

THIS USE AGREEMENT made and entered into by and between the undersigned Greenville Recreation & Parks Department for and on behalf of the City of Greenville, hereinafter referred to as the CITY or Greenville Recreation & Parks, and _____, hereinafter referred to as the TOURNAMENT HOST.

WHEREAS, the TOURNAMENT HOST desires to use the Beach Volleyball Facility located at **H. Boyd Lee Park**, hereinafter the "Facility", for the purpose of hosting a tournament and the CITY desires to enter into such authorized use as provided by this Use Agreement.

NOW THEREFORE, based on the covenants and promises, mutual agreement and consideration as expressed herein the parties agree that the TOURNAMENT HOST may use the identified Facility as follows:

1. Authorized permission must be given to host any tournament play on the fields located at a Greenville Recreation & Parks Facility.
2. The TOURNAMENT HOST shall not sub-let the facility.
3. The TOURNAMENT HOST must have an adult (21 years or older) on site at all times to handle tournament questions. The contact information for all tournament staff will be provided to City of Greenville Recreation and Parks staff four days prior to the start of the tournament.
4. Tournament organizations hosting events with Greenville Recreation & Parks must have no less than (6) six teams participating in order for any facility to award any weekend to the organization.
5. All tournaments at the facility will be conducted between 8:00 a.m. to dusk. Outside use of lights will not be allowed. No new game will be started within 90 minutes of sunset. Operating hours will NOT be extended in the event of inclement weather. Any remaining games shall be pushed to the following day if allowed by Greenville Recreation & Parks staff.
6. Tournament Directors must submit tournament schedules, number of courts needed and all other details no later than **10:00 AM on the Wednesday before that weekend's event**. In the event a tournament starts on a day other than Friday or Saturday, the tournament director must submit their tournament form no later than **four** days prior to the scheduled start of the event.
7. Greenville Recreation & Parks staff reserve the right to postpone, delay, or cancel any event per the Departments weather policy or precautionary measures to preserve playing surfaces and maintain a safe environment for all patrons. The Department Weather Guidelines is attached to this agreement. The TOURNAMENT HOST will be responsible for managing all weather related situations per the guidelines provided, which are subject to change. In the event any game is delayed due to lighting or deteriorating weather conditions, patrons, staff, players, and coaches will be notified and will need to seek shelter immediately in their vehicles. No coaches, players or staff will be allowed to remain within the facility or on the courts during a delay. The TOURNAMENT HOST shall contact Recreation & Parks staff in the event of inclement weather. Recreation and Parks staff, whether on-site or not, have the right to monitor an inclement weather situation and provide further direction as needed.

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8. The TOURNAMENT HOST is responsible for general cleanup of the facility. In the event the facility is not cleaned after the use of the facility, the TOURNAMENT HOST will be billed for the cost of cleaning by the Department. Documentation will be made and the cost will be determined by staff.
9. Any abuse or damage to a Greenville Recreation & Parks facility not the result of normal wear and tear of tournament usage will be the sole responsibility of the tournament organizer and/or the sanctioning organization of the tournament. Documentation of any occurrences will be made and responsible parties will be notified for reimbursement. Failure to reimburse the City for damage caused to the Facility or its grounds can result in forfeiture of future use of the Facility and grounds until the damages have been reimbursed or action to recover the costs of repair including court costs and attorney's fees.
10. The City may deem it necessary to have uniformed police/security to be on the premises; the Tournament Host shall be responsible for making arrangements of such officers and for paying directly for their services. If the function exceeds 500 persons, a security guard is required (1 per 500 patrons).
11. Any organization hosting tournaments at a Greenville Recreation & Parks facility must have and show proof of insurance coverage 14 days prior to the beginning of the tournament. A **Certificate of Liability Insurance** in the amount of no less than (2) two million dollars and showing the Greenville Recreation & Parks Department as an additional insured is required prior to each tournament. Said policy of liability insurance shall be effective at the earlier of any pre-tournament activities or prior to the start of any play and shall not expire until the conclusion of the tournament including any post tournament activities. Failure to provide such proof before the date requested, shall void this Agreement and the TOURNAMENT HOST and any participants will not be permitted to use the Facility or grounds without penalty, cost or loss to the CITY. All teams, players and coaches participating in any tournament are to be covered under the organizations insurance policy or have their own coverage. The City of Greenville also requires tournament organizers or organizations to sign a **Hold Harmless Agreement** (attached) stating the City of Greenville is not to be held liable for any injuries occurring while at a GRPD facility.
12. Greenville Recreation & Parks Department is not responsible for injuries sustained due to tournament play, including but not limited to personal injuries or damage to property, vehicles or equipment. Players and patrons need to be aware of their surroundings at all times. The TOURNAMENT HOST shall be responsible for administering first aid to tournament participants. Should 911 be called, facility staff must be made aware.
13. All tournament organizations and their patrons will be expected to participate in a friendly and sportsmanlike manner. Greenville Recreation & Parks staff reserves the right to dismiss any persons not acting in a proper manner. If unsportsmanlike behavior is exhibited, Greenville Police Department will be contacted, and appropriate actions will be taken.
14. Greenville Recreation & Parks Department and City of Greenville are not responsible for any loss or damage to personal property while patrons are at a GRPD facility.
15. Pets are not allowed within the Beach Volleyball Facility. All patrons bringing pets to the park must keep pets on their leashes and clean up after them accordingly.
16. Individuals may set-up pop-up tents within the park with certain limitations. All tents must be secured to the ground and not tied to the fence surrounding the facility.

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17. The possession and/or consumption of alcoholic beverages and/or illegal drugs are prohibited on City of Greenville Recreation and Parks property. If alcoholic beverages and/or illegal drugs are detected, Greenville Police Department will be contacted and appropriate action will take place. This could result in the cancellation of tournaments and future scheduled events at GRPD facilities.
18. Greenville Recreation & Parks prohibits the use of any **Tobacco** products in the designated playing area.
19. No concealed handguns are allowed at the recreation center, softball field, beach volleyball courts and cricket field at H. Boyd Lee Park.
20. All patrons, players, directors and officials must park in a designated parking space in the general parking lot areas. Parking by the main entrance of Boyd Lee Park will not be allowed. Overnight parking will also not be allowed and all cars must be removed from the property by 11:00 p.m.
21. There will be no admissions, or selling of merchandise or food by the TOURNAMENT HOST without prior written approval. If allowed, a \$30 vendor fee will be paid to the City of Greenville no later than 10 days after the tournament. All vendors must complete and sign a Limited Services Contract with the City of Greenville. No outside vendors of any kind will be allowed to sell, distribute, or provide any products or services on the grounds of the facility without prior written approval from the Greenville Recreation & Parks Department. Vendors are not permitted use of the concession stand and must setup their own concession area.
22. Greenville Recreation & Parks reserves the right to deny any signage entering the facility grounds. Any tournament organization wishing to display signage of their organization or of their sponsors must first get permission to display signage and must display any signage in designated areas only.
23. Greenville Recreation and Parks Department reserves the right to make any changes to safety measures, facility capacity limits, schedules or any program related modifications during the season to ensure a safe environment for all individuals. **Tournament Directors are required to provide a safety operational plan 14 days prior to the start of the tournament for approval.** All safety measures and guidelines are subject to change and are based on local and state restrictions. Failure to adhere to guidelines and safety operational plans could result in the cancellation of the tournament and impact future rentals of City facilities.
24. The attached Facility Fees, Rates and Guidelines for Tournaments, Hold Harmless Agreement and Inclement Weather Guidelines are incorporated herein by reference.

Host Signature: _____ Date: _____

Host Printed: _____

Host Organization: _____

GRPD Representative Signature: _____ Date: _____

GRPD Representative/Title Printed: _____ / _____

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Greenville Recreation and Parks Department Facility Fees, Rates & Guidelines for Tournaments

1. A non-refundable deposit (with the exception of a cancelation due to inclement weather or cancellation three months prior to start) of \$50.00 is required in order to hold each weekend date for sanctioned tournaments. All tournament request and deposits must be made at least two weeks in advance of the dates being requested.

Host & GRPD have agreed on the following fees:

Full Weekend (*Sat & Sun*) Rental - \$175

Saturday or Sunday only - \$100

Rental Includes:

Initial clean-up, raking of courts and attaching antennas; morning of

If applicable, TOURNAMENT HOST will collect a gate fee and provide staff to collect a gate fee.

The parking lot which is accessed by turning right as you enter the park will be reserved for officials, players, and other tournament staff. Facility staff will **only** be provided during normal operating hours of H. Boyd Lee Park Recreation Center.

Fees will be due 14 days after the conclusion of the tournament. If payment is not received before the deadline, previously scheduled events will be suspect to cancellation and future events will not be approved.

2. No organization will be allowed to put up any advertising, marketing or promotional signage without receiving prior written approval.
3. Organizations or individuals wishing to set-up a booth to sell t-shirts or other non-perishable goods pertaining to your organization may do so by filling out the proper vendor application with GRPD staff. The vendor fee to sell items is **\$25.00**. Only items pertaining to the organization (t-shirts, hats, balls) will be allowed to be sold.
4. All concession operations must be approved 14 business days prior to the tournament. If allowed, a **\$30.00** fee of the vendor's gross receipts will be paid to the City of Greenville no later than 10 days after the tournament. All vendors must complete and sign a Limited Services Contract with the City of Greenville. No outside vendors of any kind will be allowed to sell, distribute, or provide any products or services on the grounds of the facility without prior written approval from the Greenville Recreation & Parks Department. There is a limit of two (2) food trucks onsite at a mutually agreed upon location.
5. Tournament fees will be set, collected, and be the sole responsibility of the sanctioned tournament organizer hosting the event. Greenville Recreation & Parks Department will not be responsible for any direct expenses of operating the tournament. This includes, but is not limited to, the purchase of equipment to operate the tournaments, volleyballs, trophies, officials, hotel accommodations, public address announcers, insurance costs or organizational fees.
6. Court maintenance requests will not be taken. Each court will be prepared prior to tournament play beginning and courts dimensions will be the responsibility of the tournament organizer.

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7. Tournament Host will perform maintenance to courts during tournament play. GRPD will provide rakes.
8. Tournament Host is responsible for cleaning the facility every evening and complying with sanctioned organizations standards and playing guidelines for the duration of the tournament.
9. Court maintenance and custodial staff will not be provided. Tournament Host will be provided a contact number for a full-time GRPD employee as well as the Park Ranger on duty.
10. Please include the dates for your tournament request. It is mutually understood that all dates will be reserved as a full day reservation.

Date(s):

By signing below I have read and understand all rules, regulations, rates, fees & guidelines that have been set forth by Greenville Recreation & Parks Department

Host Signature: _____ *Date:* _____

Host Printed: _____

GRPD Representative Signature: _____ *Date:* _____

GRPD Representative Printed: _____

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Greenville Recreation & Parks Department Facility Hold Harmless Agreement

THIS RELEASE AND INDEMNITY AGREEMENT made and entered into by and between the undersigned and the Greenville Recreation & Parks Department, hereinafter referred to as the GRPD; for and on behalf of the City of Greenville, NC, its elected officials, agents, departments, managers, directors and employees, hereinafter referred to as the CITY; and _____, hereinafter referred to as the TOURNAMENT HOST.

WHEREAS, the TOURNAMENT HOST has requested permission to use the H. Boyd Lee Park Beach Volleyball Facility, hereinafter referred to as the PROPERTY, for the purpose of hosting a beach volleyball tournament event, hereinafter referred to as the ACTIVITY. In order to induce the CITY to permit TOURNAMENT HOST to use the PROPERTY for the ACTIVITY specified, the TOURNAMENT HOST has agreed to release, indemnify, and hold harmless the CITY to the extent herein below provided.

NOW, THEREFORE, in consideration of being granted the right to use the Property, the "Tournament Host" hereby agrees to:

- (i) RELEASE, ACQUIT, AND FOREVER DISCHARGE the City from any and all claims, losses, damages, or liability (present or future), on account of injury to persons or property, including injury resulting in death, arising out of or any way connected with the use of the Property for the Activity specified above, or for any other activity or activities at the Property by the undersigned "Tournament Host" during the term of this Release and Indemnity Agreement; and
- (ii) INDEMNIFY, DEFEND, AND HOLD HARMLESS the City from and against any and all claims, losses, damages, or liability (present or future), and all costs, charges, and fees (including court costs and reasonable attorney's fees) related thereto, arising out of, or in any way connected with the use of the Property by the undersigned "Tournament Host", or anyone using the Property under the auspices of the undersigned "Tournament Host", or with the implied or express consent or the undersigned.
- (iii) ASSUME any and all known, unknown, and unanticipated risks and hereby release, indemnify, and hold harmless the City, its officials, officers, employees, agents, consultants, and volunteers from any and all claims, demands, lawsuits, actions, proceedings, or liability caused by an accident, injury, damage or other occurrence resulting in bodily injury, death, sickness, disease, or exposure to, and illness from, an infectious disease, or damage to person or property in any nature whatsoever in connection with the rental or the rental space. I intend this Assumption of Risk to be binding not only for myself, but also on my heirs, executors, administrators, successors, or assigns, legal representatives, and any other person who may act on my behalf.

It is understood and agreed that the City makes no representation or warranty, express or implied, that the Property is suitable, safe, or appropriate for the Activity and that the undersigned "Tournament Host" assumes the risk of any loss, damage, or liability resulting from the use of the Property. The undersigned will not use or authorize anyone to use the Property for any activity except the Activity specified above except with the consent of the City or its duly authorized representative.

It is further understood and agreed that if any term or provision of this Release and Indemnity Agreement, or the application thereof to any person, firm, corporation, or circumstance shall, to any extent, be deemed invalid or unenforceable, the remainder of this Release and Indemnity, or the application of such term or provision to persons, firms, corporations, or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Release and Indemnity Agreement shall be valid and enforceable to the fullest extent permitted by law.

The undersigned declares and states that in the undersigned's official capacity and with authorization of the "Tournament Host" has executed this Release and Indemnity Agreement and that the City may rely on such representations of authority and capacity.

Name of "Tournament Host": _____ Date: _____

Signature of "Tournament Host": _____ Date: _____

Sanctioning Body of Tournament Event: _____ Date: _____

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Greenville Recreation & Parks Department

Inclement Weather Guidelines

The City of Greenville has developed the following inclement weather guidelines to ensure early response in various inclement weather situations. The National Weather Service issues weather advisories, watches and warnings to inform the public of inclement weather. Staff will stay attuned to these advisories and modify programs accordingly. Inclement weather judgment calls to cancel, suspend, postpone and resume are case by case depending on the forecast, radar development and visual observations of the sky. Should any of the following triggers occur causing undesirable and unsafe conditions, staff will alert the cancelation, suspension or postponement of an activity by using a whistle, air horn or megaphone. Participants, volunteers and other staff will be directed to a safe location until the threat or danger has passed and activities can resume.

Weather events include:

- Extreme Temperatures
- Severe thunderstorm watch or warning
- Lightning
- High winds
- A tornado sighting or warning

EXTREME TEMPERATURES

HEAT ADVISORIES

The heat index ranges issued by the National Weather Service range from little danger from heat, 65 ° - 81 °; too dangerous to health, 106 ° - 115 ° and above. High air temperatures and relative humidity distress individuals differently. Parents of children, adult participants and staff should take into consideration their own physical health conditions in making the decision to participate in an outdoor activity during a heat advisory. Proper hydration including the use of sunscreen, resting in shaded areas and wearing proper attire will be emphasized.

Action:

Staff will monitor heat index levels along with other weather related variables to determine if an activity needs to be postponed.

WINTER WEATHER

Program modification may take place when temperatures are forecasted to be or fall below 40 degrees. Outdoor activities may be cancelled or moved indoors. If temperatures fall below 40 degrees during an activity, staff will monitor the situation and take action if necessary.

Action:

In the event of inclement weather involving snow and ice, program modification and a change to facility operating hours may take place. Any closings or adjustments to facility hours will be determined by the City Manager or Director of Recreation and Parks. Decisions regarding cancellations or adjustments to programs can be made by Recreation staff.

SEVERE THUNDERSTORMS

Staff will monitor all available weather alerts issued by the National Weather Service, media and what is visibly seen and heard while outdoors. A severe thunderstorm can produce damaging winds up to 58mph with heavy down pours, and possible hail. There is a potential risk of flying debris, localized flooding and lightning strikes.

LIGHTNING AND THUNDER

Program modification will take place when lightning is detected within 10 miles of the facility by radar, visual monitoring or if thunder is heard. Staff will monitor all available weather alerts issued by the National Weather Service, media and that is seen and heard while outdoors. Lightning is an electric spark discharge in the atmosphere, occurring within a thundercloud, between clouds, or between a cloud and the ground. Lightning is very dangerous and is accompanied by tremendous flashes and roars of thunder. Outdoor activities will be suspended when lightning is detected within 10 miles of the facility. The location of lightning can be determined by the NWS, a storm monitoring device and by counting time between thunder and lightning strikes. Once lightning is seen, count the number of seconds until you hear thunder. Divide the number of seconds by 5. The answer is distance in miles of the lightning. Therefore, 10 miles would be 50 seconds.

Action:

If lightning is seen, or thunder heard, immediately suspend outdoor activities. Seek shelter* immediately and avoid trees, canopies, or tents. No activity will resume until there is no less than 30 minutes from the last strike or from the last sound of thunder is heard. Staff will keep track of time to ensure activities are not resumed until it is safe. Once the threat and danger has passed staff will announce that it is safe for the activity or event to resume.

People who have been struck by lightning do not carry an electric charge. Therefore, it is safe to perform CPR, if needed. Ideally, injured persons are moved into a safe shelter. Lightning-strike victims who show signs of cardiac or respiratory arrest need emergency help.

WIND

Program modification will take place when strong gusts of wind are detected by radar. Staff will monitor all available weather alerts issued by the National Weather Service, media and take initiative to secure loose objects to prevent objects from becoming airborne projectiles.

Action:

In conditions of winds reaching 58 MPH or higher (according to NWS weather reports) outdoor activities are to be suspended. All participants and staff will be advised to immediately seek cover indoors or in an enclosed vehicle away from trees or areas where things can become airborne. Once the threat and danger has passed staff will inspect the area to ensure it is safe and announce that it is safe for the activity or event to resume.

TORNADO WARNINGS & WATCHES

A **Watch** means there is a potential for a Tornado or the Tornado exists and a **Warning** means it is happening or very likely to happen. Program modification will take place when a tornado warning is issued. Staff will monitor all available weather alerts issued by the National Weather Service and media. Immediate action will be taken to safe guard the health and well-being of all individuals in the immediate area.

Action:

When a tornado warning is issued within Pitt County, outdoor activities will be suspended. Staff will advise all participants, staff and spectators to immediately move indoors and seek shelter*. Participants and staff will be directed to an area indoors away from windows and doors. Staff will continue to monitor the location of the tornado and prepare participants to respond. Large gym areas will be avoided at this time. Staff will instruct participants to get under a heavy piece of furniture or inside interior closets if the tornado threatens the immediate area. Participants and staff will assume the protective position by squatting low to the floor and covering their head. Children, visitors and participants may need guidance to prepare for a tornado. Never remove a person from a wheelchair. Have them bend over safely and put their hands over their head. Once the threat and danger has passed staff will check the health and well-being of all participants, contact EMS if there are injuries, access damage and guide participants to safety.

SHELTER*

Shelter is defined as an ideal safe structure or fully enclosed building with plumbing, telephone and electrical service, which aid in grounding the structure. A fully enclosed automobile or school bus with all of the windows rolled up is a reasonable shelter, although care must be taken to avoid contact with any metal inside the vehicle. Golf carts and convertible cars are not safe shelters. Dugouts and golf shelters are not safe shelters and are not grounded for the effects of lightning.

Avoid the use of shower facilities for shelter and do not use showers or plumbing during a thunderstorm. Electrical current from lightning can enter the building through plumbing connections. It is also unsafe to stand near utilities or use a landline telephone during a thunderstorm because of the risk of the current traveling through the lines. Cellular and cordless telephones are considered to be safe.

If a suitable safe shelter is not available, it is best to avoid tall objects (trees, light poles, etc.) that allow lightning an easy path to the ground. It is important to avoid being the tallest object. In an open field, people should crouch with their legs together, the weight on the balls of their feet, arms wrapped around their knees, and head down with their ears covered. The person should minimize contact with the ground and should not lie flat.

Inclement Weather Guideline Overview

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| Heat Advisories | Staff will monitor heat index levels along with other weather related variables to determine if an activity needs to be postponed. |
| Cold Temperatures | Outdoor activities may be cancelled or moved indoors if temperatures are forecasted to be or fall below 40 degrees. |
| Thunder | Suspend outdoor activities for no less than 30 minutes from the sound. Advise all patrons and staff to move indoors. |
| Lightning | Suspend outdoor activities when lightning is detected within 10 miles* of the activity for no less than 30 minutes of the last strike. Advise all patrons and staff to move to move indoors. <i>* Location can be determined by the NWS, a storm monitoring device and by counting time between thunder and lightning strikes. Once lightning is seen, count the number of seconds until you hear thunder. Divide the number of seconds by 5. The answer is distance in miles of the lightning.</i> |
| Strong Winds | Suspend all outdoor activities when winds get 58mph or higher. Advise all patrons and staff to immediately move indoors or to an enclosed vehicle. |
| Tornado Warning | Suspend all outdoor activities. Advise all patrons and staff to immediately move to indoor shelter locations. Location should be an interior space away from windows and doors. |
| Shelter | A Shelter is defined as an ideal safe structure or fully enclosed building with plumbing, telephone and electrical service, which aid in grounding the structure. A fully enclosed automobile or school bus with all of the windows rolled up is a reasonable shelter, although care must be taken to avoid contact with any metal inside the vehicle. Golf carts and convertible cars are not safe shelters. Dugouts and golf shelters are not safe shelters and are not grounded for the effects of lightning. |