicant must keep said releases for 13 months, which is the limitation for any claim to be filed. The waiver/release will minimize liability exposure not only for the city but also for the Applicant.

Park Rules:

If you are collecting a gate fee we ask you to inform your workers of the park rules and help the Park Staff to enforce all said rules. Failure to do so will result in the loss of privilege of collecting gate fees.

1. No alcoholic beverages, illegal drugs, or weapons of any kind are allowed on City property.
2. No climbing on structures or fences.
3. No littering.
4. Motorized vehicles are not allowed on trails or maintenance roads unless approved by the Department of Parks and Recreation.
5. Bicycles, skates, roller blades, or skateboards are not allowed.
6. No soft toss into fencing is allowed.
7. The City staff, through its Parks and Recreation Department, has complete control of the property and their decision is final as to all matters arising out of the use of any City facilities.
8. **Parking is allowed in authorized areas only. No Trailers allowed. Vehicles parked in unauthorized areas (*yellow curbing, blocking access roads, walking trails, grassy areas, handicap spaces, occupying more than one space, etc.*) will be subject to towing and penalties. Parking is not allowed within the athletic, or concession area without permission from the Parks and Recreation Department. The City of Tullahoma is not responsible for any damage occurred while parking in those areas.**
9. No warm up areas in close proximity of cars.

11. No Smoking will be allowed within any Athletic Field Area.

Violation of any of the application terms may result in the suspension or termination of privileges to use any City facility, at the absolute discretion of the City.

I agree to comply with the terms of this agreement.

Applicant	Date
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Department of Parks and Recreation	Date
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Attachment A – Taxation of Traveling Photographers

67-4-729

(a) As used here, “traveling photographer” means a photographer who makes studio type photographs or portraits and sells them, but does not have an established studio or place of business in the trade area in which such photographs are taken. It does not include a photographer who makes photographs to be placed upon articles or identification.

(b) (1) Before any traveling photographer may do any business in a community in which such photographer has not established studio or place of business, such photographer shall first register with the sheriff of the county or chief of police of any metropolitan government wherein such photographer proposes to conduct business temporarily.

(2) Such photographer shall list the photographer’s full name and address, the name and address of any other person working with such photographer, and the name and address of the employer or business firm with which such photographer is connected, and shall furnish proof that the photographer has deposited with the county clerk the amount of one hundred dollars (\$100) and a like amount with the proper municipal tax collector, against whatever amount or amounts of business taxes such photographer may owe on account of business done in the county or municipality, or both, as the case may be.

(3) Any such deposit or deposits shall be a credit on the amount of business taxes for which such photographer may be liable to any such county or municipality and when such taxes are paid, any balance remaining to the photographer’s credit with the respective taxing jurisdictions shall be refunded.

(c) A violation of this section is a Class C misdemeanor.