



PARKS AND RECREATION DEPT.

www.cityofpearsall.org – 830.334.2781

(830) 334.3676 – 215 S. ASH STREET

PEARSALL, TEXAS 78061



Dear Tournament or Event Director

The City of Pearsall Parks and Recreation Department would like to welcome you to our facility and wish you success in your upcoming tournament or event. In an effort to help you with your season we would like you to read the following in it's entirety and complete the following packet.

Of course, in order to have a successful tournament some simple guidelines and rules must be followed by you, your staff and the participants. Besides following our Ordinance (this may be available to you upon request) we ask you to abide by some simple rules to ensure a fun and safe tournament or event.

Upon receiving this packet, you may want to schedule an appointment with the Parks and Recreation Director to discuss what type of tournament or event you are having, the amenities that you need, and what type of services you need in order to assure you have a successful tournament or event.

Enclosed in this packet are a list of rules and requirements, an application for Permit and waiver, a Fee Schedule, a Facility Rental Worksheet that lists the costs of amenities and services, and our requirements for insurance.

We look forward to working with you and wish you success on your season.

Sincerely,

Ramiro Otero

Director of Parks and Recreation

(830) 334-3676, 215 S. ASH STREET, PEARSALL, TEXAS 78061

1. **Application** – All tournaments and events must have a complete application and be approved by the City Manager at least 30 days prior to the event. Deposit must be made at the time of the reservation and final payments are due 3 working days prior to the event. All applications must sign the hold harmless on the permit form for the application process to be completed.

2. **Insurance** – Evidence of **General Liability Insurance Coverage** in the amount not less than \$1,000,000.00 combined single limit bodily and property damage **for each occurrence**. The following items are REQUIRED and must be included on the Certificate of Insurance to demonstrate the appropriate insurance covered:

a. **List as Certificate Holder**

City of Pearsall, its agents, representatives, officers, directors, officials, and employees are additional insured's”.

b. **Must include City of Pearsall as second insured and certificate holder with the address of City of Pearsall, 215 S. Ash Street, Pearsall, Texas 78061.**

3. **Deposit** – To hold your date for a tournament/event, a \$100.00 deposit will be required.

4. **Cancellation** – All tournament and event functions will be canceled without the completion of the application with signed disclaimer, Certificate of Insurance and payment of the facility. While every effort will be made to accommodate your event, the Parks Dept. has the right to cancel the event at any time based on inclement weather, local emergencies or any other reason that may jeopardize the participants or violate any requirements regarding the event.

5. **Extra Services** – If your tournament or event is going to have over 500 people in attendance, a security officer(s) will be needed according to the City Ordinance.

6. **Alcohol** – Absolutely no alcohol will be allowed in the park area, this infraction may result in the loss of privileges at the facility.

7. **Smoking** – There is **NO SMOKING** allowed in any park area, including the parking lots.

8. **Pamphlets**, handbills, or advertising material of any kind may not be posted, placed, or distributed at the athletic fields unless written permission is granted by the Parks and Recreation Dept.

HOLD HARMLESS AGREEMENT

(830) 334-3676. 215 S. ASH STREET, PEARSALL, TEXAS 78061

Certificate of Insurance: Needed _____ On File _____ Completed _____

City of Pearsall Parks and Recreation Department, 215 S. Ash Street, Pearsall, Texas 78061
Phone 830.334.2781 Fax 830.334.4750 E-mail rotero@cityofpearsall.org

INFORMED CONSENT AND RELEASE: I, the undersigned, in consideration of my request (and, if granted, permission) to rent and/or use City of Pearsall Parks and Recreation Department (COPPRD) facilities, buildings and parks (the Premises) assume full responsibility for all risk of damage, personal injury or loss of property that may result from my use/occupancy of the Premises to the fullest extent permitted by law.

I ALSO AGREE TO DEFEND, INDEMNIFY, HOLD HARMLESS, RELEASE AND FOREVER DISCHARGE COPPRD, its respective officers, employees, independent contractors and other agents and representatives, past and present, from any alleged negligence, wrongful conduct and all claims and demands of any nature whatsoever, which the undersigned, any third person, or any persons acting on their behalf, have or may have against the COPPRD by reason of any accidents, illness, injury to or death of any person(s), or damage to or loss or destruction of any property arising from on resulting directly or indirectly from the use or occupancy of the Premises. The terms of this release will serve as a release and express assumption of risk for my executors and administrators and for all of my family members and anyone else acting on my behalf or with my permission. I understand and agree that to the best of my knowledge, I have no medical, physical, mental or emotional health condition that would affect or hinder my use/occupancy of the Premises. I further represent and warrant that if I am signing this on my behalf of an organization, that I have the full authority to bind the organization to the terms of this agreement.

As applicant, I agree to abide by the rules and regulation of COPPRD, the State of Texas and any other local ordinance or regulation that may apply to my use/occupancy of the Premises. I accept full responsibility for any breakage or damage the Premises and for the conduct of those attending. I know and understand all COPPRD rules and regulations that apply to the intended use/occupancy, of the Premises and understand that any failure to comply may result in cancellation of the right to use the Premises. I further understand that this reservation is not complete and binding until fees and deposit are paid in full and all information requested is submitted, including a signed copy of this Agreement. Notwithstanding, my use or occupancy of the Premises shall constitute and will be deemed my acceptance of this Agreement.

I have carefully read this facility use agreement and understand its terms, including the advance release and express assumption of the risk of harm recited above. I understand that the use of the Premises may involve the risk of harm to persons and/or property and that with this knowledge; I assume all risk associated with my use/occupancy of the Premises.

CONSENT AND RELEASE FOR MAKING AND USE OF VIDEO TAPE/PHOTGRAPH FOR PRINT AND INTERNET USE: In consideration for being a participant in the programs offered by the City of Pearsall. I hereby consent and grant to the City of Pearsall the right, without fees, to make and use video tape recordings/still photographs of me, my minor children, and/or dependents in my care, in any manner or form and for any lawful purpose at any time. I waive any right that I may have to review or approve the finished product, or the use to which it may be applied. I release and discharge the City of Pearsall and its employees from any liability to me, my children and/or dependents in my care by virtue of any representation that may occur in making, editing or use of said video tape recordings/still photography.

Acting as the director of this tournament/event/practice, I assume responsibility for the conduct and actions of all participants. All information provided on this sheet is valid and verifiable.

Print Name Legibly _____

Agreed & Accepted _____ (signature) Date _____

(830) 334.3676, 215 S. ASH STREET, PEARSALL, TEXAS 78061

FIELD #1 BASEBALL

BASE PADS – 90'
HOME RUN FENCE – 320'
FOUL POLES – 310'
PITCHING PAD – 60'6"

FIELD #2 BASEBALL/SOFTBALL

8U – 12U BASEBALL

8U – 18U SOFTBALL

BASE PADS – 60'
PORTABLE FENCE 200'
FOUL POLES – 190'
PITCHING PAD – 46'43'40'35"

FIELD #3 SOFTBALL

8U – 18U

BASE PADS – 60'
PORTABLE FENCE 200'
FOUL POLES – 190'
PITCHING PADS – 46'43'40'35"

CO-ED/MENS

BASE PADS – 60'
PITCHING PADS – 35' – 53'
HOME RUN FENCE – 300'
FOUL POLE – 295'

Thank you for your interest in renting City of Pearsall Parks and Recreation Department sports facilities. When an organization rents Parks Department facilities it is required that a certificate of insurance is on file at the Parks Department office, with the endorsement page attached. The certificate must carry a minimum liability of **\$1,000,000.00** per occurrence, a 30-day cancellation clause, and the endorsement page attached with the City of Pearsall Parks and Recreation Department named as the additional insured. You should contact your insurance agents and have the certificate and endorsement page mailed, faxed, or e-mailed to my attention.

Please remember that without a current certificate on file, use of the City of Pearsall Parks and Recreation Department facilities is not allowed.

If you have, any questions please feel free to contact me at (830) 334.2781 or email me at rotero@cityofpearsall.org or fax (830) 334.4750.

Sincerely,

Ramiro Otero
Director of Parks and Recreation
City of Pearsall
215 S. Ash Street
Pearsall, Texas 78061
Phone: (830) 334-2781
Fax: (830) 334.4750
E-mail: rotero@cityofpearsall.org

DEFINITION OF TERMS

A. Affiliate(s) – is defined as a non-profit organization that has met specific criteria, has successfully completed the City of Pearsall Non-Profit application process, and has been approved by the Parks Director to partner with the City.

B. Age division(s) - a sub division of a sport league defined by age requirements and or restrictions.

C. Parks and Recreation Director – The Director of Parks and Recreation Department or his/her designee.

D. Facility Signage Guidelines – The Parks and Recreation Department regulation that defines what is and not acceptable in relation to any notice bearing a name, logo or advertisement that is displayed or posted at facilities for public view.

E. Non-profit youth organizations – is defined as groups or organizations comprised of youth 18 yrs. and younger, maintain a non-profit status as defined by the Internal Revenue Service, and have documentation confirming their 501 ©(3) status. Organizations shall be comprised of all volunteers with no paid board members, officers, administrators, program managers, or coaches at the local level.

F. Non-Resident – is defined as an applicant or organization who does not live within the boundaries of the City of Pearsall, or does not attend a school within the City of Pearsall.

G. Primary Season – the sport season which takes precedence over another sport season in the event there is a conflict with scheduling or any other matter that could lead to a dispute. The primary seasons are as follows for the listed sports leagues – Soccer and Football, September thru November; Baseball and Softball, March thru the first two weeks in December.

H. Residency Requirements – criteria used to distinguish an individual as a resident or non-resident.

I. Resident – is defined as an applicant or organization that lives within the boundaries of the City of Pearsall, or attend a school within the City of Pearsall.

FACILITY SIGNAGE GUIDELINE

The City of Pearsall Parks and Recreation Department will allow signage that meets the goals, mission and philosophy of the City of Pearsall to be installed at facilities permitted, assigned or provide to affiliates under the following terms:

- **Signs/Signage.** A notice bearing a name, logo or advertisement that is displayed or posted for public view. Signage includes but is not limited to banners, scoreboards, sponsorship signs.

1. The City shall have the right to approve all signage, including location, advertisers and message on said signage placed on city property.

2. Sponsorship signs of an advertising nature may be mounted on athletic field fences of those fields assigned to affiliate only during the period of their primary season. All signage must be removed within 7 calendar days of the completion of that season.

3. No sign may extend the height and width dimension of the fence.

4. Signs are to be maintained so as to present an aesthetically pleasing appearance. All signs are to be secured to the fence in a manner that does not damage the fence fabric, support poles or fence surface.

5. Damaged or loose signs are to be repaired, replaced or removed immediately by the affiliate. Should it be necessary for the City to advise the affiliate of the needs to address sign damage, the affiliate shall effectively address the sign condition within 3 calendar days or the City shall retain the right to remove the sign in question.

6. An affiliate using the facility such as an athletic field, concession stand/broadcast, must submit a proposal for placement of banners, scoreboard or other similar signage to the Parks Director. Said proposal shall clearly outline the purpose, design, size, appearance, advertising message, mode of operation and maintenance and desired placement location of the sign. The location of the signage shall not interfere with designed purpose/operation of facility.

a. If approved, all construction, operation and maintenance cost shall be the responsibility of the affiliate. The signage shall be constructed and maintained in a manner that maintains the aesthetics and integrity of the facility. The signage shall in no way have a negative impact on any mechanical or structural operation of the facility. The City retains final approval rights of the size, shape, scope, and location of any sign.

b. The signage may include sponsorship advertising, however, the advertising shall not exceed 10% of the total square footage of the sign.

c. Any damage to facility caused by the signage during construction, operation or maintenance shall be repaired by the City at the affiliate's expense.

7. Approval for placement of any signage does not denote any form of ownership or "exclusive rights" at or to the facility by the affiliate. Items such as scoreboards must be available for share use with the city.

| EXISTING AFFILIATE STATUS | | | |
|---|-----------------------|--------------------------|-------------------|
| APPLICATION INFORMATION | | | |
| Name of Organization: | | | |
| Representative Name: | | Phone#1 | Phone #2 |
| Business Address | | | |
| City: | | State: | Zip Code: |
| Email: | | Fax: | Year Established: |
| IRS Tax ID# | | | |
| Website url: | | | |
| LEAGUE INFORMATION | | | |
| Organizations Mission Statement: | | | |
| Insurance Policy# and expiration date (attach Certificate copy): | | Number of Participants: | |
| | | | |
| SUPPLEMENTAL CHECKLIST | | | |
| Existing By-Laws | List of Board Members | Certificate of Insurance | Copy of 501©(3) |
| SIGNATURES | | | |
| I authorize the verification of information provided on this form and have provided supplemental documentation to assist with the verification. | | | |
| | | | |
| Signature of applicant: | | | Date: |
| | | | |

League Representative Name

Phone Number

League Name

Address

League President Signature

Date

****THIS APPLICATION TO BE FILLED OUT BY REQUESTING ORGANIZATION AND
SUBMITTED WITH REQUIRED DOCUMENTATION**
IF ORGANIZATION MEETS THE NON-PROFIT STATUS**



Sports Complex Fees

| | |
|---|---|
| Field 1 for one (1) day | \$120.00 |
| Field 1 for two (2) days | \$240.00 |
| Field 2 for one (1) day | \$120.00 |
| Field 2 for two (2) days | \$240.00 |
| Field 3 for one (1) day | \$120.00 |
| Field 3 for two (2) days | \$240.00 |
| Field 4 for one (1) day | \$120.00 |
| Field 4 for two (2) days | \$240.00 |
| All 4 Field for one (1) day | \$480.00 |
| All 4 Field for two (2) days | \$960.00 |
| Electrical Usage | \$5.84 (minimum 3 hours) Per Field <u>\$70.08</u> (4 fields at 3 hrs each) |
| Concession Stand | \$50.00 |
| Refundable Clean-up/Damage Deposit | \$100.00 |
| Total for 4 Fields, Concession, Electrical, Dep. 1 (one) day | \$700.08 |
| Total for 4 Fields, Concession, Electrical, Dep. 2 (two) days | \$1,400.16 |

**Any Electrical Paid and not used will be refunded with the deposit.
In order for the deposit to be refunded the restrooms must be cleaned, trash cans emptied, all trash
picked up, blow down of stands.**

