# THE CITY OF AUSTIN Sports Field Reservation Handbook



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#### 1.0 INTRODUCTION

The City of Austin Parks and Recreation (PARD) Athletics Office is committed to providing recreation opportunities to the community. This handbook dictates procedures and policies for the selection and permitted use of athletic fields, expectations of users, fees, and general rental information.

#### 2.0 TYPES OF RESERVATIONS

- A. <u>Hourly Reservations</u>: Requests are designated for informal uses (Example: team/individual practices, batting practice, general recreational usage, etc.) Hourly reservations can be made for a minimum of 1 hour and a maximum of 3 hours. Customers will be charged for hourly increments; any partial hour reservations will be rounded up and charged as a full hour (Example: a reservation for 1 hour and 30 minutes will be charged as 2 hours). If you have a request that exceeds 3 hours, please refer to Sporting Reservation or Event sections.
- B. **Sporting Reservations:** Single use reservation requests for tournaments, sporting events, non-league game(s), and/or informal reservations needed for more than 3 hours.
- C. <u>Leagues:</u> Entities/agencies requesting seasonal reservations for their league games (separate tournament, activities, events, etc. from the league are considered separate activities and the requestor would need to fill out a Sporting Reservation application).
- D. **Events**: Facility reservation requests for any non-sport related activities.
- E. **Special Events**: Some reservations may be considered a Special Event regardless of being sport-related or not and dependent on the capacity, needs, fees, activities, or other determining factors considered by PARD. If your request is determined to be a Special Event, the Athletics Office staff will guide you with the necessary steps to complete a Special Event "ACE Application".

#### 3.0 FIELD RESERVATION PROCESS

All Applications may be submitted in person to the Athletics Office during business hours (515 S Pleasant Valley Rd), by email (<u>PARDAthletics@austintexas.gov</u>), or by fax (512-978-2684). Submitting an application does not guarantee a rental. Rental requests will not be considered if there is a past due balance on the individual's or organization's account.

#### A. Hourly Reservations

To reserve a field(s) or sand volleyball court(s) an "Hourly Reservation Application" must be completed in full by the requestor and submitted to the Athletics Office. This application can be found on our website at <a href="https://www.capitalcityathletics.com">www.capitalcityathletics.com</a> under the "Downloads" section.

Applications may only be submitted no more than 14 days before the requested date. Special exceptions for early submittals may be made upon request for universities, high schools, middle schools, elementary schools, or outside leagues. Rental confirmations will be made upon field availability and scheduling.

B. Sporting Reservations, Leagues, and Events

To reserve a field(s) or sand volleyball court(s) a "Sporting Reservation" application must be completed in full by the requestor and submitted to the Athletics Office. This application can be found on our website at <a href="https://www.capitalcityathletics.com">www.capitalcityathletics.com</a> under the "Downloads" section.

The Athletics office will accept Sporting Reservation Applications on a first come first serve basis during the following timeframes:

- 1. Beginning at 9:00am on the 1st Monday in December for requests in the following February June
- 2. Beginning at 9:00am on the 1st Monday in May for requests in the following July November
- 3. Considerations and priorities for "Field Selection Priorities" must be submitted on the 1st Monday of the timeframes mentioned above (see page 5 section 3.1. below)

\*\*\*Sporting Reservation, League, or Event Applications are submitted before 9:00am on the 1st Monday of December or May then they will NOT be considered timestamped prior to other applications that are submitted at or after the 9:00am opening time each day. Applications submitted before 9:00am will be moved to the bottom of the waiting list. \*\*\*

#### 3.1. FIELD SELECTION PRIORITY

- 1. If there are multiple requests for the same date by different requestors, that cannot be accommodated at the same location, the following priority list will be used:
  - a. City of Austin sponsored events.
  - b. Repeat Users facility usages having occurred on the same day(s) & location at minimum the previous three years consecutively
  - c. World (1st priority), national (2nd priority), and state (3rd priority) tournaments have priority over local qualifying and invitational tournaments (4th priority).
  - d. Multiple day events
  - e. Requests of 4 or more courts/fields have priority over smaller rentals.
  - f. Youth events.
  - g. Adult events.
  - h. All other requests

If an application is denied due to multiple conflicting requests the Athletics Office will offer alternative days or locations if available in attempt to accommodate the request.

The Athletics Office reserves the right to restrict access to fields due to reservations at the same facility that are similar in nature, and reserves the right to make final decisions on any application with valid reasoning.

#### 3.2. APPLICATION REVIEW & APPROVAL TIMELINE

Hourly Reservation applications are typically reviewed within 24 business hours. If you have sent a form in for a same day rental and not heard back from the office by 4pm, we encourage you to contact our office in reference to your submitted application.

Sporting Reservation, League, and Event applications will be reviewed and confirmed within 10 business days after received. You will be notified via email with the email address you provided

on the initial application. If you have not received any notification on a submitted application within the timeframes mentioned above please contact the Athletics Office.

#### 3.3. RESERVATION FEES

#### **Hourly Reservations Fees**

Athletic Fields			
Duration	Deposit	Resident	Non-Resident
Weekday Daytime (8am-5pm)	N/A	\$24 per hour/field	\$27 per hour/field
Weekday Evening (5pm-10pm)	N/A	\$35 per hour/field	\$40 per hour/field
Weekend Daytime (8am-5pm)	N/A	\$29 per hour/field	\$32 per hour/field
Weekend Evening (5pm-10pm)	N/A	\$51 per hour/field	\$56 per hour/field

Sand Volleyball Courts					
Duration Deposit Resident Non-Resident					
Weekday (8am-10pm)	N/A	\$10 per hour/court	\$12 per hour/court		
Weekend (8am-10pm)	N/A	\$25 per hour/court	\$30 per hour/court		
Flat rate light fee (at sunset)	N/A	\$50	\$50		

#### **Sporting Reservation, Leagues, Events Fees:**

Athletic Fields			
Duration	Deposit	Resident	Non-Resident
Partial Day (1-6 hours)	\$50 per field	\$160 per field	\$175 per field
Full Day (6+ hours)	\$50 per field	\$220 per field	\$235 per field

Sand Volleyball Courts					
Duration Deposit Resident Non-Resident					
Weekday (no lights)	\$50 per court	\$103 - 2 courts	\$110		
Weekend (no lights)	\$50 per court	\$108 - 2 courts	\$114		
Flat rate light fee (at sunset)	N/A	\$50	\$50		

#### 3.4 PAYMENT & DEPOSITS

The table below displays the deadlines for deposits and payments.

Reservation Type	Deposit	Full Payment & Insurance Due	Insurance Required
Hourly	N/A	The same business day as the request was made	OZ
Sporting	14 calendar days after application has been approved	14 calendar days before the reservation	Yes

Leagues	14 calendar days after application has been approved	50% of the final balance & insurance is due 7 calendar days before the league begins. The remaining balance is due 7 calendar days after rainouts, make ups, and additional fees have been calculated and sent to the League contact	Yes
Events	14 calendar days after application has been approved	14 calendar days before the reservation	Yes

Any Sporting Reservation, League, or Event application submitted within less than 14 days of a requested date will have 48 business hours to submit their deposit, insurance, and full payment after the application is approved. The Athletics Office cannot guarantee approval or maintenance on applications submitted 8 or less days of a requested reservation date.

Failure to pay <u>deposits</u> by the established deadlines will result in the requested dates being cancelled and made available to another group requesting the date(s) or to the public on a first come first served basis.

Failure to make <u>payment</u> or submit <u>insurance</u> for your reservation by the established deadlines above will result in forfeiture of your deposit and the requested dates made available to another group requesting the date(s) or to the public on a first come first served basis.

Failure to make <u>League payments</u> or submit <u>insurance</u> on the deadlines mentioned above will result in future field usage and will be suspended until payments have been received; multiple payment violations may indefinitely suspend field usage.

Payments for reservations may be in the form of company check payable to the City of Austin Parks and Recreation Department, cash, or credit card. No personal checks are accepted.

#### 4.0 CANCELLATIONS & REFUNDS

PARD reserves the right to cancel any activity due to weather, unsafe playing conditions, or reasons that may endanger the health, safety, or welfare of the players and/or public. A reservation application must be resubmitted for any reservation that is requested to be rescheduled.

#### 4.1 CANCELLATION BY PARD

In the event PARD cancels the reservation before the start of the reservation due to reasons beyond the renter's control, all rental fees shall be refunded, rescheduled for a later date, or a credit applied to the renter's account.

In the event PARD cancels a reservation in progress due to reasons beyond the renter's control, rental fees will not be refunded, the renter may reschedule unused time for a later date.

In the event PARD cancels the reservation once in progress due to reasons, violations, or circumstances that are caused by renter or participants, no rental fees will be refunded or rescheduled.

#### 4.2 CANCELLATION BY RENTER

If the renter cancels a reservation due to circumstances that are beyond the renter's control (example: inclement weather, unsafe playing conditions, mechanical issues, etc.) then the renter is required to contact the Athletics Office <a href="mailto:via emailto: PARDAthletics@austintexas.gov">via emailto: PARDAthletics@austintexas.gov</a>) <a href="mailto: within 2 hours after the cancellation">within 2 hours after the cancellation</a> in order to reschedule the unused reservation time for a future date. The email must include the following information:

- Date, time, location, and primary contact name of the reservation
- Time that the cancellation was decided
- Detailed Reason for the cancellation
- Timestamped pictures of the cancellation conditions

Failure to contact the Athletics Office after a cancellation with the instructions listed above will result in forfeiture to reschedule the unused time for a future date or a receivable refund (if allowable).

#### 4.3 REFUNDS

Refunds will not be issued if inclement weather occurs during the reservation time. If in the case that a reservation is not completed due to inclement weather, the renter may add that time to a future rental without cost or finish the remaining time on a later date as available. In either circumstance a new application must be submitted to the Athletics Office.

Refunds and reschedules will not be issued for reservations not used when fields are deemed playable but weather is undesirable (Example: cold, misty, windy, etc.).

Rental payments of checks & cash will be refunded in the form of a check and may take up to 30 days to receive. Rental payments of credit cards will be refunded to the same credit card; the refund may take 5-7 business days to show up on your account.

#### **Hourly Rentals Refunds:**

If the field rental is cancelled by lessee 5 business days or more before the rental, the applicant will have a choice for the field rental fees to be refunded or a household credit granted.

If the field rental is cancelled by lessee less than 5 business days before the rental, a household credit will be granted in the amount of the rental fees paid.

#### Sporting Reservations, Leagues, and Events Refunds:

If the field rental is cancelled by lessee 14 days or more, before the event, the deposit and field rental fees will be refunded.

If the field rental, or any portion of the field rental, is cancelled by lessee less than 14 days before the event, deposit will be forfeited. The renter will have the option to apply to their household account or reschedule to a later date and no refund will be available for the cancellation.

#### 4.4 INCLEMENT WEATHER

All users are expected to use good judgement during inclement weather. The Athletics Office and Maintenance Staff will determine field and court playability in a timely manner, however if inclement weather occurs after regular business hours (Monday – Friday, 9:00am – 6:00pm), it is

the responsibility of the user group to determine if fields are playable and the group will be held responsible for any damages to the fields. The fields may not be used and activities must be cancelled when any of the following conditions exists:

- Water standing on the infields or outfields of ball fields, multipurpose fields, or sand volleyball courts
- Where grass is sparse or field is worn badly and ground is saturated
- Turf can be displaced or dislodged from the ground
- Mud cakes or clings to shoes
- Steady rain is falling
- Dirt (infield) areas are muddy

#### 5.0 FIELD MAINTENANCE

#### 5.1 BASIC SERVICES

The PARD Maintenance team will provide the following services at no additional cost to field users:

- 1. Regular mowing
  - a. Weekly from March through November
  - b. Bi-weekly from December through February
- 2. Restroom cleaning and restocking prior to reservation
- 3. Trash removal prior to reservation
- 4. Fencing repairs
- 5. Graffiti removal
- 6. Weed prevention
- 7. Facility inspections
- 8. Safety-related repairs

#### 5.2 SOFTBALL/BASEBALL INFIELDS

In addition to the items listed above, the Athletics Maintenance team will provide the following services prior to the start of a reservation and at no additional cost to field user groups who have reserved softball/baseball fields (not including hourly rentals):

- 1. Dragging of the infield dirt
- 2. A one-time infield chalking of a provided field diagram
- 3. Field watering

#### 5.3 SPECIAL MAINTENANCE REQUESTS/MAINTENANCE FEES

Field users should include any special maintenance requests on their initial reservation application form (e.g.: extra field preps, maintenance staff needed during reservation, additional restroom cleaning during reservation, etc.). Field users will be responsible to cover all costs associated with maintenance requests that go above and beyond the basic level of service mentioned above.

#### **Additional Maintenance Fees:**

- Extra Field Prep (infield watering, re-drag, re-chalk): \$50 per field per occurrence
- Maintenance Staff On-Site: \$15.00 per hour per staff (only if staff is available at the days/time requested)
- Infield Drying Agent: The field user will be responsible for purchasing the approved drying agent and ensuring it is delivered onsite. PARD will apply the product to the infields. Approval from the Athletics Maintenance team is necessary prior to purchasing any product to be used on a field.

#### 6.0 PERMITS

It is the sole responsibility of the field user to ensure that all necessary insurance coverages, licenses, and permits have been obtained. They are also responsible for the payment of all appropriate permits associated with the sale of goods and services. There may be additional permits required for items not listed below (i.e.: Alcohol Sales, Amplified Sound, Filming/Photography, Fireworks, etc.).

#### 6.1 FIELD USE PERMIT (Required for all reservations)

After a reservation is confirmed and all necessary requirements have been fulfilled, a receipt will be emailed to the requestor. The receipt will serve as a reservation permit. Please double check the permit to ensure that all reservation information is correct. If there are any discrepancies on the permit contact the Athletics Office immediately so that it can be edited and reissued with the correct information.

You are required to have a copy of the permit present with you during your scheduled reservation. Field or court usage is only authorized for the dates and location(s) that the permit displays. A permit may never be modified or used outside of its authorizations. You may never lend, lease, or sublet reservations or permits that you have been approved for.

#### **6.2 PARKING PERMITS**

Parking Permits may be issued for special circumstances only at Krieg Complex to field users requesting vehicle access to park grounds. The requesting party must agree to and abide by the conditions listed on the permit. Field users can request a maximum of two Parking Permits on the Sporting Reservation Application. Motorized vehicles should never park outside of designated parking spaces.

#### 6.3 CONCESSIONS

You may request the sales of concessions during a Sporting Reservation or Event. This request can be made on the Sporting Reservation Application. If your concession request is approved by the Athletics Office, then you must obtain al food sales certificate from the Austin Public Health - Travis County Health Department. Contact 512-978-0300 for more information on how to obtain this certificate. Once this certificate is obtain a copy must be submitted to the Athletics Office during business hours confirming you have completed the requirements prior to operating the concessions.

#### 6.4 INFLATABLES

You may request to have a moonwalk or inflatable apparatus during a reservation. Once the inflatable request is approved by the Athletics Office, you must obtain a permit and pay a \$10 fee; see the City of Austin Parks & Recreation special events/reservations webpage for additional information. Insurance coverage is also required for approved inflatables; see section 4.0 of this document. Water slides and miniature/trackless trains are NOT allowed.

#### 7.0 INSURANCE

Field users are required to submit a certificate of insurance by the established due date; hourly reservations do not require insurance coverage.

Certificates must meet the following MINIMUM requirements:

Standard Insurance Requirements require of all Special Events, Permits Requestors, or as required by rental agreement.

The RENTER/CONTRACTOR shall carry insurance in the types and amounts indicated below for the <u>duration of the AGREEMENT</u>. Others providing services for this event may also be required to provide insurance as identified by the description of their services:

Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$500,000 for coverage's A (bodily injury and property damage) & B (personal and advertising injury). Coverage for products and completed operations shall also be provided with a limit of \$500,000. The policy shall contain the following provisions:

- a. Independent Contractors coverage
- b. City of Austin listed as additional insured
- c. 30 day Notice of Cancellation in favor of the City of Austin
- d. Waiver of Transfer Right of Recovery Against Others in favor of the City of Austin (Waiver of Subrogation)
- e. Insurance company must include their NAIC number

Additional insurance coverages are required for Business Automobile Liability, Moonwalks/Rockwall's, Alcohol Sales, Commercial Filming and Photography, Pyrotechnics/Fireworks. Include these details on your reservation application if applicable.

The RENTER must complete and forward the OWNERS standard certificate of insurance to the OWNER <u>before</u> the AGREEMENT is executed as verification of coverage required in subparagraphs above. The RENTER shall not commence work until the required insurance has been obtained and until such Insurance has been reviewed by the OWNER. Approval of insurance by the OWNER shall not relieve or decrease the liability of the RENTER hereunder.

The CONTRACTOR'S insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best Ratings of B+ VII or better.

All endorsements naming the OWNER as additional insured, waivers and notices of Cancellation endorsements as well as the certificate of insurance shall indicate:

City of Austin, attn.: Parks and Recreation Department, P.O. Box 1088, Austin, Texas 78767

The "other" insurance clause shall not apply to the OWNER where the OWNER is an additional insured shown on any policy. It is intended that policies required in the AGREEMENT, covering both the OWNER and CONTRACTOR, shall be considered primary coverage as applicable.

If coverage is underwritten on a **claim made basis**, the retroactive date shall be coincident with the date of this AGREEMENT and the certificate of insurance shall state that the coverage is claims made and the retroactive date shall be shown. The CONTRACTOR shall maintain coverage for the duration of this AGREEMENT and for a two year period following the end of this AGREEMENT. The CONTRACTOR shall provide the OWNER annually with a certificate of insurance as evidence of such insurance.

If insurance policies are not written for amounts specified above, the CONTRACTOR shall carry **Umbrella or Excess Liability Insurance** for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

The CONTRACTOR shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the AGREEMENT or as required in the AGREEMENT.

The CONTRACTOR shall be responsible for premiums, deductibles, self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance.

The CONTRACTOR shall defend, indemnify and hold harmless the OWNER and its respective officers, agents and employees from any and all claims, damages, losses, demands, suits, judgments and costs, including court costs and attorney's fees, arising or resulting from the negligent performance of services by the CONTRACTOR.

The OWNER reviews the right to review the insurance requirements set forth during the effective period of this AGREEMENT and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, and the claims history of their industry or financial condition of the insurance company as well as the CONTRACTOR.

The insurance coverage's required under this AGREEMENT are required minimums and are not intended to limit the responsibility or liability of the CONTRACTOR

#### 8.0 FIELD USE

#### 8.1 STANDARD RULES

Below is a listing of the standard rules and regulations for field use.

- 1. Any maintenance done to the fields is strictly prohibited; maintenance should only be conducted by the PARD staff unless otherwise notified.
- 2. Field users are responsible for clearing out any trash or debris on the field or near spectator areas after use.
- 3. Adult supervision of minors is required at all times.

- 4. Field users are responsible for ensuring that surrounding neighborhoods are not being unreasonably disturbed by noise and parking.
- 5. Field users are responsible to monitor parking of all participants and spectators to ensure compliance with park regulations, rules, and policies.
  - a. Most general park rules can be found on signage around the park
  - b. Other park rules not listed on signage can be found at the locations mentioned at the end of this section
- 6. All field lights must be off no later than 10:00 pm unless past curfew permission is granted in writing by PARD. Past curfew requests must be made in writing to the Athletics Office.
- 7. Vehicles are not permitted to drive into the facility unless a Parking Permit has previously been issued by Athletics Office staff. Parking Permits are vehicle specific and non-transferable.
- 8. Metal cleats are not allowed on any fields at any time
- 9. A person may not use a field designed for a specific sport for another sport, unless the alternative use is permitted by the PARD Director. For example, a multipurpose field for kickball, or a softball field for soccer.
- 10. A person may not knowingly sell, possess, or consume an alcoholic beverage in the playing area or dugout of an athletic field
- 11. Dogs must always remain on a leash no longer than 6 feet long. Dogs are prohibited on the playing area, inside the dugout of an athletic field, and on sand volleyball courts.
- 12. Hopping a fence, cutting a lock, or damaging property to enter a field is prohibited (call 311 if you are not able to access the field or rented space)

This is not a complete list of the rules and regulations that may apply to a user's field reservation. Additional rules and regulations may apply in certain situations. If a field user has any questions or concerns they are encouraged to discuss them directly with the Athletics Office. Additional park rules may also be found on the City of Austin Parks & Recreation Department Park Use Rules, City of Austin City Codes and Ordinances, or Austin Code Title 8 (specific to Parks & Recreation). If a renter does not meet the outlined terms, then renter's reservation can be cancelled without refund.

#### 8.2 EQUIPMENT & STORAGE

All field users are responsible for providing their own field-prep equipment and storage containers; a Request for Field Modification must be submitted prior to storing any of these items on PARD property. Once approved, the requesting field user is responsible for paying any costs related to, or arising from, their placement.

#### 8.3 FIELD USE AUDITS

The Athletics Office will verify that all field users are using the facilities appropriately list on the permit.

- Athletics Office staff may conduct random site visits.
- Athletics Office staff will observe facility usage.
- Non-compliance will be cited as a violation.

#### 8.4 FALSIFICATION OF INFORMATION

- 1. Athletics Office staff may use a variety of methods to confirm information provided by field users, including: internet research of public databases, verbal or written follow up questions or requests for additional information.
- 2. Falsification of your application, of any kind shall result in the cancellation or the denial of a future reservation and forfeiture of all fees and deposits.

#### 8.5 FIELD CLOSURES

The Athletics Office reserves the right to cancel or suspend field use due to any circumstance that could result in unsafe playing conditions or excessive damage to PARD property.

The Athletics Office reserves the right to close fields due to maintenance needs, turf restoration, or any circumstance that assists in the preservation of the fields.

Annual field closures occur during January and December each year (subject to change due to weather, maintenance, or factors deemed necessary by PARD). Hourly reservations are permissible during these months based upon request, current field conditions, and availability. Make up games due to cancellations from inclement weather or circumstances out of the user's control may be permissible during these months upon request, current field conditions, and availability.

#### 9.0 FIELD USE VIOLATIONS

Park Rules and Conduct: The person or organization reserving City property IS responsible for the enforcement of the Parks and Recreation Department Rules and City Code (City Code Chapter 8) during the reservation, and in addition, is responsible for the conduct and behavior of their guests. Park Rules and Code may be found online: <a href="http://www.austintexas.gov/">http://www.austintexas.gov/</a>. Violation or disregard for Park Rules and policies may result in the following consequences: ineligibility to make future reservations, removal, fine, arrest or legal action, cancellation of reservation, and/or forfeiture of all fees and deposit.

#### 9.1 VIOLATIONS OUTCOMES

Any violation of the Field Use Manual may result in one or more of the following actions:

- Written warning and/or probation.
- Requests for additional information or documentation as deemed appropriate by the Athletics Office.
- Suspension from one or more fields for the remainder of the selection period.
- Suspension from the next formal field selection process.

#### 9.2 RESERVATION CODE OF CONDUCT EXPECTATIONS

#### The Reservations Code of Conduct:

- Applies to all participants, players, coaches, managers, and spectators
- > Applies to participants as individuals or as a team; and the penalties can be applied to the primary contact of the reservation
- Is in effect during any interactions regarding the reservation (before, during, and after)

#### Each Reservation is expected to do the following:

- > Demonstrate courtesy, even when others do not
- ➤ Behave in a responsible manner, always exercising self-control
- Respect the rights and privileges of other individuals and City staff
- Respect City of Austin property and the property of others
- Cooperate with and assist City staff in maintaining safety, order, and discipline
- Respect Parks Department staff, facility rules and program regulations being enforced
- > Be mindful of your conduct and the conduct of other individuals, participants, and spectators present for the reservation
- > Ensure no action occurs that could reflect badly on yourself, your organization, or your reservation

#### Unacceptable behaviors include the following:

- Failure to conform to Park rules, regulations, and ordinances
- > Involvement in any instance or form of insubordination
- > Use of profanity, vulgar language or obscene gestures
- Defacing and/or damaging City property or the property of others
- Engaging in inappropriate physical or verbal contact
- Running, pushing, shoving, littering, or throwing objects (which are not part of the supervised activity)
- Involvement with drugs, alcohol, smoking or weapons
- Inappropriate action by any one individual can reflect upon your future reservation eligibility

#### 9.3 RESERVATION CODE OF CONDUCT PENALTIES

# **LEVEL I: Minimum Penalty:** Verbal and written warning; staff may cancel the reservation without rescheduling or refunding.

**Maximum Penalty:** One (1) week suspension from eligibility to make a reservation and probation for one month.

#### **Level I Penalties:**

- A. Be guilty of objectionable demonstration of dissent towards PARD staff (ex: using profanity, stare down tactics or any other intimidating/forceful action, disobeying of instruction)
- B. Be involved in any "trash" talking on or off the playing field/court.
- C. Be guilty of smoking on park grounds.
- D. Drink alcoholic beverages within the Athletic field/court confinements or parks that prohibit alcohol altogether
- E. Discuss publically with spectators in a derogatory manner any play, judgment, or personal opinion of other individuals.
- F. Mingle with or fraternize with others during the course of the reservation in a way that negatively affects other individuals.
- G. Leave behind excessive trash on or off the playing field/court.
- H. Park on the grass or non-designated parking spaces
- I. Bring glass containers into the park/facility
- J. Operate music/noise devices at a volume that will disturb others or music that is using any profanity or derogatory language.
- K. Allow dogs into athletic fields/dugouts/courts, off leash, or tethered inappropriately.

## **LEVEL II: Minimum Penalty:** Two (2) week suspension from eligibility to make a reservation and probation for one month

**Maximum Penalty:** Three (3) month suspension from eligibility to make a reservation, probation for one year, and/or assault charges filed if necessary.

#### **Level II Penalties:**

- A. Be guilty of an abusive verbal attack upon any individual on or off the playing field/court. (Excessive could fall into Level III or IV)
- B. Use profane, obscene or vulgar language/behavior, in any manner, at any time, on or off the playing field/court towards and individuals or staff members (before, during, or after reservations).
- C. Unnecessary physical/verbally aggressive or rough tactics before, during, or after reservations towards any individuals or staff members. (Intentional/flagrant action could fall into level III or IV)
- D. Be guilty of smoking or use of any tobacco products while youth activities are in session.
- E. Secure a reservation under another individual's name, falsify name, falsify an organization, or falsify signature on reservation applications/forms.
- F. Violate any policies while on probation for a previous incident.

#### LEVEL III:

**Minimum Penalty:** Four (4) month suspension from eligibility to make a reservation, probation for one (1) year, and/or criminal charges filed.

**Maximum Penalty:** Suspension from all Austin Parks and Recreation Department reservations/activities for one (1) year, probation for two (2) additional years, and/or criminal charges filed.

#### **Level III Penalties:**

- A. Appear on the field/court of play, at any time, in an intoxicated condition or under the influence of any other type of drug which will infringe upon the individual's safety or the safety of others.
- B. Be guilty of an abusive verbal attack upon any individual or City staff on or off the playing field/court.
- C. Use excessive profane, obscene or vulgar language/behavior, in any manner, at any time, on or off the playing field/court.
- D. Directly or indirectly threaten another individual including participating individuals and/or City staff.
- E. Attempt to damage, destroy or steal City property and/or property of others.
- F. Violate Level I/II while on probation for a previous incident.

#### **LEVEL IV:**

**Minimum Penalty:** Suspension from all Austin Park and Recreation Department reservations/activities for one (1) year, probation for two (2) additional years, and/or criminal charges filed.

**Maximum Penalty:** Life suspension from all Austin Parks and Recreation Department reservations/activities and/or criminal charges filed.

#### **Level IV Penalties:**

- A. Lay a hand upon, shove, strike, or threaten to strike a City staff member or individual.
- B. Be guilty of a physical attack upon any City staff member or individual.
- C. Be guilty of damaging, destroying or stealing city property.
- D. Be guilty of throwing equipment at any City staff member or individual with intent to harm or intimidate.
- E. Be guilty of possessing a weapon without appropriate licenses on or off the playing field/court.

- F. Gamble upon any play or the outcome of the game with other spectators, player, manager, coach, or opponent.
- G. Violate Level I/II/III while on probation for a previous incident.

If a finalized reservation falls into the timeframe in which a suspension is applied, that reservation will be delayed until the suspension is lifted. The user will be responsible for re-submitting an application for dates outside of the suspension. Refunds will not be granted for reservations that need to be rescheduled due to violations.

#### 10.0 DISCLOSURE

This is a working document that may be updated at any time to reflect best practices. The Athletics Office will communicate any and all changes to field user groups.

# Exhibit A: City of Austin Observed Holidays

HOLIDAYS: The following holidays are observed by the City. All City offices will be closed. It is the responsibility of the League to ensure league activity scheduling does not conflict with City holidays.

Holiday	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.