

**City of Auburn Parks and Recreation
Tournament Agreement**
(revised March 2021)

THE CITY: The City of Auburn, Alabama, by and through its Parks and Recreation Department.

APPLICANT: Organization Name: _____
(If 501(c), attach certificate)

Contact Person: _____

Address: _____

City: _____ State: _____ Zip Code: _____

E-mail Address: _____

Phone Number: _____

Event Date: _____ Start Time: _____ End Time: _____

Facilities Reserved: _____

Description of Activities: _____

Maximum Number of Persons: _____

Total Usage Fees: _____ Deposit: _____ Balance: _____

Applicant's use of the City of Auburn facilities is subject to the "Schedule of Fees" and "Terms and Conditions of Park Usage," both of which are attached hereto and incorporated herein by this reference. Submitting this application does not guarantee the availability of the requested facility. City approval is required.

City Representative's signature

Date

Print Name

Applicant's signature

Date

Print Name

City of Auburn Reservation Agreement

Schedule of Fees

1. **Allocation of Certain Revenues and Expenses:** The parties agree that the following revenue and expense items will be allocated as follows: (please indicate with a percentage)

REVENUE/EXPENSE	APPLICANT	CITY
Gate Fee		
Concessions		
City Souvenirs		
Other Souvenirs		
Collection of Fees		
Scorekeepers		
Pay of Officials		
Pay of Officials' Coordinator		
Pay Player Representative		
Purchase of Awards		
Purchase of Balls		
Vendors		

2. **Field/Facility Usage Fees:**

Shug Jordan Soccer Field \$50.00 per hour X ____ hours \$ _____
(Maximum \$500.00 per calendar day)

Wire Road Soccer Complex ____ fields X \$50.00 per hour X ____ hours \$ _____
(Maximum \$500.00 per calendar day)

Duck Baseball Field ____ fields X \$75.00 per field per day ____ \$ _____

Felton Little Field ____ fields X \$50.00 per field per day \$ _____

Softball Complex ____ Baseball fields X \$75.00 per field per day
 ____ Softball FP fields X \$50.00 per field per day
 ____ Softball SP fields X \$25.00 per field per day \$ _____

OA Skateboard Park \$25.00 per hour X ____ hours \$ _____
(Maximum \$250.00 per calendar day)

3. **Vendor Fees:**

One Calendar Day \$100.00 per day X ____ vendor(s) \$ _____
(Monday through Sunday)

All outside vendors are required to have a valid City of Auburn Business license. Vendors may be required to have a minimum of \$1 million in liability insurance, naming the City of Auburn as an additional insured, and a copy of this insurance must be on file with the Administrative Office at least one (1) week prior to the event.

4. **Other Fee:**

- If fields require re-prepping an additional Field Usages Fee will be required (prices listed above).
- There will be a \$25 per team charge for teams participating in the event.
Number of teams _____ X \$25 \$ _____
- When a gate is collected, The City of Auburn will receive 50% of the proceeds. All gate proceeds will be given to the City of Auburn. The City will write a check to the organization for their portion of the gate.
- **A W9 must be received with application.**

You will provide (insert number) _____ of Off-Duty City of Auburn Police Officers during your Event. This must be coordinated through the Public Safety Department. The City of Auburn will determine if officers are necessary. (Paid directly to Public Safety)

Quick Dry \$10.00 per bag X _____ Bag(s) \$ _____

Facility Damage Deposit \$300.00 flat fee \$ 300.00
(To be returned after satisfactory damage/cleaning inspection)

Clean-Up Deposit \$200.00 flat fee \$ 200.00
(To be returned after satisfactory damage/cleaning inspection)

Cancellation Fee \$500 flat fee. \$ 500.00
(To be returned after tournament completion)
Cancellation from applicant must be 5 business days prior to the first scheduled day of the tournament.
This does not include cancellations due to rain or weather-related issues.

FOR OFFICE USE ONLY

FEE BREAKDOWN

W9 Received (if applicable) Yes / No

Allocations: \$ _____

Field Usage: \$ _____

Vendor(s): \$ _____

Miscellaneous: \$ _____

Total Usage Fees \$ _____

Payment Method _____ Date _____

Deposit \$ _____

Payment Method _____ Date _____

Facility Damage Deposit \$ _____

Payment Method _____ Date _____

Clean-Up Deposit \$ _____

Payment Method _____ Date _____

Cancellation Fee \$ _____

Payment Method _____ Date _____

Total Deposit \$ _____

Payment Method _____ Date _____

Remaining Balance \$ _____

Payment Method _____ Date _____

Posted on Calendar & Approved by Staff: _____

Notes:

**City of Auburn
Tournament Reservation Agreement**

Terms and Conditions of Park Usage

1. Use. Use of the facilities shall be limited to those areas and activities specified on page one of this Contract. **At its sole discretion, the City reserves the right to delay, postpone or cancel any activity conducted at the facilities. In case of inclement weather, the City reserves the right to decide whether conditions are suitable for play.** All leagues and tournaments must be pre-approved by the Athletic Director prior to applications being accepted. Final approval/denial will be determined by the Parks and Recreation Director after application and fees are received.

2. Usage Fees and Deposits. Reservations are on a first come, first serve basis. A Deposit equal to fifty percent (50%) of the Total Usage Fees and the Facility Damage Deposit and Clean-Up Deposit is required upon execution of this Contract in order to secure the Event Date. Such Deposit shall be paid in cash or by valid check or credit card. The remaining balance shall be immediately due in cash or by valid check no later than fourteen (14) days prior to the Applicant's Event Date. Other applicable fees determined to be owed by the Applicant at the conclusion of the event will be invoiced by the City and must be paid by the Applicant within thirty (30) days of the Event Date. The Deposit will be forfeited if the event is cancelled within fourteen (14) days of the Event Date. At the sole discretion of the City, the Clean-Up Deposit and/or Facility Damage Deposit will be forfeited or reduced if: (1) the clean-up of the facilities is unacceptable; (2) the facilities or any portion thereof is damaged, removed, or destroyed by acts or omissions of the Applicant, its vendor(s), guest(s) or invitee(s); or (3) the Applicant fails to comply with any other obligation under this Contract.

3. Vendor(s). As used in this Contract, the term "vendor" shall mean any person or entity who sells, exposes or offers for sale any food, beverage or merchandise. The Applicant shall provide to the City at least seven (7) days prior to the Event Date the name of the vendor(s) the Applicant will use in addition to any other information reasonably requested by the City regarding the Applicant's use of the facilities. **Each vendor must present a copy of their current business license to the City no less than three (3) days prior to the Event Date and indicate whether a power source will be required.**

4. Proof of Insurance. The City requires the Applicant to provide a Certificate of Insurance of \$1 million in liability insurance listing the City, its officials, agents and employees as additional insureds. The certificate will provide the City with thirty (30) days' written notice of cancellation and a waiver of subrogation in favor of the City, its officials, agents and employees

5. Prohibited Items. Alcoholic beverages, glass bottles, weapons, fireworks, fires, and/or grills are not permitted at the facilities.

6. Alterations; Loss or Damage to Facilities. The Applicant shall not alter the facilities in any manner without the City's prior written approval, which approval may be withheld in the City's sole discretion. All decorations to be installed in or upon the facilities must be approved by the City prior to installation. In no event shall the Applicant install decorations that will damage the facilities or any of its contents. The Applicant shall be responsible for and agrees to reimburse the City within thirty (30) days of invoice for any loss or damage to the facilities that exceeds the Facility Damage Deposit and that is caused in whole or in part by Applicant and/or any of Applicant's vendor(s), guest(s) and/or invitee(s). Upon the completion of the Applicant's event, the Applicant shall return the facilities and any adjacent areas incidentally used by the Applicant or its vendor(s), guest(s), or invitee(s) to the condition such facilities were in at the commencement of this Contract. Specifically, the Applicant shall be responsible for the clean-up of all facilities used by the Applicant, the removal of all food, drinks, decorations, and other items brought to the facilities for the Applicant's event, and the removal or placement of all trash and debris in the appropriate receptacle.

7. Compliance with Applicable Laws and Rules. The Applicant shall comply, and shall cause its vendor(s), guest(s) and invitee(s) to comply, with all applicable laws, rules, regulations, codes, ordinances or other legal requirements while using the facilities and all rules adopted by the City for the use of its facilities and other public parks. The Applicant shall protect, defend, indemnify and hold harmless the City, its officers, personnel, agents, employees, insurers, successors and assigns from and against any claims, damages, losses, costs, and expenses, including attorneys' fees and legal costs, resulting from any failure by the Applicant, its vendor(s), guest(s), and invitee(s), to comply with the terms of this Section.

8. For tournaments that require overnight stay, the Applicant will make every effort to promote Auburn area hotels as an option. If the tournament has a website, the Applicant will post viable hotel options for Auburn hotels on the website.

9. Risk of Loss; Release; Indemnity. **APPLICANT HEREBY AGREES THAT THE USE AND OCCUPATION OF THE FACILITIES ARE ENTIRELY AT APPLICANT'S OWN RISK, AND THE CITY SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE, INJURY, LOSS (INCLUDING LOSS OF LIFE), OR THEFT OCCURRING ON, IN, OR ABOUT THE FACILITIES. APPLICANT HEREBY RELEASES THE CITY, ITS OFFICERS, PERSONNEL, AGENTS, EMPLOYEES, INSURERS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS, COSTS, EXPENSES AND LIABILITY OF EVERY KIND AND NATURE, ARISING IN WHOLE OR IN PART FROM THE APPLICANT'S USE OR OCCUPATION OF THE FACILITIES. APPLICANT HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, AGENTS, EMPLOYEES, INSURERS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND LEGAL COSTS ARISING IN WHOLE OR IN PART, FROM THE APPLICANT'S USE OF THE FACILITIES. THE APPLICANT SPECIFICALLY ASSUMES ALL RISK OF LOSS INCURRED BY IT OR ITS VENDOR(S), GUEST(S), OR INVITEE(S) RESULTING FROM THE USE OR OCCUPANCY OF THE FACILITIES.**

10. No Warranty. Applicant expressly accepts the facilities in an "AS IS, WHERE IS" condition, without warranty. Applicant does hereby acknowledge that Applicant, its vendor(s), guests(s) and/or invitee(s) are to use the facilities and all structures thereon in an "as is, where is" condition.

11. Governing Law. This Contract shall be interpreted and construed in accordance with the laws of the State of Alabama without regard to any conflict of law principles. Legal action arising out of the performance of this agreement shall be filed in the Circuit Court of Lee County, Alabama located in Opelika, Alabama or the Federal District Court for the Middle District of Alabama-Eastern Division located in Opelika, Alabama.

12. Assignment or Subletting. This Contract may not be assigned by the Applicant nor the facilities subleased without the City's prior written approval, which approval may be withheld in the City's sole discretion. Any assignment or sublease in violation of the preceding sentence shall be void.

13. Amendment or Waiver. This Contract may only be amended or a provision waived by a written instrument signed by an authorized party of the City and Applicant.

14. Binding Effect. This Contract shall be binding on each party's legal representatives, personal representatives, heirs, successors and permitted assigns.

15. Multiple Counterparts. This Contract may be executed in multiple counterparts and such counterparts together shall constitute one agreement.

16. Entire Agreement. This Contract represents the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings regarding the subject matter.