



City of Myrtle Beach

Cultural & Leisure Services Department – Recreation Division **Athletic Fields Reservation Policy – Effective May 12, 2009**

The primary use of the athletic fields and facilities is to meet the recreational needs of the citizens of Myrtle Beach. In this context "recreational need" encompasses City Recreation team practice, games, and Little League or South Carolina Recreation and Parks Association play-offs in which City teams are eligible to compete and other uses as deemed necessary by the city.

To the extent that the primary need is satisfied, these fields and/or facilities may be reserved pursuant to a reservation agreement to enhance the City's Sports Tourism Initiative.

The City Manager may provide additional City Services or other incentives as necessary to secure events with a particular significant economic impact.

With respect to athletic field rentals (excluding Doug Shaw Memorial Stadium):

- Existing reservation agreements are subject to cancellation in year 2 of a multi-year agreement if a promoter does not use at least 90% of the capacity of the fields and/or facilities rented in year 1. Capacity is defined as 6 games or events per reserved field per day beginning on the first full day of competition.
- Unless such agreements are cancelled pursuant to the above, existing field rental and facility use agreements as of the date of approval of this resolution will be honored.
- Rental deposits will be charged at the rate in effect according to city ordinance at the time of approval. Rental fees will be charged at the rate in effect according to city ordinance at the time of the event.
- The City will discontinue the practice of allowing promoters to reserve fields for two year periods, except through the bid procedure outlined below.
- Beginning April 1, 2010, and annually thereafter, the City will solicit bids for field rentals/reservations for available dates in 2011 and annually thereafter (see Attachment 1).
 - Bid awards shall be based upon the projected net economic impact of the event described in that bid, as well as the documented track record of the event organizer and, if possible, the event itself.
 - Bids shall generally be awarded on an annual basis, although a one-year extension may be granted at the discretion of the City Manager to allow for the planned growth of new events, or the demonstrated economic impact of existing events requiring a multi-year commitment. City Manager may also allow events with a large economic impact to book more than two years out.
 - All organizations securing bids under this proposal will be required to limit any related accommodations marketing to properties within the City limits, except in such cases where an organization other than the City bears a significant portion of the costs associated with the event and/or has recruited the event to the area. These organizations will also be required to document the actual economic impact of the event by use of a survey or questionnaire administered to all attending teams.
- The individual or organization who last had used that date the previous year shall be given the first right of refusal to reserve any dates not reserved through the bid process. In the event that the date was not used in the previous year, or the person or individual who has first right of refusal chooses not to exercise that right, recreation staff shall notify all event promoters then having a field reservation. The reservation shall be made on the basis of the projected economic impact of the proposals received from these parties for the date in question.

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY) ATHLETIC FIELDS RESERVATION AGREEMENT
CITY OF MYRTLE BEACH)

This “RESERVATION AGREEMENT” made this _____ day of _____, 20____, between the City of Myrtle Beach hereinafter called “CITY” and _____ hereinafter called “LESSEE”. This agreement may not be modified in anyway.

Rental Information:

Rental Date (s): _____ Times of Use: _____

Field (s) Requested: _____ Total # of Fields: _____

Site (s) Requested: _____

Tournament Information:

Name of Tournament: _____ Youth or Adult: _____

Estimated Attendance (Number of teams/spectators): _____

Special Needs or Equipment Request: _____

(To be completed by City of Myrtle Beach Employee.)

FACILITIES RESERVED: The city grants to the host permission to use the following fields, on the following dates and times:

Facility: _____ Fields: _____ Date: _____ Times: _____

Facility: _____ Fields: _____ Date: _____ Times: _____

SECTION I

TERM OF FACILITY USE: Reserved use of the facilities shall be only on the above-specified dates and times. Any other use is first come, first serve on unprepared facilities only, subject to any city use or prior reservation. The city’s designee will allow and post prior usage required as a result of circumstances beyond the lessee’s control with consent. Also, the city reserves the right to reallocate fields to tournament directors in order to maximize field usage.

SECTION II

DEPOSITS & CANCELLATIONS: Lessee agrees to pay 50% (\$62.50) of field rental per field per day as a deposit for each activity, event, etc. or date (s) requested. This deposit must be included with the signed “Reservation Agreement” for the City’s designee to schedule activity, event, etc. If the total fees included in

this agreement are paid in full when the agreement is submitted, the deposit is nullified. Tournament directors can cancel tournaments 90 days before event date and receive a full refund of deposit. If tournament director cancels 89 days or less before event date, the deposit is non-refundable.

SECTION III

SCHEDULE CHANGES: After the requested dates have been approved or amended as needed, the lessee must submit to the city's designee at **least five days prior** to the first activity, event, etc. a **schedule** to include actual dates and times. The city's designee reserves the right to deny or adjust requests for certain facilities if it's in the best interest of the city to do so. **Reservation dates cannot be sublet or sold.**

SECTION IV

PAYMENT OF FEES: Payment of all fees included in this agreement is due by NOON on Friday before the activity, event, etc. This payment is estimated costs minus the required deposit. If after the event a balance remains, this balance (or refund) will be billed (or refunded) accordingly. Payment must be received within 30 days of the billing date. Failure to comply will result in forfeiture of any future agreements and loss of facility use privileges.

SECTION V

RENTAL FEES: Facility rental fees are as follows. **(Must check one)**

Field Rental per hour:

\$30.00 per field – City Resident _____

\$50.10 per field – Non City Resident _____

Field Rental per Day:

\$125.00 per field _____

(Field Rental rates will increase to \$150.00 per field per day as of July 1, 2010 as per city ordinance.)

Definitions:

City Residents live inside the city limits of Myrtle Beach. Be prepared to show proof of residency with a valid driver's license.

SECTION VI

CONCESSIONS & GATE ADMISSION: The city will provide all concession sales for food and beverages for all athletic field rentals. **Personal coolers are not allowed in the athletic complexes.** The city will collect and retain all gate admission fees for entry into the complexes.

Concessions & Gate will not be provided/collected at Field 7 or the YMCA Soccer Field.

SECTION VII

NOVELTIES, T-SHIRTS, PROGRAMS, TEAM PICTURES, AND OTHER SALES OR SERVICES

FOR SALE OR GIVEWAYS: In the event the lessee requests vendor privileges for T-shirt sales, novelties, etc. the lessee must comply with all licenses and laws set forth by the city. The lessee must complete the **HOSPITALITY ACCOUNT SETUP FOR CITY VENUE** form (see schedule B) and return it along with the Reservation Agreement.

SECTION VIII

PARKING: The city reserves the right for all parking in and around city maintained facilities to be used for the lessee’s activities, events, etc. These rights may be transferred or sold to the lessee if both parties agree to terms. *There is to be no parking on grass areas. (i.e.: No parking on the grassy area between fields 1&2 or outfield area of fields 5 & 6)*

SECTION IX

SERVICES AND EQUIPMENT PROVIDED: The city will provide trash pick up and cleanup of restrooms prior to the activity, event, etc. and once each of the activity, event. (Schedule D provides lessee with a written copy for the schedule of times in which press boxes will be unlocked, restrooms cleaned/checked, etc.) The city provides portable toilets free of charge at the Ned Donkle Complex & the Former Air Force Base, which are serviced twice weekly. *If additional toilets and/or additional service are required, it will be paid by the lessee. The city must be notified 2 weeks in advance to make the necessary arrangements for delivery. Portable toilet contract will bill the City and the City will bill the lessee.*

SECTION X

PREPARATION OF FACILITY: For Natural Grass Fields - The city will prepare the facility ONCE (cut grass, fields drug, lines etc.), if requested, up to within one (1) day prior to the activity, event etc. at no additional charge if fields are rented for the day. **The following fees apply to:** hourly rental requests, additional preparation (other than once per day), or if the lessee requests lines to be painted out of season or where there are none. **(CHECK IF ADDITIONAL MAINTENANCE IS REQUIRED)**

Softball/Baseball Field:	\$25.00 per field	_____
Football/Soccer/Lacrosse Field:	\$250.00 per field for grass fields	_____
	\$540.00 per field for synthetic turf fields	_____
Facility Rental Only:	\$0	_____
No Additional Preparation required		_____

**Staffing fees for additional preparation is required as follows: (MUST CHECK ONE IF REQUESTED)
(MINIMUM 3 HOURS FOR 2 PEOPLE)**

Mon. – Thurs. 7am – 3pm, Fri. 7am – 10am	\$20.00 per hour/per person	_____
Overtime (Times not included above)	\$30.00 per person/per hour	_____
City Holidays	\$50.00 per person/per hour	_____

SECTION XI (TO BE COMPLETED BY CITY STAFF)

CLEANUP: For activities, events, etc. that attracts more than 1000 attendees or 70 teams, a \$200-\$1200 per site cleanup fee will be assessed.

Cleanup Fee Required:	_____
Cleanup Fee Not Required	_____

SECTION XII

FACILITY LIGHTING: The city will provide the field lighting at no additional charge when the fields are rented at the daily rate. **LIGHTS ARE TO BE TURNED ON BY LESSEE.**

For hourly rentals, the following fees will be required: (MUST CHECK)

Youth Fields (Baseball/Softball)	_____		
\$5 per hour			
Adult Fields (Softball)	_____	No Lights	_____
\$9 per hour		\$0	
Football/Soccer/Lacrosse Fields	_____		
\$12 per hour			

SECTION XIII

PRESS BOXES: The city will provide use of press boxes at no additional charge when fields are rented at the daily rate. Scorekeepers and/or clock operators are not provided by the city.

For hourly rentals, the following fees are required: (MUST CHECK)

Press Box	\$25 per field	_____
No Press Box		_____

There will be \$200 clean up fee if press boxes are not cleaned at the end of use.

SECTION XIV

OTHER SERVICES, EQUIPMENT, ACCESSORIES AND SUPPLIES: Public address systems and scoreboards that are normally housed at each facility may be used by the lessee at no charge if the “Press Box Fee” has been paid or if the fields have been requested for the day. If these accessories are not normally housed by the facility or if the host has any other additional service or supply requests for use in the activity, event etc., the lessee shall assume responsibility for providing those services and supplies, which must be approved by the City prior to delivery or placement. The city reserves the right for selecting the location of all equipment and areas of services listed above. Examples of these services and equipment include but are not limited to portable toilets, novelty stands, TV cameras, antennas, ticket booths, tents, bleachers, etc. **The City of Myrtle Beach is not responsible for lost or stolen items.**

SECTION XV

FACILITY USE: *Please note: Pets are not allowed at the City of Myrtle Beach’s athletic complexes. Personal Coolers are not allowed at the City of Myrtle Beach’s athletic complexes. Concessions are available.

Fields may not be used when:

- Water is standing on the fields.
- Soil is wet and soggy on Natural Grass fields.
- Steady Rain is falling.
- A lightning/electrical storm is occurring
- Play would result in damage to the field(s). (GROUPS WILL BE FINANCIAL HELD RESPONSIBLE FOR DAMAGES)

SECTION XVI

DEFACEMENT OF FACILITY: Lessee shall not injure, mar, nor in any manner deface the facility or any equipment contained therein, and shall not cause or permit anything to be done whereby the facility or equipment shall be in any manner injured, marred, or defaced; and will not drive or permit to be driven nails, hooks, tacks, or screws into any part of the facility or equipment contained therein and will not make or allow to be made any alterations of any kind to the facility. **Lessee shall not drive, nor permit anyone to drive, any type of motorized vehicles on playing fields.** The lessee agrees to pay the cost of repair for any above mentioned facility damage within 30 days after notification of billing.

SECTION XVII

INSURANCE: Lessee agrees to provide ten (10) days prior to the first day of the activity, event, or etc. a public liability insurance policy in a form acceptable to the city in which **the City of Myrtle Beach is named “ADDITIONAL INSURED”, with a minimum policy limits of \$1,000,000 (One Million Dollars) combined single limit for bodily injury and property damage.** (See schedule C for Sample) Said policy will provide the city with (30) thirty days advance notice of coverage cancellation, or policy renewal, except in the case of non-payment of premium. **Insurance must be received (10) ten days prior to activity, event, etc. If insurance is not received on time, the city reserves the right to cancel the activity, event, etc.**

SECTION XVIII

INTERRUPTION OR TERMINATION: The city reserves the right to terminate activity, event, and etc. prior to or interrupt and/or terminate the activity, event, etc. if the lessee fails to abide by the terms contained herein or in the interest of public safety or for any reason.

SECTION XIV

COMPLIANCE WITH LAWS AND REGULATIONS: The lessee, its employees, agents and invites, will comply with all laws, ordinances, and regulations adopted or established by any Federal, State or Local Government Agencies or bodies; and by all facility rules and regulations as provided by the City. Activities in violation of Federal, State, or Local Laws shall not be permitted. (See schedule D for Rule Sheet)

SECTION XX

TOBACCO & ALCOHOL: City Recreation Facilities are to be tobacco and alcohol free zones. The sale and use of tobacco products and alcoholic beverages is prohibited on recreation facilities for all activities, events, etc.

SECTION XXI

EXCLUSIVITY & ORDER OF USE: The city has priority on all dates of play and reserves the right to schedule play on all city maintained facilities for its own program needs at any time throughout the year.

This means that Tournament Directors may have to adjust brackets to accommodate city league youth team practices. We will attempt to accommodate city youth practices on non-rented fields first. We will require city youth coaches to give at least 72 hours (3 days) notice when scheduling weekend practices.

FRIDAY EVENING FIELD USE: The city will reserve use of (7) seven of our (13) thirteen ball fields on Friday evenings during the City’s baseball and softball season. The City will reserve the fields needed for our programs. Tournament Directors will have access to the remaining fields.

SECTION XXII

OWNERS ABSOLUTE RIGHT OF ENTRY: City staff and/or the city's designee reserve the right to enter the facilities being used by the lessee at any time during the term of agreement when deemed necessary by the city's designee. Failure to allow city staff access to the facility during the term of agreement will result in the lessee's loss of privileges for future rentals and terminate any future agreement between the city and lessee. Damages for interruption of the event for any reason shall be limited to the refund of the reservation fee.

SECTION XXIII

RELEASE, HOLD HARMLESS, INDEMNIFICATION AND DAMAGES: With respect to the LESSEE, team members, the organization, officials, agents, employees, volunteers, contractors, or those who act on the LESSEE'S behalf in any authorized capacity (hereinafter LESSEE):

- a. The LESSEE is informed of risks and obligations in use of this facility, and or valuable consideration received in the granted use, the LESSEE agrees to assume and fully to take on to itself all of the risks and responsibilities in any way arising from, or associated with its participation in the use, and
- b. The LESSEE does release the City from any and all claims, demands, suits, judgments, damages, actions and liabilities of every named and nature whatsoever, including attorney's fees and costs, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that the LESSEE may suffer at any time arising from or in connection with participation in the facility use, including personal injury, commercial injury or harm or damage to any property or person.
- c. Further, as to non-parties to this agreement, LESSEE further agrees to protect, defend, indemnify and hold the City free and harmless from and against any and all losses, fines, penalties, damages, settlements, costs, charges, professional fees or other expenses and liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of the use of the facility.
- d. LESSEE further agrees to investigate, handle, respond to, provide defense for and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto. In specific reference to the above, the LESSEE agrees to assume legal defenses, and vigorously defend upon actual notice of claim or suit, and in doing so, completely indemnify the City from any loss including any damage model or attorneys' fees and cost, and hold harmless the City from and against any and all liabilities.
- e. In the event a claim or a suit is made against the City or those who act on its behalf, arising from the LESSEE'S use of the facility, the same shall be transmitted by City immediately, and the LESSEE has the immediate and absolute duty to defend the claim or suit, even if it is groundless, false or fraudulent, so that the City may not incur attorney's fees and costs arising from the claim or suit of non-parties. Should the City incur attorney's fees or cost, the LESSEE shall make the City whole upon demand.
- f. This promise binds heirs, executors, administrators, legal, representatives and assigns of the LESSEE and its individual members, and survives this agreement for the length of time necessary under the applicable statute of limitations relating to any claim, suit or cause of action. This hold harmless, indemnification, and duty to defend shall be governed for all purposes by South Carolina law, without regard to such law on choice of law.
- g. Within the time as may be provided by law to answer or defense of any filed claim or proceeding, but no later than thirty (30) days after the City receives notice of the commencement of any action or other proceeding in respect of which indemnification or reimbursement may be sought hereunder, the City shall notify the LESSEE. If any such action or proceeding shall be brought against the City and be transmitted to the LESSEE, the LESSEE shall, within thirty (30) days acknowledge in writing its receipt of such notice from the City, and shall acknowledge and confirm the LESSEE'S obligation to hold harmless, indemnify, assume and the defense, and it shall be obligated to assume the defense of such action or proceeding with counsel chosen by the LESSEE.
- h. Notwithstanding the foregoing, the City shall have the right to employ separate counsel at the City's sole cost and expense and to control its own defense of such action or proceeding if, in the reasonable opinion of counsel to the City, (a) there are or may be legal defenses available to the City that are

different from or additional to those available to the LESSEE and which could not be adequately advanced by counsel chosen by the LESSEE, or (b) a conflict or potential conflict exists between LESSEE and the City that would make such separate representation advisable.

- i. The LESSEE shall not, without the prior written consent of the City, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding to which the City is a party unless such settlement, compromise or consent includes an unconditional release of the City from all liability arising or potentially arising from or by reason of such claim, action or proceeding.
- j. Notwithstanding any other provision contained herein, the facility use may be terminated upon LESSEE'S failure to honor this, or other indemnification, hold harmless or duty to defend obligations due and owing to the City, arising from the use of the facility.
- k. This agreement shall be governed by and construed in accordance with the laws of the State of South Carolina and any action of whatever nature arising from its terms or the performance of either party shall be brought in the state court in Horry County or the federal court in Florence, South Carolina.

SECTION XXIV

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and dated the day and year first written above.

LESSEE:

By: _____ Date: _____

WITNESS:

By: _____ Date: _____

CITY:

By: _____ Date: _____

WITNESS:

By: _____ Date: _____