



## Parks and Recreation *Facility Use Agreement*

This agreement sets forth the terms and limits associated with the use of Pascagoula Parks & Recreation Department athletic facilities. The terms of this agreement are not subject to alteration and must be signed annually by both the league/association president and the Parks and Recreation Director, or designee, before any use will be assigned.

**Facility Requested** \_\_\_\_\_

**Date(s) Requested** \_\_\_\_\_

**League/Association Making Request** \_\_\_\_\_

### League Responsibilities/Guidelines

1. The league will furnish the Pascagoula Parks & Recreation Department (PPRD) with a copy of all rosters (to include name, address, phone #) of all participants two weeks prior to the start of the season.
2. The league will charge non-residents, who do not own real property in the City of Pascagoula, an additional fee equal to 50% of the regular registration fee. This additional fee will be paid to PPRD when the rosters are turned in, prior to the start of the season. It will be necessary for non-residents, who own real property in the City of Pascagoula, to furnish their most recent tax receipt to verify such ownership and a copy of that receipt must be made available to the PPRD when the rosters are submitted.
3. The league will be responsible to verify proof of residency or land ownership for each participant. This is to be accomplished by the resident providing a utility bill in their name and address.
4. The league will furnish PPRD with a copy of the league officials contact list before registration and a coach's contact list two weeks prior to the start of the season.
5. The league will furnish PPRD with a copy of their constitution/by-laws, a copy of their playing rules for all ages before this agreement will be executed. If at any time rules or by-laws are changed a copy must be provided to PPRD.

6. The league shall notify PPRD of all registration dates, times, etc. at least two weeks prior to the start of registration. All schedules (practices, games, tournaments, etc.) shall be provided to PPRD as soon as they are available. Any changes made to the schedule must be provided in writing to PPRD.
7. Team practices at facilities must be scheduled by the league. Schedules for practices, special events as well as team pictures must be provided to PPRD.
8. The facility listed above will be unlocked and secured by a league representative anytime there is a practice, game or tournament scheduled. This includes restrooms and gates.
9. The league shall be responsible for all daily clean up of concession areas, storage facilities, etc. The city's cleaning contractor will clean the restrooms on planned rotation. The cleaning contract has specific dates for each facility. PPRD will clean the restrooms during the week after the contract dates are complete for the season. The league will need to clean the restrooms on the weekends or for special events. The league must also maintain their own cleaning supplies with the exception of paper towels and toilet paper for the restrooms.
10. The league will provide at least two work days per season of play where painting, pressure washing, fence repair, goal anchoring, net install/repair, and other maintenance work is performed by league volunteers. The league will notify the Athletic Director of the work days and the materials needed to perform the work in a timely manner so the City can purchase the materials.
11. The league shall report any maintenance problems to PPRD the morning after the problem was noted by the league. PPRD will then place a work order for the problem to be corrected as soon as possible.
12. All changes or improvements made to the facilities must be requested in writing and approved, prior to any action being taken by the league, by the Parks & Recreation Director.
13. The league will handle all disciplinary problems in the manner prescribed by their by-laws. Any disciplinary problems involving fighting or physical altercations, or anytime the police are called, the league must notify the PPRD in writing within 48 hours of the incident.
14. The league shall provide an annual financial statement from their previous season along with a budget for the upcoming season to the PPRD upon execution of this agreement. The statement/budget should be approximately one page in length and outline the revenues and expenses in general categories. Specific items, expenses or revenues should not be included.
15. The league shall maintain accident insurance for participants. The league will report all accidents or injuries requiring medical assistance to the PPRD in writing within 48 hours of the incident.
16. All signs to be placed on fences or buildings must meet the city ordinance and be approved by the PPRD.
17. In the event of inclement weather the PPRD will make the determination of unsafe or unplayable conditions by 2:00pm weekdays. The league will be responsible to make this determination with inclement weather after 2:00 pm or on weekends. It is the responsibility of the league to contact the PPRD department at 938-2356.

18. The league officials meetings will be considered public and it is recommended that a one week notification be made of all public meetings. Please notify the PPRD as soon as a meeting is called.
19. All youth coaches and volunteers must complete an approved coach's application on an annual basis and a criminal background check must be completed prior to the coach being assigned a team each season. Leagues that do not have this system in place are required to use the coach's registration option at [www.cityofpascagoula.com](http://www.cityofpascagoula.com). Each league will pay the City of Pascagoula the \$6 (per person) fee assessed for the background checks by Sports Conductor.
20. It is also required that all coaches be NYSCA certified (or equivalent). PPRD will provide NYSCA training upon request from the league.
21. The league is responsible for the collection of all litter created by concession sales. This includes, but is not limited to, peanut hulls and paper from straws. All boxes will be placed in a dumpster located at the site.
22. The league is responsible to collect state taxes as set forth by the MS State Tax Commission to include sales and admissions. The payment of these taxes will be the responsibility of the league and paid directly to the Tax Commission.

The Pascagoula Parks & Recreation Department (PPRD) will be responsible for the following:

1. PPRD will provide safe playing fields and facilities for the league practices and games.
2. PPRD will provide the league with materials for the two scheduled work days such as paint, fence materials, goal anchors, nets, etc.
3. PPRD will ensure that the grass is cut on a planned rotation, lay-out and line fields for scheduled games. PPRD will construct pitching mounds, repair dugouts and handle all general maintenance such as plumbing and electrical repairs to facilities.
4. PPRD will allow the league to use the facilities for meetings and registration and normal league play at no cost. Facilities will be scheduled based on availability.
5. PPRD will provide a portion of the official's fees according to the league schedule. This will be done on a regular basis not in a lump sum format.
6. PPRD will empty trash barrels at all facilities during the week. Special events, tournaments and other functions on weekends requiring extra trash removal will be the responsibility of the league.
7. PPRD will pay all utilities for all fields and facilities. PPRD will furnish and maintain all lighting at fields and make repairs as necessary. PPRD will furnish bases, home plates, pitching rubbers, goals, nets, etc.
8. PPRD will assist the league, if needed, with scheduling, clerical assistance, team organization, etc.
9. PPRD will offer NYSCA clinics for league coaches and volunteers. Clinics will be scheduled in advance at a convenient time for the league and the PPRD.
10. PPRD will charge a \$6 per person fee for providing background checks for coaches and volunteers associated with the league should the league not provide this service through their sanctioning organization.

11. PPRD may charge the league a fee for repair of damages to any facility, caused by negligence of the league or board members. The league may also be charged for items lost (such as locks or PPRD equipment).
12. PPRD is here to assist your league in anyway to make your season a success. Please keep us informed of the leagues needs.
13. Any violation of this agreement by the league shall result in the forfeiture of the use of the facility as well as reimbursement of fees.

I agree to all of the terms and conditions set forth in the above agreement. I understand that if the league does not abide by the agreement then use may be terminated with a seven-day notice from the PPRD.

_____	_____
League President/Chairperson	Date
_____	
Mailing Address of League	
_____	
_____	_____
Parks & Recreation Director	Date

(policy effective January 1, 2014)