

**Union County Parks and Recreation
Request Packet to Reserve
Athletic Field(s)
For Non-Tournament Play**

This packet has been developed to supply all required forms and information to potential customers at one time. Please read all information prior to submitting a request for a reservation(s).

If you have questions, please call Park Superintendent Jared Steele, Athletic Field Reservation Administrator.

e-mail: parkreservations@co.union.nc.us (preferred)
phone: (704) 843-3919 (Secondary)

DATE

Athletic Fields Rental Fee Schedule (*Non-Tournament Use Only*)

	<u>2-Hour Practice Session</u>	<u>(1) Game*</u>	<u>(2) Games*</u>	<u>(3) Games*</u>
Resident	\$15.00	\$50.00	\$80.00	\$110.00
Non-Resident	\$30.00	\$100.00	\$160.00	\$220.00
Lights Resident	\$15.00			
Lights Non-Resident	\$30.00			

* Games must be same day rental. A maximum of three games are allowed for "non-tournament play".

User/Group Name:

Street Address:

City: State: Zip:

Contact Person: Email:

Day Phone: Evening Phone:

Location Requested: Cane Creek Park Fred Kirby Park Jesse Helms Park

Type Field Requested: Ball Field Soccer Field

Field Number (if known): #1 #2 #3 #4 #5 #6

Date of Use: Time Period Requested:

Requirements to Reserve Field:

- ◆ The attached "**Indemnification & Inspection Agreement**", incorporated herein by this reference, must be agreed to. (See Next Page.)
- ◆ Field use will be by reservation only. **RESERVATION REQUESTS ARE TAKEN MONDAY – FRIDAY (EXCLUDING HOLIDAYS) FROM 8:30 A.M. – 4:30 P.M.** An administrative fee of \$4.00 will be charged for each reservation made, and for each change requested after the initial reservation has been completed.
- ◆ Transfers of reserved field use to users or groups different from the one listed above are not allowed without prior approval from the Parks and Recreation Director and will subject the offender to temporary or permanent exclusion from Union County Fields.
- ◆ Reserved fields must be paid in full within 10 working days (Monday – Friday) of the date the request was made and must be received 48 hours prior to use. Reservations made less than two weeks in advance must be paid in full at the time reservation is made.
- ◆ Clean-up and damage deposit may be charged in advance and refunded if not used. Costs in excess of deposit will be billed when necessary.
- ◆ Signature on request form accepts complete responsibility.
- ◆ All regulations must be followed (see reverse side and attachment).
- ◆ If allowed to sell prepackaged foods and beverages, the attached "**Prepackaged Food and Beverages Sale Agreement**", must be agreed to and executed, and is hereby incorporated herein by reference.
- ◆ 51% of Team Members residing in Union County qualifies for Resident Rate.
(attach a roster of team members including name, complete address, and phone number)

Total # of Team Members _____	FIELD RENTAL COST	\$	
# of Union County residents _____	Administrative Fee	\$	<u>4.00</u>
# of non-residents _____	TOTAL AMOUNT DUE	\$	

Special Notes :

- (1) Rental of field does not include required park entrance fee.
- (2) Union County reserves the right to limit the use of coolers/containers when concessions are being sold. *See notes on following page.*

Signature of Responsible Person: _____

Use of this form:

This form is to be limited to non-tournament and non-playoff play only. Due to a larger than normal spectator crowd, tournament play and end-of-season playoffs require a contract/agreement. Call 704-843-3919 for more information for use of athletic fields during for tournaments and playoffs.

Entrance Fees:

Park Entrance Fees are required at all County Parks. With athletic **game** field rentals, **TWO (2)** referee passes will be provided to the responsible person listed on the rental form. Team players and coaches are encouraged to car-pool to save on parking at the athletic facility. A *\$10 County-Wide Seasonal Athletic Field Use Entrance Permit* can be purchased through Qualified Union County Teams. These permits can be purchased by a family member(s) of a person listed on the team roster. (Family members are limited to parents, grandparents, siblings with driver’s license, and/or legal guardian.)

Coolers, Containers, Food, and Drink:

Union County reserves the right to limit the use of coolers, containers, outside food, and outside drink on park premises when concessions are being provided for sale for the event. For the safety of the players, one team cooler is authorized for player use only and will be located at the team’s bench. Concession items may not be sold by any other person/team/sponsor/etc. on county property, except as allowed by an executed **Prepackaged Food and Beverages Sale Agreement** form.

Indemnification, Inspection, and Damage Agreement

_____ (the “Reserving Party”) desires to reserve and use field(s) (hereinafter the “Premises”) owned by Union County and located at Cane Creek Park, Fred Kirby Park, and/or Jesse Helms Park in Union County, NC. In consideration for Union County’s consent to such reservation and use and other good and valuable consideration the receipt of which is hereby acknowledged, the Reserving Party agrees as follows:

(1) The Reserving Party agrees that it will indemnify and hold and save Union County, its officers, employees, and agents whole and harmless of, from and against all claims, demands, actions, damages, loss, costs (including reasonable attorneys’ fees), liabilities, expenses and judgments recovered from, incurred by, or asserted against Union County, its officers, employees, or agents on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of the Reserving Party or any of its agents, servants, employees, contractors, members, assignees, patrons, guests or invitees or of any other person entering upon the Premises with the express or implied invitation or permission of Reserving Party.

(2) Immediately prior to each use of the Premises by the Reserving Party, the Reserving Party shall inspect the Premises and equipment located thereon and determine whether the Premises and equipment are safe for the Reserving Party’s activities. By using the Premises, the Reserving Party certifies that it has performed this inspection and has determined that the Premises and equipment are safe for the Reserving Party’s activities.

(3) Reserving Party is solely responsible for any damage or other loss to any personal property brought onto Union County property by Reserving Party or any of its agents, servants, employees, contractors, members, or assignees.

(4) If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect. The Reserving Party warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. The Reserving Party further warrants that the execution, delivery and performance by it of the Agreement has been duly authorized and approved by all requisite action of the Reserving Party’s management and appropriate governing body.

Reserving Party’s Name: _____

Authorized Signature: _____

UNION COUNTY PARKS AND RECREATION

RULES AND REGULATIONS

Amended 2/21/2005

VEHICLES: All motorized vehicles, cars, trucks, motorcycles, recreational vehicles and bicycles shall be confined to designated roads and parking areas. No person shall operate a vehicle on any path, trail, service road or in any other area of the Park not designated or customarily used for that purpose. No vehicles except authorized maintenance equipment will be allowed on any athletic field.

PARKING: No owner or driver shall cause or permit a vehicle to remain parked in any area of the Park outside of designated parking areas.

SPEED LIMIT: No vehicle shall be operated at a rate of speed in excess of ten (10) miles per hour inside the Park.

CAMPING: No camp shall be set-up or maintained in the Park, except as specifically designated, and with written permission only.

BOATING: Boating of any kind is prohibited on Park waters, except as specifically designated, and with written permission only.

SWIMMING: No person shall swim in the waters of the Park, except as specifically designated, and with written permission only.

FLORA, MINERALS AND STRUCTURES: No person shall cut, injure, deface, remove or disturb any tree, shrub, building, fence, bench, table, or any other structure, apparatus or property; or pick, cut, or remove any tree, shrub, flower or rock; or mark, write or carve upon any building, fence, bench, table or any other structure in the Park.

ANIMALS: No person shall cause or permit any animal owned by him or under his control, except when on a leash not exceeding six feet in length to enter the Park. Dogs and other animals shall not be allowed within the fenced ballfield, swim areas, or inside buildings. Where animals are found to be disturbing or dangerous, their owners will be asked to remove them from the Park.

HORSES: Horseback riding is prohibited on Park property, except as specifically designated, and with written permission only.

HUNTING: Union County Parks are designated WILDLIFE Refuge. No person within the confines of the Park shall hunt, pursue, trap, shoot, injure, kill, or molest in any way any animal.

FISHING: No person shall fish in any waters of the Park, except as specifically designated, and by written permission at such times as designated by Park authorities. North Carolina Inland Fishing Regulations must be complied with at all times. Night fishing from boats is prohibited in designated waters without written permission.

FIREARMS: Unless otherwise provided by law, no person shall possess, carry, use or discharge any type of firearms, airguns, or any other weapon within the Park; authorized Park personnel or law enforcement officers excepted.

FIRES: No person shall make, kindle or tend an open fire other than in grills or in designated places provided for such. All fires shall be under the direction and care of a responsible adult continuously from the time it is kindled until it is permanently extinguished by person or persons building same.

FIREWORKS AND EXPLOSIVES: No person shall have, bring or set off in the Park any fireworks or explosives of any type, without written permission or proper county permit.

LITTER: No person shall deposit any garbage, refuse, sewage, foodstuffs, boxes, cans, paper or any other types of litter or waste material, except in receptacles provided for such purposes. Persons depositing trash from outside Park grounds, in receptacle provided by Union County, will be charged within all applicable limits of the law.

POLLUTION: No person shall bathe self, dogs or any other animal, wash vehicles or clothing in any waters of the Park. No person shall throw, deposit or discharge any substance, liquid or solid, which may result in the pollution of the streams, ponds, or other waters of the Park.

DISORDERLY CONDUCT: No person shall use abusive, profane or insulting language, unreasonably disturb or annoy others, or do any act amounting to or with the intent to a breach of peace or conduct himself in any disorderly manner.

ALCOHOLIC BEVERAGES: As per the County Ordinance Pertaining to Public display of Alcoholic Beverages on Property Owned by Union County: Alcoholic beverages are prohibited on any property owned by Union County; any person who violates any provision of this ordinance shall be guilty of a misdemeanor.

GAMBLING: Gambling or betting in any form is prohibited.

COMMERCIAL ENTERPRISES: No person shall, without a written permit, offer, sell or solicit for sale, lease or rent any goods, merchandise or services within the Park.

ADVERTISING: No person shall distribute any circulars, cards or written matter; or post, paste or affix any placard, notice or sign within the Park, without written permission.

HOURS OF OPERATION: The Park will be open throughout the year during posted hours of operation. No person, except authorized Park personnel shall be allowed within the Park prior to or after these posted hours without written permission.

ATHLETIC FIELDS: Use of athletic fields is by reservation only. Transfers of reserved field use to users or groups different from the one listed on the reservation request are not allowed without the prior approval of the Parks and Recreation Director. For information call 704.843.3919, Monday through Friday, between the hours of 8:30 a.m. and 4:30 p.m.

ENFORCEMENT: Failure to abide by posted regulations governing Union County Park's will subject offender to temporary or permanent exclusion, or criminal prosecution. In the event of revocation of any permit, all monies paid shall be forfeited by the offender and retained by Union County.

Notes for Field Use

For the purpose of these notes, “Responsible Person” is the person that makes the above request and signs the request form.

1. The Park Attendant will normally meet with the person-in-charge of the team using the field to ensure that the proper field is used. Field assigned may change to protect turf growth.
2. To handle parking problems, the **Responsible Person** shall refrain from having players report earlier than 15 minutes of scheduled playing times. Users of the field shall end on or before the scheduled time and have players promptly vacate the park due to limited parking. To assist in notifying the person-in-charge of the team, the Park Attendant may sound a whistle approximately 10 minutes prior to the end of **practice times only**.
3. Field use for **games** is limited to **30 people** (team members including coaches) at anytime.
4. To ensure a proper credit, the **Responsible Person** shall identify any rain dates within 72 hours by e-mail or fax. E-mail to parkreservations@co.union.nc.us Fax Number: 704-843-4046
5. Park staff shall make the determination if the fields are too wet to use at approximately 4:00PM.
6. The **Responsible Person** will not use the fields unless their team has a scheduled practice or game time.
7. Parks rules are attached to allow the **Responsible Person** to provide a copy to all participates and their guests (spectators). Park Rules are also posted at the main gate entrance.
8. The **Responsible Person** is responsible for making sure all trash is picked up from the field in use, including bleacher area.
9. The **Responsible Person** shall ensure that all team and personal property is removed from park property at the end of the scheduled time of field rental. In special situations the Parks and Recreation Director may, in his sole discretion, grant the **Responsible Person** permission to leave specified personal property overnight at the park, provided the request is made at a minimum of seventy two (72) hours in advance.
10. The **Responsible Person** shall bring “throw down bases” for all practices. Bases will be supplied for all games.
11. To ensure that the Park Staff can identify the team players, the **Responsible Person** making the field use request will have team players identified by an approved means (t-shirts, hats, wrists bands, etc.) and inform Parks and Recreation of the means of identification prior to using fields. Individuals on the field without the identification will be asked to leave.
12. The **Responsible Person** shall assist in ensuring that children (players and spectators) are under proper supervision at all times.

Definitions of Fee Schedule

Practice session is limited to a maximum of 2 hours by team players for practice only. Price does not include dragging, game bases, or field marking for baseball field. Price does not including painting of lines for the soccer field. Only one (1) team (*15 people / max.*) shall be on the field and does not provide for competitive play.

Printed Name:

Signature of Responsible Person: _____ Date:

Provide Team Roster Information Here:

Note: This form to be completed to receive Union County Resident Team Status.

	Name	Complete Address	Telephone #
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2.			
3.			
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14.			
15.			
16.			

Signature of Responsible Person:



COMMUNITY SERVICES PARKS & RECREATION DIVISION

COACH, PLAYER & PARENT CODE OF CONDUCT CONTRACT

- 1) At no time will I indulge in an abusive verbal or physical confrontation with another parent, coach, player, or official during or following a game. This includes being thrown out of a game.
- 2) As a coach, I will not allow myself to be drawn into a confrontation in the presence of my players.
- 3) As a parent or player, I will not engage in an argument or discussion of the rules or call by an official or umpire of the game.
- 4) I will not confront a coach for any reason, prior, during or immediately following a game, unless it is considered to be an emergency for the physical well being of a participant or simply asking the coach if he/she requires assistance with anything.
- 5) I will not misuse or damage any equipment.
- 6) I will not use profanity or offensive language. (Emotional Intelligence)
- 7) As a parent, I will be supportive of my child by giving positive encouragement.
- 8) I will adhere to the rules governing eligibility, competition and conduct, and accept any consequences placed upon me or my team for my/their actions.
- 9) I will read and adhere to all Park Rules which are posted at all facilities.

The Union County Parks & Recreation Department has made a commitment to provide quality sport facilities for youth and adults to enjoy. While we do not administer these programs, we expect the users of our facilities to provide a fun recreational experience for the participants. Our goal is to provide a safe place for participants to learn the rules of the game, exercise, but most importantly to have fun. By using a Union County owned Parks & Recreation facility, you as a coach, parent, spectator, or child agree to the above Code of Conduct.

It is expected that the coach for each team will be responsible to ensure that all participants on his/her team are made aware and abide by the above Code of Conduct. Printed copies for distribution can be made available by park staff upon written request.

Prepackaged Food and Beverages Sale Agreement

_____ (the “Reserving Party”) desires to be able to sell prepackaged food and beverages to the participants and attendees of the Reserving Party’s event at the park location of the field reserved by the Reserving Party in the Request Packet to Reserve Athletic Field(s) for Non-Tournament Play, into which this document is incorporated (hereinafter the “Premises”). In consideration for Union County’s consent to allow such sale of prepackaged food and beverages on the Premises and other good and valuable consideration the receipt of which is hereby acknowledged, the Reserving Party agrees as follows:

- (1) The Reserving Party agrees it may only sell Prepackaged Food and Beverages during the days and times set forth in the Request Packet to Reserve Athletic Field(s) for Non-Tournament play, into which this document is incorporated.
- (2) The Reserving Party agrees it is only authorized to sell food, beverages (non-alcoholic), or any other similar consumable item which are contained in their original individual factory packaging (“Prepackaged Food and Beverages”). The Prepackaged Food and Beverages may not be sold or otherwise contained in glass containers. The Prepackaged Food and Beverages shall be of high quality-name brands. The Prepackaged Food and Beverages shall only be of such a kind that could be served without any refrigeration or heating sources (e.g. no milk products, ice cream, etc.).
- (3) The Reserving Party agrees that it may set up any needed tables and chairs for such sale of Prepackaged Food and Beverages, and actually sell such items, at a location on the Premises designated and approved by Union County Parks and Recreation staff.
- (4) The Reserving Party agrees that in addition to the Prepackaged Food and Beverages for sale, the Reserving Party shall be solely responsible for bring any tables and chairs needed for such sale, which size and number of tables and chairs are subject to the sole approval of Union County Parks and Recreation staff.
- (5) The Reserving Party agrees that it shall post a sign at its place of sale of Prepackaged Food and Beverages clearly stating (i) the prices of items and (ii) the sales operation of these Prepackaged Food and Beverages is being operated solely by the Reserving Party.
- (6) The Reserving Party agrees it is it will remit the then-current concession fee for the ability to sell these Prepackaged Food and Beverages to Union County prior to the date of the Reserving Party’s event on the Premises.
- (7) The Reserving Party agrees that Union County has the absolute right to not allow, or otherwise stop or limit, the Reserving Party’s sale of Prepackaged Food and Beverages at any time, for any reason.
- (8) The Reserving Party agrees to comply with all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction over this sale of Prepackaged Food and Beverages.
- (9) The Reserving Party specifically agrees the terms of the **Indemnification, Inspection, and Damage Agreement** signed by the Reserving Party and included in the Request Packet to Reserve Athletic Field(s) for Non-Tournament Play apply to its use of the Premises set forth under this Agreement.
- (10) If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect. The Reserving Party warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. The Reserving Party further warrants that the execution, delivery and performance by it of the Agreement has been duly authorized and approved by all requisite action of the Reserving Party’s management and appropriate governing body.

Reserving Party’s Name: _____

Authorized Signature: _____