



Department of Recreation & Tourism • OFFICE (409) 643-5990 • FAX (409) 949-4810
2010 5th Avenue North, Texas City, TX 77590

CARLOS GARZA SPORTS COMPLEX FIELD AGREEMENT (Effective 2/1/2011)

The Athletics Office has adopted the following format in providing available fields to teams and individual tournaments. The Director or Athletics Coordinator must approve any deviation from this policy.

Purpose

This policy has been developed to assist in the allocation of fields due to the limited number of fields, the increased demand of those few fields and the limited resources available to maintain those athletic facilities. The goal is to preserve the playability to the large number of teams and individuals utilizing the City of Texas City's Carlos Garza Sports Complex. An individual must make a reservation in order to use a field. Without a reservation permit a league or individuals are susceptible to removal from the facilities. All persons must abide by these guidelines. The Athletics' Office reserves the right to deny use of athletic facilities to any organization, which deters in any way, shape, or form from the guidelines listed (as a result, the organization will forfeit any rights and/or money paid).

City sponsored leagues will be given priority of fields during their seasons.

Important Notice

Athletic fields may not be reserved on dates that conflict with the programs/special events operated by the City of Texas City or on City holidays unless authorized by the Director or Athletics Coordinator. The renter / person responsible for completing the field agreement must be a resident of Texas City to receive "Resident" pricing.

I. Reservation Deadlines and Deposits:

Tournaments: A field reservation/cleaning deposit will be required in the amount of **\$400 per rental** of the tournament and must be paid no less than ten (10) business days prior to the reservation. The deposit will be forfeited if the tournament is cancelled less than five (5) business days from the scheduled rental date. The reservation permit will be provided when the tournament bracket is provided and the final fees are paid.

II. Fees:

- A. At the time the reservation is made, the renter must complete and sign the Reservation Form and must pay, in full, the **Base Rate** field rental fees. All remaining fees must be paid by ten (10) business days prior to the reservation.
- B. Reservations are made on a first-come, first-served basis. A field reservation may be made up to one year in advance. No tournaments may be reserved less than ten (10) business days in advance.
- C. Additional fees such as reservation/cleaning deposit, security, maintenance fees, etc. **will be due no less than ten (10) business days prior to event.** Failure to secure fees within ten (10) business days prior to the event could result in cancellation of event
- D. Reservation / Deposit fees will be accepted in the form of check, cash, money order, MasterCard or Visa at the Athletics Office between the hours of 8:00 a.m. and 4:45 p.m. Monday through Friday. All monies received will be promptly deposited – the City will not hold money, delay in depositing checks, or accept any postdated checks.

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- E. Softball/Baseball fields are used at a rate of \$15.00 an hour without lights and \$25.00 an hour with lights for Texas City residents. Non-resident rates will be \$20.00 an hour without lights and \$30.00 an hour with lights. The following prices will be offered as a tournament package for use of the softball fields, restrooms, concession stand and lights (if needed):

Residents:

- ❖ \$475.00 per day (3 fields)
- ❖ \$625.00 per day (4 fields)
- ❖ \$775.00 per day (5 fields)

Non-Residents

- ❖ \$600.00 per day (3 fields)
- ❖ \$750.00 per day (4 fields)
- ❖ \$900.00 per day (5 fields)

- F. The football field will be rented at a rate of \$300.00 per day for residents and \$400.00 per day for non-residents.
- G. The pavilion will be rented at a rate of \$200.00 per day for residents and \$300.00 per day for non residents. This includes use of the concession stand and restrooms. There a refundable deposit of \$150.00.
- H. Fees are assessed from the starting time of the first game on a field until the end of the last game regardless of gaps in game time (I.E. if games are scheduled for 8:00 a.m. and 10:00 a.m. with a gap at 9:00 a.m., fees will still be assessed for the 9:00 a.m. block.)
- I. Security will be required for all reservations where alcohol will be served, starting at 12:00 pm each day. The number of officers required will be determined by the Director of Recreation and Tourism.
- J. Fields may only be reserved by the hour. In the event that a reservation is made in a thirty (30) minute increment, the rate will be rounded up to the nearest hour.
- K. Fields will not be available for rentals on the following holidays, unless otherwise approved by the Director of Recreation & Tourism: New Year's Day, Martin Luther King Day, Good Friday, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve and Christmas Day. If the holiday falls on a Saturday or Sunday, the facility may not be available the Friday prior or Monday after the holiday in accordance with the City's Holiday schedule.
- L. Renter must be 21 years of age to reserve the facilities, and must be present at all times during the reservation and will be held responsible for complying with all City laws and policies.

III. Refunds:

- A. Refunds are given only when fields are unplayable due to inclement weather, electrical defects, or any other maintenance related issue. The deadline for requesting a refund is five (5) business days after the scheduled rental date and must be in writing. Refunds will not be given when teams choose not to play for reasons other than those stated above. Refunds will not be given for teams that forfeit during league or tournament play. Refunds will not be given for teams that pull out of tournaments once brackets and fees have been submitted.
- B. Refunds will be processed 8:00 a.m. – 4:45 p.m. Monday through Friday in person at the Athletics Office, Lowry Fitness Center, 1900 5th Avenue North, Texas City, TX 77590 or, by phone at (409) 643-5992. Please allow 30 days for a refund to be mailed.
- C. Cancellations: The field reservation deposit will be retained by the Athletics Office, if notice of cancellation is not made at least five (5) business days before the scheduled rental.
- D. A new reservation may be issued in place of a refund to those renters that wish to choose another available date.

IV. Requirements and Responsibilities:

- A. On-site Commissioner: All renters must provide an on-site commissioner to handle any issue that may arise during any athletic event on City of Texas City fields. No games should occur without an on-site commissioner and the commissioner's name will be provided to the Athletics Office under the Agreement Approval section.

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- B. Insurance: Proof of insurance is required for all leagues and tournaments. A copy of the insurance coverage must be presented to the Athletics Office at least five (5) business days before tournaments. The insurance policy must have City of Texas City listed as “additional insured.” If the proof of insurance is not provided, all games will be cancelled until proof of insurance is received. Individual players are not covered by any insurance policy held by the City of Texas City when playing in Non-City of Texas City activities.

During the performance of the Agreement, THE RENTER shall maintain the following insurance with an insurance company licensed to do business in the State of Texas by the State Insurance Commission or any successor agency that has a rating with Best Rate Carriers of at least an A- or above:

Comprehensive General Liability Insurance with bodily injury limits of not less than \$500,000 for each occurrence and not less than \$500,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.

- C. Disclaimer of Liability: Neither the City nor any of its respective trustees, officers, employees, agents, successors, or assigns shall be liable of responsible for any loss, damage or injury to any person or to any property (a “loss”) of organization, its employees, agents, guests, invitees, or any third party, in or upon the City’s property or premises, resulting from any cause whatsoever including, but not limited to, personal injury, theft, or vandalism.
- D. Indemnification by Organization: Organization agrees to indemnify, defend, and hold the City and/or any of its respective trustees, officers, employees, agents, successors, or assigns harmless from and against any liability, losses, claims, demands, costs, and expenses, including but not limited, attorneys’ fees and litigation expenses, arising out of or related to any act or omission of organization, including but not limited to personal injury or property damage occurring in or upon City property or the premises (“claim”) in connection with organization’s or its employees’, agents’, guests’, invitees’, use or occupancy of the premises, regardless of whether such claim was caused by or results from, in whole or in part, the negligence or other fault of any indemnitee, whether sole, joint, active or passive; or due to any contravention or breach of the provisions of this agreement or any applicable laws, rules, regulations, or order of any governmental agency having appropriate jurisdiction over organization; or the negligence (whether ordinary or gross) of organization or its employees, agents, guests, or invitees.

In claims against any person or entity indemnified under this section IV-D by organization; by any employee, agent, guest, or invitee of organization; by anyone directly or indirectly employed by organization; or by anyone directly or indirectly employed by organization; or by anyone whose acts organization may be responsible or liable, the indemnification obligation under section IV-D shall not be limited by the amount of insurance coverage payable to organization.

- E. Cleaning fields: If the fields are left clean the full cleaning deposit will be returned. In the event that trash is left, a portion or all of the deposit may be forfeited. Cleaning of fields includes all dugouts, playing fields, bleachers, concession areas, bathrooms, parking lots and the perimeter around the playing fields inside and out of fenced areas. The fields are considered unclean if there is any trash left out in any of these areas. The fields are considered clean when all trash is placed in either the trash barrels or a dumpster.
- F. All keys checked out for reservations must be returned by 12:00 pm on the 1st business day following the tournament.
- G. A reservation permit shall be issued to verify confirmation of the reservation and must be carried to the game/practice site to confirm the day, date, and time of the reservation should the field be occupied.
- H. Renters must follow all City ordinances when conducting an activity with the City of Texas City and report any Ordinance violations to the Police at (409) 948-2525. Failure to report these violations could result in the forfeiture of field use rights.

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- I. Alcohol: All renters will be responsible for ensuring that no alcohol is consumed or possessed in the park areas, including parking lots, unless otherwise approved by the City of Texas City's Athletic Office with documentation and Police security.
- J. Smoking: During adult activities players and spectators may not smoke on the field of play or in dug outs. Smoking is only allowed in the marked designated areas, which are 200 feet from the field of play. Smoking is prohibited in all restrooms.
- K. Contact Fire Department at (409) 643-5700 to secure a Fire Code Permit (by inspection) if a tent or canopy larger than 400 square feet will be used. A fire extinguisher is required for these tents.
- L. Glass containers are not permitted in any park areas and the renter is responsible for ensuring that any glass seen is disposed of immediately.
- M. Steel cleats are not allowed on any City of Texas City athletics fields. It will be the renter's responsibility to make sure no players are wearing metal cleats.
- N. Airhorns are not allowed to be used at City of Texas City athletic fields that are in close proximity to a neighborhood.
- O. Moonwalks, Water Slides, or any other large games or items are not allowed in the sports complex, except in areas allotted by the Recreation & Tourism Department.

V. Concessions & Sale of Goods:

- A. Vendor Permits: If the renter intends to charge gate fees or raise funds, or merchandise, authorization by City of Texas City must be obtained and a vendor permit purchased and signed two (2) business days prior to the rental. Permits may be purchased in City Hall at 1801 9th Avenue North, Texas City, TX 77590. The renter will be held responsible for any vendor on site that does not have the proper paperwork and subject to City of Texas City fines for not having proper documentation.
- B. Concessions: Renters may be allowed to operate the City of Texas City's concession stand for \$100.00, as long as vendor permits and health permits (if required) are purchased. Only pre-packaged foods and food that needs re-heating may be sold in the concession stand. The concession stand is not set up to accommodate cooking, however, popcorn machines, crock pots, microwaves and other small appliances approved by the Athletics Department are acceptable. Fryers may not be used in the concession stand or on anywhere on the property. The Renter may request to operate a fully operational concession trailer at a rate of \$40.00 per hour which includes City of Texas City staff. If the vendor will be selling food that must be cooked, an additional health permit must be obtained by the vendor from the Galveston County Health District located at: 1207 Oak St., LaMarque, TX 77568, by calling (409) 938-7221 and displayed at the point of sale.

VI. Preparation of Fields:

Your field reservation entitles your group to the assigned field. The Athletics Office will assume responsibility for the preparation of the field for your group's reservation for tournament dates only (lined and dragged). Additional field preparation and services are available for fees outlined in the Addendum for Maintenance Services (pg. 6).

VII. Field Equipment:

The Athletics Office is unable to loan or rent field preparation equipment or field maintenance equipment to groups or teams reserving fields for games or tournaments due to liability issues. Renters are not allowed to use any of their own equipment on the fields without prior authorization from the Athletics Office.

VIII. Lights:

All tournaments and leagues must end by 12:00am. Lights will be on a timer and will be turned off at the time requested by THE RENTER. For this reason, the RENTER must request lights to be turned off after all participants have left the premises.

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IX. Parking:

- A. All league participants must park in the parking lots. Do not park next to the curbs entering the parks. No parking on any grass area, unless the area has been designated for overflow parking by the City of Texas City Recreation & Tourism Department. Driving is not permitted on any turf area. All vehicles are subject to ticketing and/or towing if parked in these no parking areas.
- B. Glass breakage, theft or other damage to motor vehicles in the parking lots is not the responsibility of the City of Texas City. It is recommended that players lock their vehicles while participating in league/tournament games.

X. Scheduling of Games:

- A. At the discretion of the Athletics Office, no game shall be rescheduled for any reason other than inclement weather, electrical failures, or any other maintenance issue, which would cause games not to be played as they are initially scheduled. If any changes need to be made to the league schedule after the start of the season, a written request must be submitted detailing the reasons. This includes reschedules due to inclement weather. A minimum of two (2) business days notice must be provided to the Athletics Coordinator.
- B. The City of Texas City Athletics Office reserves the right to schedule any and all make-up games based on field availability and conditions in order to complete city-sponsored athletic events. In the event that city make-up games cause a conflict with non-city games, renters will be given 72 hours notice regarding these changes.

XI. Status of playing conditions:

No games will be allowed on fields deemed unplayable by the Athletics' Office.

A minimum of two (2) business days notice must be given for rain out reschedules. Fields may not be prepared and lights not activated if notice is not given.

XII. Closed Fields:

It may be deemed necessary to change the classification of any City of Texas City Athletic field to that of a "closed field" if the deterioration of fields due to overuse is observed.

- A. A closed field will be any field that is not open due to inclement weather or maintenance requirements.
- B. The Recreation & Tourism Athletics' staff is authorized to determine any game field or practice field as a closed field for the purpose of maintenance or to protect the surface of the field from damage.
- C. Only maintenance personnel are allowed on "closed" fields.
- D. Any person(s) or group(s) found to ignore posted signs regarding field usage must pay any fines in accordance with the Code of Ordinances.

XIII. Restrooms:

Restrooms will be provided for all reservations.

XIV. Cancellation of Outdoor Field Agreement:

The Outdoor Field Agreement can be revoked by the Athletics' Office for non-compliance of any portion of the above-mentioned agreement.

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ADDENDUM FOR INVENTORY OF FIELDS AT CARLOS GARZA SPORTS COMPLEX FOR RENTALS

- 1) Girls Softball Fields 5
- 2) Adult Softball Field 1
- 3) Baseball Field 1
- 4) Football Field 1
- 4) Multi-Purpose Fields 4

ADDENDUM FOR MAINTENANCE SERVICES	
Litter removal and clean restrooms:	\$25 per hour per staff
Installing a temporary fence:	\$100 per field
Loading, hauling and setting bleachers:	\$50 per bleacher
Field art (logos):	\$440 per logo (may vary based on size and design)
Painting lines on fields that are being used for a sport that is not normally on that field. Example: soccer or flag football on outfield:	\$350 per field

ADDENDUM FOR FIELD SCHEDULING AND ALLOCATION

Scheduling of games:

Seasonal Dates are as follows:

Baseball/Softball

First Sunday in February – Last Sunday in June = Winter/Spring Season
 Third Sunday in August – Third Sunday in November = Summer/Fall Season
 Closed for maintenance all other dates.

Soccer

First Sunday in February – Second Sunday in May = Winter/Spring Season
 First Sunday in August – Third Sunday in November = Summer/Fall Season
 Closed for maintenance all other dates.

NOTE: A field may be available during maintenance season if field, maintenance, and/or weather condition permits.

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ADDENDUM FOR PAYMENT SCHEDULES

Tournaments

- Base Rate field rental fees due at time of booking.
Received _____ Check # _____ (or cash)
- \$400 field reservation/cleaning deposit and all remaining fees due ten (10) days before tournament.
Received _____ Check # _____ (or cash)
- Copy of Insurance is due five (5) days before tournament.
Date due _____

***Contract expires:** _____

***All tournaments and games must end by 12:00 am**

AGREEMENT APPROVAL

The person executing this agreement on behalf of an Association, or representing themselves as executing the agreement agrees to comply and uphold all terms and provisions contained herein.

Name: _____ DL#: _____

Address: _____

Phone: _____ Email: _____

Signature: _____ Date: _____

On-Site commission at field: _____ Name: _____ Phone: _____

City Representative Name: _____

Title: _____ Phone: _____

Signature: _____ Date: _____

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