

## OUTDOOR-SPORTS FIELD FACILITIES RULES OF USE

### GENERAL GUIDELINES AND CONDITIONS

- Please bring your receipt/permit with you on the day of your event. The document shall serve as a group use permit pursuant to Articles 11-05 and 11-10 of the Municipal Code.
- NO personal BBQ's, grills, flattop grill, etc. No electric, propane, and charcoal powered cooking devices are allowed in the park. Fires are restricted to BBQ pit provided at the picnic area.
- All sports Facilities reservations are for those specific areas only.
- Dog owners are responsible for the maintenance of their dog while in the park, and to keep the dog on a leash.
- No amplified sound is allowed.
- Food Trucks are NOT allowed
- Motorized vehicles are NOT allowed in the park.
- Please leave the facility clean with all trash placed in receptacles provided. It is advisable to bring additional trash bags to compensate for excess trash.
- The sale of any food, drink, merchandise, or services of any kind, or advertisement of the same, in any facility or area is prohibited without authorization from LGS Recreation or the City of Saratoga.
- Classes, clinics, camps, tournaments, leagues, private/group lessons, drop-in play are NOT permitted without permitted authorization from LGS Recreation. Law enforcement will be notified for unlawful use of facility space.
- Users must comply with all applicable LGS Recreation policies and procedures.
- Set-up and tear down are the responsibility of the user.
- User shall maintain safe exit pathways at all times in the facility.
- User shall observe, obey and comply with all applicable City, County, State and Federal laws.
- Users shall not: (1) use, remove, reposition, replace, move, or otherwise disturb any LGS Recreation or City of Saratoga equipment or property; (2) make any physical changes to the facilities, buildings, or grounds on LGS Recreation/City of Saratoga facilities without authorization.
- Renters shall not erect any structure of any kind, whether temporary or permanent including that which requires ground stakes, anchors, nails, poles, or any object that penetrates the surface of the grass or ground.
- The facility and all its equipment and furnishings shall be properly respected. User shall leave facilities in the same condition received. There should be no garbage, litter, alcohol containers, or breakage of equipment.
- No storage of materials (banners, rental dishes, decorations, chairs, etc.) at the facility is permitted without prior approval.
- While using the facility, User shall report all maintenance problems (burnt-out light bulbs, faulty bathroom sinks, toilets, poor field conditions, damaged play equipment, etc.) to LGS Recreation. Upon request, LGS Recreation shall arrange for maintenance and repair work to the extent that staff or services is available.
- Users shall not tamper with or adjust any security, fire protection equipment,
- The use of illegal drugs, and carrying of firearms (except by law enforcement) are strictly prohibited.



- Users must remove any materials and items brought into the facility and must make reasonable efforts to clean areas used or return them to their pre-use condition.
- Users will keep all equipment/supplies in agreed upon location when not using facilities.
- Users will not sublease the facilities or allow any use other than that for which the use was approved.
- User shall not allow play on tables or other furniture.
- All users must provide reasonable supervision and shall be financially liable for all damage to facilities resulting from their use.
- Users will be responsible for any and all damages to or theft of LGS Recreation/City of Saratoga property and shall reimburse LGS Recreation in an amount determined by LGS Recreation in accordance with established accounting principles. Failure to reimburse LGS Recreation shall disqualify the user from any further use of LGS Recreation/City of Saratoga facilities.
- Users will ensure that they are to store their equipment only in approved locations. All users will make sure the City of Saratoga or LGS Recreation have been given key of combo access to all storage locations. Storage in unapproved locations may result in loss of storage or facility use. Equipment not properly stored after use may result in loss of facility usage or may be responsible for costs associated with storing equipment properly.
- Users shall be responsible for supervising the conduct and control of all patrons and participants and shall ensure that all applicable laws and LGS Recreation policies and procedures are strictly obeyed.
- Users must take responsibility for safety when dangerous lightning weather conditions are present. Users of outdoor facilities (fields, pools, courts, playground areas, patios, etc.) must cease activities, vacate the area, and take appropriate safe shelter in available buildings and/or vehicles if (1) lightning is seen, (2) thunder is heard, (3) or if notified by LGS Recreation and their facility partners. In the event that lightning was seen or thunder was heard, user may resume outdoor activities at the facility only after the dangerous weather conditions have cleared the area.

#### **SNACK SHACK USE**

- LGS Recreation or the City of Saratoga has the right to inspect the snack shack at all times.
- Users shall ensure the space is cleaned up, and accessible during and after use.
- Use of the space is only allowed with approval from LGS Recreation or City of Saratoga.
- Alterations to the snack shack are not allowed without authorization from LGS Recreation or the City of Saratoga.

#### **FIELD MAINTAINANCE**

- LGS Recreation and the City of Saratoga shall have full authority to regulate the use of the Sports Field, including, but not limited to, regulation of field use and imposing field "rest" periods during the season or use period, which is contingent upon the condition of the park and field as determined by LGS Recreation and the City of Saratoga to ensure the long-term health of the Sports Field.

#### **RAINY DAY POLICY**

- All users are prohibited from utilizing any field that LGS Recreation or the City of Saratoga deems or anticipates being in an unplayable state at the scheduled time of use. LGS Recreation or the City of Saratoga will furnish a designated representative of the user with a "Weather Hotline" telephone number for recorded updates on field conditions. In the event of a field closure, the Weather Hotline



will reflect this, and if possible, a sign reading "Field Closed Today" will be promptly displayed at the park, following LGS Recreation or the City of Saratoga's decision. Once LGS Recreation or the City of Saratoga confirms that a closed field is playable, this information will be communicated on the Weather Hotline, and any field closure sign at the park will be removed as soon as reasonably practicable. User is responsible for disseminating this policy on all game and practice schedules distributed to players and coaches, ensuring accessibility to all individuals participating in the use.

## **FIELD USE VIOLATIONS**

- Unauthorized use of the Sports Field by a user may result in a penalty as determined by LGS Recreation or the City of Saratoga.
- In addition, user shall compensate the City of Saratoga for the actual costs of correcting any damage to the Sports Field due to the unauthorized use. If payment is not made within ten (10) days of user's receipt of City's request for payment, the City of Saratoga or LGS Recreation may suspend user's ability to use Sports Field until such time as payment is made.

## **FACILITY USE TERMINATION**

- If LGS Recreation or the City of Saratoga determines user is violating any terms of this agreement or in any way engaging in activities that the City of Saratoga determines are or may be harmful or hazardous to persons or property, LGS Recreation or City of Saratoga may at its sole discretion cancel user's authorization if after giving of written notice to user to correct the violation, within thirty (30) days, user has not made the necessary correction.
- This authorization shall be administered on behalf of City by LGS Recreation. LGS Recreation has complete authority to receive information, interpret and define City's policies consistent with this authorization, and communicate with user concerning this authorization. All correspondence and other communications shall be directed to or through LGS Recreation. LGS Recreation or the City of Saratoga may designate in writing one or more employees to exercise some or all of his authority under this authorization.
- This authorization shall inure to the benefit of and shall be binding upon the successors of the parties hereto by merger, consolidation, incorporation of an existing unincorporated association or the formation of additional branches, divisions or regions. But otherwise this authorization is neither transferable nor assignable.

## **SMOKING AND TOBACCO POLICY**

- Smoking or using a tobacco product is prohibited anywhere in a recreational area or in any parking area.

## **SPORTS USE PERMIT-ORDINANCE 11-10.010**

- User must have one or more adults who agree in writing to be responsible for user's group during the entire period of use of the area in question.

- The number of people in user's group shall in no event exceed seventy-five percent of the capacity of such park or the area of such park, and in all events the City of Saratoga or LGS Recreation shall have the authority to limit the size of the group to a number less than such percentage of capacity in conditioning such permit.

#### **CONDITION OF PERMIT-ORDINANCE 11-10.040**

- In authorizing any sports use or group use, the City of Saratoga or LGS Recreation may impose any conditions deemed necessary or appropriate to protect the public health, safety or welfare, including, without limitation, any or all of the following:
  - Restrictions on the requested use or uses set forth in the application.
  - Restriction on the hours within which the use or activity may be conducted.
  - A requirement that the applicant provide, at the applicant's own cost and expense, a park attendant to help maintain the condition and operations of the park and professional crowd-control monitors, such as sheriff's deputies or private licensed patrolmen, in such numbers as the City of Saratoga reasonably anticipates may be necessary under all the circumstances.
  - A requirement that the applicant provide, at the applicant's own cost and expense, restroom facilities sufficient to serve the expected number of persons attending the event that is the subject of the permit.
  - A clean-up and damage deposit shall be required prior to issuance of any sports use or group use permit, in such amount as indicated by LGS Recreation or City of Saratoga, but no less than fifty dollars, guaranteeing not only that the permittee will leave the park premises in a clean and orderly condition upon termination of the use, but also the repair of all damages and replacing of any park equipment or plantings removed or destroyed by permittee or any of the members or guests of the group or entity using the facilities under such permit.

#### **KEVIN MORAN PARK USE-ORDINANCE 11-10.012**

- The park may be used for practice use only. No games may be played at the park.
- No use shall be allowed on Sundays
- All uses shall be between the hours of 3:00 P.M. and 7:00 P.M. or dusk, whichever comes first.
- No more than three teams may use the park at any one time.
- No more than two user groups may have sports use permits at Kevin Moran Park at any one time.
- Kevin Moran Park may be used by user groups on no more than six Saturdays per year according to a schedule set by LGS Recreation or City of Saratoga.

#### **ISSUANCE OF PERMIT-ORDINANCE 11-10.030**

- That the proposed use or activity will not unreasonably interfere with the promotion of the public health, welfare, safety and recreation.
- That the proposed use or activity is not reasonably anticipated to incite crime, violence or disorderly conduct.

- That the facilities desired have not been reserved for other use at the day and hour requested in the application or are not otherwise programmed for use by the City of Saratoga or LGS Recreation.

### **CONGRESS SPRING PARK-SIGN POSTING-ORDINANCE 11-05.053**

- Notwithstanding any other provision of this Code, in Congress Springs Park signs, banners, and posters may be posted, affixed, or otherwise attached in accordance with this Section of the Code provided that no sign, banner, or poster may be posted over a previously posted sign, banner, or poster.
- Signs, banners, and posters are permitted only in the following areas of the park: (1) On fencing for all dugouts, bleachers, and batting cages; (2) The portion of backstop fencing from ground level to a height of ten feet; (3) The wall of the concession stand facing the field area, provided that the sign, poster, or banner is not larger than four hundred fifty square inches; (4) On temporary structures erected by a user group in the field for use in an activity being carried out pursuant to a group use permit (e.g., on temporary outfield fencing for baseball or registration tables for a walk-a-thon or other event); and (5) At up to three locations in the field area on a temporary structure designed to hold only the sign, banner, or poster and erected in a manner that does not damage turf or otherwise impair future use of the park. Notwithstanding the foregoing, no sign may be erected in any location where the printing on the sign is clearly visible from Glen Brae Drive.
- No signs, banners, or posters posted in Congress Springs Park may be larger than twenty square feet.
- All signs shall be marked with the date of posting. No sign, banner, or poster may be posted for more than two weeks unless posted in connection with an activity permitted pursuant to a group use permit in which case the sign may be posted for the term of the use permit. Signs, banners, and posters may be re-posted for additional two-week periods provided that the sign is removed for at least forty-eight hours at the end of each posting period.
- The area on the batting cage closest to Glen Brae Drive shall remain open for posting of signs, banners, and posters by any person notwithstanding any group use permit authorizing a particular group exclusive use of the park.

### **RESERVATION TERMS AND CONDITIONS**

- LGS Recreation reserves the right to reschedule, relocate, or deny a request previously approved in the event of an emergency, or if facility space is needed for other purposes. The applicant will be given as much advance notice as possible if this is necessary.
- User may only exceed their reservation time limit if facility availability permits it. User shall pay for additional time at the rate applicable to the place and time of use.
- Facility Renters' Exclusive Rights: Individuals or organizations renting the sports facility shall have exclusive use of the designated facility space, including any adjoining open areas if applicable, during the agreed-upon rental period.
- Public Access Restrictions: During the rental period, access to the facility and associated open areas will be restricted to the renters and their authorized guests only. General public access to these areas will be limited or prohibited to avoid interference with scheduled events or activities.



- Non-Transferability: The exclusive use granted to renters is non-transferable and applies solely to the contracted party for the specified time.
- Shared Public Areas: Any remaining public areas (outside the rented facility and open spaces) may be accessible to the general public, subject to any additional guidelines or restrictions established by the facility management.

#### **ALCOHOL POLICY**

- Alcohol is not allowed at any sports field without an alcohol permit issued by LGS Recreation

#### **CANCELLATION POLICY**

- All outdoor use authorizations are non-refundable