

WCPRD: SPECIAL EVENT AND TOURNAMENT CONTRACT

SPECIAL EVENTS & TOURNAMENTS MAY BE SCHEDULED FOR ONLY ONE YEAR AT A TIME. All Special Events and Tournaments must be approved by WCPRD Director. Only by the approval of Director will any language of this document be waived and/or altered. Any alterations will be stipulated in the associated invoice notes. The Special Event or Tournament Coordinator will be referred to herein as the "User."

FEES/PAYMENTS

Upon notification of approval of the Special Event or Tournament, the required facilities will be "held" for a period of 10 days, during which period the User must sign the digital contract and pay the required nonrefundable deposit according to the current WCPRD Rental Fee Schedule. Nonrefundable deposits apply toward Special Event or Tournament Fees, which will be accessed according to the WCPRD Rental Fee Schedule in effect when the event or tournament takes place. Remaining balance of fees are due no later than 5 business days prior to event.

If an event/tournament "makes" (is held), the User will have first choice to apply within 30 days after his/her event or tournament date for same date the following year (may schedule only one year at a time).

All fees related to reservations of specific facilities are applicable for all Special Events and Tournaments (see current WCPRD Rental Fee Schedule). All accessed fees and payments must be made according to these stated terms.

WCPRD Director has the authority to negotiate special terms or rates for any group at the time of contract signing and such details will be stipulated on the reservation and/or invoice.

If the W.C. Tennis Center is utilized for a multipurpose function, fees associated with floor conversion (for Taraflex flooring) and special taping will be accessed per court.

Late fees may be accessed during or after an event if event exceeds closing times for facilities (see Schedule of Events below).

CANCELLATIONS - (Must be in writing/email*)

Nonrefundable Deposits are required to hold dates and facilities for events and tournaments and are FORFEITED for cancellations. Although nonrefundable deposits apply toward event or tournament fees, if User cancels an event or tournament or cancels one or more facilities for which a nonrefundable deposit was paid, the associated nonrefundable deposit(s) is forfeited.

If User cancels a special event or tournament after having paid final fees, WCPRD will CREDIT the User's member account for all fees, excluding nonrefundable deposits which are forfeited. Credits on User accounts may be used for future scheduling. A new application must be submitted for approval to reschedule an event.

All cancellations of events and/or facilities associated with an event/tournament must be communicated to the WCPRD Business Manager in WRITING (email preferred*) at the WCPRD Main Office (270)842-5302. Any unused credits will be forfeited after 12 months. By cancelling an event, the User forfeits first choice at same date the following year; however, User may re-apply after waiting 90 days.

If WCPRD cancels an event or tournament based on WCPRD Policies (weather, mechanical issues, uncontrollable circumstances, etc.), all fees paid, including associated nonrefundable deposits, will be

WCPRD: SPECIAL EVENT AND TOURNAMENT CONTRACT

credited to the User's account. The WCPRD Director has the discretion to authorize a refund based on the circumstances of the cancellation. The User may still have first choice to apply within 30 days after his/her event or tournament date for same date the following year (may schedule only one year at a time).

WCPRD has the right to cancel, postpone, reschedule, or alter any rental reservation, event, or tournament at any time due to unforeseen circumstances including, but not limited to, scheduling conflicts, facility maintenance issues, hazardous weather, or public health emergencies.

SECURITY/LAW ENFORCEMENT:

(*For details, see Security Policy & Contract for Special Events, Park Functions, & Tournaments on our website: <http://www.warrencountyky.gov/parks-and-recreation-special-events-tournaments.php>)

Overnight security is not provided for equipment, etc. placed on WCPRD properties and left overnight. A Parks Police Officer, however, may be present during large events.

For certain events and functions, additional law enforcement personnel may be required to ensure public / facility safety. For these identified events and functions, the event or tournament director will be informed at the time of event/tournament approval. An additional Security Policy and Contract* will be required (in addition to this Special Event and Tournament Contract), which offers two options for providing the additional security. The determining factors of possible additional security needed include, but are not limited to, the following:

1. Past issues with the group or patrons participating in the event (such as violation of facility rules, discipline issues, disorderly behavior of participants / spectators, users, failure to comply with staff request regarding WCPRD rules of facility, fighting of users / participants, threatening of users / participants, harassing of users / participants utilizing the facility)
2. Projected volume / number of participants is large and may require more security resources to ensure public / facility safety
3. Multiple facilities or park locations are being used
4. Type of event being offered
5. Local Law Enforcement recommends additional security

SCHEDULE OF EVENTS:

Events shall not exceed 11:00pm scheduled at baseball/softball complexes and 10:00pm at gymnasiums. If an event exceeds time limit by more than 30 minutes, User will be subject to the current set HOURLY LATE FEE* for each partial hour or hour exceeding the limit. (*see WCPRD Rental Fee Schedule-Special Events & Tournaments)

A preliminary schedule of hours of operation for the Special Event or Tournament must be provided to the Business Manager at the WCPRD Main Office no later than 12:00pm eight (8) days prior to the event. This is to ensure proper staffing can be scheduled for the event. A final schedule must also be provided no later than three (3) days prior to the event if updates are required.

INSURANCE:

Users shall procure, at their expense, general liability insurance with a minimum per occurrence limit of \$1 million with a hold harmless clause naming "WCPRD, 2055 Three Springs Road, Bowling Green, KY" as a "Certificate Holder" which shall protect WCPRD against all liability or claims due to injury or damage to property occurring in or about the premises during use by User. Said certificate must be

WCPRD: SPECIAL EVENT AND TOURNAMENT CONTRACT

provided to Business Manager at WCPRD Main Office no later than 5 business days prior to event date.

WCPRD ACCESS

User may not deny access by WCPRD staff to any part of rented facilities for event/tournament.

MECHANICAL or FACILITY ISSUES:

WCPRD will not refund or give credits for event/tournament fees if unforeseen mechanical or facility malfunctions occur/disrupt during a scheduled event so long as the scheduled event is able to occur/continue. WCPRD makes every effort to assure that all facilities are in working order and will communicate directly with the User prior to any event if scheduled facilities are out of service and affect the scheduled event.*

ON-SITE PRE-EVENT MEETING:

For most Special Events, an on-site meeting is required to take place between the User and the Facility Manager, Superintendent, or Director.

CONCESSIONS:

Concessions for all W.C. Parks scheduled events and tournaments, including chartered-league events, are contracted through a bid process. The Contracted concession vendor has exclusive rights to all concessions and may use a third party to assist due to heavy volume.

ICE PACKS

Ice packs for minor injuries may be purchased at WCPRD gymnasiums as a point-of-sale or invoiced item.

ALCOHOL:

No alcohol or drugs are allowed on WCPRD properties.

HORSES:

Horses are not permitted on WCPRD properties.

CAMPING/OVERNIGHT ACTIVITIES:

Camping overnight on WCPRD properties is prohibited under all circumstances.

TRAILS:

Any required trail markings must be preapproved by Park Manager, Operations Superintendent, or Director. Painting across and other directional signs should be avoided, and the use of flags and temporary stakes, signs, or cones should be used instead.

INFLATABLES AND/OR OBSTACLES:

WCPRD: SPECIAL EVENT AND TOURNAMENT CONTRACT

It is the User's responsibility to ensure that any inflatable bounce houses and/or obstacles are current with all applicable permits required by local, state, and /or federal laws regarding operation, safety procedures, and guidelines. WCPRD does not provide electricity or generators for operation of inflatables or other obstacles.

WCPRD POLICIES:

The following WCPRD Policies are in effect: Severe Weather Policy, Field Playability Policy, Animal Policy, Code of Ethics, Smoking & Vaping Policy, League Scheduling Policy, Drone, R.C. Airplane, & Experimental Aircraft Policy. For a downloadable copy of these policies visit Policies and Downloads Quick Link on WCPRD website: warrencountyky.gov/parks-and-recreation

PARKING:

Any special parking (in addition to paved lots) will be coordinated and marked off by WCPRD staff. Special Event volunteers may be required to assist with parking.

EVENT STAFFING:

For large outdoor events, WCPRD staff will be present during the duration of the event to direct parking and attend to restrooms and trash receptacles. The User may be required to provide volunteers to assist with duties if deemed necessary by WCPRD Director.

WATER USAGE:

For events requiring large volumes of water (such as mud runs, etc.), the User may be required to pay a water usage fee to be paid directly to a volunteer fire department or to WCPRD. Rates are dependent upon the amount of water and whether transport of water is required. Water fees negotiated at time of contract & due 5 days prior to event.

PORTABLE TOILETS:

Based on the projected attendance, if portable toilet units are deemed necessary in addition to any restroom facilities already provided by WCPRD, the User is required to schedule and pay associated costs for an ample number of units (approximately 1 per 100 people) to be placed at the event site. Placement of these portable toilet units must be coordinated with Park Manager or Director.

CLEANUP:

After the event, the User is required to conduct all breakdown and transport of all items brought onto WCPRD properties at the close of the event on the day of the event. Any other arrangements must be approved by the Operations Superintendent or Director. User is required to leave facility in the same condition as prior to event. All trash must be placed in trash bins, and a post-walkthrough of facility will be conducted noting any areas/items of damage. If damage is found, User is responsible for repair costs.

WRESTLING MATS:

If an event uses wrestling mats, the group must provide adequate staff/volunteers for 2 hours for post-event setup as well as teardown, specifically to roll, strap, and store the mats in designated space.

EQUIPMENT:

WCPRD: SPECIAL EVENT AND TOURNAMENT CONTRACT

No recreational equipment is provided for Special Events / Tournaments (i.e. baseballs, softballs, bats, gloves, basketballs, etc.)

FIELD DRY AND BALL FIELD MAINTENANCE

WCPRD does not provide field drying products for ball fields for special events and/or tournaments groups. However, field dry may be purchased by the tournament director onsite at a WCPRD facility (gymnasium). A Tournament Director should contact Park Manager prior to the event to ensure that an ample supply is on hand if a need is anticipated.

WCPRD will not guarantee that field tarps will be placed on fields for any group. WCPRD may ask user to help provide volunteers in placing down and taking up tarps, as well to help with ball field maintenance during event.

COVID-19 COMPLIANCE

Event Coordinator(s) is responsible to assure compliance with current State and Local Restrictions for Covid-19.

WCPRD has the right to cancel, postpone, alter, change, modify, or reschedule any and all events on WCPRD properties for any reason, including but not limited to COVID-19 related issues, public health and safety matters, unforeseen circumstances, operational matters, facility scheduling matters, or severe weather matters.

It is the sole responsibility of the Event Coordinator to contact WCPRD no later than 2 weeks prior to the event to confirm whether any modifications are required per state and local government or the local health task force regarding COVID-19 restrictions or other safety measures.

By my signature, I affirm that I have read this document and will abide by all WCPRD rules and regulations contained herein regarding the use of WCPRD facilities and/or properties, and I will be responsible for any vandalism, damage, or destruction of property if it occurs during my event and shall be responsible for paying for all damages (i.e., goals, bleachers, curtains, or any other amenities in or associated with facilities rented). I also agree to indemnify and hold harmless Warren County Government officers, directors, judge executives, county officials, and employees from and against all claims, demands, liabilities, suits, damages, costs, and expenses of every kind and description, including penalties and reasonable attorney fees. I also affirm that I will submit payments and any other required documents according to the terms of this contract.

Event Coordinator Signature
(Required): _____

Date Signed (Required): _____

Event Start Date (Required): _____

SCHEDULE OF EVENTS (Required):

Events shall not exceed 11:00pm scheduled at baseball/softball complexes and 10:00pm at gymnasiums. If an event exceeds time limit by more than 30 minutes, User will be subject to the current set HOURLY LATE FEE for each partial hour or hour exceeding the limit. (*see WCPRD Rental Fee Schedule-Special Events & Tournaments)*

Check Box indicating you read / understand the following terms: