

Policy Number: 03-23
Policy Title: Armco Park Softball Complex Policy (an Administrative Policy)
CEO Approval Date: 10-19-23 ml
(revised to remove reference to credit card authorization form in schedule A, 11-20-23)

EXHIBIT B

(TO ARMCO PARK SOFTBALL COMPLEX LICENSE AGREEMENT & PERMIT)

PURPOSE

Warren County Park District (WCPD) is committed to providing clean, well maintained, and safe facilities for the use of park customers. While WCPD intends to provide players and coaches with a great playing experience, this requires balancing the high demand for use. The purpose of this policy is to ensure equitable access to park facilities while promoting organized activities that are compatible with WCPD's mission. It also is intended to ensure safety and balance the needs of other park users, athletic Organizers, event participants, and the community. Athletic event requests submitted to WCPD for approval must be compatible with WCPD Rules and Regulations and must not compromise the unique features of the Armco Park Softball Complex (Complex).

SOFTBALL COMPLEX

The Armco Park Softball Complex features four lighted softball fields with synthetic turf infields and natural grass outfields, designed to accommodate softball of all types and baseball for youths 12 and under. The fields can accommodate base paths of up to 70 feet. The complex also features a concession stand.

The Complex season is May 1 – October 31. Operating hours are 7:30am to 10:00pm.

During league sessions, the Complex is reserved for WCPD-organized league play on Mondays, Tuesdays, and Thursdays, and made available for rental on Fridays, Saturdays, and Sundays. The Complex can also be rented on Mondays, Tuesdays, and Thursdays outside of WCPD-organized league sessions. The Complex is closed on Wednesdays.

A fully executed Softball Complex License Agreement and Permit is required for any use of the Complex.

RESERVATION REQUESTS

Reservation requests will not be accepted until the season's reservation window opens as defined in the attached **Reservation Schedule (Schedule A)**.

There are two types of reservations, tournament play and league play. Reservations for tournament play shall be for a single day or a series of consecutive days. Tournament reservation requests with gaps in between consecutive dates shall be treated as separate reservations which may be approved or denied separately.

League play reservations are for the same day of the week for a series of consecutive weeks (call the office for this type of reservation).

WCPD only rents fields on a per-day or multi-day basis. No hourly or per-game rentals.

Individual fields cannot be reserved more than 60 days in advance.

All reservation requests are subject to WCPD approval.

FEES, DEPOSITS, AND DEADLINES

Softball Complex pricing is as stated in the attached **Fee Schedule (Schedule B)**.

A **20% non-refundable deposit** is due and payable, without demand, within seven calendar days of reservation request approval. If the deposit is not received within seven calendar days, the reservation will be cancelled. Deposits are not collected for WCPD-organized leagues.

The balance of all rental fees and all required documents (defined below) are due and payable, without demand, at least **21 calendar days** before the first day of the scheduled event or events covered by the License Agreement. WCPD recommends that Organizers pay fee balances and submit required documentation well in advance of this deadline to avoid cancellation.

If the complex or any field is reserved less than 21 days in advance, all fees and documents are due within seven days of reservation request approval, and no refund is possible if the customer cancels.

Failure to pay the fee balance or submit required documents by the deadline will result in cancellation of the reservation without refund of deposit.

For WCPD-organized leagues, league fees and all required documents are due **seven calendar days** before the first scheduled game of the session. Teams that do not pay league fees and submit all required documents in advance of this deadline will be removed from the league and will not play in that session, **NO EXCEPTIONS.**

In the event that a credit card on file is declined, or a credit card charge is disputed, or check returned unpaid, the reservation will be suspended and WCPD will attempt to contact the Organizer to resolve the situation. If an alternative valid form of payment is not received by WCPD within two business days of the initial attempt to contact the Organizer, the reservation will be cancelled. **An additional \$30 administrative fee will be required to reinstate a reservation in the event of a returned check or disputed credit card charge.**

The preferred payment method is for the customer to self-pay online using a credit card through their Civic Rec account. Payments may also be by credit card (by phone or in person at the WCPD office), check (by mail or in person at the WCPD office), or cash in person at the WCPD office (be sure to obtain a receipt). Payment must be received by WCPD before the applicable deadline to avoid cancellation – WCPD is not responsible for mail delays. WCPD office hours are 9:00am to 4:00pm Monday through Friday except legal holidays.

REQUIRED DOCUMENTS

In addition to the above fees, Organizers must submit the following required documents at least **21 calendar days** prior to the first day of their scheduled event:

1. **Insurance** - Organizers shall provide WCPD a valid insurance certificate documenting at least One Million Dollars (\$1,000,000) of comprehensive general liability insurance per occurrence or any combination of a comprehensive general liability and an umbrella policy totaling One Million Dollars (\$1,000,000) per occurrence, naming the Organizer as the insured and WCPD as an additional insured, to fully protect against claims arising from the use of the premises. Neither party extends to any other person or organization indemnification or protection from liability arising from use of the premises.

Additional Insured shall be indicated as follows: Warren County Park District
1223 North State Route 741
Lebanon, OH 45036

2. **WCPD Athletic Field License Agreement** – Signed by Organizer. WCPD will sign and return to Organizer no later than 14 days prior to the first day of the scheduled event, provided that all required fees and documents have been received and are acceptable to WCPD.
3. **Participant Waiver of Responsibility Form** – Organizer shall submit an example of the general Participant Waiver of Responsibility form it intends to use for the event. The form shall specifically name Warren County Park District (WCPD) and release WCPD and all of its appointed officials, employees, and volunteers from all claims resulting from any injuries or other outcomes sustained while participating in the scheduled event. If Organizer is unable to provide a general Participant Waiver of Responsibility Form or does not have one for use, then a standard WCPD Participant Waiver of Responsibility Form will be provided upon request.

After the 21-day deadline, if any of the above documents received by WCPD are deemed to be inadequate, Organizer will be given three business days to resubmit acceptable documents before a reservation is cancelled.

ELIGIBILITY / GOOD STANDING

To rent Armco Park Softball Complex fields on available dates, an Organizer must be considered in Good Standing with WCPD. Organizer in Good Standing means the following:

- Complies with applicable law and all WCPD policies, rules, and procedures.

- Pays deposits and fees in a timely manner according to WCPD policy and procedure.
- Provides the required insurance.
- Submits and/or signs requested documents in a timely manner according to WCPD policy and procedure.
- Follows through with scheduled events and commitments, with cancellations being rare and due to reasons beyond Organizer's control.
- Behaves, and causes event participants to behave, in an orderly and safe manner, complying with applicable laws, WCPD rules, and WCPD policies. Is self-policing.
- Vacates the softball complex at the agreed-upon time and returns it to WCPD in rentable, damage-free condition, absent normally expected wear and tear.
- Complies with the directions of authorized WCPD staff.
- Maintains a cooperative working relationship with WCPD staff.
- Remits all fines, damage assessments, and/or restitution to WCPD in a timely manner upon reasonable request.

Organizers who are not in Good Standing due to noncompliance with the above, in WCPD's sole determination, will be notified of such in writing by WCPD. In that case, Organizer's existing reservations will be suspended, and future reservation requests denied, until Organizer is brought back into Good Standing through:

- Payment of all outstanding fees, fines, damage assessments and/or restitution.
- If requested by WCPD, submission of a written corrective action plan.

A suspended reservation means that dates are still held but the event cannot proceed until the suspension is resolved. Suspended reservations will be cancelled without refund of deposit if Organizer is not returned to good standing within 30 days of being notified, or 21 days before the suspended reservation's event start date, whichever is sooner. In the event of a serious violation, WCPD reserves the right, at WCPD's sole discretion, to cancel existing reservations and/or deny future reservations to any Organizer for a period of time or permanently.

TERMS AND CONDITIONS

1. All use of the fields requires a fully executed Athletic Field License Agreement and Permit issued by WCPD to ensure the quality of the fields and to ensure a positive park experience for all. Unscheduled and/or unauthorized use of the Complex is NOT PERMITTED.
2. WCPD's contracted concessionaire is the exclusive concession provider at the Softball Complex. No person shall solicit donations, sell, or solicit for sale any article, privilege, or service within the park unless properly licensed and in possession of a special permit issued by WCPD, with payment of applicable fees.
3. All other areas of the park close at dusk unless otherwise specifically authorized in advance by WCPD. Organizer shall notify event participants to **exit the park via the Greentree Road gate only** after dusk.
4. Every Organizer shall designate a Site Director who will be the main point of contact for WCPD staff during the event and will be responsible for the following: 1) Ensuring the safety, security, and orderliness of participants; 2) Directing event participants to comply with applicable laws and WCPD rules and policies, and 3) Facilitating communication between WCPD staff and event leaders and participants.
5. Organizer shall complete and cause each participant to sign a general Participant Waiver of Responsibility Form specifically naming WCPD and releasing WCPD and all appointed officials, employees, and volunteers from all claims resulting from any injuries or other outcomes sustained while participating in the event. If an Organizer is unable to provide a general Participant Waiver of Responsibility Form or does not have one for use, then a standard WCPD Participant Waiver of Responsibility Form will be provided upon request.
6. Organizer also releases WCPD, its elected and appointed officials, employees, and volunteers from any and all claims resulting from the cancellation, suspension, delay, or closure of the Complex for any reason.
7. In the case of inclement weather, WCPD will use the following criteria for closing any field(s): standing water, saturated fields, and any unsafe playing conditions. If inclement weather occurs during licensed use, Organizers must use their own best judgment to continue or cancel during that use period. Damages to athletic fields beyond normal wear and tear are subject to restitution. Any Organizer who uses fields that have been closed by WCPD will be assessed a \$500.00 fine per closed field used.

8. WCPD will endeavor to contact Organizers with notification of field closures due to inclement weather no later than 3:00 p.m. on weekdays and 8:00 a.m. on Saturday, Sunday, and holidays. The Organizer and/or team may be notified of closings by posted signs and/or WCPD website.
9. It is the responsibility of the Organizer that all persons in attendance at their event or activity shall comply with WCPD Rules and Regulations and Athletic Field License Agreement & Permit provisions. See WCPD website at <https://co.warren.oh.us/parks/ParkRules.pdf> for a complete list of WCPD Rules and Regulations.
10. WCPD staff reserve the right to ask anyone behaving disruptively and/or violating applicable law or WCPD rules or policies to leave the Park. Failure to comply with such a request will be treated as trespassing and reported to the Warren County Sheriff's Office. WCPD also extends this right to Organizer's Site Director.
11. Only the Organizer whose name is on the License Agreement can request changes to the proposed use of park property. Changes must be submitted in writing and, if agreeable to WCPD, approval in writing by WCPD staff will be provided. WCPD staff will determine if additional fees are necessary.
12. Reservation and rental times include ALL set-up, warm-up; and take-down/clean-up time. Early access for set-up or late access for breakdown may be granted by WCPD as a courtesy and must be arranged in advance with the Park Operations Manager. Such a request may be approved or denied at the sole discretion of the Park Operations Manager, who must take into consideration other scheduled uses and maintenance of the Complex.
13. Subletting of park rental space and/or assigning license contract rights to others is prohibited unless approved in advance by WCPD CEO or his/her designee in writing.
14. Field use is available only in minimum one-day time blocks. Users who need less than a full day must reserve a field for a minimum of one day.
15. Due to the synthetic turf, metal cleats are strictly forbidden. Organizers are responsible for ensuring metal cleats are not used. Violation may result in a \$500 fine plus restitution for damages.
16. Organizers are responsible for moving bases and portable pitching mounds, and for erecting and removing temporary fencing (if desired to shorten the home-run distance of the field).
17. Organizers and league teams are responsible for hiring and paying their own umpires.
18. Concession services or availability of concessions are not guaranteed. Absence of any or all concession services shall not be grounds for a refund.
19. WCPD is not responsible for pumping water off of or removing snow from fields.
20. WCPD does not charge extra for lighting, and the adequacy of field lighting is not guaranteed. Failure of score boards, public address systems, or other systems that do not preclude play from occurring shall not be cause for any refund.
22. No person shall direct a WCPD employee other than that employee's supervisor or higher-level manager. No person shall be physically or verbally abusive towards any WCPD employee.

CANCELLATION

WCPD reserves the right to cancel any event and retain any deposits and fees paid if the Organizer knowingly makes a false statement of material fact, has knowingly omitted a material fact in the field use application, submits incomplete or inaccurate information, fails to submit information in a timely manner, or fails to comply with the Athletic Field License Agreement, applicable law, or WCPD rules/policies.

Organizer acknowledges that the facility may be rendered unusable or otherwise unavailable due to circumstances beyond anyone's control, including but not limited to flooding, fire, natural disaster, other acts of God, criminal acts, or acts of war or terrorism. If the event of cancellation by WCPD, fees will be refunded less the 20% non-refundable deposit. WCPD shall not be liable for Organizer's consequential damages, including but not limited to, other costs incurred in connection with Organizer's event, lost profits, and lost business opportunities.

Fees are not refunded for reserved time(s) not used by Organizer outside of the circumstances and policies herein. Organizer's cancellation of a reservation is subject to the following conditions and fees:

- Notice of cancellation shall be provided to WCPD in writing by the person who is duly authorized by the License Agreement.

- If notice of cancellation to WCPD is made more than 21 calendar days prior to the first scheduled use date, WCPD will retain the 20% non-refundable deposit; any other fees paid will be refunded to the Organizer.
- Notice of cancellation to WCPD that is made less than 21 calendar days prior to the first date of the scheduled event will result in no refunds being due or granted.
- Deposits are non-refundable and are not transferrable to other dates or Organizers.
- Fees, except for the 20% non-refundable deposit, will be refunded if WCPD cancels the event. WCPD will provide eligible refunds within 30 days of cancellation.
- Closure by WCPD of one or more fields due to weather or unacceptable field conditions will result in refunds, less deposit, on a per-field basis. Organizer may receive a full refund if more than two fields are closed, and Organizer chooses to cancel rather than play on only one field. Per-field refund will only be granted if Organizer complies with WCPD's field closure order. Disregarding a WCPD field closure order will result in no refund and assessment of a \$500 fine per closed field used.
- Upon request and approval by WCPD, funds eligible for return under this policy may be credited toward a future event or fee.

INCLEMENT WEATHER / UNSAFE FIELD CONDITION

The Armco Park Softball Complex features synthetic turf infields, but the outfields are natural grass. To ensure player safety and to protect the playing fields from damage, the following protocol will be used when inclement weather affects field conditions. The Park Operations Manager or designee will work with the Organizer to assess safety and playability on the fields.

Rain – In the event of rainfall prior to or during an event, the fields will be assessed to determine the following:

- Has the field exceeded its water holding capacity?
- Are there areas of standing water?
- At what rate are the fields draining?
- What is the anticipated weather forecast?

Lightning – Play must be suspended in the event of lightning in the area and may not resume until 30 minutes after lightning ceases.

Snow – In the event of snowfall prior to or during an event, the fields will be assessed to determine the following:

- Is there accumulated snowfall on the fields?
- What is the anticipated weather forecast?
- Once the snow has melted, how wet are the fields?

If a half inch of rainfall occurs within 24 hours of an event, or two inches or more up to three days prior to an event, or if any snowfall occurs within 24 hours of an event, or accumulated snowfall is present prior to an event, the Park Operations Manager or designee will:

- Contact the Organizer to determine the playability of the fields to ensure a safe surface and protect the quality of the fields.
- Work with the Organizer during an event to determine if conditions are:
 - Playable: Rain/snowfall did not impact field condition. Play can occur on that field.
 - Unplayable and Delayed: Rain/snowfall impacted field condition. Play may be delayed. Delay will be in 1-hour increments and determined by the Manager or designee when play may resume.
 - Unplayable and Cancelled: Rain/snowfall severely impacted field condition and all play will be cancelled on that field for the day. The next day, the field will be reevaluated to determine its status.

Cold Weather – In the event of frost or frozen soil prior to or during an event, the fields will be assessed to determine the following:

- Is the ground frozen or has frost accumulated on the fields?
- What is the anticipated weather forecast?
- Once the ground has thawed or frost has melted, what is the condition of the fields?

If the ground is frozen within the week of an event OR if frost occurs within 24 hours of an event, the Park Operations Manager or designee will:

- Contact the Organizer to determine the playability of the fields to ensure a safe surface and to protect the quality of the fields.
- Work with the Organizer during an event to determine if conditions are:
 - Playable: Frost or frozen soil did not impact field condition. Play can occur on that field.
 - Unplayable and Delayed: Frozen soil/frost impacted field condition. Play may be delayed. Delay will be in 1-hour increments and determined by the Manager or designee when play may resume.
 - Unplayable and Cancelled: Frozen soil/frost severely impacted field condition and play will be cancelled on that field for the day. The next day, the field will be reevaluated to determine its status.

WCPD is not responsible for pumping water off fields or removing snow from fields.

If field quality affects the ability to provide safe playing conditions, the Park Operations Manager or designee will work with the Organizer to assess the safety and playability of the fields.

Field Condition - The Park Operations Manager or designee will inspect the fields to determine whether they are showing significant wear. If the fields are showing significant damage from play before or during an event, the Park Operations Manager or designee may:

- Contact and work with the Organizer to determine the playability of the fields to ensure a safe surface in which to play and to protect the quality of the fields, or
- Close the affected field.

Extreme Heat or Cold – WCPD will not close the Softball Complex in the event of extreme heat or cold, except where frost or frozen soil impacts field conditions as defined above, or when the extreme heat/cold presents an unacceptable risk to WCPD employee safety. Considerations of participant safety and the decision to cancel an event due to extreme heat or cold are the sole responsibility of the Organizer.

If 40% or more of playing time in a day is lost due to WCPD-ordered delays, a pro-rated refund, less deposit, will be issued based on hours of playing time lost. Disregarding a WCPD delay order will result in no refund and assessment of a \$500 fine per closed field used.

LEGAL COMPLIANCE

Organizer shall follow all local, state, and federal laws applicable to the use of WCPD facilities and the activities emanating therefrom including, but not limited to, health, worker's compensation, discrimination, licensing laws, WCPD rules and policies.

In compliance with House Bill 143, Return to Play Law (ORC Section 3707.51 I), Youth Sports Organizations, Coaches, Referee, Officials, & Instructors are required to follow the guidelines for concussion training, safety, and awareness requirements as presented in House Bill 143, the Return to Play Law. Information regarding the law can be found at <https://odh.ohio.gov/wps/portal/gov/odh/know-our-programs/child-injury/resources/rtp-law>

In compliance with Senate Bill 252, Lindsay's Law (ORC Sections 3313.5310, 3707.58, and 3707.59) Youth Sports Organizations, Coaches, Referees, Officials, & Instructors are required to follow the guidelines for informing and educating students and youth athletes participating in or desiring to participate in an athletic activity, their parents, and their coaches about the nature and warning signs of sudden cardiac arrest. Information regarding the law can be found at <https://www.odh.ohio.gov/landing/Lindsays-Law.aspx>.

SCHEDULE A: 2024 SEASON RESERVATION SCHEDULE

Fields may not be reserved until the 2024 season's reservation window opens as defined below:

| | |
|---------------------|---|
| Before Nov. 2, 2023 | WCPD will block out WCPD-organized league play dates for the 2024 season on Mondays, Tuesdays, and Thursdays. |
| November 2, 2023 | Initial full complex (all four fields) reservation request window opens (for tournament play only) for the 2024 season. Reservation requests received during this initial two-week period will be treated as if they were all received at the same time. To apply to reserve the Complex, Organizers must submit a completed request form via the reservation website. |
| November 16, 2023 | Initial reservation request window closes at 4:00pm. WCPD will review all reservation requests, and schedule reservations for dates that were requested by only one Organizer. For dates requested by more than one Organizer, the tiebreaker shall be determined by WCPD in the following order: <ol style="list-style-type: none">1. Reservation requests with the highest number of consecutive days reserved will be given preference.2. If both requested reservations are for the same number of days, previous customers in Good Standing with WCPD will be given preference.3. If both Organizers are previous customers in Good Standing, the event with the greater economic impact (based on anticipated number of teams, games, events, and spectators as well as concession revenue) based on a demonstrated track record of previous events at the Armco Park Softball Complex will be given preference.4. If both Organizers are new customers, the event with the greater economic impact based on a demonstrated track record of previous events at other complexes will be given preference.5. If both Organizers lack a track record of previous events, preference will be given to the higher planned/anticipated economic impact for the event. |
| November 23, 2023 | On or before this date, WCPD will notify Organizers via email with acceptance or denial of reservation requests. Upon acceptance of a reservation request by WCPD, Organizer will have seven days to pay the 20% non-refundable deposit to secure the reservation. |
| December 1, 2023 | Full Complex (all four fields) reservation requests for tournament play will be accepted on a first-come first-served basis for dates not already reserved for the 2024 season. |
| January 2, 2024 | Full Complex reservations open for non-WCPD-organized league play (call the office for this type of reservation). WCPD may reserve fields for WCPD-organized league play on Fridays if not already reserved. |
| April 1, 2024 | WCPD may reserve fields for WCPD-organized league play on Saturdays & Sundays if not already reserved. |

Reservations for 1-3 fields for tournament or league play will be accepted on a first-come first-served basis no more than 60 days in advance.

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SCUEDULE B: 2024 SEASON FEE SCHEDULE

| Multi-Day Rentals | | |
|---------------------------|----------------------|-------------------------|
| Day | Whole Complex | Individual Field |
| Saturday & Sunday | \$ 900 | \$ 276 |
| Friday - Sunday | \$ 1,200 | \$ 378 |
| Single Day Rentals | | |
| Day | Whole Complex | Individual Field |
| Monday* | \$ 300 | \$ 96 |
| Tuesday* | \$ 300 | \$ 96 |
| Wednesday | CLOSED | CLOSED |
| Thursday* | \$ 300 | \$ 96 |
| Friday only | \$ 396 | \$ 126 |
| Saturday only | \$ 498 | \$ 150 |
| Sunday only | \$ 498 | \$ 150 |

*If not being used for leagues

- League fee per team: \$300
- League teams must be sanctioned. Teams may pay sanction fees through WCPD if desired.
- 12.5% discount for early reservation requests received before the initial two-week reservation window closes.