

**Town of Cornelius  
PARC Department  
2010 Facility Reservation  
Facility Use Agreement**

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The following rules and regulations apply to all facility reservations granted for the purpose of organized activities, league play, practices, clinics, and tournaments.

1. All facilities must be reserved a minimum of seven (7) days in advance and must be accompanied by full payment.
2. Reservation confirmations will be provided for each user group in advance of reservations. Confirmations must be present at time of use.
3. Full payment will be due at time of reservation confirmation.
4. "Blanket" reservations will not be accepted. All reservations must be fully utilized by user groups.
5. Cornelius PARC Department reserves the right to make necessary adjustments and to revoke reservations.
6. Each user group is responsible for pick-up and disposal of all trash associated with their designated facility reservations. User group agrees to pay the costs for any damages that must be repaired by Town or litter that must be removed.
7. The Town will drag fields bi-weekly and line soccer fields and outfields once per week.
8. Full service field preparation will be offered on a limited basis. Full service field preparation will include infield dragging and infield chalk lining. All requests shall be specified in writing on the Facility Reservation Request form.
9. In the event of inclement weather, field conditions will be assessed, and a final decision made by PARC Department staff. During weekdays, a decision will be made no later than 4:00 pm each day. For weekend activities, decisions will be made on a case-by-case basis. In the event that a group uses a field or fields during inclement weather conditions, and damages are incurred, the user group will be required to pay for the repair of all damages.

Inclement Weather Hotline: 704-896-2460 x 300

"Field Closed" signs will be posted when field conditions prohibit playing. **Fields should not be used when signs are posted. If field conditions become unplayable after a contest begins, or if signs are not posted, user group shall be responsible for canceling activities.**

10. PARC Department staff will coordinate and set field lighting schedules on a weekly basis. For the safety of park patrons and user groups, only trained personnel will operate light timers.
11. User groups agree to follow all PARC Department, Town of Cornelius, and Mecklenburg County ordinances, rules, and regulations.
12. User group agrees to share and review all rules and regulations with coaches, participants, and parents.
13. General rules:
  - Glass containers are not allowed in parks
  - Vehicles are not allowed on fields
  - Persons associated with activities are required to park in designated parking spaces at all times
  - NO food or beverages are allowed in gyms
14. Any improvements or alterations to fields must receive prior written approval from the PARC Department, and be inspected upon completion. (Example: addition of pitching mound)
15. User group representatives are responsible for the actions of participants, coaches, spectators, and volunteers, before, during, or after scheduled activity, while on Town property.

16. User groups are responsible for moving bases, pitching screens, or portable pitching mounds. Bases shall be located in existing field anchors only and must be anchored properly. Anchor plugs shall be inserted into all empty anchors after bases have been moved. Pitching screens and portable pitching mounds shall be moved by adults only and shall be removed from the field, and returned to an area outside of the fence line, at the conclusion of use.
17. User groups must provide in advance of use, and satisfactory to the Town, a valid certificate of insurance, including a minimum of \$1,000,000 in coverage per incident or occurrence. Please attach a Certificate of Insurance with this agreement.

To the extent permitted by law, each user group, its representatives, participants, coaches, spectators, volunteers, or anyone associated with its program, shall indemnify and hold harmless the Town, its agents, officials, employees, successors and assigns from and against all losses, costs, damages, liability and expense, settlement costs, professional fees, or any other expenses, including attorney's fees, arising from any accident or other occurrence resulting in bodily injury, including death, sickness, disability, or disease to any person resulting in any property damage or destruction arising from any action of any kind associated with or arising out of connection with the use of these Town facilities, to this agreement and / or performance there under, by the representatives, participants, coaches, spectators, volunteers, or agents of the user groups. User group representatives further agree to investigate, handle, respond to, provide defense for and defend incidents at own expense while agreeing to bear all costs and expenses related thereto. The user group's duty to indemnify the Town, its agents, officials, employees, successors, and assigns shall survive the expiration or other termination of this agreement.

**ADDITIONAL RULES AND REGULATIONS APPLICABLE TO TOURNAMENT REQUESTS**

1. All requests for tournament play will be evaluated on a case-by-case basis. Facilities are provided for the citizens of the Town, and will be available for non-resident tournament play on a limited basis.
2. Groups requesting facilities for the purpose of tournament play will be required to meet with PARC Department staff to provide detailed plans pertaining to facility use, tournament schedules, parking plans, field preparation, facility and restroom clean-up, and inclement weather plans.
3. If tournament plans are authorized by PARC staff, tournament providers shall sign a Letter of Agreement detailing their responsibilities.
4. In addition to applicable Fees and Charges, tournament provider will be required to pay for on-site staff provided at the discretion of the PARC Department, and will also be subject to a security deposit. The fee charged for on-site staff will be determined based upon an hourly rate and the amount of the deposit will be determined based on the size of the event and the number of facilities scheduled for play.
5. All other rules and regulations contained herein will apply unless otherwise addressed within the tournament Letter of Agreement.

As an authorized representative of \_\_\_\_\_, I hereby acknowledge that I have read this agreement, understand its meaning and purpose, and agree to the same on the part of the user group, to all of the aforementioned rules and regulations.

User Group \_\_\_\_\_

By (Authorized Representative) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_

PARC Athletic Supervisor _____	Date _____
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