

# Seasonal Field Rental Application Contact for Information: Warwick Recreation Center 29 Copeland Lane, Newport News, VA 23601 Phone: 757-591-4892 Fax: 757-591-4925 athletics@nnva.gov

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A Seasonal rental organization will be considered any group (youth or adult athletic organization) renting NNPRT athletic fields for more than four (4) consecutive weeks in a season. Seasonal rental organizations will qualify for daily rental rates provided the requirements listed below have been met unless waived by Athletic Staff

### Please submit the following items:

- o Completed Seasonal Field Rental Application- ONE application per field
- Insurance approved through the City Attorney's Office (757-926-8416) per insurance requirements listed below
- All team rosters including player names, ages, and addresses- must be submitted within 30 days of permit start date
- Practice and Game Schedules- Organization contact is responsible for supplying NNPRT Athletics with updated schedules throughout the season.
- o Proof of 501c3 or similar non-profit status
- Proof of background check policy for all coaches and/or relevant volunteers for youth organizations
- Board of Directors and contact information

# **Field Rental Fees:**

Daily Field Rental without Lights	\$20.00 per day
Daily Field Rental with Lights	\$35.00 per hour
Game Day Setup	\$10.00 per setup

# **Insurance Requirements**

An insurance policy in the amounts of \$1,000,000 per occurrence to cover all participants during the scheduled activity, naming the CITY OF NEWPORT NEWS as additional insured under the general liability policy **must be** provided by each organization and approved by the Newport News City Attorney's Office (926-8416, FAX 926-8549) a minimum of 30 days prior to any scheduled event. Further, the City will not accept proof of insurance that fails to provide thirty (30) day notice of policy cancellation [ten (10) days for non-payment of premium]. This assurance may be provided by one of the following three methods:

- 1. A note on company letterhead that the City will receive such notice. This may be on the letterhead of the agent, the broker, or the insurance company, and must not include a blanket disclaimer of liability upon failure to give such notice.
- 2. A separate endorsement specifying the notice as required (a sample of which is attached).
- 3. A copy of a policy language which clearly shows that the additional insured will receive such notice.

When any questions arise regarding the insurance needs of a particular group, Parks and Recreation will consult with the City Attorney's office to make a determination.

## RESERVATION POLICIES

- Seasonal Field Rentals applications and all other required documents should be submitted no less than 30 days before your first intended practice, game or event. Fees must be paid in advance as groups will be paid monthly. Credits due to weather cancellations will be applied to future rentals. If invoices are not paid, field permits will be revoked.
- All insurance must be approved by the City Attorney's office **prior** to field use application submission to athletic office.
- Permits are given to requesting group only. Any groups found allowing the use of permitted field to any outside group will have their permit revoked and are subject to non-approval in subsequent years at the discretion of the Athletics Staff.
- If fields are considered unplayable the Athletic Staff will contact the person listed on the rental agreement and inform them the site is not available. Any group found using a city maintained facility after the field has been closed will be banned from using that site for no less than one calendar year.

# **CONDITIONS OF USE**

- 1. I agree to ensure my group does not damage the facility (fields, equipment, building, fences, grounds, parking areas, etc.) in any way and to leave it in a clean condition. My group will dispose of all trash (dugouts, bleachers, common areas, parking lots, bathrooms) in provided receptacles. This includes doing a final clean up before leaving the site.
- 2. I understand that the insurance requirements for my event must be met and approved by the City of Newport News City Attorney's office a minimum of 30 days prior to my event.
- 3. I understand that field/facility use is not unconditionally guaranteed beyond the dates of this agreement. Parks, Recreation and Tourism reserves the right to book any dates needed for City or Departmental events.
- 4. I understand that policies are subject to change and that I will be given the opportunity to adhere to policies as necessary or will be given an opportunity to cancel my event.
- 5. By contracting this facility as specified, I understand that the City of Newport News is unable to offer these fields to other groups and/or events for times that I have requested. I understand that in the event of a cancellation, 48 hour notice will be given to Athletic Staff.
- 6. Based on weather conditions, Parks, Recreation and Tourism has the right to cancel field usage. I will notify my group of any cancellation. I will contact Athletic Staff regarding the status of any field closures and to schedule any additional make-up event field usage.
- 7. All lights must be off and fields vacated by 10:00pm unless prior approval is given by City of Newport News staff. I understand it is my responsibility to ensure all lights are off before leaving the field.
- 8. I understand that as the event coordinator, I am authorized to ask any patron to leave the facility. In an imminent danger situation Park Rangers and/or police may be called and an incident report will be taken. In all other cases, a written statement will be taken by the patron in question, and myself (event organizer) and an incident report will be taken by to City staff.
- 9. I understand that if I choose to charge any form of gate fee or admission charge that admission tax must be included and submitted to the Commissioner of the Revenue as per City ordinance.
- 10. Alcoholic beverages and controlled substances are not permitted.

- 11. All applicable City ordinances, School Board rules and regulations and applicable State and Federal laws will be adhered to.
- 12. All vehicles must be parked in designated parking areas only. Private vehicles are not allowed near field areas. Violators are subject to being ticketed and will be subject to having their permit revoked.
- 13. I understand that any equipment belonging to my organization will be removed from the field at the conclusion of the event as listed on our permit. NNPRT will not be held responsible for any equipment left on the property. Failure to remove equipment as required will be subject to additional fees and may hinder the ability to have permits issued to my organization in the future.
- 14. All organizations will be required to meet with Athletic Staff prior to the beginning of their rental.

# NNPRT Field Rental COVID-19 Addendum

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend physical distancing and have, in many locations, prohibited the congregation of groups and people.

The City of Newport News (City) shall not be held responsible for any injury or loss of property suffered by any individual while playing, practicing, or engaging in any activity. The Renter acknowledges the ongoing COVID-19 virus pandemic and acknowledges the potential adverse health effects of contracting the COVID-19 virus. The Renter agrees, acknowledges, and understands that the City makes no representations or warranties concerning the cleanliness of the facilities or that the facilities are free of COVID-19 virus. The Renter further agrees, acknowledges, and understands that although the City may have sanitized and cleaned the facilities prior to scheduled activity, the City makes no representations or warranties concerning the effectiveness of their cleaning with regard to the COVID-19 virus.

Renters should be aware of the current guidelines set forth by the state and federal laws applying to COVID-19. By signing this Addendum, the undersigned Renter acknowledges that it is his/her responsibility to comply with state/federal law guidelines and that the City shall not be responsible for anyone contracting COVID-19 due to the failure of the Renter to comply with or enforce any federal or state law or recommendation.

Under no circumstances shall the City, its employees, volunteers, agents, and representatives, be liable to the Renter, applicant, participant, spectator, officials, or any visitors, invitees, or other individuals for any injuries or damages including but not limited to direct, indirect, consequential, special, incidental, punitive, exemplary or any other damages of any kind relating to the COVID-19 virus.

The Renter hereby agrees to indemnify the City, its employees, volunteers, agents, and representatives and save them harmless from any loss, damage, or expense of any kind arising from or allegedly arising from any claim, demand or lawsuit, or other legal proceeding, from any participant use of the facility and the COVID-19 virus.

Signature of Rental Contact	Date