



TARBORO PARKS & RECREATION APPLICATION FOR RESERVATION /TOURNAMENT AGREEMENT INDIAN LAKE SPORTS COMPLEX/MUNICIPAL STADIUM

Today's Date: _____

Name of Organization, Agency or Person _____

What will field(s) be used for? (i.e. Practice, Tournament) _____

Requested Location(s) ILSC Municipal Stadium

Date(s) of Rental _____ Hours: From _____ to _____

Day(s) of Week _____ Set-Up Time _____ Tear-Down Time _____

Number of Teams/Persons Expected _____

Name of Applicant/Organization Representative _____

Address _____

Primary Phone _____ Cell Phone _____

E-Mail Address _____

Facility reservations are during normal operational hours. During designated Town holidays, rentals are not available. Failure to follow the rules and reservation procedures may cause the event to be cancelled and lose of deposit.

DEPOSIT AND FACILITY USE FEES:

Tournament Reservation Deposit: \$250 per tournament/event reservation must accompany signed and completed reservation/tournament agreement form, certificate of insurance and signed hold harmless/indemnification statement. (6 Team Minimum Required) Reservation deposit will be applied towards the total balance due for tournament. Deposit is refundable **ONLY** in the event that the tournament is cancelled due to inclement weather, or it may be applied to the next scheduled tournament by host organization.

INDIAN LAKE SPORTS COMPLEX FEES :

Field Reservation Single Practice / Game: Practice- \$40 two (2) hour increment. **Game-** \$65 two and half (2.5) hour increment. Note: additional charges apply for field lighting and lines.

\$35 for lights \$35 for lines including field prep (Not Available for Practice Or Soccer Field Rentals)

Baseball/ Softball Field # _____ Bases set at _____ ft. Mound/Pitching Rubber set at _____ ft.

Regulation Soccer Field (no lines)

Multipurpose Field (no lines)



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INDIAN LAKE SPORTS COMPLEX FEES CONTINUED:

Tournament Reservation: \$175 per field per day or **\$90** per field per half day . Includes the following: fields will be lined and dragged at the beginning of the day as specified in rental form. Note: additional charges apply for field lighting and for additional spot raking, re-dragging, and re-lining of fields if requested.

- | | |
|---|---|
| <input type="checkbox"/> \$35 for lights per field per night

<input type="checkbox"/> Baseball/ Softball Field # 1
<input type="checkbox"/> Baseball/ Softball Field # 2
<input type="checkbox"/> Baseball/ Softball Field # 3
<input type="checkbox"/> Baseball/ Softball Field # 4
<input type="checkbox"/> Baseball Field # 5 | <input type="checkbox"/> \$200 per field per weekend for spot raking and re-lining after every game, and re-dragged after every third game

Bases set at _____ ft. Mound/Pitching Rubber set at _____ ft.
Bases set at _____ ft. Mound/Pitching Rubber set at _____ ft.
Bases set at _____ ft. Mound/Pitching Rubber set at _____ ft.
Bases set at _____ ft. Mound/Pitching Rubber set at _____ ft.
Bases set at <u> 90 </u> ft. Mound/Pitching Rubber set at <u> 60 </u> ft. |
|---|---|

MUNICIPAL STADIUM FEES:

Field Reservation Single Practice / Game: Practice-\$50 two (2) hour increment. **Game-\$75** two and half (2.5) hour increment. Note: ONLY AVAILIABLE JUNE-NOVEMBER. Additional charges apply for field lighting and for field lines.

- \$35 for lights
 \$35 for lines including field prep

Tournament Reservation: \$250 per field per day or **\$130** per field per half day . Includes the following: field will be lined and dragged at the beginning of the day as specified in rental form. Note: additional charges apply for field lighting and for additional spot raking, re-dragging, and re-lining of field if requested.

- \$305for lights per field per night
 \$200 per field per weekend for spot raking and re-lining after every game, and re-dragged after every third game

I (we) have read and understand the rules and requirements for the use of this facility, and certify that information stated herein is true and complete and that I (we) will compensate the Town of Tarboro for all damages incurred to the property / facility and any other costs incurred by the Town as a result of my use. Furthermore, I (we) acknowledge that in consideration of this reservation, I (we) assume all risks of injury to myself and others and I (we) agree to hold harmless and indemnify the Town of Tarboro from any and all loss and damage incurred as a result of activities of the property / facility, excepting only those injuries caused by negligence on the part of the Town.

 Applicant Signature _____
 Date

OFFICE USE ONLY: Deposit _____ Reservation Fee _____ Staff Fee _____

Date Paid _____ Rec. by _____



TARBORO PARKS & RECREATION INDIAN LAKE SPORTS COMPLEX / MUNICIPAL STADIUM FACILITY RULES & REGULATIONS

1. All Indian Lake Sports Complex or Municipal Stadium usage must be given authorized permission to host any tournament play or practice on the fields located at Indian Lake Sports Complex or Municipal Stadium. All Town of Tarboro Park and Facility Rules must be adhered to during any and all use.
2. Organizations hosting tournaments at Indian Lake Sports Complex/ Municipal Stadium must have no less than (6) teams participating to be granted usage for the entire weekend. The Indian Lake Sports Complex reserves the right to shift games, age groups and game times to ensure safety and efficient use of the complex.
3. Any organization requesting to use Indian Lake Sports Complex or Municipal Stadium must submit proof of insurance coverage in accordance with Town Ordinance Sec. 12-79.6. - Insurance.
Subject to subsections (b) and (c) of this section, no reservation may be made under section 12-79, and no permit may be issued under section 12-79.1 unless and until the applicant has provided to the town a certificate of insurance stating that the applicant has in effect a comprehensive liability insurance policy covering the event in the minimum amount of one million dollars (\$1,000,000.00), which policy must contain an endorsement naming the Town of Tarboro, specifically and separately, as an additional insured. The insurance company must be licensed to do business in the State of North Carolina. The policy or the endorsement must obligate the insurance company to notify the town in writing not less than fifteen (15) days prior to the date such policy is terminated or modified if such termination or modification is to occur prior to the indicated expiration date on the face of the certificate. If the policy is cancelled or modified in such a way as to lessen the town's coverage prior to the event, the permit shall be automatically revoked.
4. The Town of Tarboro Parks and Recreation Department in accordance with Town Ordinance Sec. 12-79.7 - Indemnification which requires users of its facilities to sign a **Hold Harmless/Indemnification Agreement**. (Attached page 6)
Each application for a facility reservation under section 12-79 or a permit under section 12-79.1 shall expressly provide that the applicant agrees, at its own cost, risk and expense, (i) to defend any and all claims and all legal actions that may be commenced or filed against the town, its officers, agents, employees, or volunteers arising out of the alleged willful or negligent acts or omissions of the applicant, its officers, agents, or employees in connection with the proposed event; (ii) to pay any settlement entered into and satisfy any judgment that may be rendered against the town as the result of the alleged willful or negligent acts or omissions of the applicant, its officers, agents, or employees in connection with the proposed event; and (iii) otherwise to protect, indemnify and hold the town, its officers, employees, agents, and volunteers free and harmless from and against any and all claims, damages, expenses, loss or liability of any kind or nature whatsoever resulting from the alleged willful or negligent acts or omissions of the applicant, its officers, agents, or employees in connection with the proposed event.
5. Indian Lake Sports Complex/Municipal Stadium staff reserves the right to postpone, delay, or cancel any event/ tournament at the complex due to unsafe playing conditions, inclement weather, lightning or precautionary measures to preserve playing surfaces and maintain a safe environment for all patrons. No coaches, players or staff will be allowed to remain inside the dugouts or on the field during severe weather delays. Once the threat of severe weather has passed, complex staff will allow players, coaches and fans onto the field provided playing conditions of fields warrants continuation of play.



TARBORO PARKS & RECREATION INDIAN LAKE SPORTS COMPLEX / MUNICIPAL STADIUM FACILITY RULES & REGULATIONS

- 6) Any abuse or damage to Indian Lake Sports Complex /Municipal Stadium that is not normal wear and tear of tournament usage will be the sole responsibility of the tournament host and or the sanctioning host of the tournament. Documentation of any occurrences will be made and responsible parties will be notified for reimbursement. If the responsible parties do not comply with reimbursement for said damages they may forfeit any future reservation dates. Further legal action may result depending on the severity of the occurrence.
 - a. Pitchers are **NOT ALLOWED** to wear metal/steel cleats on fields with temporary mounds in use.
- 7) Indian Lake Sports Complex/Municipal Stadium are **NOT RESPONSIBLE** for any batted balls or bats inside the confines of the complex or stadium. Players, coaches and patrons need to be aware of their surroundings at all times. Should medical attention be needed please notify the complex/stadium onsite supervisor immediately!
- 8) All players, coaches, patrons and host organization staff will be expected to participate at the Indian Lake Sports Complex/Municipal Stadium in a friendly and sportsmanlike manner.
- 9) The Town of Tarboro is **NOT RESPONSIBLE** for any loss or damage to personal property while patrons are at Indian Lake Sports Complex or Municipal Stadium. Please make sure to lock all cars and do not leave bags or personal items unattended.
- 10) **NO** outside food or beverages will be allowed inside the Indian Lake Sports Complex or Municipal Stadium. Teams are allowed to bring (1) cooler that will remain in dugout during time of game(s).
- 11) **NO ALCOHOL** is allowed on Town of Tarboro property. This includes all parking lots. The Indian Lake Sports Complex and Municipal Stadium are Tobacco Free facilities. Patrons wishing to use tobacco products must do so outside the facilities fences.
- 12) **NO VEHICLES** will be allowed inside the Indian Lake Sports Complex or Municipal Stadium unless granted permission by Town of Tarboro staff.
- 13) Tournament Directors must submit their tournament schedules, numbers of fields needed, field dimensions, and any other requests no later than the Thursday before that weekend's event by 2:00pm. In the event that a tournament starts on a day other than Friday or Saturday the tournament director must submit their tournament form no later than two days prior to the event's first game.
- 14) Tarboro Parks and Recreation staff will **NOT** operate gate admissions table. **Tournament Hosts may retain all admission revenue with permission of Town of Tarboro Parks and Recreation Director. Exit gates Must remain free and clear of obstructions and unlocked during scheduled activities.**
- 15) **NO OUTSIDE VENDORS** of any kind will be allowed to sell, distribute, or provide any sort of services on the grounds of Indian Lake Sports Complex or Municipal Stadium without first receiving approval from Tarboro Parks and Recreation Department.
- 16) The Town of Tarboro Parks and Recreation Department reserves the right to offer concessions and retain all monies collected from the sale thereof at each tournament. No outside food vendors allowed at its facilities.



TARBORO PARKS & RECREATION INDIAN LAKE SPORTS COMPLEX / MUNICIPAL STADIUM FACILITY RULES & REGULATIONS

- 17) Team registration fees will be set, collected, and be the sole responsibility of the organizer hosting the event. The Town of Tarboro Parks and Recreation Department will not be responsible for any direct expenses of operating the tournament. This includes, but is not limited to, the purchase of equipment to operate the tournaments, baseballs, trophies, umpires & fees, hotel accommodations, insurance costs or organizational fees.
- 18) Tarboro Parks and Recreation will **NOT** provide water coolers inside dugouts. Requests to fill team cooler may be submitted to on site supervisor.
19. Soft tossing or hitting into fencing is **PROHIBITED** at the parks. Tournament organizers need to help ensure this rule in order to preserve the grounds.
- 20) Town of Tarboro reserves the right to deny any signage entering the park grounds. Any tournament organization wishing to display signage of their organization or of their sponsors must first get permission to display signage and must display any signage in designated areas only.
- 21) In the event of inclement weather, our grounds crew staff will work diligently to get all playing surfaces back in shape for play in a timely manner. We will use up to **15 bags** of drying agent per tournament to help bring the playing fields back up to play. In the event that more than 15 bags of drying agent are needed to repair the fields, the organizer will have the option to cancel the tournament or pay the cost of material needed to continue play. (A bill will be sent once the tournament is complete). **The cost of drying agent is \$20 per bag.**
- 22) A deposit fee of **\$250.00** is required in order to hold each weekend date for tournaments. This deposit is due at the time of reservation. Deposit will be applied to total payment due at conclusion of event. Deposits are **ONLY** refundable if reservation has been cancelled due to inclement weather. Deposits may be applied to future reservations if requested.



TARBORO PARKS & RECREATION INDIAN LAKE SPORTS COMPLEX / MUNICIPAL STADIUM FACILITY RULES & REGULATIONS COVID-19 SUPPLEMENTAL

- i) Tournament Organizers and representatives thereof accept full responsibility for the actions and behaviors of their invited guests, athletes, spectators, and any other users of the complex during this rental period. If necessary, tournament officials understand and will take appropriate action to address and ensure that all rules and regulations are being followed and enforced for the safety of all. Tournament Organizers and their respective representative will adhere to and follow social distancing guidelines and protocols as prescribed and outlined in any and all documents hereof.
- ii) Teams and spectators will be instructed to utilize identified complex access gates and likewise identified exit gates to limit interaction between guests. Tournament organizers will monitor access and egress.
- iii) A minimum of 35 minutes between games will be afforded in the scheduling between all tournament games. (Pool Play, or Championship Games) This time period will be reserved for proper disinfecting and sanitizing procedures to be accomplished and subsequent egress of users from each field. No admittance to a field will be permitted until this process is complete and all prior athletes and spectators have cleared the field and spectator areas.
- iv) Access to the complex will only be for respective teams and staff playing at that time. Spectators/Teams waiting for their respective game time will be required to wait outside the confines of the complex until permitted in by gate monitors.
- v) Spectator and team areas will be clearly identified and monitored by representatives of the tournament organizer. If necessary these representatives will be responsible for addressing concerns regarding spectator limits/inappropriate behaviors and other situations that may arise with athletes and their guests to the complex.
- vi) Access to the office space and concessions areas of the complex will be restricted to Town of Tarboro staff members ONLY. If an emergency warrants the need for access to provide relieve or security, then access will be afforded.
- vii) Spectator Areas will be identified as the areas past the bleachers and down each foul line fence. Tents will be permitted, but must be properly secured. The area directly in front of access gates to each field is restricted, No spectators are to set up and watch from these areas. Access and egress from fields must remain unrestricted at all times. Social distancing rules are required in these areas by spectators. (see complex diagram provided)
- viii) Field bleachers and dugout areas are to ONLY be accessed by team staff, respective team athletes, and game staff. (see complex diagram provided)
- ix) Areas between fields, behind back stops and surrounding the complex offices will be identified as a NO GATHERING areas and monitored. Guests are permitted to freely pass through these areas but not gather or stop to watch games. These areas will be identified with signage. (see complex diagram provided)
- x) Tournament Organizer merchandise sales/vending WILL BE required to set up outside the confines of the complex in open spaces. Prior approval from the department must be secured prior to the sales of goods or merchandise on town property.
- xi) The Tournament Organizer will be afforded the opportunity to set up a (1) one Site Director Station inside the confines of the complex for the purpose of conducting tournament operations. This will be the sole responsibility of tournament organizer and the Town of Tarboro is not responsible for damage or loss.



Town of Tarboro
Parks and Recreation Department
 P.O. Box 220-500 Main Street
 Tarboro, NC 27886-0220
 Telephone (252)-641-4276, Fax (252)-641-4287
 www.tarboro-nc.com

HOLD HARMLESS/INDEMNIFICATION AGREEMENT

THIS HOLD HARMLESS/INDEMNIFICATION AGREEMENT made and given on _____, 202_, by _____ (Your Organizations Name "Host Organization") to Town of Tarboro, North Carolina, its elected officials, agents, and employees (collectively the "Town");

WHEREAS, "Host Organization" has requested permission to use property for the following purpose:

_____ (whether one or more, the "Activity"); and

WHEREAS, in order to induce the Town to permit "Host Organization" to use the Property for the Activity specified, the "Host Organization" has agreed to release, indemnify, and hold harmless the Town to the extent herein below provided.

NOW THEREFORE, in accordance with Town Ordinance Sec. 12-79.7, in consideration of being granted the right to use the Property, the "Host Organization" hereby agrees, at its own cost, risk and expense,

- (i) to defend any and all claims and all legal actions that may be commenced or filed against the town, its officers, agents, employees, or volunteers arising out of the alleged willful or negligent acts or omissions of the applicant, its officers, agents, or employees in connection with the proposed event;
- (ii) to pay any settlement entered into and satisfy any judgment that may be rendered against the town as the result of the alleged willful or negligent acts or omissions of the applicant, its officers, agents, or employees in connection with the proposed event;
- (iii) otherwise to protect, indemnify and hold the town, its officers, employees, agents, and volunteers free and harmless from and against any and all claims, damages, expenses, loss or liability of any kind or nature whatsoever resulting from the alleged willful or negligent acts or omissions of the applicant, its officers, agents, or employees in connection with the proposed event.

It is understood and agreed that the Town makes no representation or warranty, express or implied, that the Property is suitable, safe, or appropriate for the Activity and that the undersigned "Host Organization" assumes the risk of any loss, damage, or liability resulting from the use of the Property. The undersigned will not use or authorize anyone to use the Property for any activity except the Activity specified above except with the consent of the Town or its duly authorized representative.

It is further understood and agreed that if any term or provision of this Agreement, or the application thereof to any person, firm, corporation, or circumstance shall, to any extent, be deemed invalid or unenforceable, the remainder of this Hold Harmless/Indemnification Agreement, or the application of such term or provision to persons, firms, corporations, or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Hold Harmless/Indemnification Agreement shall be valid and enforceable to the fullest extent permitted by law.

The undersigned has carefully read this Hold Harmless/Indemnification Agreement and executes it voluntarily in his or her duly authorized, official capacity on behalf of the "Host Organization".

Date: _____

Name of "Host Organization"

Signature of "Host Organization" Representative