



Department of Parks, Recreation, and Facilities

**FRANKLIN GATEWAY SPORTS COMPLEX
2019 RESERVATION PACKAGE**



PARK USE and FIELD RESERVATIONS POLICY

I. PURPOSE

To provide an official policy for the operations and field reservations of the Franklin Gateway Sports Complex, in a manner to insure equitable distribution and maximum utilization of City facilities by the public.

II. COVERAGE

This policy, upon adaptation by the City of Marietta, shall be applicable to the operation and use of space at the Franklin Gateway Sports Complex until such time that the policy statement is altered, modified, or rescinded by the City of Marietta.

III. POLICY

The City of Marietta hereby establishes the following policy:

A. FACILITY

The Franklin Gateway Sports Complex or "FGSC", is designed to provide multipurpose space including 3 full sized multi-use soccer fields, featuring Shaw Sports Turf equipped with evaporating cooling technology, a walking trail, a youth playground area, covered seating area, meeting room, concessions, and restrooms.

B. FACILITY USAGE

The following priority shall be established for scheduling functions at the FGSC.

1. City of Marietta programs and events;
2. Programs and activities co-sponsored by the City of Marietta and other sponsors;
3. Programs and activities sponsored by schools, college/universities, civic and youth non-profit sports organizations;
4. Programs and activities sponsored by adult non-profit sports organizations;
5. Activities and events for private functions held by individuals and groups who are residents of the City of Marietta;
6. Profit making organizations, seminars, tradeshow, etc.

C. HOURS OF OPERATION

FGSC shall be available for use during times as established by the City of Marietta. The Department Director or his/her designee shall reserve the right to alter the hours of operation due to weather or for health and safety of the public or employees.

D. RESERVATION PROCEDURES

1. FIELD RESERVATIONS

- a. The Parks and Recreation Department reserves the right to limit the amount of play permitted on the facility's fields.
- b. The person making the application to reserve a field(s) must be at least 21 years of age and must assure adequate supervision when using the facility.
- c. It is the responsibility of the organization president and/or the individual identified as the person in charge of the permit to enforce the rules and regulations regarding the conduct of the group while on permitted facilities.
- d. The Park Management staff will determine the fields available for reservation.
- e. Fields may only be rented on a 1-hour minimum/maximum time block.

2. RESTRICTIONS

The Parks and Recreation Department may refuse to reserve facilities for the following reasons:

- a. Not available
- b. Unsatisfactory record in prior use
- c. When a hazardous condition threatens the participants, spectators, staff, facility, or equipment
- d. If all requirements of Federal, State, and local laws, this policy, or the City Council or not met
- e. If the activity is not compatible with accepted legal and moral standards or could be detrimental to the best interests of the Community and/or the Parks and Recreation Department.
- f. Amplified sound is not allowed on any field without City approval and must be noted on the permit. The use of artificial noisemakers, horns, rattles, bells, and whistles by spectators are not allowed.

3. PRACTICES

- a. All organizations requesting practice reservations, shall submit a Field Reservations Application, and any required documentations, to the Park Management, no later than ten business days before the requested reservation date(s).
- b. Last minute requests are acceptable, if required documentation is on file and depends on availability. Fees will be set at initial reservation and any changes, other than to add time, fields, or lights will not change fees.
 - i. Ex., if 3 fields are booked and then a decision is made the day of that only 2 are needed, 3 fields will still be charged on the permit.
- c. Reservations for games or city sponsored events may take precedence over practices.
- d. Practices will be limited up to a 3-month period per permit.
- e. Limited to 3 days per week maximum.

4. GAMES, LEAGUES, TOURNAMENTS

- a. Games, leagues, tournaments, and other events, shall submit a Field Reservations Application, and any required documentations, to the Park Management, no later than 30 days before the requested reservation date.
- b. All fees and any additional costs must be made at least 30 days before the time of reservation.
- c. No more than one 1 event/league on a permit
 - i. 1 league (1-3 months in length)
 - ii. Tournaments & Events (requires a separate permit for each event)
 - iii. Tournament requests/permits can be made 1 year in advance.
- d. If the request is last minute and there is availability, then the request can be accommodated if all required documentation and payments are made.
- e. Any changes made within 7 days of the start of the event, unless time, fields, and/or lights are added, fees on the permit will not change.
 - i. Ex., if 3 fields are booked and then a decision is made the day of that only 2 are needed, 3 fields will still be charged on the permit.

5. CERTIFICATE OF INSURANCE

- a. All organizations shall provide a certificate of liability insurance, at no expense to the City of Marietta, shall be submitted with the reservation request.
- b. The City of Marietta shall be identified as an additional named insured on the insurance certificate.
- c. Liability limits shall be \$1,000,000 combined single limit for personal injury and property damage.

E. FEES AND CHARGES

1. All fees charged are as approved by the City of Marietta for the Franklin Gateway Sports Complex Facility Pricing regulations.
2. All payments shall be made payable to the "City of Marietta".

IV. SCHEDULE OF FEES

The following fields at FGSC are available for reservation.

Field #1	Synthetic, 336' x 225' /112' x 75' Soccer/110'x 60' Lacrosse
Field #2	Synthetic, 336' x 225' /112' x 75' Soccer/110'x 60' Lacrosse
Livingston Field	Synthetic, 336' x 225' /112' x 75' Soccer/110'x 60' Lacrosse

DEFINITIONS:

Class A: Resident Youth Organization

These are locally organized youth groups whose membership is comprised of at least seventy-five percent (75%) Marietta City residents.

Ex.: Marietta Parks and Recreation Athletic Teams, Marietta City based youth organizations, Boy and Girl Scouts, etc.

Class B: Resident Service Clubs of Organizations

These are Marietta City based non-profit civic, social, or service organizations, social welfare agencies or organizations.

Ex.: Kiwanis Club, Rotary Club, Lions Club, Junior Service Leagues, American Legion, Optimists Club, etc.

Class C: Private Resident Groups

These are local resident groups, either adult or youth, with a membership that is comprised of at least fifty percent (50%) Marietta City residents.

Ex.: Sports teams and organizations comprised of less than 75% but more than 50% Marietta City residents, religious groups, HOA's, alumni groups, neighborhood associations, etc.

Class D: Non-resident Groups

These are groups that do not meet the qualifications of Class A, B or C, but are not commercial in nature or fund-raising groups.

Ex.: Groups who are not comprised of a minimum of 50% Marietta City residents.

Class E: Commercial Groups or Fund-Raising Groups

These are groups interpreted to be commercial, in nature non-recreational, or any of the above groups utilizing facilities for fund-raising purposes.

Ex.: Profit-making organizations, seminars, trade shows, etc.

SPORTS COMPLEX AVAILABLE AMENITIES:

Single Rectangular Athletic Field (Three available)

- Class A
 - \$60/hour
- Class B
 - \$70/hour
- Class C
 - \$80/hour
- Class D
 - \$90/hour
- Class E
 - \$100/hour

Deposits

Extended use permits, e.g. multiple days, tournaments, regular league play, camps, clinics – require a \$1,000.00 deposit. Additional fees may be due, or a partial refund may be given based on use after the rental period has ended.

Extra Fees

- Lights - \$25.00/hour per field
- Supervision – included
- Field marking and equipment – varies
- All rental groups are responsible for their own trash and cleanliness of the rental area

REFUNDS

1. Refunds can be issued if conditions require cancellation of the reservation by the Parks and Recreation Dept.
2. Refunds on cancellation of reservation by a team may not be given unless they are received at least 30 days prior to the date of the activity/event. Cancellations less than 30 days will at minimum result in the loss of the \$1,000 deposit.
3. Request for refunds resulting in a cancellation by the applicant must be made in writing.

V. CONCUSSION MANAGEMENT

1. **Georgia Return to Play Act-House Bill 48** - Effective January 1, 2014 all youth athletic programs will be required to educate youth athletes and their parents on the dangers of concussions during athletic events.
2. Because of this legislation, the Department must require all volunteer organizations that hold a park use agreement to implement the requirements necessary to be in compliance of HB 48. To better define the requirements of this law, here is what needs to happen:
 - a. **Concussion educational information must be provided to all coaches and officials.**
 - b. **Concussion educational information must be provided to all the athletes and their parents. The parent/legal guardian must sign an acknowledgement of receipt and the organization must keep this on file throughout the season.**
 - c. **Steps 1 & 2 must be completed prior to the athlete beginning any athletic activity in your program.**
 - d. **The department strongly encourages that all coaches and officials of a youth activity complete an annual concussion recognition course.**

The Georgia Department of Public Health is referring everyone to the "Heads Up - Concussion in Youth Sports" program offered by the CDC which can be found at <http://www.cdc.gov/concussion/HeadsUp/youth.html>

On this site, you will find the following information:

- Parent/Athlete Information Sheets in English and Spanish
 - Program Posters to Have at Your Facilities
- **On-Line Training Program (Concussion Recognition Course) for Coaches/Officials**
 - Coach's Clipboard Sheets

Concussions in sports are a serious issue with long term risks and complications if not treated properly. Always remember “When in doubt, sit them out!” Recognizing the signs and symptoms of a concussion is the key factor as to whether a child should return to play and the training program provides valuable information to assure the athlete is ready to get back in to the game safely.

Franklin Gateway Sports Complex General Rules of Use for the Complex

1. An employee shall be on duty in the facility during all hours of operation or whenever the facility is open to the public.
2. The facility shall be open to persons who are upon the premises for specific programs, activities, functions or other official business.
3. The following shall be prohibited within or on the premises of the facility.
 - a. Smoking within the entire facility grounds, including the parking lot.
 - b. All illegal drugs and other substances.
 - c. Possession and consumption of alcoholic beverages.
 - d. Animals are not permitted on the playing fields. All domesticated pets within the park must be kept upon a leash.
 - e. Any type of behavior that is detrimental to the normal operation of the facility or of the safety of the public or employees.
 - f. No food, gum, or drinks are allowed beyond the gates to the fields. This includes sports drinks, soft drinks, coffee etc. Drinking water will be allowed
4. Persons/groups using the facility can and will be held responsible for the breakage, loss, or damage to the facility and equipment and shall bear the full replacement cost of for such breakage, loss or damage.
5. Banners may not be posted without City approval.
6. No decorations, posters, signs, or temporary fixtures may be affixed to structures or picnic tables with tape, nails, tacks, staples or any application that will cause irreversible damage
7. The City of Marietta shall contract out concessions’ operations for the sale of food and soft drink beverages.
8. No other vendors may provide, cater, and/or sale goods and services at the facility without written approval from the Department Director or designee.
9. Grills are prohibited within the complex.
10. Pop-up and other canopy tents, umbrellas, flags, etc., shall not be nailed or pegged into the turf surface if setup on the playing fields or any lawn surface.
11. SHOES
 - a. Shoes for field play must be designed for **Artificial Turf** sports to include Soccer shoes, Lacrosse shoes, rugby shoes, etc. Artificial Turf cleats should be round, rubber-studded w/short studs.
 - b. Metal studs/cleats, blades and spikes are not allowed on the fields

12. Persons/groups wishing to utilize the field lights must indicate this need on their reservation application and pay the additional fee for light usage. Once the lights are turned on, they will remain on only if there is a preceding reservation(s) for the evening. The hourly light fee will be charged to all reservations which utilizes the lights.
13. Children should remain with their parents while utilizing the facility. At no time should they be allowed to run freely onto the playing fields. When children are on the playground, parents should be with them and keeping a watchful eye on them. All under aged children should be accompanied by their parents to the concessions stand and to the restrooms.
14. After games or practices, each user group is responsible for picking up trash and debris and depositing it into the proper trash bins. The field and any adjoining areas affected by a group's use must be picked up and cleared of all trash.
15. Please leave park areas immediately after games and practices safely and quietly, especially after late games. Please practice being good neighbors in our residential neighborhoods.
16. Should you need any assistance or have questions while you are at the facility, please see the staff person on duty.

Signature of Applicant _____ **Date** _____



Facility Reservations Application

Today's Date: _____

GROUP INFORMATION

Name of Group/League: _____ Website: _____

Email: _____ Non- Profit Status? Yes ___ No ___ Non-Profit ID#: _____

CONTACT INFORMATION

Primary Contact: _____ Work Phone: _____

Email: _____ Cell Phone: _____

Mailing Address: _____ Apt./Suite #: _____

City: _____ State: _____ Zip: _____

Secondary Contact: _____ Work Phone: _____

Email: _____ Cell Phone: _____

RESERVATION (If reservation request is more than 3 days, please attach a list of dates and times you are requesting.)

Date(s)	Time	# Fields Needed	Lights	Time Needed
_____	_____	1 ___	Yes ___	_____
_____	_____	2 ___	No ___	_____
_____	_____	3 ___		

Other (Specify): _____

Activity/Sport: _____

CLASSIFICATION INFORMATION

Teams: _____ # Participants: _____ Check one: Adult ___ Youth ___ (specify age group) _____

What percentage of participants are City of Marietta Residents? _____

Note: Be prepared to submit Rosters which include participant names and Home Addresses, if requested.

Please answer all questions.

Fund Raising activity/event? Yes ___ No ___ Will items be sold? Yes ___ No ___

Is activity/event open to Public? Yes ___ No ___ Will a fee be charged? Yes ___ No ___

Will amplified sound be used? Yes ___ No ___

Additional services needed? _____

Documents submitted (if required)

Certificate of Liability Insurance Yes ___ No ___

Copy of Team(s) Roster(s) (for Classification Determination) Yes _____ No _____

(The individual signing this contract will be responsible for all fees and damages.)

The security deposit is ONLY refundable if there is no damage or necessary maintenance necessary. Refunds will be mailed to the original rental applicant using the address on the reservation application within ten (10) days after the event.

Initial: _____ **I have received, read and understand Marietta Parks, Recreation and Facilities' Field Reservations Guidelines and agree to comply.**

The permittee agrees to release, absolve, indemnify and hold harmless the City of Marietta, its employees, agents, and officials from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from permitted activities conducted by the permittee or his employees, agents, servants, invitees or associates however such injuries or death or damage to property may be caused.

Signature of Applicant _____ **Date** _____

FOR OFFICE USE ONLY					
Payment Date _____	Receipt # _____	Class _____	Reservation Fee \$ _____	Lights \$ _____	Deposit \$ _____
Cash/Check#/Credit Card _____	Field # Assigned _____	Approval _____	Total \$ _____		
Field(s) Assigned _____	Deposit Returned Process Date _____	By _____			
Deposit \$ _____	Rental Amount \$ _____	Total Paid \$ _____	Rec'd By _____		
Deposit Refunded on (date) _____		by (staff) _____		RFC# _____	

CITY OF MARIETTA INDEMNITY

FRANKLIN GATEWAY SPORTS COMPLEX

In consideration of use of the Franklin Gateway Sports Complex, hereinafter referred to as "FGSC", the undersigned organization/business/group/individual (the "Undersigned") hereby agrees and warrants that, to the extent permitted by law, it shall defend, indemnify and save harmless the City of Marietta, its officers, directors, employees and any other person, firm or corporation charged or chargeable with responsibility or liability, their heirs, administrators, executors, successors and assigns and agents ("City Indemnitees") from any and all costs, expenses, restrictions, claims, demands, suits, actions, proceedings, damages, liabilities, deficiencies, judgments, levies, costs or expenses, including, but not limited to, reasonable attorney's fees and expenses of any kind and nature, arising directly or indirectly from or in connection with the conduct or management of the programs and activities of the Undersigned at FGSC, including, but not by way of limitation, any claim for damages to property or injuries to or death of any person or persons relating to or arising from the use of FGSC or related activities ("Claims"); provided, however, that the Undersigned shall not be required to indemnify the City Indemnitees with respect to any Claims caused by the negligence or wrongful acts, errors or omissions of the City of Marietta.

Without limiting the generality of the foregoing, the Undersigned organization/business/group/individual agrees that it shall reimburse the City of Marietta for reasonable legal fees and other costs incurred in the City of Marietta's defense of such Claims of litigation. The City of Marietta shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement of any third party claim that would lead to loss, liability, or create any

financial or other obligation on the part of the City Indemnitees for which the City Indemnitees are not entitled to indemnification hereunder, or which provides for injunctive or other non-monetary relief applicable to the City Indemnitees, or does not include an unconditional release of all City Indemnitees.

The City of Marietta hereby agrees and warrants that it shall defend, indemnify and save harmless the Undersigned, its officers, directors, employees and any other person, firm or corporation charged or chargeable with responsibility or liability, their heirs, administrators, executors, successors and assigns and agents (Undersigned Indemnitees”) from any and all Claims to the extent provided by Georgia law; provided, however, that the City of Marietta shall not be required to indemnify the Undersigned with respect to any Claims caused by the negligence or wrongful acts, errors or omissions of the Undersigned.

Without limiting the generality of the foregoing, the City of Marietta agrees that it shall reimburse the Undersigned for reasonable legal fees and other costs incurred in the Undersigned’s defense of such Claims of litigation. The Undersigned shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement of any third party claim that would lead to loss, liability, or create any financial or other obligation on the part of the Undersigned Indemnitees for which the Undersigned Indemnitees are not entitled to indemnification hereunder, or which provides for injunctive or other non-monetary relief applicable to the Undersigned Indemnitees, or does not include an unconditional release of all Undersigned Indemnitees.

The Undersigned acknowledges that the agreement hereby releases and discharges the City of Marietta, its officers, directors, employees and agents, of any and all claims, relating to any bodily and personal injuries or damages to property and the consequences thereof resulting from its use of FGSC arising directly or indirectly in connection with the conduct or management of the programs and activities of the Undersigned, except to the extent such claims, relating to any bodily and personal injuries or damages to property are caused by the negligence or wrongful acts, errors or omissions of the City of Marietta.

It is further agreed and understood that said use of FGSC is not to be construed as an admission of liability and acceptance of assumption of responsibility by the City of Marietta, its officers and members.

INITIALS: _____

Assumption of Risk

I, the undersigned, am aware that there are significant inherent risks associated with use of FGSC and its amenities and in all aspects of athletic activities. These risks include, but are not limited to: falls which can result in serious injury or death; injury or death due to negligence on the part of myself, or other people around me; injury or death due to improper use or failure of equipment; dehydration; and, strains and sprains. I am aware that any of these above mentioned risks may result in serious injury or death to myself. I understand that should I feel light-headed, faint, dizzy, nauseated, or experience pain or discomfort, I am to stop the activity immediately. I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity or class while at FGSC. I am aware that this agreement is ongoing and will apply to all future activities at FGSC.

INITIALS: _____

Photography/Video Release

Participants entering FGSC and/or participating or viewing activities at FGSC may be photographed or videotaped at any time. The undersigned hereby consents to the use of these photographs and/or videos without compensation, on the City of Marietta website or in any editorial, promotional or advertising material produced and/or published by the City of Marietta.

INITIALS: _____

I have **read** and **understood** the foregoing assumption of risk, and release of liability and I understand that by signing it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission; provided, however, that the undersigned shall not be required to indemnify the City Indemnitees with respect to any Claims caused by the negligence or wrongful acts, errors or omissions of the City of Marietta to the extent provided by Georgia Law.

PRINTED NAME OF ORGANIZATION/BUSINESS/GROUP/INDIVIDUAL:

PARTICIPANT SIGNATURE: _____

IF PARTICIPANT IS UNDER 18 YEARS OLD:

SIGNATURE OF PARENT/GUARDIAN: _____

PRINTED NAME OF PARENT/GUARDIAN: _____

DATE: _____