

To: Mayor and City Council  
 From: Rachel Waldron  
 Parks and Recreation Director  
 Re: 2025 Athletic Agreement Renewals  
 Date: November 12, 2024

**Action**

Approval of seven (7) Facility Usage Agreements, beginning January 1, 2025. These agreements allow Associations designated use and time of the fields at Brook Run Park. Agreements may be renewed on an annual basis for an additional twelve-months upon terms and conditions negotiated by both parties.

**Summary**

Our Athletic Associations provide beneficial recreation services within the City. The City first partnered with Dunwoody Senior Baseball in 2012, followed by Rush Union Soccer (then Chiefs Futbol Club) in 2019; DHS Boys Soccer Booster Club, Dunwoody High Stix Club, and Dunwoody Wildcats Soccer in 2022; and Dunwoody High School Softball Booster Club and Atlanta MABL in 2023.

**Details**

Staff prepared draft agreements and sent to each Association for their review and requested changes. Staff also reviewed current maintenance obligations and community access to the fields. Proposed changes can be found below.

Association	Proposed Changes
Dunwoody Wildcats Soccer	No Changes
DHS Softball Booster Club	No Changes
DHS Boys Soccer Booster Club	No Changes
Dunwoody High Stix Club	No Changes
Rush Union Soccer	1) Fundraising tournament fees increased from \$10 per hour to \$30 per hour. 2) "Open weekend" the 3 <sup>rd</sup> weekend in June and July. No Association usage during this time. 3) 7-day notice required for program credits
Atlanta MABL Inc.	1) 7-day notice required for program credits 2) Dugout trash cans and plaza trash included with Association responsibilities
Dunwoody Senior Baseball	1) Fund raising tournaments may be conducted May-July only, not to exceed 400 games annually.

	<ol style="list-style-type: none"> <li>2) Fundraising tournament fees increased from \$10 per hour to \$30 per hour.</li> <li>3) "Open weekend" the 3<sup>rd</sup> weekend in June and July; and Monday evenings from 6-10pm in June and July. No Association usage during this time.</li> <li>4) 7-day notice required for program credits.</li> <li>5) Dugout trash cans and plaza trash included with Association responsibilities</li> </ol>
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**Recommendation**

Staff respectfully requests that Council: 1) Approve seven (7) 2025 Facility Usage Agreements, with the proposed changes; 2) authorize the City Manager to execute the necessary documents.



*City of*  
**Dunwoody**  
*Georgia*

**2025 Athletic Usage Agreements**

November 12, 2024

# Summary

- Each Association was asked to review their current agreement and provide requested changes going into 2025.
- Staff reviewed current maintenance obligations and community access to the fields.



# Background/Timeline

- The City first partnered with Dunwoody Senior Baseball in 2012, followed by Rush Union Soccer (then Chiefs Futbol Club) in 2019; DHS Boys Soccer Booster Club, Dunwoody High Stix Club, and Dunwoody Wildcats Soccer in 2022; and Dunwoody High School Softball Booster Club and Atlanta MABL in 2023.



# Proposed Changes: School Associations

- No changes for 2025 agreements were proposed or requested by school associations.



# Proposed Changes: Athletic Associations

## **Rush Union Soccer:**

1. Fundraising tournament fees increased from \$10 per hour to \$30 per hour.
2. “Open weekend” the 3rd weekend in June and July. No Association usage during this time.
3. 7-day notice required for program credits.

## **Atlanta MABL:**

1. 7-day notice required for program credits.
2. Dugout trash cans and plaza trash included with Association responsibilities.

## **Dunwoody Senior Baseball:**

1. Fund raising tournaments may be conducted May-July only, not to exceed 400 games annually.
2. Fundraising tournament fees increased from \$10 per hour to \$30 per hour.
3. “Open weekend” the 3rd weekend in June and July; and Monday evenings from 6-10pm in June and July. No Association usage during this time.
4. 7-day notice required for program credits.
5. Dugout trash cans and plaza trash included with Association responsibilities.

# Staff Recommendation

- Approve seven (7) 2025 Facility Usage Agreements, with the proposed changes.





*City of*  
**Dunwoody**  
*Georgia*

STATE OF GEORGIA  
CITY OF DUNWOODY

FACILITY USAGE AGREEMENT

THIS AGREEMENT by and between the **City of Dunwoody, Georgia**, a municipal body politic and corporate, hereinafter designated "CITY" and **DHS Boys Soccer Booster Club INC 4664 Dunover Circle, Dunwoody, Georgia 30360** a private nonprofit organized under the laws of the State of Georgia, hereinafter designated the "Club."

WITNESSETH:

WHEREAS, CITY owns and operates BROOK RUN PARK located at 4770 N. Peachtree Rd, (hereinafter designated as "Facilities"), for the purpose of serving the residents of the City of Dunwoody by locating and housing therein various public and private companies, corporations, and organizations capable of and willing to provide their services to the residents of the City of Dunwoody; and

WHEREAS, the undersigned CLUB desires to operate a soccer program for the benefit of residents of the City of Dunwoody and agrees to utilize space in the Facilities in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY does hereby grant usage to the CLUB of approximately 9 acres of space at Brook Run Park delineated on the Layout attached hereto as Attachment B and by reference made a part hereof (hereinafter referred to as "Space") consisting of the fields, field house/concession, parking lot adjoining the fields, in accordance with the CLUB's provision of its programs delineated herein.
2. This Agreement, beginning on January 1, 2025 is for an initial term expiring on December 31, 2025. This Agreement shall terminate absolutely and without further obligation on the part of the City on December 31, 2025, as required by O.C.G.A. § 36-60-13, unless terminated by either Party prior to the conclusion of the initial term. This Agreement may be renewed on an annual basis for additional successive twelve (12) month term(s) upon terms and conditions negotiated by both parties.
3. Intentionally Deleted.
4. This Agreement may be renewed for one or more additional successive twelve-month term(s), subject to the following conditions:
  - (a) The CLUB shall provide written notice to CITY at least sixty (60) days prior to the expiration date of this Agreement exercising the option to renew the Agreement, provided that the parties are able to reach an agreement on mutually-agreeable terms for the current renewal term of the Agreement.

(b) The CLUB shall continue to perform its services and to coordinate its performance with that of other users and CITY.

(c) The CLUB shall comply with the conditions of this Agreement and any amendments thereto.

5. Either party shall have the right to terminate this Agreement for any reason at any time during the original term of the Agreement or any extension or renewal thereof by giving written notice to the other party of its intention to terminate at least ninety (90) days prior to the effective date of termination. CITY reserves the right to terminate and cancel this Agreement or any extension or renewal thereof immediately and without notice at any time the CLUB fails or refuses to fulfill the terms and conditions set forth herein. The CLUB, upon termination of this Agreement or any renewal thereof, or cancellation thereof by CITY, shall vacate and deliver up the Space peaceably, quietly, and in good order and condition.

6. For the purpose of this Agreement, all notices to be given hereunder shall be in writing and shall be deemed given when deposited in the United States Mail, postage prepaid, certified, and addressed as follows:

(a) CITY: City of Dunwoody  
4800 Ashford Dunwoody Rd  
Dunwoody, Georgia 30338  
Attention: Parks & Recreation, Parks  
Director

(b) CLUB: DHS Boys Soccer Booster Club INC  
4664 Dunover Circle  
Dunwoody, Georgia  
303605035 Vermaek  
Read,  
Dunwoody, GA 30338

Commented [JD1]: Confirm address.

7. CITY does hereby designate the Parks & Recreation Department as its representative in all matters pertaining to this Agreement. All requests and issues arising from use of the Space described herein should be addressed to the Parks & Recreation Department through its Parks Director at the notice address set forth above. The Parks Director or their designee shall be the primary contact to the CLUB. The Parks Director is authorized to establish such administrative procedures he or she deems appropriate to carry out and enforce the terms of this Agreement.

8. The CITY and the CLUB shall provide services in accordance with the terms of Attachments A and D, which are attached hereto and by reference made a part hereof, during the term of this Agreement. The CLUB agrees to provide CITY with appropriate information about its program activities as the CITY may request, including program operating hours, in order to facilitate operation of the Facility and coordination by the CITY.

Intentionally Deleted.

9. Except as otherwise consented to in writing by CITY, the CLUB shall maintain in force

during the life of this Agreement or any extension or renewal thereof comprehensive general public liability and property damage insurance, in the minimum amount of \$1,000,000.00 with respect to each person, and in the sum of \$300,000.00 with respect to each accident or occurrence, and in the sum of \$1,000,000.00 for injury or damage to property, and CITY shall be named as an additional insured under such policy or policies of insurance.

**Commented [JD2]:** Confirm these amounts are acceptable to the City.

10 Except as otherwise consented to in writing by CITY, the CLUB shall furnish to the CITY within thirty (30) days after execution of this Agreement, a certificate or certificates evidencing such insurance coverage in companies doing business in Georgia and acceptable to CITY covering:

- (a) The location and the operations to which the insurance applies
- (b) The expiration date of policies
- (c) An agreement that the policies certified will not be changed or canceled without thirty (30) days prior notices to CITY, as evidenced by return receipts of registered or certified letters. Prior to ten (10) days before the expiration of any such certificate, the CLUB shall deliver to the CITY a certificate renewing or extending the terms for a period of at least one (1) year, or a certificate acceptable to CITY evidencing the required insurance coverage.

11 The CLUB shall comply with the provisions of the Code of the City of Dunwoody, Georgia and Official Code of Georgia annotated and all statues, laws and regulations of any kind governing the services it furnishes and, when applicable, with the standards of its profession. The CLUB acknowledges its responsibility to report child abuse under O.C.G.A 19-7-5 as may be amended in the future and accepts responsibility to adhere to it, including all paid employees and volunteers, and that failure to do so shall constitute a material breach of this Agreement.

12 The occupancy and use by the CLUB of the Space and rights herein conferred upon the CLUB shall be subject to rules and regulations as are now or may hereinafter be prescribed by CITY.

13 Both parties agree that the provisions of this Agreement and any extension or renewal thereof, are not intended to be nor should they be construed as in any way creating or establishing a relationship between the parties hereto other than that of owner and user, and at all times during the term of this Agreement or any extension or renewal thereof, the CLUB is to be and shall remain as an independent contractor.

- 14 This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.
- 15 This Agreement shall be deemed to have been made and performed in the City of Dunwoody, Georgia. For the purpose of venue, all suits or causes of actions arising out of this Agreement shall be brought in the appropriate courts within DeKalb County, Georgia.
- 16 Any amendment or modification of this Agreement shall be set forth in writing as an Amendment to this Agreement, duly executed by the parties, but shall not become effective until thirty (30) days after the execution and delivery of such writing.
- 17 The CLUB shall at the termination of this Agreement or any extension or renewal thereof surrender up the Space in good order and condition, reasonable use and ordinary wear thereof excepted. CITY shall be entitled to all rights and remedies provided by law including, without limitation, the dispossessory rights and remedies provided in O.C.G.A. § 44-7-49, *et seq.* as may be amended in the future.
- 18 Should any provision or term of this Agreement be determined by a court of competent jurisdiction to be unenforceable, all other provisions and terms shall remain in full force and effect.
- 19 This Agreement and any and all amendments thereto and exhibits or attachments incorporated herein constitutes the sole agreement between the parties regarding the subject matter herein. No representations oral or written not incorporated herein shall be binding on the parties. No amendment or modification of this Agreement shall be enforceable unless approved in writing by the City of Dunwoody.
- 20 In the event of a conflict between this Agreement and any exhibit contained herein or any previous agreements, the provisions of this Agreement shall govern.
- 21 Without regard to any designation made by the person or entity entering this Agreement, the City of Dunwoody considers all information submitted in relation to the Agreement to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act O.C.G.A. § 50-18-70 *et seq.* as may be amended in the future, unless a court order is obtained to the contrary.
- 22 The headings of sections and paragraphs, if any, to the extent used herein are for convenience and reference only, and in no way define, limit or describe the scope or intent of any provision hereof, and therefore will not be used in construing or interpreting the provisions hereof.
- 23 Contractor (CLUB) and Subcontractor Evidence of Compliance

Pursuant to O.C.G.A. § 50-36-1(e), City contracts within the state of Georgia shall include the following provisions on the attached Affidavit Verifying Status:

1. Provide at least one secure and verifiable document, as defined in Code Section 50-36-2;

2. Execute a signed and sworn affidavit verifying the applicant's lawful presence in the United States, which affidavit shall state:
  - i. The applicant is a United States citizen or legal permanent resident 18 years of age or older; or
  - ii. The applicant is a qualified alien or nonimmigrant under the federal Immigration and Nationality Act, Title [8 U.S.C., 18](#) years of age or older lawfully present in the United States and provide the applicant's alien number issued by the Department of Homeland Security or other federal immigration agency.

**[SIGNATURES CONTINUE ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CLUB: DHS Boys Soccer Booster Club INC**

**CITY: City of Dunwoody, Georgia**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (Typed or Printed)  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
City Manager  
City of Dunwoody, Georgia

**ATTEST:**  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (Typed or Printed)  
\_\_\_\_\_  
Title

**ATTEST:**  
\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**  
\_\_\_\_\_  
City Attorney Signature

**Affidavit Verifying Status  
for City Public Benefit Application**

By executing this affidavit under oath, as an applicant for a City of Dunwoody, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Dunwoody license/permit for:

1) \_\_\_\_\_ I am a United States citizen **(Must include copy of either Georgia Driver's License, Passport, or Military ID)**

**OR**

2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\* **(Must include either a copy of your Permanent Resident Card or Employment Authorization Card as well as another form of government issued identification such as Georgia Driver's License, Military ID, or Passport)**

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**\*Alien Registration number for non-citizens:** \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

Notary Public: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

\_\_\_\_\_



Attachment A

**I. OBLIGATIONS OF THE CITY**

The City agrees to:

- a. Allow the non-exclusive use of the Facilities to the Club under expressed terms and conditions set forth by the City for the purpose of conducting Soccer Programs; the use of the Facilities shall be limited to practices, games, meetings, clinics and demonstrations for the promotion of the sport, community interest and welfare, which may include opening day activities, tournaments, camps and special events.
- b. The Club and City agree to terms for the use of the Facilities for such other activities, such use or uses shall be governed by separate agreement or agreements. The City will maintain the facility scheduling for these activities and collect all fees for the activities except as defined for fund raising initiatives. The Association must pay \$10 per hour for fund raising tournaments in addition to the established hourly rate in the Athletic Association Manual.
- c. The Club shall be able to schedule hours during Monday-Friday from 3pm-6pm through the Dunwoody High School Youth Sports Liaison for programs. Other times during Sundays-Saturdays from 7am-10pm will be made available to utilize City Facilities, upon request to the City Parks and Recreation Department. The City will allocate scheduled time of the facility based on the greatest programming need.
- d. Provide fields at the beginning of the Club's operating season, field lights, field electrical outlets, watering systems, utilities, park buildings and structures as needed.
- e. Clean restrooms not less than one (1) time daily.
- f. Provide general, standard and customary maintenance of the Facilities, as defined in Attachment C, Maintenance Policy.

**II. OBLIGATIONS OF THE CLUB**

The Club agrees to:

- a. Adhere to all rules and regulations as defined in the City of Dunwoody Athletic Club Manual and Appendix (Attachment D)
- b. Provide a soccer program in accordance with all guidelines set forth by the City. The Club agrees that all of its members, whether paid or volunteer, must undergo a criminal background check prior to being allowed to participate in any activities on any City property.
- c. Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable.
- d. Provide goals, nets and all soccer related items and maintain the upkeep of those items including securing them when not in use.

- e. Paint all soccer field markings and provide appropriate field paint. Field paint must be approved by the City prior to use.
- f. Maintain the playing fields to include placing goals appropriately, raking crumb rubber in high traffic areas between games, and any other playing field maintenance to ensure a proper safe playing surface as defined in Attachment C, "Maintenance Policy".
- g. It is the responsibility of the Club to ensure that all facility rules are followed, failure to do so shall constitute a material breach of this Agreement.
- h. Protect, defend, indemnify and hold harmless the City, its Mayor, Council members, officers, employees, successors, assigns, and agents from and against any and all claims, suits, losses, liabilities, damages, deficiencies, expenses, or costs (including, without limitation, reasonable attorney's fees, investigative and/or legal expenses, and costs of judgment, settlements, and court costs) (hereinafter "Claims") suffered or incurred by such parties whether arising in tort, contract, strict liability, or otherwise and including, without limitation, personal injury, negligence, wrongful death, or property damage, regardless of the outcome of any such action, proceeding, or investigation caused by, related to, based upon, or arising out of the Club's use of the Facilities, provision of Athletic Programs or activities, or otherwise, excluding Claims caused by the sole negligence of the City. The language of this indemnification clause shall survive the termination of this Agreement, even if the City terminates this Agreement for convenience.
- i. The Club shall further either (a) require each of its Subcontractors to procure and to maintain during the term of his subcontract Subcontractor's public liability and property damage and vehicle liability insurance of the type and in the same amounts as specified in the preceding paragraphs, or (b) insure the activities of the Club's Subcontractors under the Club's own insurance policy.
- j. If the Club chooses to use the portion of the Facilities for concessions, the Club shall provide its own food and clean-up the area after each use to replicate its appearance prior to each use. The Club must obtain all required health certificates to serve said food and shall be responsible in accordance with subsection (d) above for any liability as a result of providing these concessions. No alcohol may be sold and/or served at any game, function or event on the Property and no alcohol may be possessed by anyone during the times the Club uses said Facilities.
- k. The Club shall maintain a schedule of all functions at the facility and shall submit a report of all recorded functions of the previous year to the City each January to include date, use and number of participants.
- l. The Club may not charge individual gate fees to Dunwoody residents for practices, games, meetings, clinics and demonstrations, except as part of an approved fund raising initiative.
- m. The Club must provide a succession plan for its organization and annually report to the City its current board members and term limits.
- n. The financial relationship shall be as follows:

- i. Beginning January 1, 2025, the Club must pay the City an hourly rate of usage as defined in the City of Dunwoody Athletic Club Manual and Appendix. Prior to the season beginning any unused scheduled time may be credited to the Club for future use. Once the season begins, program credits will only be considered for dates that the facility is closed by the City or inclement weather cancellations that can't be rescheduled during the make-up block time frame. Credit requests must be made in writing to the City.
- ii. The Club is also entitled to make further contributions directly to the City towards capital improvements to the Facility at any time. The Club must indicate in writing for what those funds are to be used and the City shall restrict the usage of those funds to that purpose unless changed by both parties in writing. The Parks Director may approve all suggested projects as needed and will request approval from the City Manager or City Council as required by the City's procurement policies and procedures. The City will manage the procurement of all goods and services towards these improvements.
- iii. The Club must provide Form 990 to the CITY annually at the time it is filed with the IRS.
- o. The Club may be subject to an independent annual audit at their expense as requested by the City and is subject to all requirements under Open Records Act O.C.G.A. §50-18-70 et seq.
- p. Adhere to all other provisions contained in this Agreement.

### **III. THE CLUB'S MAINTENANCE RESPONSIBILITIES**

- a. The Club is responsible for daily clean-up, placing litter in proper containers prior to leaving the Facilities after each function (games and practices).
- b. The concession area must be maintained in a clean and orderly fashion. The facility used by the Club shall at all times be clean and sanitary and free from rubbish, refuse, food scraps, garbage, dust, dirt and other offensive or unclean materials.
- c. The Club shall obtain the prior written approval and consent from the City before making any repairs, improvements, additions or alterations to said premises, and all improvements, additions or alterations which may be approved shall become the property of the City and remain upon said premises and be surrendered with the premises at the termination of this agreement. Failure to obtain prior written authorization from the City can constitute cause for the immediate termination of this agreement.
- d. The Club will maintain any and all improvements that, in the opinion of the City, are for the primary benefit of the user.
- e. The Club is responsible for reporting all acts of vandalism to the facility or Club property to the City and the local Police Department. A copy of the police report must be filed with the City Department of Parks and Recreation.

- f. The Club shall not use the said premises for any purpose other than that of soccer practices, games, meetings, clinics, tournaments, camps and demonstrations for the promotion of the sport, community interest and welfare.
- g. The Club agrees to take any action necessary to prevent or correct any nuisance or other grievances upon, or in connection with, said premises during the terms of this Agreement.
- h. The City or any of its agents or employees shall have the right to enter upon the said premise at any time during the term of this Agreement to examine, inspect or supervise as deemed necessary.

#### **IV. THE CLUB'S SAFETY PRECAUTIONS**

- a. The Club agrees to administer activities at the said facility in a safe and professional manner, having a sufficient number of adults present to supervise all scheduled activities, from the time the first person arrives until the last person departs.
- b. The City has the right to cancel any scheduled activity on an athletic field during inclement weather when it is determined that such activity would damage the field. Persistent damage to the City facilities by the Club will result in the Club being prohibited from using the City facilities.
- c. In the event of lightning, for the safety of the participants, all play shall be suspended until the danger has passed. When the field is cleared of participants, all children should be directed either inside a building or inside an automobile.

Attachment B  
Brook Run Park Facility



Attachment C

Brook Run Park Multi-Use Field Maintenance

<u>Task</u>	<u>Frequency</u>	<u>Responsible party</u>
Raking crumb rubber in high traffic field positions	Between games	THE CLUB
Field sweeping debris removal/ high traffic areas	Daily/ during usage days	THE CLUB
Trash Removal –Plaza and Common Areas	Daily/ as needed	THE CLUB
Litter pick up from parking area and all associated walkways and grounds throughout Facilities	Daily/ during usage days	THE CLUB
Task	Frequency	Responsible party
Field Sweeping/full field	Twice a Month / Dependent on usage	City
Field grooming /full field	Twice a Month/ Dependent on usage	City
Concrete, debris blow off	Once Daily	City
Indoor concessions - Cleaning inspection	Quarterly	City
Public Outdoor Trash Removal	Once Daily / As Needed	City
Pressure wash concrete, facility	Yearly/ as needed	City
Public Restroom cleaning	Once Daily / As Needed	City
Trash Removal –Plaza and Common Areas	Once Daily / As Needed	City



Parks & Recreation

# **Athletic Association Manual**

## **Policies and Procedures**

Updated: October 2021

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## Contact Information

### City of Dunwoody Parks and Recreation Department

4800 Ashford Dunwoody Road  
Dunwoody, Ga 30338  
678-382-6700

### Staff Contacts

~~Rachel Waldron Brent~~  
~~Walker~~ Director  
Phone: 678-382-6857  
Email: [Rachel.WaldronBrent.Walker@dunwoodyga.gov](mailto:Rachel.WaldronBrent.Walker@dunwoodyga.gov)

Kate Borden, Recreation Program  
~~Manager~~ Leader Phone: 678-382-  
6861  
Email: [Kate.Borden@dunwoodyga.gov](mailto:Kate.Borden@dunwoodyga.gov)

**I. Athletic Association Requirements**

This document serves as the Athletic Association Policy and Procedures Manual for The City of Dunwoody Parks and Recreation. This manual shall apply to all athletic associations (AA) and contains requirements that all AAs must fulfill in order to conduct its program in a City owned park or facility.

This Manual will outline the basic structure of the City of Dunwoody’s requirements for the AA to operate within the City to ensure all programs are operated in accordance with the City standards. In order to qualify to operate on City property, each AA must adhere to minimum requirements. These requirements are necessary to insure the protection of all AA members. Violation of any requirements shall constitute cause for revocation of the facility. In addition, situations may arise requiring the City to be involved in issues related to AA operations. In these instances, the AA is required to cooperate with the City to resolve issues not specially covered by this Manual.

**1. Nonprofit Organization Status**

The AA will incorporate and register with the Georgia Secretary of State’s Office as a not-for-profit corporation. Proof of not-for-profit status must be submitted annually to the City by April 1<sup>st</sup> of each year.

**2. Liability Insurance Coverage**

- a. AA shall at all times exonerate, indemnify, and hold harmless the CITY from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury (including death) to persons or property (i) caused by, or (ii) sustained on the Space in connection with the performance of this Agreement or any extension or renewal thereof or conditions created thereby and shall assume and pay for, without cost to the CITY, the defense of any and all claims, litigation and actions, suffered through any act or omission of the AA, or anyone directly or indirectly employed by or under the supervision of any of them, or in any way arising out of the use and occupancy of the space.
- b. Except as otherwise consented to in writing by CITY, AA shall maintain in force during the life of this Agreement or any extension or renewal thereof comprehensive general public liability and property damage insurance, in the minimum amount of \$1,000,000.00 with respect to each person, and in the sum of \$300,000.00 with respect to each accident or occurrence, and in the sum of \$1,000,000.00 for injury or damage to property, and CITY shall be named as an additional insured under such policy or policies of insurance.
- c. Except as otherwise consented to in writing by CITY, AA shall furnish to the CITY within thirty (30) days after execution of this agreement, a certificate or certificates evidencing such insurance coverage in companies doing business in Georgia and acceptable to CITY covering:
  - i. The location and the operations to which the insurance applies
  - ii. The expiration date of policies
  - iii. An agreement that the policies certified will not be changed or canceled

without thirty (30) days prior notices to CITY, as evidenced by return receipts of registered or certified letters. Prior to ten (10) days before the expiration of any such certificate, AA shall deliver to the CITY a certificate renewing or extending the terms for a period of at least one (1) year, or a certificate acceptable to CITY evidencing the required insurance coverage.

- d. Except as otherwise consented to in writing by CITY, AA shall insure that any organizations participating in any sporting event with AA at the Facility shall maintain in force comprehensive general public liability and property damage insurance, in the minimum amount of \$1,000,000.00 with respect to each person, and in the sum of \$300,000.00 with respect to each accident or occurrence, and in the sum of \$1,000,000.00 for injury or damage to property, and CITY shall be named as an additional insured under such policy or policies of insurance.

3. Bylaws

A copy of the AA bylaws must be submitted to the City each year and within five days after any amendments or changes prior to use of any City facilities. The AA should review and approve their bylaws a minimum of every two years.

4. Financial Reports

The Official Code of Georgia Annotated requires that all corporate minutes and books of account be held open for inspection by any member of the AA at any reasonable time. The AA shall assume the financial responsibility for the recreation program it operates. The City of Dunwoody recommends that each AA be bonded and that annual internal audits are performed on all accounts. The AA must provide financial statements to the CITY as defined in their facility usage agreement.

Without regard to any designation made by the person or entity entering this Agreement, the City of Dunwoody considers all information submitted in relation to the Agreement to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act O.C.G.A. § 50-18-70 *et seq.* as may be amended in the future, unless a court order is obtained to the contrary.

5. City of Dunwoody Meeting Requirements

Each year, the City will host a meeting that the AA is required to attend. The purpose of the meeting is to increase communication between both parties and improve operations.

- a. The meeting will be held yearly (usually in December)
- b. AA President attendance is required or at least one representative
- c. This requirement must be met in order for the AA to have use of City facilities for the next year.

- d. All AA season forms are due at this meeting (Insurance, non-profit paperwork/renewal, field requests for the year, AA information form) (Appendix page 6).

#### 6. Non-Discrimination Requirement

The AA must ensure that no persons be denied participation in any program based on race, color, creed, religion, sex, national origin, age, disability, genetic information, pregnancy, childbirth, or other legally protected category or classification with the exception that children may be grouped by age on teams to ensure safety of the participants. The AA must be in compliance with the Americans with Disabilities Act.

#### 7. Facility Use Agreement

The AA must obtain a Facility Use Agreement from the City a minimum thirty (30) days prior to the first scheduled practice of each year. This permit is to be obtained from the City on behalf of the AA by the President. This permit, issued annually per sport, specifically identifies facilities to be used by the AA and the terms and conditions of said use. Adherence to all requirements outlined in this Manual for an AA operating in a Park is a condition of the Facility Use Agreement. Failure to adhere to the Policies and Procedures may result in suspension or revocation of the Facility Use Agreement.

The sole purpose of Facility Use Agreement is for the use of sports fields and adjacent spectator areas. This does not include public park areas such as, but not limited to walking trails, paths, sidewalks, parking lots, playgrounds, and pavilions which must remain open for active/ passive park users. Passive and open may not be reserved for organized practice or play. Use of the walking trails for purposes other than running or walking is strictly prohibited. The AA is responsible for ensuring that walking tracks and trails adjacent to sports fields are clear of spectators during AA activities. The AA may be liable for any incidents related to unauthorized use.

The AA may not sublet Park facilities to another organization or permit any separate organization to use a Park under the AA name, except as defined in their Facility Usage Agreement for fundraising initiatives.

The AA may collect a fee for managing tournaments with organizations associated with the AA in addition to the terms defined in their Facility Usage Agreement for fund raising initiatives. The associated organization will have to pay the rental fee for those tournaments to the City at the Category 2 outside tournament/organization rate noted and may not host any tournaments for any other sport other than what the AA offers. Violation of these rules will require the forfeiture of any money made as a result of the use of the Park and may result in the revocation of the Facility Use Agreement.

#### 8. Cancellations

The City of Dunwoody reserves the right to cancel any scheduled activity on City property when it determines that such use could potentially cause unsafe conditions for the AA, spectators, general public and/or damage to the facility or grounds. Furthermore, the City maintains the authority to close a facility at any time it deems it to be in the best interest of

the public.

#### 9. SAVE Affidavit

Pursuant to O.C.G.A. § 50-36-1(e), City contracts within the state of Georgia shall include the following provisions on the attached Affidavit Verifying Status:

- a. Provide at least one secure and verifiable document, as defined in Code Section 50-36-2;
- b. Execute a signed and sworn affidavit verifying the applicant's lawful presence in the United States, which affidavit shall state:
  - a. The applicant is a United States citizen or legal permanent resident 18 years of age or older; or
  - b. The applicant is a qualified alien or nonimmigrant under the federal Immigration and Nationality Act, Title [8 U.S.C.](#), 18 years of age or older lawfully present in the United States and provide the applicant's alien number issued by the Department of Homeland Security or other federal immigration agency.
- c. See Appendix Page 8

## II. Facility Use/Operations

### 1. Role of the City

The role of the City is to facilitate agreements and permits with organizations desiring to use City athletic fields and facilities to implement various youth athletic programs, activities and events; and to ensure that recreational assets of the City of Dunwoody are utilized effectively to allow maximum participation and citizen access. In addition the City will:

- a. Allow the non-exclusive use of the Facilities to the Association under expressed terms and conditions set forth by the City for the purpose of conducting sports Programs; the use of the Facilities shall be limited to practices, games, meetings, clinics and demonstrations for the promotion of the sport, community interest and welfare, which may include opening day activities, tournaments and special events.
- b. The Association and City agree to terms for the use of the Facilities for such other activities, such use or uses shall be governed by separate agreement or agreements. The City will maintain the facility scheduling for these activities and collect all fees for the activities.
- c. For parking information, please reference your Field Usage Agreement.
- d. Provide fields at the beginning of the Association's operating season, field lights, field electrical outlets, watering systems, park buildings and structures as needed.

- e. Clean restrooms not less than one (1) time daily.
- f. Provide general, standard and customary maintenance of the Facilities, as defined in your Field Usage Agreement
- g. Provide for the Association's use of the building (hereinafter "Field House") on the Facilities property for use in conjunction with provision of its programs under this Agreement, including use of said building for purposes of concessions during the times the Association uses the Facilities for games and practices in accordance with the provisions of this Agreement.

## 2. AA Responsibilities

- a. Provide a sports program in accordance with all guidelines set forth by the City. The Association agrees that all of its members, whether paid or volunteer, must undergo a criminal background check prior to being allowed to participate in any activities on City Property. (Reference Appendix Page 7)
- b. Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable.
- c. Maintain the playing fields based on the Field Usage Agreement
- d. It is the responsibility of the Association to ensure that all facility rules are followed, failure to do so shall constitute a material breach of this Agreement.
- e. Protect, defend, indemnify and hold harmless the City, its Mayor, Council members, officers, employees, successors, assigns, and agents from and against any and all claims, suits, losses, liabilities, damages, deficiencies, expenses, or costs (including, without limitation, reasonable attorney's fees, investigative and/or legal expenses, and costs of judgment, settlements, and court costs) (hereinafter "Claims") suffered or incurred by such parties whether arising in tort, contract, strict liability, or otherwise and including, without limitation, personal injury, negligence, wrongful death, or property damage, regardless of the outcome of any such action, proceeding, or investigation caused by, related to, based upon, or arising out of the Association's use of the Facilities, provision of Athletic Programs or activities, or otherwise, excluding Claims caused by the sole negligence of the City. The language of this indemnification clause shall survive the termination of this Agreement, even if the City terminates this Agreement for convenience.
- f. The Association shall further either (a) require each of its Subcontractors to procure and to maintain during the term of his subcontract Subcontractor's public liability and property damage and vehicle liability insurance of the type and in the same amounts as specified in the preceding paragraphs, or (b) insure the activities of the Association's Subcontractors in the Association's own insurance policy.

- g. If the Association chooses to use the portion of the Field House designated for concessions, the Association shall provide its own food and clean-up the area after each use to replicate its appearance prior to each use. The Association must obtain all required health certificates to serve said food and shall be responsible in accordance with subsection (d) above for any liability as a result of providing these concessions. No alcohol may be sold and/or served at any game, function or event on the Property and no alcohol may be possessed by anyone during the times the Association uses said Facilities.
- h. The Association shall maintain a schedule of all functions at the facility and shall submit a report of all recorded functions of the previous year to the City each January to include date, use and number of participants.
- i. The Association may not charge individual gate fees to Dunwoody residents for practices, games, meetings, clinics and demonstrations. You must charge the gate fee as part of your tournament fees. No money should be collected at the gate for tournaments, except as defined in their Facility Usage Agreement for fundraising initiatives.
- j. The Association must provide a succession plan for its organization and annually report to the City its current board members and term limits.
- k. The Association must provide the City with documentation and the schedule of all tournaments and must provide a facility attendant to be present through the entirety of the tournament to ensure that all facility rules and regulations are followed by the participants and spectators.

### 3. Field Scheduling

Proposed dates for use of City facilities must be submitted in writing a minimum of forty five days in advance to the City. Once submitted, the City will allocate field space as deemed in the best interest of the City residents. Final decisions regarding field schedules will be the decision of the City. The AA will be required to submit a letter providing accurate participation numbers for current or past seasons to assist in determining field space needs. Priority for field use will be given based on need and in accordance with the Field Use Agreement.

### 4. Games and Practice Schedules

The AA must make the scheduling of recreation teams their first priority when scheduling teams. Recreational Leagues should take precedence over Select/Travel Leagues. Unused field time will be scheduled by the City as deemed necessary.

All AA game schedules shall be submitted one week prior to the first schedule games. Any changes to facility scheduled time shall be submitted 48 hours in advance of rescheduled time.

### 5. Tournaments/Events

All tournaments should be approved by the City and rental fee paid directly to the city (See Appendix for rental rates)

The City reserves the right to impose an additional fee for use of the facility if it is determined the event is not directly linked to the normal operations of the AA of the park/facility whether during the allotted time or not. (The City reserves the right to prioritize tournament/event rentals based on their impact to the facility, fields, quality and size of the tournament, local economy, past history, etc.

All outside organizations not associated with an AA wishing to conduct a tournament/event in a park/facility MUST make their request directly to the City. Outside organizations are subject to a fee for the use of the facility and an attendant. The City reserves the right to change, alter or cancel the event based on weather conditions or unapproved changes to the structure of the event.

#### 6. Camps/Clinics

The AA must submit a request in writing to the City for the use of a Park for any camps and clinics sponsored by the AA. The written request should be received by the City at least forty-five (45) days prior to requested dates of use. Failure to provide adequate request and notice of scheduled activities to the City could result in conflicts with City sponsored camps & clinics or scheduled park maintenance and rejection of a Facility Use Agreement.

#### 7. Criminal Background Check Requirements

- a. AA shall comply with the provisions of the Code of the City of Dunwoody, Georgia and Official Code of Georgia annotated and all appropriate statues and regulations governing the services it furnishes and, when applicable, with the standards of its profession. AA acknowledges their responsibility to report child abuse under O.C.G.A 19-7-5 as may be amended in the future and they accept responsibility to adhere to it, including all paid employees and volunteers and that failure to do so shall constitute a material breach of their Agreement with the city.
- b. Provide program in accordance with all guidelines set forth by the City. The AA agrees that all of its members, whether paid or volunteer, must undergo a criminal background check prior to being allowed to participate in any activities on City Property.

Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable. See Appendix Page 7

#### 8. Securing Equipment

The AA must secure all sport specific equipment safely for play during the season and must secure and lock all equipment between seasons. The City will not be responsible for the safety of the equipment, or any theft or damage to the equipment while being stored or left on the fields. No equipment should be secured/locked to a fence/facility.

The AA must clean and organize the store of their materials at the conclusion of each season. Storage of materials in or around the HVAC, electrical rooms and plumbing chases is



prohibited.

#### 9. Security

A designated AA member must make sure the permitted area is secure before leaving the park. All buildings must be closed and locked. All gates must be closed.

### III. Fees and Charges

#### 1. Facility Use Fees/Credits

The fee for use of athletic fields is determined by the Athletic Field Use Agreement. All AAs should pay 100% of expected field user fees prior to registration and the fees must be paid two weeks before the first practice/tryout of that season. The City will block out make up dates for inclement weather cancellations that can be used by the AA to reschedule games/practices as needed at no additional charge. Program credits will be considered for dates that the facility is closed by the City or inclement weather cancellations that cannot be rescheduled during the make-up block period. All other credits must be requested 7 days prior to the scheduled date or no credit will be applied and the AA group will be charged for their time as scheduled. (See Manual Appendix page 5 for fee schedule.)

#### 2. Tournament Fees

Groups that request field space for tournaments outside of your organization will be required to rent the facility from the City and pay the fee to reserve the dates. The outside organization group is responsible for paying the rental fee to the City for the outside tournaments that they host. This will go through the City parks fee software. A field rental contract must be signed and rental fees collected before the permit is issued.

Any tournaments that occur as part of the Association's recreation programs, the fee will be assessed at the Category 2 recreation program rate for the tournament hours. Any fundraising tournaments hosted by an association will be assessed an hourly fee as defined in their facility usage agreement.

#### 3. Fundraising

The AA must inform the City, in writing, of all fund raising activities that take place in the park. This information is used to verify the validity of fund-raising activity to the public.

#### 4. Park Admission Fees

The AA is NOT permitted to charge admission fees or collect donations for admittance to the park during regular season games and/or practices. The AA may charge gate fees to tournament groups as part of their registration fee for the tournament. No fees will be collected during the rental times

#### 5. Commercial Activity-Vendors

Commercial activity in a recreation facility is prohibited, unless prior approval is given by the City for the benefit of the AA. If the AA is approved for commercial activity, any contract with a commercial vendor shall be between the vendor and the AA. AA must require vendors to provide a comprehensive general liability insurance policy for a minimum limit of \$1,000,000 per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. The Certificate of Insurance must list The City of Dunwoody as additional insured. The Certificate of Insurance must be forwarded to the City two (2) weeks prior to the vendor operating in the park for authorization and verification. Vendors must provide a proper business license.

#### 6. Clean up Fees

If the City is required to do the cleanup after an event, then the AA will be charged a clean-up fee of at least \$250. If excessive cleanup or maintenance is required an additional fee will also be charged.

## VI. Safety and Security

### 1. Vandalism and Accident/Injury

Vandalism must be reported to DPD immediately by calling 911. The AA is responsible for notifying the City of any vandalism, minor injury within 24 hours after the incident. The AA must report damage to the City facility or building and serious injury/incidents immediately. If damage is a result of the AAs negligence or failure to comply with accepted operational or security measures, the AA may be held responsible for reimbursing the City for all or part of the repair costs.

### 2. Park Rules and City Ordinances

The AA must abide by current City park rules and ordinances.

### 3. Procedures for Closing Fields or Parks

In the event of inclement weather, it may be necessary to require a specific field or park to be closed. The City has the right to close a field as it sees fit. These rules are designated to provide residents with safe playable surfaces. Failure to comply or abuse these procedures by the AA may result in the City revoking the use of the Facility Use Permit.



**Athletic Association  
Policy and Procedures Manual  
Appendix**

Updated: February 2021

# Athletic Field Usage Policy

## Section 1 – Field Use Policy

Reserved use of athletic fields is permitted by this policy and encouraged by The City of Dunwoody. **Unreserved athletic fields will be available to the general public for open, unstructured or public recreation on a first come/first served basis during the normal operating hours of the park/ facility.**

The City of Dunwoody reserves the right to modify these policies and procedures and to develop and enforce such additional rules and regulations as may be required for the protection of the parks, athletic fields at the parks, the users and the patrons of the parks. Athletic fields may be defined as natural or synthetic surfaces including, but not limited to grass, dirt, turf, concrete, asphalt etc. Athletic fields may be closed by the City due to weather conditions, maintenance, to protect the public from unsafe conditions or to protect the fields from damage due to overuse. When reserved for use by a priority user, fields are not available to the general public.

## Section 2 - Priority Users

Four priority categories of facility users are hereby created (Category 1 being the highest priority) and shall be considered in the allocation of athletic fields and scheduled time at all parks. The City of Dunwoody reserves the right to set priorities based upon, but not limited to, the following: the number of participants, the residency of participants and the overall impact of the group or organization upon the established recreational needs of City residents.

### Category 1 – The City of Dunwoody Parks and Recreation Programs

“The City of Dunwoody” shall include all of the following: activities and programs of the Parks and Recreation Department and events sponsored, co-sponsored or partnered with the Department.

### Category 2 – Athletic Associations

An “AA Group” is defined as an athletic organization that has a Facility Usage Agreement with the city. DeKalb County School District - Dunwoody Cluster athletic programs

### Category 3 – Local Civic, Faith Based and/or Private Educational Groups, Non-Profit, Individuals

“Local Civic, Faith Based and/or Private Educational Groups” shall include, but are not limited, to organizations such as the Rotary Club, private schools or home school groups located within the City boundaries.

“Non-Profit” is a legal entity organized and operated for a collective, public or social benefit, in contrast with an entity that operates as a business aiming to generate a profit for its owners.

“Individual” a person using the field for a private recreational use. i.e. birthday parties, skills training, lessons, practice or events of a similar nature.

#### Category 4 – Businesses, Other Contracted Organizations and Groups

Any business, organization, club, or group that does not fall within the definitions of Category 1, 2 or 3, as defined above, shall be considered a Category 4 user under this Policy.

#### Section 3 - Athletic Field Reservations

An athletic field shall be considered reserved upon the payment to the city of the prescribed fee and the issuance of a Rental Agreement provided by the City. The Rental Agreement shall include ALL of the following:

- ✓ The name of the organization reserving the athletic field.
- ✓ The name, address and phone number of the individual making the application and contact person for the permit.
- ✓ The specific athletic field(s) being reserved.
- ✓ The date of issuance.
- ✓ The date, time and duration of the permit.
- ✓ The specific fee or fees charged and schedule of payment.
- ✓ All conditions assigned to the permit over and above the requirements of this Policy.

#### Section 4 - Sales on Park Property

The City of Dunwoody reserves to itself complete and exclusive rights to regulate the sale of all goods and services sold or conducted on park property. All commerce is expressly prohibited without the approval of the City of Dunwoody. Vendors are subject to all business license and insurance requirements. In addition all vendors must successfully complete any applications and pay fees set forth by the City. Food concessions must be approved by the City and follow all City Codes and Ordinances.

#### Section 5 – Fees and Charges

The most recent Schedule of Fees and Charges for the Use of Athletic Fields, as approved by the City Council, is attached hereto and incorporated herein as Exhibit “A”. The Schedule of Fees and Charges for the Use of Athletic Fields may be amended from time to time by the City Council.

#### Section 6 – Athletic Field Use Rules

Reservation is for the designated athletic field and immediate surrounding area only. All other park attractions and facilities are open to the public.

In the event the organization is an athletic association, the association shall comply with the most current version of the Athletic Associations Policy and Procedures Manual.

In the event the organization is conducting business in the park such as a tournament rental, the organization will be subject to all business license and insurance requirements.

In the event a City of Dunwoody program or function conflicts with an organization's use of the athletic field identified in the agreement, the Recreation and Parks program or function shall have priority and the conflict will be resolved by the organization's rescheduling its use of the athletic field.

All organizations and spectators shall follow all City Park Rules. Please leave the park clean. Dispose of all waste in designated receptacles.

**Exhibit A**

<u>User Group</u>	<u>Athletic Fields</u>
<b>Category 1</b> City Programs	
<b>Category 2</b> AA Groups, Dunwoody Cluster Schools	\$20 hr/field (Min of 2 hrs/up to 11 hours) \$200 day/field Lights Included
<b>Category 3</b> Civic, Faith Based, Private Schools, Non- Profit Groups, Individuals	\$100 hr/field (Min of 2 hours/up to 6 hours) \$1,000 day/field Individuals: (\$100 per hour up to 3-hour max) Lights Included
<b>Category 4</b> Businesses, Other Contracted Organizations, Groups	\$1,500 day/field \$850 ½ Day (≤ 4 hours) No hourly rate for this category

**Athletic Field Preparation**

If a multipurpose field rental requires initial set-up painting/stripping, the AA is required to do this themselves with permission from the City Recreation Department. All paint products must be approved by the City prior to application

**City of Dunwoody  
Parks and Recreation  
AA Season Information**

Please answer the following questions as completely as possible.

This information will be provided to the general public. This information is due to the City at the Individual AA meeting held each year in December.

AA \_\_\_\_\_ Name: \_\_\_\_\_  
 \_\_\_\_\_ Contact \_\_\_\_\_  
 Person: \_\_\_\_\_  
 Address: \_\_\_\_\_ City \_\_\_\_\_  
 / \_\_\_\_\_ State \_\_\_\_\_ / \_\_\_\_\_ Zip: \_\_\_\_\_  
 \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

Sport: \_\_\_\_\_

Season / Year: \_\_\_\_\_

Start & End Dates: \_\_\_\_\_

Age Groups: \_\_\_\_\_

Cost: \_\_\_\_\_

Registration Info: \_\_\_\_\_

(dates, times, location) \_\_\_\_\_

Additional Information: (attach additional sheets as necessary)

Please provide accurate participations numbers from the previous season/ year, the number of games played and the number of teams for each league. Please specify Boys, Girls, recreational teams, feeder, travel, academy, select teams, etc.

\_\_\_\_\_



Background Check  
City of Dunwoody Parks & Recreation

My signature authorizes the above company to receive my criminal history and record information pertaining to me that may be on file at any state or local criminal jurisdiction in the State of Georgia.

Name: \_\_\_\_\_  
DOB: \_\_\_\_\_  
Race: \_\_\_\_\_  
Sex: \_\_\_\_\_  
Address: \_\_\_\_\_  
Social: \_\_\_\_\_  
Program Name: \_\_\_\_\_  
Child program: Yes \_\_\_\_\_ No \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR INTERNAL USE ONLY**

Requester: Kate Borden                  Brent Walker  
Signature \_\_\_\_\_ Date: \_\_\_\_\_  
No Record \_\_\_\_\_  
Record \_\_\_\_\_  
If yes, state charge and convictions:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Affidavit Verifying Status  
for City Public Benefit Application**

By executing this affidavit under oath, as an applicant for a City of Dunwoody, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Dunwoody license/permit for:

1) \_\_\_\_\_ I am a United States citizen **(Must include copy of either Georgia Driver’s License, Passport, or Military ID)**

**OR**

2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\* **(Must include either a copy of your Permanent Resident Card or Employment Authorization Card as well as another form of government issued identification such as Georgia Driver’s License, Military ID, or Passport)**

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**\*Alien Registration number for non-citizens:** \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

Notary Public: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of “alien”, legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

\_\_\_\_\_

STATE OF GEORGIA  
CITY OF DUNWOODY

FACILITY USAGE AGREEMENT

THIS AGREEMENT by and between the **City of Dunwoody, Georgia**, a municipal body politic and corporate, hereinafter designated "CITY" and **Dunwoody High Stix Club, Inc.** 1441 Dunwoody Village Parkway, Suite 200, Atlanta, Georgia 30338, a private nonprofit organized under the laws of the State of Georgia, hereinafter designated the "Club."

WITNESSETH:

WHEREAS, CITY owns and operates BROOK RUN PARK located at 4770 N. Peachtree Rd, (hereinafter designated as "Facilities"), for the purpose of serving the residents of the City of Dunwoody by locating and housing therein various public and private companies, corporations, and organizations capable of and willing to provide their services to the residents of the City of Dunwoody; and

WHEREAS, the undersigned CLUB desires to operate a lacrosse program for the benefit of residents of the City of Dunwoody and agrees to utilize space in the Facilities in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY does hereby grant usage to the CLUB of approximately 9 acres of space at Brook Run Park delineated on the Layout attached hereto as Attachment B and by reference made a part hereof (hereinafter referred to as "Space") consisting of the fields, parking lot adjoining the fields, in accordance with the CLUB's provision of its programs delineated herein.
2. This Agreement, beginning on January 1, 2025 is for an initial term expiring on December 31, 2025. This Agreement shall terminate absolutely and without further obligation on the part of the City on December 31, 2025, as required by O.C.G.A. § 36-60-13, unless terminated by either Party prior to the conclusion of the initial term. This Agreement may be renewed on an annual basis for additional successive twelve (12) month term(s) upon terms and conditions negotiated by both parties.
3. Intentionally Deleted.
4. This Agreement may be renewed for one or more additional successive twelve-month term(s), subject to the following conditions:
  - (a) The CLUB shall provide written notice to CITY at least sixty (60) days prior to the expiration date of this Agreement exercising the option to renew the Agreement, provided that the parties are able to reach an agreement on mutually-agreeable terms for the current renewal term of the Agreement.

- (b) The CLUB shall continue to perform its services and to coordinate its performance with that of other users and CITY.
- (c) The CLUB shall comply with the conditions of this Agreement and any amendments thereto.
5. Either party shall have the right to terminate this Agreement for any reason at any time during the original term of the Agreement or any extension or renewal thereof by giving written notice to the other party of its intention to terminate at least ninety (90) days prior to the effective date of termination. CITY reserves the right to terminate and cancel this Agreement or any extension or renewal thereof immediately and without notice at any time the CLUB fails or refuses to fulfill the terms and conditions set forth herein. The CLUB, upon termination of this Agreement or any renewal thereof, or cancellation thereof by CITY, shall vacate and deliver up the Space peaceably, quietly, and in good order and condition.
6. For the purpose of this Agreement, all notices to be given hereunder shall be in writing and shall be deemed given when deposited in the United States Mail, postage prepaid, certified, and addressed as follows:
- (a) CITY: City of Dunwoody  
4800 Ashford Dunwoody Rd  
Dunwoody, Georgia 30338  
Attention: Parks & Recreation, Parks  
Director
- (b) CLUB: Dunwoody High Stix Club, Inc.  
1441 Dunwoody Village Parkway, Suite 200  
Dunwoody, Georgia 30338
7. CITY does hereby designate the Parks & Recreation Department as its representative in all matters pertaining to this Agreement. All requests and issues arising from use of the Space described herein should be addressed to the Parks & Recreation Department through its Parks Director at the notice address set forth above. The Parks Director or their designee shall be the primary contact to the CLUB.  
The Parks Director is authorized to establish such administrative procedures he or she deems appropriate to carry out and enforce the terms of this Agreement.
8. The CITY and the CLUB shall provide services in accordance with the terms of Attachments A and D, which are attached hereto and by reference made a part hereof, during the term of this Agreement. The CLUB agrees to provide CITY with appropriate information as the CITY may request about its program activities, including program operating hours, in order to facilitate operation of the Facility and coordination by the CITY.

Intentionally Deleted.

9. Except as otherwise consented to in writing by the CITY, the CLUB shall maintain in force during the life of this Agreement or any extension or renewal thereof comprehensive general public liability and property damage insurance, in the minimum amount of \$1,000,000.00 with respect to each person, and in the sum of \$300,000.00 with respect to each accident or

occurrence, and in the sum of \$1,000,000.00 for injury or damage to property, and CITY shall be named as an additional insured under such policy or policies of insurance.

**Commented [JD1]:** Confirm these amounts are acceptable to the City.

- 10 Except as otherwise consented to in writing by CITY, the CLUB shall furnish to the CITY within thirty (30) days after execution of this Agreement, a certificate or certificates evidencing such insurance coverage in companies doing business in Georgia and acceptable to CITY covering:
  - (a) The location and the operations to which the insurance applies
  - (b) The expiration date of policies
  - (c) An agreement that the policies certified will not be changed or canceled without thirty (30) days prior notices to CITY, as evidenced by return receipts of registered or certified letters. Prior to ten (10) days before the expiration of any such certificate, THE CLUB shall deliver to the CITY a certificate renewing or extending the terms for a period of at least one (1) year, or a certificate acceptable to CITY evidencing the required insurance coverage.
- 11 The CLUB shall comply with the provisions of the Code of the City of Dunwoody, Georgia and Official Code of Georgia annotated and all statues, laws and regulations of any kind governing the services it furnishes and, when applicable, with the standards of its profession. The CLUB acknowledges its responsibility to report child abuse under O.C.G.A 19-7-5 as may be amended in the future and accepts responsibility to adhere to it, including all paid employees and volunteers, and that failure to do so shall constitute a material breach of this Agreement.
- 12 The occupancy and use by the CLUB of the Space and rights herein conferred upon the CLUB shall be subject to rules and regulations as are now or may hereinafter be prescribed by CITY.
- 13 Both parties agree that the provisions of this Agreement and any extension or renewal thereof, are not intended to be nor should they be construed as in any way creating or establishing a relationship between the parties hereto other than that of owner and user, and at all times during the term of this Agreement or any extension or renewal thereof, the CLUB is to be and shall remain as an independent contractor.
- 14 This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

- 15 This Agreement shall be deemed to have been made and performed in the City of Dunwoody, Georgia. For the purpose of venue, all suits or causes of actions arising out of this Agreement shall be brought in the appropriate courts within DeKalb County, Georgia.
- 16 Any amendment or modification of this Agreement shall be set forth in writing as an Amendment to this Agreement, duly executed by the parties, but shall not become effective until thirty (30) days after the execution and delivery of such writing.
- 17 The CLUB shall at the termination of this Agreement or any extension or renewal thereof surrender up the Space in good order and condition, reasonable use and ordinary wear thereof excepted. CITY shall be entitled to all rights and remedies provided by law including, without limitation, the dispossessory rights and remedies provided in O.C.G.A. § 44-7-49, *et seq.* as may be amended in the future.
- 18 Should any provision or term of this Agreement be determined by a court of competent jurisdiction to be unenforceable, all other provisions and terms shall remain in full force and effect.
- 19 This Agreement and any and all amendments thereto and exhibits or attachments incorporated herein constitutes the sole agreement between the parties regarding the subject matter herein. No representations oral or written not incorporated herein shall be binding on the parties. No amendment or modification of this Agreement shall be enforceable unless approved in writing by the City of Dunwoody.
- 20 In the event of a conflict between this Agreement and any exhibit contained herein or any previous agreements, the provisions of this Agreement shall govern.
- 21 Without regard to any designation made by the person or entity entering this Agreement, the City of Dunwoody considers all information submitted in relation to the Agreement to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act O.C.G.A. § 50-18-70 *et seq.* as may be amended in the future, unless a court order is obtained to the contrary.
- 22 The headings of sections and paragraphs, if any, to the extent used herein are for convenience and reference only, and in no way define, limit or describe the scope or intent of any provision hereof, and therefore will not be used in construing or interpreting the provisions hereof.
- 23 Contractor (The CLUB) and Subcontractor Evidence of Compliance

Pursuant to O.C.G.A. § 50-36-1(e), City contracts within the state of Georgia shall include the following provisions on the attached Affidavit Verifying Status:

1. Provide at least one secure and verifiable document, as defined in Code Section 50-36-2;
2. Execute a signed and sworn affidavit verifying the applicant's lawful presence in the United States, which affidavit shall state:

- i. The applicant is a United States citizen or legal permanent resident 18 years of age or older;  
or
- ii. The applicant is a qualified alien or nonimmigrant under the federal Immigration and Nationality Act, Title [8 U.S.C.](#), 18 years of age or older lawfully present in the United States and provide the applicant's alien number issued by the Department of Homeland Security or other federal immigration agency.

**[SIGNATURES CONTINUE ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**THE CLUB: Dunwoody High Stix Club, Inc.**    **CITY: City of Dunwoody, Georgia**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (Typed or Printed)  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
City Manager  
City of Dunwoody, Georgia

**ATTEST:**  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (Typed or Printed)  
\_\_\_\_\_  
Title

**ATTEST:**  
\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**  
\_\_\_\_\_  
City Attorney Signature



**Affidavit Verifying Status  
for City Public Benefit Application**

By executing this affidavit under oath, as an applicant for a City of Dunwoody, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Dunwoody license/permit for:

1) \_\_\_\_\_ I am a United States citizen **(Must include copy of either Georgia Driver’s License, Passport, or Military ID)**

**OR**

2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\* **(Must include either a copy of your Permanent Resident Card or Employment Authorization Card as well as another form of government issued identification such as Georgia Driver’s License, Military ID, or Passport)**

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**\*Alien Registration number for non-citizens:** \_\_\_\_\_

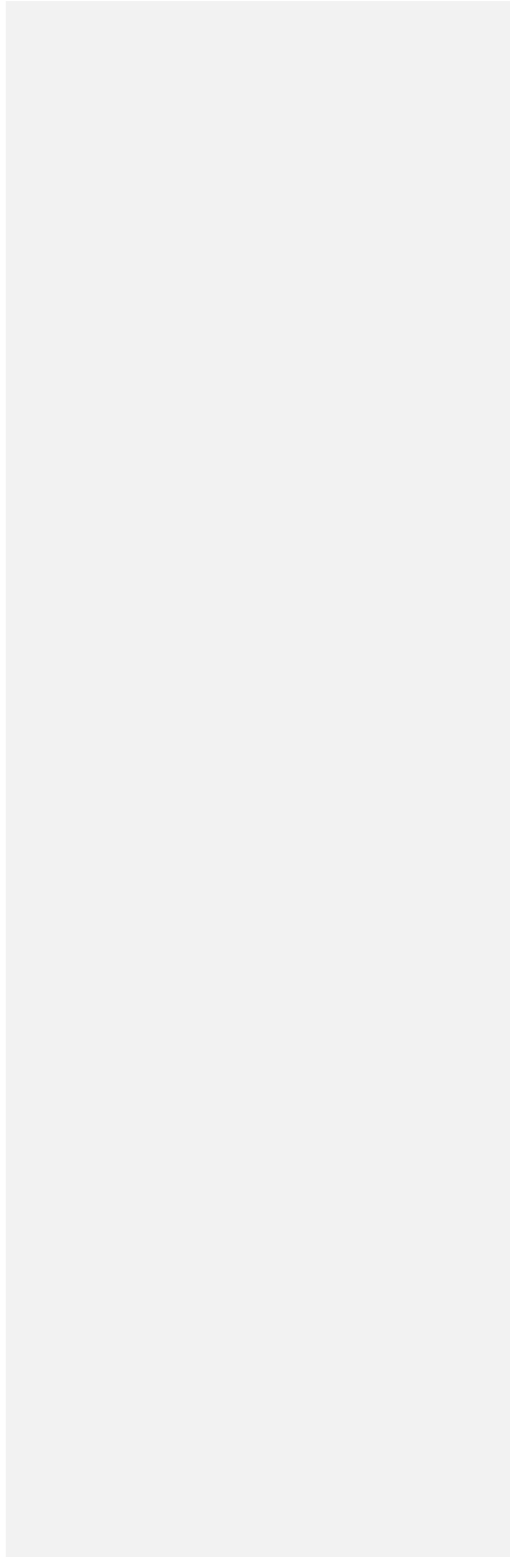
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

Notary Public: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of “alien”, legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

\_\_\_\_\_

Attachment A



## **I. OBLIGATIONS OF THE CITY**

The City agrees to:

- a. Allow the non-exclusive use of the Facilities to the Club under expressed terms and conditions set forth by the City for the purpose of conducting Lacrosse Programs; the use of the Facilities shall be limited to practices, games, meetings, clinics and demonstrations for the promotion of the sport, community interest and welfare, which may include opening day activities, tournaments, camps and special events.
- b. If the Club and City agree to terms for the use of the Facilities for such other activities, such use or uses shall be governed by a separate agreement or agreements. The City will maintain the facility scheduling for these activities and collect all fees for the activities except as defined for fund raising initiatives. The Club must pay \$10 per hour for fund raising tournaments in addition to the established hourly rate in the Athletic Association Manual.
- c. The Club shall be able to schedule hours during Monday-Friday from 3pm-6pm through the Dunwoody High School Youth Sports Liaison for programs. Other times during Sundays-Saturdays from 7am-10pm will be made available to utilize City Facilities, upon request to the City Parks and Recreation Department. The City will allocate scheduled time of the facility based on the greatest programming need.
- d. Provide fields at the beginning of the Club's operating season, field lights, field electrical outlets, watering systems, utilities, park buildings and structures as needed.
- e. Clean restrooms not less than one (1) time daily.
- f. Provide general, standard and customary maintenance of the Facilities, as defined in Attachment C, Maintenance Policy.

## **II. OBLIGATIONS OF THE CLUB**

The Club agrees to:

- a. Adhere to all rules and regulations as defined in the City of Dunwoody Athletic Association Manual and Appendix (Attachment D)
- b. Provide a lacrosse program in accordance with all guidelines set forth by the City. The Club agrees that all of its members, whether paid or volunteer, must undergo a criminal background check prior to being allowed to participate in any activities on any City property.
- c. Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable.
- d. Provide all lacrosse related items and maintain the upkeep of those items including securing them when not in use.
- e. Paint all lacrosse field markings and provide appropriate field paint. Field paint must be approved by the City prior to use.

f.

g.f. Maintain the playing fields to include, raking crumb rubber in high traffic areas between games, and any other playing field maintenance to ensure a proper safe playing surface as defined in Attachment C, "Maintenance Policy".

h.g. It is the responsibility of the Club to ensure that all facility rules are followed, failure to do so shall constitute a material breach of this Agreement.

i.h. Protect, defend, indemnify and hold harmless the City, its Mayor, Council members, officers, employees, successors, assigns, and agents from and against any and all claims, suits, losses, liabilities, damages, deficiencies, expenses, or costs (including, without limitation, reasonable attorney's fees, investigative and/or legal expenses, and costs of judgment, settlements, and court costs) (hereinafter "Claims") suffered or incurred by such parties whether arising in tort, contract, strict liability, or otherwise and including, without limitation, personal injury, negligence, wrongful death, or property damage, regardless of the outcome of any such action, proceeding, or investigation caused by, related to, based upon, or arising out of the Club's use of the Facilities, provision of Athletic Programs or activities, or otherwise, excluding Claims caused by the sole negligence of the City. The language of this indemnification clause shall survive the termination of this Agreement, even if the City terminates this Agreement for convenience.

j.i. The Club shall further either (a) require each of its Subcontractors to procure and to maintain during the term of his subcontract Subcontractor's public liability and property damage and vehicle liability insurance of the type and in the same amounts as specified in the preceding paragraphs, or (b) insure the activities of the Club's Subcontractors under the Club's own insurance policy.

k.j. If the Club chooses to use the portion of the Facilities for concessions, the Club shall provide its own food and clean-up the area after each use to replicate its appearance prior to each use. The Club must obtain all required health certificates to serve said food and shall be responsible in accordance with subsection (d) above for any liability as a result of providing these concessions. No alcohol may be sold and/or served at any game, function or event on the Property and no alcohol may be possessed by anyone during the times the Club uses said Facilities.

l.k. The Club shall maintain a schedule of all functions at the facility and shall submit a report of all recorded functions of the previous year to the City each January to include date, use and number of participants.

m.l. The Club may not charge individual gate fees to Dunwoody residents for practices, games, meetings, clinics and demonstrations, except as part of an approved fund raising initiative.

n.m. The Club must provide a succession plan for its organization and annually report to the City its current board members and term limits.

o.n. The financial relationship shall be as follows:

- i. Beginning January 1, 2025, the Club must pay the City an hourly rate of usage as defined in the City of Dunwoody Athletic Club Manual and Appendix. Prior to the season beginning any unused scheduled time may be credited to the Club for future use. Once the season begins, program credits will only be considered for dates that the facility is closed by the City or

inclement weather cancellations that can't be rescheduled during the make-up block time frame. Credit requests must be made in writing to the City.

- ii. The Club is also entitled to make further contributions directly to the City towards capital improvements to the Facility at any time. The Club must indicate in writing for what those funds are to be used and the City shall restrict the usage of those funds to that purpose unless changed by both parties in writing. The Parks Director may approve all suggested projects as needed and will request approval from the City Manager or City Council as required by the City's procurement policies and procedures. The City will manage the procurement of all goods and services towards these improvements.
- iii. The Club must provide Form 990 to the CITY annually at the time it is filed with the IRS.

~~p-o.~~ The Club may be subject to an independent annual audit at their expense as requested by the City and is subject to all requirements under Open Records Act O.C.G.A. §50-18-70 et seq.

~~e-p.~~ Adhere to all other provisions contained in this Agreement.

### III. THE CLUB'S MAINTENANCE RESPONSIBILITIES

- a. The Club is responsible for daily clean-up, placing litter in proper containers prior to leaving the Facilities after each function (games and practices).
- b. The concession area must be maintained in a clean and orderly fashion. The facility used by the Club shall at all times be clean and sanitary and free from rubbish, refuse, food scraps, garbage, dust, dirt and other offensive or unclean materials.
- c. The Club shall obtain the prior written approval and consent from the City before making any repairs, improvements, additions or alterations to said premises, and all improvements, additions or alterations which may be approved shall become the property of the City and remain upon said premises and be surrendered with the premises at the termination of this agreement. Failure to obtain prior written authorization from the City can constitute cause for the immediate termination of this agreement.
- d. The Club will maintain any and all improvements that, in the opinion of the City, are for the primary benefit of the user.
- e. The Club is responsible for reporting all acts of vandalism to the facility or Club property to the City and the local Police Department. A copy of the police report must be filed with the City Department of Parks and Recreation.
- f. The Club shall not use the said premises for any purpose other than that of lacrosse practices, games, meetings, clinics, tournaments, camps and demonstrations for the promotion of the sport, community interest and welfare.
- g. The Club agrees to take any action necessary to prevent or correct any nuisance or other grievances upon, or in connection with, said premises during the terms of this Agreement.

- h. The City or any of its agents or employees shall have the right to enter upon the said premise at any time during the term of this Agreement to examine, inspect or supervise as deemed necessary.

#### **IV. THE CLUB'S SAFETY PRECAUTIONS**

- a. The Club agrees to administer activities at the said facility in a safe and professional manner, having a sufficient number of adults present to supervise all scheduled activities, from the time the first person arrives until the last person departs.
- b. The City has the right to cancel any scheduled activity on an athletic field during inclement weather when it is determined that such activity would damage the field. Persistent damage to the City facilities by the Club will result in the Club being prohibited from using the City facilities.
- c. In the event of lightning, for the safety of the participants, all play shall be suspended until the danger has passed. When the field is cleared of participants, all children should be directed either inside a building or inside an automobile.

Attachment B  
Brook Run Park Facility



Attachment C

Brook Run Park Multi-Use Field Maintenance

<u>Task</u>	<u>Frequency</u>	<u>Responsible party</u>
Raking crumb rubber in high traffic field positions	Between games	THE CLUB
Field sweeping debris removal/ high traffic areas	Daily/ during usage days	THE CLUB
Trash Removal –Plaza and Common Areas	Daily/ as needed	THE CLUB
Litter pick up from parking area and all associated walkways and grounds throughout Facilities	Daily/ during usage days	THE CLUB
Task	Frequency	Responsible party
Field Sweeping/full field	Twice a Month / Dependent on usage	City
Field grooming /full field	Twice a Month/ Dependent on usage	City
Concrete, debris blow off	Once Daily	City
Indoor concessions - Cleaning inspection	Quarterly	City
Public Outdoor Trash Removal	Once Daily / As Needed	City
Pressure wash concrete, facility	Yearly/ as needed	City
Public Restroom cleaning	Once Daily / As Needed	City
Trash Removal –Plaza and Common Areas	Once Daily / As Needed	City





Parks & Recreation

# **Athletic Association Manual**

## **Policies and Procedures**

Updated: October 2021

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## Contact Information

### City of Dunwoody Parks and Recreation Department

4800 Ashford Dunwoody Road  
Dunwoody, Ga 30338  
678-382-6700

### Staff Contacts

~~Rachel Waldron Brent~~  
~~Walker~~, Director  
Phone: 678-382-68537  
Email: [Rachel.WaldronBrent.Walker@dunwoodyga.gov](mailto:Rachel.WaldronBrent.Walker@dunwoodyga.gov)

Kate Borden, Recreation Program ~~Leader~~  
~~Manager~~ Phone: 678-382-6861  
Email: [Kate.Borden@dunwoodyga.gov](mailto:Kate.Borden@dunwoodyga.gov)

**I. Athletic Association Requirements**

This document serves as the Athletic Association Policy and Procedures Manual for The City of Dunwoody Parks and Recreation. This manual shall apply to all athletic associations (AA) and contains requirements that all AAs must fulfill in order to conduct its program in a City owned park or facility.

This Manual will outline the basic structure of the City of Dunwoody’s requirements for the AA to operate within the City to ensure all programs are operated in accordance with the City standards. In order to qualify to operate on City property, each AA must adhere to minimum requirements. These requirements are necessary to insure the protection of all AA members. Violation of any requirements shall constitute cause for revocation of the facility. In addition, situations may arise requiring the City to be involved in issues related to AA operations. In these instances, the AA is required to cooperate with the City to resolve issues not specially covered by this Manual.

**1. Nonprofit Organization Status**

The AA will incorporate and register with the Georgia Secretary of State’s Office as a not-for-profit corporation. Proof of not-for-profit status must be submitted annually to the City by April 1<sup>st</sup> of each year.

**2. Liability Insurance Coverage**

- a. AA shall at all times exonerate, indemnify, and hold harmless the CITY from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury (including death) to persons or property (i) caused by, or (ii) sustained on the Space in connection with the performance of this Agreement or any extension or renewal thereof or conditions created thereby and shall assume and pay for, without cost to the CITY, the defense of any and all claims, litigation and actions, suffered through any act or omission of the AA, or anyone directly or indirectly employed by or under the supervision of any of them, or in any way arising out of the use and occupancy of the space.
- b. Except as otherwise consented to in writing by CITY, AA shall maintain in force during the life of this Agreement or any extension or renewal thereof comprehensive general public liability and property damage insurance, in the minimum amount of \$1,000,000.00 with respect to each person, and in the sum of \$300,000.00 with respect to each accident or occurrence, and in the sum of \$1,000,000.00 for injury or damage to property, and CITY shall be named as an additional insured under such policy or policies of insurance.
- c. Except as otherwise consented to in writing by CITY, AA shall furnish to the CITY within thirty (30) days after execution of this agreement, a certificate or certificates evidencing such insurance coverage in companies doing business in Georgia and acceptable to CITY covering:
  - i. The location and the operations to which the insurance applies
  - ii. The expiration date of policies
  - iii. An agreement that the policies certified will not be changed or canceled

without thirty (30) days prior notices to CITY, as evidenced by return receipts of registered or certified letters. Prior to ten (10) days before the expiration of any such certificate, AA shall deliver to the CITY a certificate renewing or extending the terms for a period of at least one (1) year, or a certificate acceptable to CITY evidencing the required insurance coverage.

- d. Except as otherwise consented to in writing by CITY, AA shall insure that any organizations participating in any sporting event with AA at the Facility shall maintain in force comprehensive general public liability and property damage insurance, in the minimum amount of \$1,000,000.00 with respect to each person, and in the sum of \$300,000.00 with respect to each accident or occurrence, and in the sum of \$1,000,000.00 for injury or damage to property, and CITY shall be named as an additional insured under such policy or policies of insurance.

3. Bylaws

A copy of the AA bylaws must be submitted to the City each year and within five days after any amendments or changes prior to use of any City facilities. The AA should review and approve their bylaws a minimum of every two years.

4. Financial Reports

The Official Code of Georgia Annotated requires that all corporate minutes and books of account be held open for inspection by any member of the AA at any reasonable time. The AA shall assume the financial responsibility for the recreation program it operates. The City of Dunwoody recommends that each AA be bonded and that annual internal audits are performed on all accounts. The AA must provide financial statements to the CITY as defined in their facility usage agreement.

Without regard to any designation made by the person or entity entering this Agreement, the City of Dunwoody considers all information submitted in relation to the Agreement to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act O.C.G.A. § 50-18-70 *et seq.* as may be amended in the future, unless a court order is obtained to the contrary.

5. City of Dunwoody Meeting Requirements

Each year, the City will host a meeting that the AA is required to attend. The purpose of the meeting is to increase communication between both parties and improve operations.

- a. The meeting will be held yearly (usually in December)
- b. AA President attendance is required or at least one representative
- c. This requirement must be met in order for the AA to have use of City facilities for the next year.

- d. All AA season forms are due at this meeting (Insurance, non-profit paperwork/renewal, field requests for the year, AA information form) (Appendix page 6).

#### 6. Non-Discrimination Requirement

The AA must ensure that no persons be denied participation in any program based on race, color, creed, religion, sex, national origin, age, disability, genetic information, pregnancy, childbirth, or other legally protected category or classification with the exception that children may be grouped by age on teams to ensure safety of the participants. The AA must be in compliance with the Americans with Disabilities Act.

#### 7. Facility Use Agreement

The AA must obtain a Facility Use Agreement from the City a minimum thirty (30) days prior to the first scheduled practice of each year. This permit is to be obtained from the City on behalf of the AA by the President. This permit, issued annually per sport, specifically identifies facilities to be used by the AA and the terms and conditions of said use. Adherence to all requirements outlined in this Manual for an AA operating in a Park is a condition of the Facility Use Agreement. Failure to adhere to the Policies and Procedures may result in suspension or revocation of the Facility Use Agreement.

The sole purpose of Facility Use Agreement is for the use of sports fields and adjacent spectator areas. This does not include public park areas such as, but not limited to walking trails, paths, sidewalks, parking lots, playgrounds, and pavilions which must remain open for active/ passive park users. Passive and open may not be reserved for organized practice or play. Use of the walking trails for purposes other than running or walking is strictly prohibited. The AA is responsible for ensuring that walking tracks and trails adjacent to sports fields are clear of spectators during AA activities. The AA may be liable for any incidents related to unauthorized use.

The AA may not sublet Park facilities to another organization or permit any separate organization to use a Park under the AA name, except as defined in their Facility Usage Agreement for fundraising initiatives.

The AA may collect a fee for managing tournaments with organizations associated with the AA in addition to the terms defined in their Facility Usage Agreement for fund raising initiatives. The associated organization will have to pay the rental fee for those tournaments to the City at the Category 2 outside tournament/organization rate noted and may not host any tournaments for any other sport other than what the AA offers. Violation of these rules will require the forfeiture of any money made as a result of the use of the Park and may result in the revocation of the Facility Use Agreement.

#### 8. Cancellations

The City of Dunwoody reserves the right to cancel any scheduled activity on City property when it determines that such use could potentially cause unsafe conditions for the AA, spectators, general public and/or damage to the facility or grounds. Furthermore, the City maintains the authority to close a facility at any time it deems it to be in the best interest of

the public.

#### 9. SAVE Affidavit

Pursuant to O.C.G.A. § 50-36-1(e), City contracts within the state of Georgia shall include the following provisions on the attached Affidavit Verifying Status:

- a. Provide at least one secure and verifiable document, as defined in Code Section 50-36-2;
- b. Execute a signed and sworn affidavit verifying the applicant's lawful presence in the United States, which affidavit shall state:
  - a. The applicant is a United States citizen or legal permanent resident 18 years of age or older; or
  - b. The applicant is a qualified alien or nonimmigrant under the federal Immigration and Nationality Act, Title [8 U.S.C.](#), 18 years of age or older lawfully present in the United States and provide the applicant's alien number issued by the Department of Homeland Security or other federal immigration agency.
- c. See Appendix Page 8

## II. Facility Use/Operations

### 1. Role of the City

The role of the City is to facilitate agreements and permits with organizations desiring to use City athletic fields and facilities to implement various youth athletic programs, activities and events; and to ensure that recreational assets of the City of Dunwoody are utilized effectively to allow maximum participation and citizen access. In addition the City will:

- a. Allow the non-exclusive use of the Facilities to the Association under expressed terms and conditions set forth by the City for the purpose of conducting sports Programs; the use of the Facilities shall be limited to practices, games, meetings, clinics and demonstrations for the promotion of the sport, community interest and welfare, which may include opening day activities, tournaments and special events.
- b. The Association and City agree to terms for the use of the Facilities for such other activities, such use or uses shall be governed by separate agreement or agreements. The City will maintain the facility scheduling for these activities and collect all fees for the activities.
- c. For parking information, please reference your Field Usage Agreement.
- d. Provide fields at the beginning of the Association's operating season, field lights, field electrical outlets, watering systems, park buildings and structures as needed.

- e. Clean restrooms not less than one (1) time daily.
- f. Provide general, standard and customary maintenance of the Facilities, as defined in your Field Usage Agreement
- g. Provide for the Association's use of the building (hereinafter "Field House") on the Facilities property for use in conjunction with provision of its programs under this Agreement, including use of said building for purposes of concessions during the times the Association uses the Facilities for games and practices in accordance with the provisions of this Agreement.

## 2. AA Responsibilities

- a. Provide a sports program in accordance with all guidelines set forth by the City. The Association agrees that all of its members, whether paid or volunteer, must undergo a criminal background check prior to being allowed to participate in any activities on City Property. (Reference Appendix Page 7)
- b. Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable.
- c. Maintain the playing fields based on the Field Usage Agreement
- d. It is the responsibility of the Association to ensure that all facility rules are followed, failure to do so shall constitute a material breach of this Agreement.
- e. Protect, defend, indemnify and hold harmless the City, its Mayor, Council members, officers, employees, successors, assigns, and agents from and against any and all claims, suits, losses, liabilities, damages, deficiencies, expenses, or costs (including, without limitation, reasonable attorney's fees, investigative and/or legal expenses, and costs of judgment, settlements, and court costs) (hereinafter "Claims") suffered or incurred by such parties whether arising in tort, contract, strict liability, or otherwise and including, without limitation, personal injury, negligence, wrongful death, or property damage, regardless of the outcome of any such action, proceeding, or investigation caused by, related to, based upon, or arising out of the Association's use of the Facilities, provision of Athletic Programs or activities, or otherwise, excluding Claims caused by the sole negligence of the City. The language of this indemnification clause shall survive the termination of this Agreement, even if the City terminates this Agreement for convenience.
- f. The Association shall further either (a) require each of its Subcontractors to procure and to maintain during the term of his subcontract Subcontractor's public liability and property damage and vehicle liability insurance of the type and in the same amounts as specified in the preceding paragraphs, or (b) insure the activities of the Association's Subcontractors in the Association's own insurance policy.



- g. If the Association chooses to use the portion of the Field House designated for concessions, the Association shall provide its own food and clean-up the area after each use to replicate its appearance prior to each use. The Association must obtain all required health certificates to serve said food and shall be responsible in accordance with subsection (d) above for any liability as a result of providing these concessions. No alcohol may be sold and/or served at any game, function or event on the Property and no alcohol may be possessed by anyone during the times the Association uses said Facilities.
- h. The Association shall maintain a schedule of all functions at the facility and shall submit a report of all recorded functions of the previous year to the City each January to include date, use and number of participants.
- i. The Association may not charge individual gate fees to Dunwoody residents for practices, games, meetings, clinics and demonstrations. You must charge the gate fee as part of your tournament fees. No money should be collected at the gate for tournaments, except as defined in their Facility Usage Agreement for fundraising initiatives.
- j. The Association must provide a succession plan for its organization and annually report to the City its current board members and term limits.
- k. The Association must provide the City with documentation and the schedule of all tournaments and must provide a facility attendant to be present through the entirety of the tournament to ensure that all facility rules and regulations are followed by the participants and spectators.

### 3. Field Scheduling

Proposed dates for use of City facilities must be submitted in writing a minimum of forty five days in advance to the City. Once submitted, the City will allocate field space as deemed in the best interest of the City residents. Final decisions regarding field schedules will be the decision of the City. The AA will be required to submit a letter providing accurate participation numbers for current or past seasons to assist in determining field space needs. Priority for field use will be given based on need and in accordance with the Field Use Agreement.

### 4. Games and Practice Schedules

The AA must make the scheduling of recreation teams their first priority when scheduling teams. Recreational Leagues should take precedence over Select/Travel Leagues. Unused field time will be scheduled by the City as deemed necessary.

All AA game schedules shall be submitted one week prior to the first schedule games. Any changes to facility scheduled time shall be submitted 48 hours in advance of rescheduled time.

### 5. Tournaments/Events

All tournaments should be approved by the City and rental fee paid directly to the city (See Appendix for rental rates)

The City reserves the right to impose an additional fee for use of the facility if it is determined the event is not directly linked to the normal operations of the AA of the park/facility whether during the allotted time or not. (The City reserves the right to prioritize tournament/event rentals based on their impact to the facility, fields, quality and size of the tournament, local economy, past history, etc.

All outside organizations not associated with an AA wishing to conduct a tournament/event in a park/facility MUST make their request directly to the City. Outside organizations are subject to a fee for the use of the facility and an attendant. The City reserves the right to change, alter or cancel the event based on weather conditions or unapproved changes to the structure of the event.

#### 6. Camps/Clinics

The AA must submit a request in writing to the City for the use of a Park for any camps and clinics sponsored by the AA. The written request should be received by the City at least forty-five (45) days prior to requested dates of use. Failure to provide adequate request and notice of scheduled activities to the City could result in conflicts with City sponsored camps & clinics or scheduled park maintenance and rejection of a Facility Use Agreement.

#### 7. Criminal Background Check Requirements

- a. AA shall comply with the provisions of the Code of the City of Dunwoody, Georgia and Official Code of Georgia annotated and all appropriate statues and regulations governing the services it furnishes and, when applicable, with the standards of its profession. AA acknowledges their responsibility to report child abuse under O.C.G.A 19-7-5 as may be amended in the future and they accept responsibility to adhere to it, including all paid employees and volunteers and that failure to do so shall constitute a material breach of their Agreement with the city.
- b. Provide program in accordance with all guidelines set forth by the City. The AA agrees that all of its members, whether paid or volunteer, must undergo a criminal background check prior to being allowed to participate in any activities on City Property.

Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable. See Appendix Page 7

#### 8. Securing Equipment

The AA must secure all sport specific equipment safely for play during the season and must secure and lock all equipment between seasons. The City will not be responsible for the safety of the equipment, or any theft or damage to the equipment while being stored or left on the fields. No equipment should be secured/locked to a fence/facility.

The AA must clean and organize the store of their materials at the conclusion of each season. Storage of materials in or around the HVAC, electrical rooms and plumbing chases is

prohibited.

#### 9. Security

A designated AA member must make sure the permitted area is secure before leaving the park. All buildings must be closed and locked. All gates must be closed.

### III. Fees and Charges

#### 1. Facility Use Fees/Credits

The fee for use of athletic fields is determined by the Athletic Field Use Agreement. All AAs should pay 100% of expected field user fees prior to registration and the fees must be paid two weeks before the first practice/tryout of that season. The City will block out make up dates for inclement weather cancellations that can be used by the AA to reschedule games/practices as needed at no additional charge. Program credits will be considered for dates that the facility is closed by the City or inclement weather cancellations that cannot be rescheduled during the make-up block period. All other credits must be requested 7 days prior to the scheduled date or no credit will be applied and the AA group will be charged for their time as scheduled. (See Manual Appendix page 5 for fee schedule.)

#### 2. Tournament Fees

Groups that request field space for tournaments outside of your organization will be required to rent the facility from the City and pay the fee to reserve the dates. The outside organization group is responsible for paying the rental fee to the City for the outside tournaments that they host. This will go through the City parks fee software. A field rental contract must be signed and rental fees collected before the permit is issued.

Any tournaments that occur as part of the Association's recreation programs, the fee will be assessed at the Category 2 recreation program rate for the tournament hours. Any fundraising tournaments hosted by an association will be assessed an hourly fee as defined in their facility usage agreement.

#### 3. Fundraising

The AA must inform the City, in writing, of all fund raising activities that take place in the park. This information is used to verify the validity of fund-raising activity to the public.

#### 4. Park Admission Fees

The AA is NOT permitted to charge admission fees or collect donations for admittance to the park during regular season games and/or practices. The AA may charge gate fees to tournament groups as part of their registration fee for the tournament. No fees will be collected during the rental times

#### 5. Commercial Activity-Vendors

Commercial activity in a recreation facility is prohibited, unless prior approval is given by the City for the benefit of the AA. If the AA is approved for commercial activity, any contract with a commercial vendor shall be between the vendor and the AA. AA must require vendors to provide a comprehensive general liability insurance policy for a minimum limit of \$1,000,000 per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. The Certificate of Insurance must list The City of Dunwoody as additional insured. The Certificate of Insurance must be forwarded to the City two (2) weeks prior to the vendor operating in the park for authorization and verification. Vendors must provide a proper business license.

#### 6. Clean up Fees

If the City is required to do the cleanup after an event, then the AA will be charged a clean-up fee of at least \$250. If excessive cleanup or maintenance is required an additional fee will also be charged.

## VI. Safety and Security

### 1. Vandalism and Accident/Injury

Vandalism must be reported to DPD immediately by calling 911. The AA is responsible for notifying the City of any vandalism, minor injury within 24 hours after the incident. The AA must report damage to the City facility or building and serious injury/incidents immediately. If damage is a result of the AAs negligence or failure to comply with accepted operational or security measures, the AA may be held responsible for reimbursing the City for all or part of the repair costs.

### 2. Park Rules and City Ordinances

The AA must abide by current City park rules and ordinances.

### 3. Procedures for Closing Fields or Parks

In the event of inclement weather, it may be necessary to require a specific field or park to be closed. The City has the right to close a field as it sees fit. These rules are designated to provide residents with safe playable surfaces. Failure to comply or abuse these procedures by the AA may result in the City revoking the use of the Facility Use Permit.



**Athletic Association  
Policy and Procedures Manual  
Appendix**

Updated: February 2021

# Athletic Field Usage Policy

## Section 1 – Field Use Policy

Reserved use of athletic fields is permitted by this policy and encouraged by The City of Dunwoody. **Unreserved athletic fields will be available to the general public for open, unstructured or public recreation on a first come/first served basis during the normal operating hours of the park/ facility.**

The City of Dunwoody reserves the right to modify these policies and procedures and to develop and enforce such additional rules and regulations as may be required for the protection of the parks, athletic fields at the parks, the users and the patrons of the parks. Athletic fields may be defined as natural or synthetic surfaces including, but not limited to grass, dirt, turf, concrete, asphalt etc. Athletic fields may be closed by the City due to weather conditions, maintenance, to protect the public from unsafe conditions or to protect the fields from damage due to overuse. When reserved for use by a priority user, fields are not available to the general public.

## Section 2 - Priority Users

Four priority categories of facility users are hereby created (Category 1 being the highest priority) and shall be considered in the allocation of athletic fields and scheduled time at all parks. The City of Dunwoody reserves the right to set priorities based upon, but not limited to, the following: the number of participants, the residency of participants and the overall impact of the group or organization upon the established recreational needs of City residents.

### Category 1 – The City of Dunwoody Parks and Recreation Programs

“The City of Dunwoody” shall include all of the following: activities and programs of the Parks and Recreation Department and events sponsored, co-sponsored or partnered with the Department.

### Category 2 – Athletic Associations

An “AA Group” is defined as an athletic organization that has a Facility Usage Agreement with the city. DeKalb County School District - Dunwoody Cluster athletic programs

### Category 3 – Local Civic, Faith Based and/or Private Educational Groups, Non-Profit, Individuals

“Local Civic, Faith Based and/or Private Educational Groups” shall include, but are not limited, to organizations such as the Rotary Club, private schools or home school groups located within the City boundaries.

“Non-Profit” is a legal entity organized and operated for a collective, public or social benefit, in contrast with an entity that operates as a business aiming to generate a profit for its owners.

“Individual” a person using the field for a private recreational use. i.e. birthday parties, skills training, lessons, practice or events of a similar nature.

#### Category 4 – Businesses, Other Contracted Organizations and Groups

Any business, organization, club, or group that does not fall within the definitions of Category 1, 2 or 3, as defined above, shall be considered a Category 4 user under this Policy.

#### Section 3 - Athletic Field Reservations

An athletic field shall be considered reserved upon the payment to the city of the prescribed fee and the issuance of a Rental Agreement provided by the City. The Rental Agreement shall include ALL of the following:

- ✓ The name of the organization reserving the athletic field.
- ✓ The name, address and phone number of the individual making the application and contact person for the permit.
- ✓ The specific athletic field(s) being reserved.
- ✓ The date of issuance.
- ✓ The date, time and duration of the permit.
- ✓ The specific fee or fees charged and schedule of payment.
- ✓ All conditions assigned to the permit over and above the requirements of this Policy.

#### Section 4 - Sales on Park Property

The City of Dunwoody reserves to itself complete and exclusive rights to regulate the sale of all goods and services sold or conducted on park property. All commerce is expressly prohibited without the approval of the City of Dunwoody. Vendors are subject to all business license and insurance requirements. In addition all vendors must successfully complete any applications and pay fees set forth by the City. Food concessions must be approved by the City and follow all City Codes and Ordinances.

#### Section 5 – Fees and Charges

The most recent Schedule of Fees and Charges for the Use of Athletic Fields, as approved by the City Council, is attached hereto and incorporated herein as Exhibit “A”. The Schedule of Fees and Charges for the Use of Athletic Fields may be amended from time to time by the City Council.

#### Section 6 – Athletic Field Use Rules

Reservation is for the designated athletic field and immediate surrounding area only. All other park attractions and facilities are open to the public.

In the event the organization is an athletic association, the association shall comply with the most current version of the Athletic Associations Policy and Procedures Manual.

In the event the organization is conducting business in the park such as a tournament rental, the organization will be subject to all business license and insurance requirements.

In the event a City of Dunwoody program or function conflicts with an organization's use of the athletic field identified in the agreement, the Recreation and Parks program or function shall have priority and the conflict will be resolved by the organization's rescheduling its use of the athletic field.

All organizations and spectators shall follow all City Park Rules. Please leave the park clean. Dispose of all waste in designated receptacles.



**Exhibit A**

<u>User Group</u>	<u>Athletic Fields</u>
<b>Category 1</b> City Programs	
<b>Category 2</b> AA Groups, Dunwoody Cluster Schools	\$20 hr/field (Min of 2 hrs/up to 11 hours) \$200 day/field Lights Included
<b>Category 3</b> Civic, Faith Based, Private Schools, Non- Profit Groups, Individuals	\$100 hr/field (Min of 2 hours/up to 6 hours) \$1,000 day/field Individuals: (\$100 per hour up to 3-hour max) Lights Included
<b>Category 4</b> Businesses, Other Contracted Organizations, Groups	\$1,500 day/field \$850 ½ Day (≤ 4 hours) No hourly rate for this category

**Athletic Field Preparation**

If a multipurpose field rental requires initial set-up painting/stripping, the AA is required to do this themselves with permission from the City Recreation Department. All paint products must be approved by the City prior to application

**City of Dunwoody  
Parks and Recreation  
AA Season Information**

Please answer the following questions as completely as possible.

This information will be provided to the general public. This information is due to the City at the Individual AA meeting held each year in December.

AA \_\_\_\_\_ Name: \_\_\_\_\_  
\_\_\_\_\_ Contact  
Person: \_\_\_\_\_  
Address: \_\_\_\_\_ City  
/ \_\_\_\_\_ State \_\_\_\_\_ / \_\_\_\_\_ Zip: \_\_\_\_\_  
\_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

Sport: \_\_\_\_\_

Season / Year: \_\_\_\_\_

Start & End Dates: \_\_\_\_\_

Age Groups: \_\_\_\_\_

Cost: \_\_\_\_\_

Registration Info: \_\_\_\_\_

(dates, times, location) \_\_\_\_\_

Additional Information: (attach additional sheets as necessary)

Please provide accurate participations numbers from the previous season/ year, the number of games played and the number of teams for each league. Please specify Boys, Girls, recreational teams, feeder, travel, academy, select teams, etc.

\_\_\_\_\_

Background Check  
City of Dunwoody Parks & Recreation

My signature authorizes the above company to receive my criminal history and record information pertaining to me that may be on file at any state or local criminal jurisdiction in the State of Georgia.

Name: \_\_\_\_\_  
DOB: \_\_\_\_\_  
Race: \_\_\_\_\_  
Sex: \_\_\_\_\_  
Address: \_\_\_\_\_  
Social: \_\_\_\_\_  
Program Name: \_\_\_\_\_  
Child program: Yes \_\_\_\_\_ No \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR INTERNAL USE ONLY**

Requester: Kate Borden                      Brent Walker  
Signature \_\_\_\_\_ Date: \_\_\_\_\_  
No Record \_\_\_\_\_  
Record \_\_\_\_\_  
If yes, state charge and convictions:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Affidavit Verifying Status  
for City Public Benefit Application**

By executing this affidavit under oath, as an applicant for a City of Dunwoody, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Dunwoody license/permit for:

1) \_\_\_\_\_ I am a United States citizen **(Must include copy of either Georgia Driver’s License, Passport, or Military ID)**

**OR**

2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\* **(Must include either a copy of your Permanent Resident Card or Employment Authorization Card as well as another form of government issued identification such as Georgia Driver’s License, Military ID, or Passport)**

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**\*Alien Registration number for non-citizens:** \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

Notary Public: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of “alien”, legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

\_\_\_\_\_

STATE OF GEORGIA  
CITY OF DUNWOODY

FACILITY USAGE AGREEMENT

THIS AGREEMENT by and between the **City of Dunwoody, Georgia**, a municipal body politic and corporate, hereinafter designated "CITY" and **Dunwoody Wildcats Soccer LTD.** 5035 Vermack Road, Dunwoody, GA 30338, a private nonprofit organized under the laws of the State of Georgia, hereinafter designated the "Club."

WITNESSETH:

WHEREAS, CITY owns and operates BROOK RUN PARK located at 4770 N. Peachtree Rd, (hereinafter designated as "Facilities"), for the purpose of serving the residents of the City of Dunwoody by locating and housing therein various public and private companies, corporations, and organizations capable of and willing to provide their services to the residents of the City of Dunwoody; and

WHEREAS, the undersigned CLUB desires to operate a soccer program for the benefit of residents of the City of Dunwoody and agrees to utilize space in the Facilities in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY does hereby grant usage to the CLUB of approximately 9 acres of space at Brook Run Park delineated on the Layout attached hereto as Attachment B and by reference made a part hereof (hereinafter referred to as "Space") consisting of the fields, field house/concession, parking lot adjoining the fields, in accordance with the CLUB's provision of its programs delineated herein.
2. This Agreement, beginning on January 1, 2025 is for an initial term expiring on December 31, 2025. This Agreement shall terminate absolutely and without further obligation on the part of the City on December 31, 2025, as required by O.C.G.A. § 36-60-13, unless terminated by either Party prior to the conclusion of the initial term. This Agreement may be renewed on an annual basis for additional successive twelve (12) month term(s) upon terms and conditions negotiated by both parties.

~~3. Intentionally Deleted.~~

~~4.3.~~ This Agreement may be renewed for one or more additional successive twelve-month term(s), subject to the following conditions:

- (a) The CLUB shall provide written notice to CITY at least sixty (60) days prior to the expiration date of the Agreement exercising the option to renew the Agreement, provided that the parties are able to reach an agreement on mutually-agreeable terms for the current renewal term of the Agreement.

**Commented [JD1]:** Confirm this is the correct name. Cannot locate on the Secretary of State website.

**Commented [RW2R2]:** 501©(3) lists "DHS Wildcat Soccer LTD"

- (b) The CLUB shall continue to perform its services and to coordinate its performance with that of other users and CITY.
- (c) The CLUB shall comply with the conditions of this Agreement and any amendments thereto.

5.4. Either party shall have the right to terminate this Agreement for any reason at any time during the original term of the Agreement or any extension or renewal thereof by giving written notice to the other party of its intention to terminate at least ninety (90) days prior to the effective date of termination. CITY reserves the right to terminate and cancel this Agreement or any extension or renewal thereof immediately without notice at any time the CLUB fails or refuses to fulfill the terms and conditions set forth herein. The CLUB, upon termination of this Agreement or any renewal thereof, or cancellation thereof by CITY, shall vacate and deliver up the Space peaceably, quietly, and in good order and condition.

6.5. For the purpose of this Agreement, all notices to be given hereunder shall be in writing and shall be deemed given when deposited in the United States Mail, postage prepaid, certified, and addressed as follows:

- (a) CITY: City of Dunwoody  
4800 Ashford Dunwoody Rd  
Dunwoody, Georgia 30338  
Attention: Parks & Recreation, Parks  
Director
- (b) CLUB: Dunwoody Wildcats Soccer LTD  
5035 Vermack Road,  
Dunwoody, GA 30338

7.6. CITY does hereby designate the Parks & Recreation Department as its representative in all matters pertaining to this Agreement. All requests and issues arising from use of the Space described herein should be addressed to the Parks & Recreation Department through its Parks Director at the notice address set forth above. The Parks Director or their designee shall be the primary contact to the CLUB. The Parks Director is authorized to establish such administrative procedures he or she deems appropriate to carry out and enforce the terms of this Agreement.

8.7. The CITY and the CLUB shall provide services in accordance with the terms of Attachments A and D, which are attached hereto and by reference made a part hereof, during the term of the Agreement. The CLUB agrees to provide CITY with appropriate information about its program activities that CITY may request, including program operating hours, in order to facilitate operation of the Facility and coordination by the CITY.

Intentionally Deleted.

9 Except as otherwise consented to in writing by CITY, the CLUB shall maintain in force during the life of this Agreement or any extension or renewal thereof comprehensive general public liability and property damage insurance, in the minimum amount of \$1,000,000.00 with respect to each person, and in the sum of \$300,000.00 with respect to each accident or

occurrence, and in the sum of \$1,000,000.00 for injury or damage to property, and CITY shall be named as an additional insured under such policy or policies of insurance.

**Commented [JD3]:** Confirm that these amounts are acceptable to the City.

- 10 Except as otherwise consented to in writing by CITY, the CLUB shall furnish to the CITY within thirty (30) days after execution of this Agreement, a certificate or certificates evidencing such insurance coverage in companies doing business in Georgia and acceptable to CITY covering:
  - (a) The location and the operations to which the insurance applies
  - (b) The expiration date of policies
  - (c) An agreement that the policies certified will not be changed or canceled without thirty (30) days prior notices to CITY, as evidenced by return receipts of registered or certified letters. Prior to ten (10) days before the expiration of any such certificate, the CLUB shall deliver to the CITY a certificate renewing or extending the terms for a period of at least one (1) year, or a certificate acceptable to CITY evidencing the required insurance coverage.
- 11 The CLUB shall comply with the provisions of the Code of the City of Dunwoody, Georgia and Official Code of Georgia annotated and all statues, laws and regulations of any kind governing the services it furnishes and, when applicable, with the standards of its profession. The CLUB acknowledges its responsibility to report child abuse under O.C.G.A 19-7-5 as may be amended in the future and accepts responsibility to adhere to it, including all paid employees and volunteers, and that failure to do so shall constitute a material breach of this Agreement.
- 12 The occupancy and use by the CLUB of the Space and rights herein conferred upon the CLUB shall be subject to rules and regulations as are now or may hereinafter be prescribed by CITY.
- 13 Both parties agree that the provisions of this Agreement and any extension or renewal thereof, are not intended to be nor should they be construed as in any way creating or establishing a relationship between the parties hereto other than that of owner and user, and at all times during the term of this Agreement or any extension or renewal thereof, the CLUB is to be and shall remain as an independent contractor.

- 14 This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.
- 15 This Agreement shall be deemed to have been made and performed in the City of Dunwoody, Georgia. For the purpose of venue, all suits or causes of actions arising out of this Agreement shall be brought in the appropriate courts within DeKalb County, Georgia.
- 16 Any amendment or modification of this Agreement shall be set forth in writing as an Amendment to this Agreement, duly executed by the parties, but shall not become effective until thirty (30) days after the execution and delivery of such writing.
- 17 The CLUB shall at the termination of this Agreement or any extension or renewal thereof surrender up the Space in good order and condition, reasonable use and ordinary wear thereof excepted. CITY shall be entitled to all rights and remedies provided by law including, without limitation, the dispossessory rights and remedies provided in O.C.G.A. § 44-7-49, *et seq.* as may be amended in the future.
- 18 Should any provision or term of this Agreement be determined by a court of competent jurisdiction to be unenforceable, all other provisions and terms shall remain in full force and effect.
- 19 This Agreement and any and all amendments thereto and exhibits or attachments incorporated herein constitutes the sole agreement between the parties regarding the subject matter herein. No representations oral or written not incorporated herein shall be binding on the parties. No amendment or modification of this Agreement shall be enforceable unless approved in writing by the City of Dunwoody.
- 20 In the event of a conflict between this Agreement and any exhibit contained herein or any previous agreements, the provisions of this Agreement shall govern.
- 21 Without regard to any designation made by the person or entity entering this Agreement, the City of Dunwoody considers all information submitted in relation to the Agreement to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act O.C.G.A. § 50-18-70 *et seq.* as may be amended in the future, unless a court order is obtained to the contrary.
- 22 The headings of sections and paragraphs, if any, to the extent used herein are for convenience and reference only, and in no way define, limit or describe the scope or intent of any provision hereof, and therefore will not be used in construing or interpreting the provisions hereof.
- 23 Contractor (CLUB) and Subcontractor Evidence of Compliance

Pursuant to O.C.G.A. § 50-36-1(e), City contracts within the state of Georgia shall include the following provisions on the attached Affidavit Verifying Status:

1. Provide at least one secure and verifiable document, as defined in Code Section 50-36-2;



2. Execute a signed and sworn affidavit verifying the applicant's lawful presence in the United States, which affidavit shall state:
  - i. The applicant is a United States citizen or legal permanent resident 18 years of age or older; or
  - ii. The applicant is a qualified alien or nonimmigrant under the federal Immigration and Nationality Act, Title [8 U.S.C., 18](#) years of age or older lawfully present in the United States and provide the applicant's alien number issued by the Department of Homeland Security or other federal immigration agency.

**[SIGNATURES CONTINUE ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CLUB: Dunwoody Wildcats Soccer LTD**

**CITY: City of Dunwoody, Georgia**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (Typed or Printed)  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
City Manager  
City of Dunwoody, Georgia

**ATTEST:**  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (Typed or Printed)  
\_\_\_\_\_  
Title

**ATTEST:**  
\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**  
\_\_\_\_\_  
City Attorney Signature

**Affidavit Verifying Status  
for City Public Benefit Application**

By executing this affidavit under oath, as an applicant for a City of Dunwoody, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Dunwoody license/permit for:

1) \_\_\_\_\_ I am a United States citizen **(Must include copy of either Georgia Driver’s License, Passport, or Military ID)**

**OR**

2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\* **(Must include either a copy of your Permanent Resident Card or Employment Authorization Card as well as another form of government issued identification such as Georgia Driver’s License, Military ID, or Passport)**

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**\*Alien Registration number for non-citizens:** \_\_\_\_\_

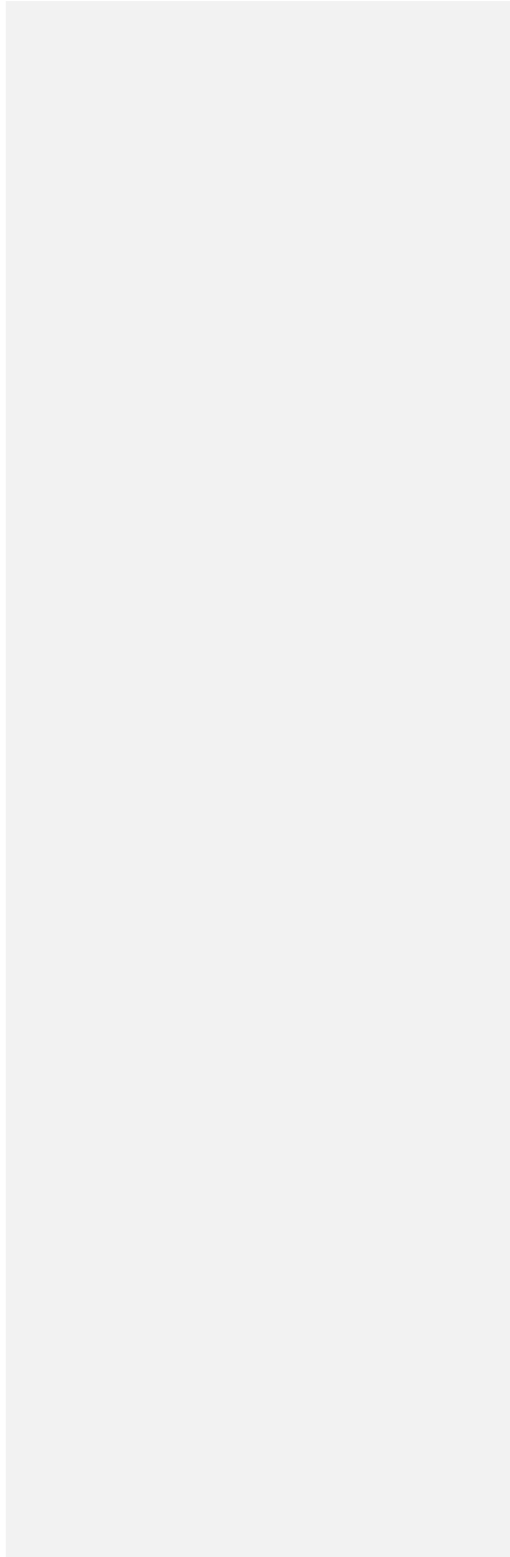
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

Notary Public: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of “alien”, legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

\_\_\_\_\_

Attachment A



## **I. OBLIGATIONS OF THE CITY**

The City agrees to:

- a. Allow the non-exclusive use of the Facilities to the Club under expressed terms and conditions set forth by the City for the purpose of conducting Soccer Programs; the use of the Facilities shall be limited to practices, games, meetings, clinics and demonstrations for the promotion of the sport, community interest and welfare, which may include opening day activities, tournaments, camps and special events.
- b. If the Club and City agree to terms for the use of the Facilities for such other activities, such use or uses shall be governed by a separate agreement or agreements. The City will maintain the facility scheduling for these activities and collect all fees for the activities except as defined for fund raising initiatives. The Club must pay \$10 per hour for fund raising tournaments in addition to the established hourly rate in the Athletic Association Manual.
- c. The Club shall be able to schedule hours during Monday-Friday from 3pm-6pm through the Dunwoody High School Youth Sports Liaison for programs. Other times during Sundays-Saturdays from 7am-10pm will be made available to utilize City Facilities, upon request to the City Parks and Recreation Department. The City will allocate scheduled time of the facility based on the greatest programming need.
- d. Provide fields at the beginning of the Club's operating season, field lights, field electrical outlets, watering systems, utilities, park buildings and structures as needed.
- e. Clean restrooms not less than one (1) time daily.
- f. Provide general, standard and customary maintenance of the Facilities, as defined in Attachment C, Maintenance Policy.

## **II. OBLIGATIONS OF THE CLUB**

The Club agrees to:

- a. Adhere to all rules and regulations as defined in the City of Dunwoody Athletic Association Manual and Appendix (Attachment D)
- b. Provide a soccer program in accordance with all guidelines set forth by the City. The Club agrees that all of its members, whether paid or volunteer, must undergo a criminal background check prior to being allowed to participate in any activities on any City property.
- c. Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable.
- d. Provide goals, nets and all soccer related items and maintain the upkeep of those items including securing them when not in use.
- e. Paint all soccer field markings and provide appropriate field paint. Field paint must be approved by the City prior to use.

- f. Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable.
- g. Maintain the playing fields to include placing goals appropriately, raking crumb rubber in high traffic areas between games, and any other playing field maintenance to ensure a proper safe playing surface as defined in Attachment C, "Maintenance Policy".
- h. It is the responsibility of the Club to ensure that all facility rules are followed, and failure to do so shall constitute a material breach of this Agreement.
- i. Protect, defend, indemnify and hold harmless the City, its Mayor, Council members, officers, employees, successors, assigns, and agents from and against any and all claims, suits, losses, liabilities, damages, deficiencies, expenses, or costs (including, without limitation, reasonable attorney's fees, investigative and/or legal expenses, and costs of judgment, settlements, and court costs) (hereinafter "Claims") suffered or incurred by such parties whether arising in tort, contract, strict liability, or otherwise and including, without limitation, personal injury, negligence, wrongful death, or property damage, regardless of the outcome of any such action, proceeding, or investigation caused by, related to, based upon, or arising out of the Club's use of the Facilities, provision of Athletic Programs or activities, or otherwise, excluding Claims caused by the sole negligence of the City. The language of this indemnification clause shall survive the termination of this Agreement, even if the City terminates this Agreement for convenience.
- j. The Club shall further either (a) require each of its Subcontractors to procure and to maintain during the term of his subcontract Subcontractor's public liability and property damage and vehicle liability insurance of the type and in the same amounts as specified in the preceding paragraphs, or (b) insure the activities of the Club's Subcontractors under the Club's own insurance policy.
- k. If the Club chooses to use the portion of the Facilities for concessions, the Club shall provide its own food and clean-up the area after each use to replicate its appearance prior to each use. The Club must obtain all required health certificates to serve said food and shall be responsible in accordance with subsection (d) above for any liability as a result of providing these concessions. No alcohol may be sold and/or served at any game, function or event on the Property and no alcohol may be possessed by anyone during the times the Club uses said Facilities.
- l. The Club shall maintain a schedule of all functions at the facility and shall submit a report of all recorded functions of the previous year to the City each January to include date, use and number of participants.
- m. The Club may not charge individual gate fees to Dunwoody residents for practices, games, meetings, clinics and demonstrations, except as part of an approved fund raising initiative.
- n. The Club must provide a succession plan for its organization and annually report to the City its current board members and term limits.
- o. The financial relationship shall be as follows:
  - i. Beginning January 1, 2025, the Club must pay the City an hourly rate of usage as defined in the City of Dunwoody Athletic Club Manual and Appendix. Prior to the season beginning any unused scheduled time may be credited to the Club for future use. Once the season begins, program credits will only be considered for dates that the facility is closed by the City or

inclement weather cancellations that can't be rescheduled during the make-up block time frame. Credit requests must be made in writing to the City.

- ii. The Club is also entitled to make further contributions directly to the City towards capital improvements to the Facility at any time. The Club must indicate in writing for what those funds are to be used and the City shall restrict the usage of those funds to that purpose unless changed by both parties in writing. The Parks Director may approve all suggested projects as needed and will request approval from the City Manager or City Council as required by the City's procurement policies and procedures. The City will manage the procurement of all goods and services towards these improvements.
- iii. The Club must provide Form 990 to the CITY annually at the time it is filed with the IRS.
- p. The Club may be subject to an independent annual audit at their expense as requested by the City and is subject to all requirements under Open Records Act O.C.G.A. §50-18-70 et seq.
- q. Adhere to all other provisions contained in this Agreement.

### **III. THE CLUB'S MAINTENANCE RESPONSIBILITIES**

- a. The Club is responsible for daily clean-up, placing litter in proper containers prior to leaving the Facilities after each function (games and practices).
- b. The concession area must be maintained in a clean and orderly fashion. The facility used by the Club shall at all times be clean and sanitary and free from rubbish, refuse, food scraps, garbage, dust, dirt and other offensive or unclean materials.
- c. The Club shall obtain the prior written approval and consent from the City before making any repairs, improvements, additions or alterations to said premises, and all improvements, additions or alterations which may be approved shall become the property of the City and remain upon said premises and be surrendered with the premises at the termination of this agreement. Failure to obtain prior written authorization from the City can constitute cause for the immediate termination of this agreement.
- d. The Club will maintain any and all improvements that, in the opinion of the City, are for the primary benefit of the user.
- e. The Club is responsible for reporting all acts of vandalism to the facility or Club property to the City and the local Police Department. A copy of the police report must be filed with the City Department of Parks and Recreation.
- f. The Club shall not use the said premises for any purpose other than that of soccer practices, games, meetings, clinics, tournaments, camps and demonstrations for the promotion of the sport, community interest and welfare.
- g. The Club agrees to take any action necessary to prevent or correct any nuisance or other grievances upon, or in connection with, said premises during the terms of this Agreement.

- h. The City or any of its agents or employees shall have the right to enter upon the said premise at any time during the term of this Agreement to examine, inspect or supervise as deemed necessary.

#### **IV. THE CLUB'S SAFETY PRECAUTIONS**

- a. The Club agrees to administer activities at the said facility in a safe and professional manner, having a sufficient number of adults present to supervise all scheduled activities, from the time the first person arrives until the last person departs.
- b. The City has the right to cancel any scheduled activity on an athletic field during inclement weather when it is determined that such activity would damage the field. Persistent damage to the City facilities by the Club will result in the Club being prohibited from using the City facilities.
- c. In the event of lightning, for the safety of the participants, all play shall be suspended until the danger has passed. When the field is cleared of participants, all children should be directed either inside a building or inside an automobile.



Attachment B  
Brook Run Park Facility



Attachment C

Brook Run Park Multi-Use Field Maintenance

<u>Task</u>	<u>Frequency</u>	<u>Responsible party</u>
Raking crumb rubber in high traffic field positions	Between games	THE CLUB
Field sweeping debris removal/ high traffic areas	Daily/ during usage days	THE CLUB
Trash Removal –Plaza and Common Areas	Daily/ as needed	THE CLUB
Litter pick up from parking area and all associated walkways and grounds throughout Facilities	Daily/ during usage days	THE CLUB
Task	Frequency	Responsible party
Field Sweeping/full field	Twice a Month / Dependent on usage	City
Field grooming /full field	Twice a Month/ Dependent on usage	City
Concrete, debris blow off	Once Daily	City
Indoor concessions - Cleaning inspection	Quarterly	City
Public Outdoor Trash Removal	Once Daily / As Needed	City
Pressure wash concrete, facility	Yearly/ as needed	City
Public Restroom cleaning	Once Daily / As Needed	City
Trash Removal –Plaza and Common Areas	Once Daily / As Needed	City



Parks & Recreation

# **Athletic Association Manual**

## **Policies and Procedures**

Updated: October 2021

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## Contact Information

### City of Dunwoody Parks and Recreation Department

4800 Ashford Dunwoody Road  
Dunwoody, Ga 30338  
678-382-6700

### Staff Contacts

~~Rachel WaldronBrent~~  
~~Walker~~, Director  
Phone: 678-382-6857  
Email: [Rachel.WaldronBrent.Walker@dunwoodyga.gov](mailto:Rachel.WaldronBrent.Walker@dunwoodyga.gov)

Kate Borden, Recreation Program  
~~ManagerLeader~~ Phone: 678-382-  
6861  
Email: [Kate.Borden@dunwoodyga.gov](mailto:Kate.Borden@dunwoodyga.gov)

## I. Athletic Association Requirements

This document serves as the Athletic Association Policy and Procedures Manual for The City of Dunwoody Parks and Recreation. This manual shall apply to all athletic associations (AA) and contains requirements that all AAs must fulfill in order to conduct its program in a City owned park or facility.

This Manual will outline the basic structure of the City of Dunwoody’s requirements for the AA to operate within the City to ensure all programs are operated in accordance with the City standards. In order to qualify to operate on City property, each AA must adhere to minimum requirements. These requirements are necessary to insure the protection of all AA members. Violation of any requirements shall constitute cause for revocation of the facility. In addition, situations may arise requiring the City to be involved in issues related to AA operations. In these instances, the AA is required to cooperate with the City to resolve issues not specially covered by this Manual.

### 1. Nonprofit Organization Status

The AA will incorporate and register with the Georgia Secretary of State’s Office as a not-for-profit corporation. Proof of not-for-profit status must be submitted annually to the City by April 1<sup>st</sup> of each year.

### 2. Liability Insurance Coverage

- a. AA shall at all times exonerate, indemnify, and hold harmless the CITY from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury (including death) to persons or property (i) caused by, or (ii) sustained on the Space in connection with the performance of this Agreement or any extension or renewal thereof or conditions created thereby and shall assume and pay for, without cost to the CITY, the defense of any and all claims, litigation and actions, suffered through any act or omission of the AA, or anyone directly or indirectly employed by or under the supervision of any of them, or in any way arising out of the use and occupancy of the space.
- b. Except as otherwise consented to in writing by CITY, AA shall maintain in force during the life of this Agreement or any extension or renewal thereof comprehensive general public liability and property damage insurance, in the minimum amount of \$1,000,000.00 with respect to each person, and in the sum of \$300,000.00 with respect to each accident or occurrence, and in the sum of \$1,000,000.00 for injury or damage to property, and CITY shall be named as an additional insured under such policy or policies of insurance.
- c. Except as otherwise consented to in writing by CITY, AA shall furnish to the CITY within thirty (30) days after execution of this agreement, a certificate or certificates evidencing such insurance coverage in companies doing business in Georgia and acceptable to CITY covering:
  - i. The location and the operations to which the insurance applies
  - ii. The expiration date of policies
  - iii. An agreement that the policies certified will not be changed or canceled

without thirty (30) days prior notices to CITY, as evidenced by return receipts of registered or certified letters. Prior to ten (10) days before the expiration of any such certificate, AA shall deliver to the CITY a certificate renewing or extending the terms for a period of at least one (1) year, or a certificate acceptable to CITY evidencing the required insurance coverage.

- d. Except as otherwise consented to in writing by CITY, AA shall insure that any organizations participating in any sporting event with AA at the Facility shall maintain in force comprehensive general public liability and property damage insurance, in the minimum amount of \$1,000,000.00 with respect to each person, and in the sum of \$300,000.00 with respect to each accident or occurrence, and in the sum of \$1,000,000.00 for injury or damage to property, and CITY shall be named as an additional insured under such policy or policies of insurance.

### 3. Bylaws

A copy of the AA bylaws must be submitted to the City each year and within five days after any amendments or changes prior to use of any City facilities. The AA should review and approve their bylaws a minimum of every two years.

### 4. Financial Reports

The Official Code of Georgia Annotated requires that all corporate minutes and books of account be held open for inspection by any member of the AA at any reasonable time. The AA shall assume the financial responsibility for the recreation program it operates. The City of Dunwoody recommends that each AA be bonded and that annual internal audits are performed on all accounts. The AA must provide financial statements to the CITY as defined in their facility usage agreement.

Without regard to any designation made by the person or entity entering this Agreement, the City of Dunwoody considers all information submitted in relation to the Agreement to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act O.C.G.A. § 50-18-70 *et seq.* as may be amended in the future, unless a court order is obtained to the contrary.

### 5. City of Dunwoody Meeting Requirements

Each year, the City will host a meeting that the AA is required to attend. The purpose of the meeting is to increase communication between both parties and improve operations.

- a. The meeting will be held yearly (usually in December)
- b. AA President attendance is required or at least one representative
- c. This requirement must be met in order for the AA to have use of City facilities for the next year.

- d. All AA season forms are due at this meeting (Insurance, non-profit paperwork/renewal, field requests for the year, AA information form) (Appendix page 6).

#### 6. Non-Discrimination Requirement

The AA must ensure that no persons be denied participation in any program based on race, color, creed, religion, sex, national origin, age, disability, genetic information, pregnancy, childbirth, or other legally protected category or classification with the exception that children may be grouped by age on teams to ensure safety of the participants. The AA must be in compliance with the Americans with Disabilities Act.

#### 7. Facility Use Agreement

The AA must obtain a Facility Use Agreement from the City a minimum thirty (30) days prior to the first scheduled practice of each year. This permit is to be obtained from the City on behalf of the AA by the President. This permit, issued annually per sport, specifically identifies facilities to be used by the AA and the terms and conditions of said use. Adherence to all requirements outlined in this Manual for an AA operating in a Park is a condition of the Facility Use Agreement. Failure to adhere to the Policies and Procedures may result in suspension or revocation of the Facility Use Agreement.

The sole purpose of Facility Use Agreement is for the use of sports fields and adjacent spectator areas. This does not include public park areas such as, but not limited to walking trails, paths, sidewalks, parking lots, playgrounds, and pavilions which must remain open for active/ passive park users. Passive and open may not be reserved for organized practice or play. Use of the walking trails for purposes other than running or walking is strictly prohibited. The AA is responsible for ensuring that walking tracks and trails adjacent to sports fields are clear of spectators during AA activities. The AA may be liable for any incidents related to unauthorized use.

The AA may not sublet Park facilities to another organization or permit any separate organization to use a Park under the AA name, except as defined in their Facility Usage Agreement for fundraising initiatives.

The AA may collect a fee for managing tournaments with organizations associated with the AA in addition to the terms defined in their Facility Usage Agreement for fund raising initiatives. The associated organization will have to pay the rental fee for those tournaments to the City at the Category 2 outside tournament/organization rate noted and may not host any tournaments for any other sport other than what the AA offers. Violation of these rules will require the forfeiture of any money made as a result of the use of the Park and may result in the revocation of the Facility Use Agreement.

#### 8. Cancellations

The City of Dunwoody reserves the right to cancel any scheduled activity on City property when it determines that such use could potentially cause unsafe conditions for the AA, spectators, general public and/or damage to the facility or grounds. Furthermore, the City maintains the authority to close a facility at any time it deems it to be in the best interest of



the public.

#### 9. SAVE Affidavit

Pursuant to O.C.G.A. § 50-36-1(e), City contracts within the state of Georgia shall include the following provisions on the attached Affidavit Verifying Status:

- a. Provide at least one secure and verifiable document, as defined in Code Section 50-36-2;
- b. Execute a signed and sworn affidavit verifying the applicant's lawful presence in the United States, which affidavit shall state:
  - a. The applicant is a United States citizen or legal permanent resident 18 years of age or older; or
  - b. The applicant is a qualified alien or nonimmigrant under the federal Immigration and Nationality Act, Title [8 U.S.C., 18](#) years of age or older lawfully present in the United States and provide the applicant's alien number issued by the Department of Homeland Security or other federal immigration agency.
- c. See Appendix Page 8

## II. Facility Use/Operations

### 1. Role of the City

The role of the City is to facilitate agreements and permits with organizations desiring to use City athletic fields and facilities to implement various youth athletic programs, activities and events; and to ensure that recreational assets of the City of Dunwoody are utilized effectively to allow maximum participation and citizen access. In addition the City will:

- a. Allow the non-exclusive use of the Facilities to the Association under expressed terms and conditions set forth by the City for the purpose of conducting sports Programs; the use of the Facilities shall be limited to practices, games, meetings, clinics and demonstrations for the promotion of the sport, community interest and welfare, which may include opening day activities, tournaments and special events.
- b. The Association and City agree to terms for the use of the Facilities for such other activities, such use or uses shall be governed by separate agreement or agreements. The City will maintain the facility scheduling for these activities and collect all fees for the activities.
- c. For parking information, please reference your Field Usage Agreement.
- d. Provide fields at the beginning of the Association's operating season, field lights, field electrical outlets, watering systems, park buildings and structures as needed.

- e. Clean restrooms not less than one (1) time daily.
- f. Provide general, standard and customary maintenance of the Facilities, as defined in your Field Usage Agreement
- g. Provide for the Association's use of the building (hereinafter "Field House") on the Facilities property for use in conjunction with provision of its programs under this Agreement, including use of said building for purposes of concessions during the times the Association uses the Facilities for games and practices in accordance with the provisions of this Agreement.

## 2. AA Responsibilities

- a. Provide a sports program in accordance with all guidelines set forth by the City. The Association agrees that all of its members, whether paid or volunteer, must undergo a criminal background check prior to being allowed to participate in any activities on City Property. (Reference Appendix Page 7)
- b. Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable.
- c. Maintain the playing fields based on the Field Usage Agreement
- d. It is the responsibility of the Association to ensure that all facility rules are followed, failure to do so shall constitute a material breach of this Agreement.
- e. Protect, defend, indemnify and hold harmless the City, its Mayor, Council members, officers, employees, successors, assigns, and agents from and against any and all claims, suits, losses, liabilities, damages, deficiencies, expenses, or costs (including, without limitation, reasonable attorney's fees, investigative and/or legal expenses, and costs of judgment, settlements, and court costs) (hereinafter "Claims") suffered or incurred by such parties whether arising in tort, contract, strict liability, or otherwise and including, without limitation, personal injury, negligence, wrongful death, or property damage, regardless of the outcome of any such action, proceeding, or investigation caused by, related to, based upon, or arising out of the Association's use of the Facilities, provision of Athletic Programs or activities, or otherwise, excluding Claims caused by the sole negligence of the City. The language of this indemnification clause shall survive the termination of this Agreement, even if the City terminates this Agreement for convenience.
- f. The Association shall further either (a) require each of its Subcontractors to procure and to maintain during the term of his subcontract Subcontractor's public liability and property damage and vehicle liability insurance of the type and in the same amounts as specified in the preceding paragraphs, or (b) insure the activities of the Association's Subcontractors in the Association's own insurance policy.

- g. If the Association chooses to use the portion of the Field House designated for concessions, the Association shall provide its own food and clean-up the area after each use to replicate its appearance prior to each use. The Association must obtain all required health certificates to serve said food and shall be responsible in accordance with subsection (d) above for any liability as a result of providing these concessions. No alcohol may be sold and/or served at any game, function or event on the Property and no alcohol may be possessed by anyone during the times the Association uses said Facilities.
- h. The Association shall maintain a schedule of all functions at the facility and shall submit a report of all recorded functions of the previous year to the City each January to include date, use and number of participants.
- i. The Association may not charge individual gate fees to Dunwoody residents for practices, games, meetings, clinics and demonstrations. You must charge the gate fee as part of your tournament fees. No money should be collected at the gate for tournaments, except as defined in their Facility Usage Agreement for fundraising initiatives.
- j. The Association must provide a succession plan for its organization and annually report to the City its current board members and term limits.
- k. The Association must provide the City with documentation and the schedule of all tournaments and must provide a facility attendant to be present through the entirety of the tournament to ensure that all facility rules and regulations are followed by the participants and spectators.

### 3. Field Scheduling

Proposed dates for use of City facilities must be submitted in writing a minimum of forty five days in advance to the City. Once submitted, the City will allocate field space as deemed in the best interest of the City residents. Final decisions regarding field schedules will be the decision of the City. The AA will be required to submit a letter providing accurate participation numbers for current or past seasons to assist in determining field space needs. Priority for field use will be given based on need and in accordance with the Field Use Agreement.

### 4. Games and Practice Schedules

The AA must make the scheduling of recreation teams their first priority when scheduling teams. Recreational Leagues should take precedence over Select/Travel Leagues. Unused field time will be scheduled by the City as deemed necessary.

All AA game schedules shall be submitted one week prior to the first schedule games. Any changes to facility scheduled time shall be submitted 48 hours in advance of rescheduled time.

### 5. Tournaments/Events

All tournaments should be approved by the City and rental fee paid directly to the city (See Appendix for rental rates)

The City reserves the right to impose an additional fee for use of the facility if it is determined the event is not directly linked to the normal operations of the AA of the park/facility whether during the allotted time or not. (The City reserves the right to prioritize tournament/event rentals based on their impact to the facility, fields, quality and size of the tournament, local economy, past history, etc.

All outside organizations not associated with an AA wishing to conduct a tournament/event in a park/facility MUST make their request directly to the City. Outside organizations are subject to a fee for the use of the facility and an attendant. The City reserves the right to change, alter or cancel the event based on weather conditions or unapproved changes to the structure of the event.

#### 6. Camps/Clinics

The AA must submit a request in writing to the City for the use of a Park for any camps and clinics sponsored by the AA. The written request should be received by the City at least forty-five (45) days prior to requested dates of use. Failure to provide adequate request and notice of scheduled activities to the City could result in conflicts with City sponsored camps & clinics or scheduled park maintenance and rejection of a Facility Use Agreement.

#### 7. Criminal Background Check Requirements

- a. AA shall comply with the provisions of the Code of the City of Dunwoody, Georgia and Official Code of Georgia annotated and all appropriate statues and regulations governing the services it furnishes and, when applicable, with the standards of its profession. AA acknowledges their responsibility to report child abuse under O.C.G.A 19-7-5 as may be amended in the future and they accept responsibility to adhere to it, including all paid employees and volunteers and that failure to do so shall constitute a material breach of their Agreement with the city.
- b. Provide program in accordance with all guidelines set forth by the City. The AA agrees that all of its members, whether paid or volunteer, must undergo a criminal background check prior to being allowed to participate in any activities on City Property.

Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable. See Appendix Page 7

#### 8. Securing Equipment

The AA must secure all sport specific equipment safely for play during the season and must secure and lock all equipment between seasons. The City will not be responsible for the safety of the equipment, or any theft or damage to the equipment while being stored or left on the fields. No equipment should be secured/locked to a fence/facility.

The AA must clean and organize the store of their materials at the conclusion of each season. Storage of materials in or around the HVAC, electrical rooms and plumbing chases is

prohibited.

#### 9. Security

A designated AA member must make sure the permitted area is secure before leaving the park. All buildings must be closed and locked. All gates must be closed.

### III. Fees and Charges

#### 1. Facility Use Fees/Credits

The fee for use of athletic fields is determined by the Athletic Field Use Agreement. All AAs should pay 100% of expected field user fees prior to registration and the fees must be paid two weeks before the first practice/tryout of that season. The City will block out make up dates for inclement weather cancellations that can be used by the AA to reschedule games/practices as needed at no additional charge. Program credits will be considered for dates that the facility is closed by the City or inclement weather cancellations that cannot be rescheduled during the make-up block period. All other credits must be requested 7 days prior to the scheduled date or no credit will be applied and the AA group will be charged for their time as scheduled. (See Manual Appendix page 5 for fee schedule.)

#### 2. Tournament Fees

Groups that request field space for tournaments outside of your organization will be required to rent the facility from the City and pay the fee to reserve the dates. The outside organization group is responsible for paying the rental fee to the City for the outside tournaments that they host. This will go through the City parks fee software. A field rental contract must be signed and rental fees collected before the permit is issued.

Any tournaments that occur as part of the Association's recreation programs, the fee will be assessed at the Category 2 recreation program rate for the tournament hours. Any fundraising tournaments hosted by an association will be assessed an hourly fee as defined in their facility usage agreement.

#### 3. Fundraising

The AA must inform the City, in writing, of all fund raising activities that take place in the park. This information is used to verify the validity of fund-raising activity to the public.

#### 4. Park Admission Fees

The AA is NOT permitted to charge admission fees or collect donations for admittance to the park during regular season games and/or practices. The AA may charge gate fees to tournament groups as part of their registration fee for the tournament. No fees will be collected during the rental times

#### 5. Commercial Activity-Vendors

Commercial activity in a recreation facility is prohibited, unless prior approval is given by the City for the benefit of the AA. If the AA is approved for commercial activity, any contract with a commercial vendor shall be between the vendor and the AA. AA must require vendors to provide a comprehensive general liability insurance policy for a minimum limit of \$1,000,000 per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. The Certificate of Insurance must list The City of Dunwoody as additional insured. The Certificate of Insurance must be forwarded to the City two (2) weeks prior to the vendor operating in the park for authorization and verification. Vendors must provide a proper business license.

#### 6. Clean up Fees

If the City is required to do the cleanup after an event, then the AA will be charged a clean-up fee of at least \$250. If excessive cleanup or maintenance is required an additional fee will also be charged.

## VI. Safety and Security

### 1. Vandalism and Accident/Injury

Vandalism must be reported to DPD immediately by calling 911. The AA is responsible for notifying the City of any vandalism, minor injury within 24 hours after the incident. The AA must report damage to the City facility or building and serious injury/incidents immediately. If damage is a result of the AAs negligence or failure to comply with accepted operational or security measures, the AA may be held responsible for reimbursing the City for all or part of the repair costs.

### 2. Park Rules and City Ordinances

The AA must abide by current City park rules and ordinances.

### 3. Procedures for Closing Fields or Parks

In the event of inclement weather, it may be necessary to require a specific field or park to be closed. The City has the right to close a field as it sees fit. These rules are designated to provide residents with safe playable surfaces. Failure to comply or abuse these procedures by the AA may result in the City revoking the use of the Facility Use Permit.



**Athletic Association  
Policy and Procedures Manual  
Appendix**

Updated: February 2021

# Athletic Field Usage Policy

## Section 1 – Field Use Policy

Reserved use of athletic fields is permitted by this policy and encouraged by The City of Dunwoody. **Unreserved athletic fields will be available to the general public for open, unstructured or public recreation on a first come/first served basis during the normal operating hours of the park/ facility.**

The City of Dunwoody reserves the right to modify these policies and procedures and to develop and enforce such additional rules and regulations as may be required for the protection of the parks, athletic fields at the parks, the users and the patrons of the parks. Athletic fields may be defined as natural or synthetic surfaces including, but not limited to grass, dirt, turf, concrete, asphalt etc. Athletic fields may be closed by the City due to weather conditions, maintenance, to protect the public from unsafe conditions or to protect the fields from damage due to overuse. When reserved for use by a priority user, fields are not available to the general public.

## Section 2 - Priority Users

Four priority categories of facility users are hereby created (Category 1 being the highest priority) and shall be considered in the allocation of athletic fields and scheduled time at all parks. The City of Dunwoody reserves the right to set priorities based upon, but not limited to, the following: the number of participants, the residency of participants and the overall impact of the group or organization upon the established recreational needs of City residents.

### Category 1 – The City of Dunwoody Parks and Recreation Programs

“The City of Dunwoody” shall include all of the following: activities and programs of the Parks and Recreation Department and events sponsored, co-sponsored or partnered with the Department.

### Category 2 – Athletic Associations

An “AA Group” is defined as an athletic organization that has a Facility Usage Agreement with the city. DeKalb County School District - Dunwoody Cluster athletic programs

### Category 3 – Local Civic, Faith Based and/or Private Educational Groups, Non-Profit, Individuals

“Local Civic, Faith Based and/or Private Educational Groups” shall include, but are not limited, to organizations such as the Rotary Club, private schools or home school groups located within the City boundaries.

“Non-Profit” is a legal entity organized and operated for a collective, public or social benefit, in contrast with an entity that operates as a business aiming to generate a profit for its owners.

“Individual” a person using the field for a private recreational use. i.e. birthday parties, skills training, lessons, practice or events of a similar nature.



#### Category 4 – Businesses, Other Contracted Organizations and Groups

Any business, organization, club, or group that does not fall within the definitions of Category 1, 2 or 3, as defined above, shall be considered a Category 4 user under this Policy.

#### Section 3 - Athletic Field Reservations

An athletic field shall be considered reserved upon the payment to the city of the prescribed fee and the issuance of a Rental Agreement provided by the City. The Rental Agreement shall include ALL of the following:

- ✓ The name of the organization reserving the athletic field.
- ✓ The name, address and phone number of the individual making the application and contact person for the permit.
- ✓ The specific athletic field(s) being reserved.
- ✓ The date of issuance.
- ✓ The date, time and duration of the permit.
- ✓ The specific fee or fees charged and schedule of payment.
- ✓ All conditions assigned to the permit over and above the requirements of this Policy.

#### Section 4 - Sales on Park Property

The City of Dunwoody reserves to itself complete and exclusive rights to regulate the sale of all goods and services sold or conducted on park property. All commerce is expressly prohibited without the approval of the City of Dunwoody. Vendors are subject to all business license and insurance requirements. In addition all vendors must successfully complete any applications and pay fees set forth by the City. Food concessions must be approved by the City and follow all City Codes and Ordinances.

#### Section 5 – Fees and Charges

The most recent Schedule of Fees and Charges for the Use of Athletic Fields, as approved by the City Council, is attached hereto and incorporated herein as Exhibit “A”. The Schedule of Fees and Charges for the Use of Athletic Fields may be amended from time to time by the City Council.

#### Section 6 – Athletic Field Use Rules

Reservation is for the designated athletic field and immediate surrounding area only. All other park attractions and facilities are open to the public.

In the event the organization is an athletic association, the association shall comply with the most current version of the Athletic Associations Policy and Procedures Manual.

In the event the organization is conducting business in the park such as a tournament rental, the organization will be subject to all business license and insurance requirements.

In the event a City of Dunwoody program or function conflicts with an organization's use of the athletic field identified in the agreement, the Recreation and Parks program or function shall have priority and the conflict will be resolved by the organization's rescheduling its use of the athletic field.

All organizations and spectators shall follow all City Park Rules. Please leave the park clean. Dispose of all waste in designated receptacles.

**Exhibit A**

<u>User Group</u>	<u>Athletic Fields</u>
<b>Category 1</b> City Programs	
<b>Category 2</b> AA Groups, Dunwoody Cluster Schools	\$20 hr/field (Min of 2 hrs/up to 11 hours) \$200 day/field Lights Included
<b>Category 3</b> Civic, Faith Based, Private Schools, Non- Profit Groups, Individuals	\$100 hr/field (Min of 2 hours/up to 6 hours) \$1,000 day/field Individuals: (\$100 per hour up to 3-hour max) Lights Included
<b>Category 4</b> Businesses, Other Contracted Organizations, Groups	\$1,500 day/field \$850 ½ Day (≤ 4 hours) No hourly rate for this category

**Athletic Field Preparation**

If a multipurpose field rental requires initial set-up painting/stripping, the AA is required to do this themselves with permission from the City Recreation Department. All paint products must be approved by the City prior to application

**City of Dunwoody  
Parks and Recreation  
AA Season Information**

Please answer the following questions as completely as possible.

This information will be provided to the general public. This information is due to the City at the Individual AA meeting held each year in December.

AA \_\_\_\_\_ Name: \_\_\_\_\_  
\_\_\_\_\_ Contact  
Person: \_\_\_\_\_  
Address: \_\_\_\_\_ City  
/ \_\_\_\_\_ State \_\_\_\_\_ / \_\_\_\_\_ Zip: \_\_\_\_\_  
\_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

Sport: \_\_\_\_\_

Season / Year: \_\_\_\_\_

Start & End Dates: \_\_\_\_\_

Age Groups: \_\_\_\_\_

Cost: \_\_\_\_\_

Registration Info: \_\_\_\_\_

(dates, times, location) \_\_\_\_\_

Additional Information: (attach additional sheets as necessary)

Please provide accurate participations numbers from the previous season/ year, the number of games played and the number of teams for each league. Please specify Boys, Girls, recreational teams, feeder, travel, academy, select teams, etc.

\_\_\_\_\_

Background Check  
City of Dunwoody Parks & Recreation

My signature authorizes the above company to receive my criminal history and record information pertaining to me that may be on file at any state or local criminal jurisdiction in the State of Georgia.

Name: \_\_\_\_\_  
DOB: \_\_\_\_\_  
Race: \_\_\_\_\_  
Sex: \_\_\_\_\_  
Address: \_\_\_\_\_  
Social: \_\_\_\_\_  
Program Name: \_\_\_\_\_  
Child program: Yes \_\_\_\_\_ No \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR INTERNAL USE ONLY**

Requester: Kate Borden                  Brent Walker  
Signature \_\_\_\_\_ Date: \_\_\_\_\_  
No Record \_\_\_\_\_  
Record \_\_\_\_\_  
If yes, state charge and convictions:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Affidavit Verifying Status  
for City Public Benefit Application**

By executing this affidavit under oath, as an applicant for a City of Dunwoody, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Dunwoody license/permit for:

1) \_\_\_\_\_ I am a United States citizen **(Must include copy of either Georgia Driver’s License, Passport, or Military ID)**

**OR**

2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\* **(Must include either a copy of your Permanent Resident Card or Employment Authorization Card as well as another form of government issued identification such as Georgia Driver’s License, Military ID, or Passport)**

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**\*Alien Registration number for non-citizens:** \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

Notary Public: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of “alien”, legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

\_\_\_\_\_

STATE OF GEORGIA  
CITY OF DUNWOODY

FACILITY USAGE AGREEMENT

THIS AGREEMENT by and between the **City of Dunwoody, Georgia**, a municipal body politic and corporate, hereinafter designated "CITY" and **Dunwoody High School Softball Booster Club, Inc.** 5035 Vermack Rd. Dunwoody, Georgia 30338 a private nonprofit organized under the laws of the State of Georgia, hereinafter designated "DHSSBC" or "Club".

WITNESSETH:

WHEREAS, CITY owns and operates BROOK RUN PARK BASEBALL FIELDS located at 4665 Barclay Drive, Dunwoody, Georgia, (hereinafter designated as "Facilities"), for the purpose of serving the residents of the City of Dunwoody by locating and housing therein various public and private companies, corporations, and organizations capable of and willing to provide their services to the residents of the City of Dunwoody; and

WHEREAS, the undersigned DHSSBC desires to operate a softball program for the benefit of residents of the City of Dunwoody and agrees to utilize space in the Facilities in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY does hereby grant usage to DHSSBC of 7.46 acres of space delineated on the Layout attached hereto as Attachment B and by reference made a part hereof (hereinafter referred to as "Space") consisting of the fields, field house, parking lot adjoining the fields, the PCMS parking lot according to the IGA with DeKalb County BOE and surrounding areas in accordance with PCS's provision of its programs delineated herein.
2. This Agreement, beginning on January 1, 2025 is for an initial term expiring on December 31, 2025. This Agreement shall terminate absolutely and without further obligation on the part of the City on December 31, 2025, as required by O.C.G.A. § 36-60-13, unless terminated by either Party prior to the conclusion of the initial term. This Agreement may be renewed on an annual basis for additional successive twelve (12) month term(s) upon terms and conditions negotiated by both parties.

~~3. Intentionally Deleted.~~

~~4.3.~~ This Agreement may be renewed for one or more additional successive twelve-month term(s), subject to the following conditions:

- (a) DHSSBC shall provide written notice to CITY at least sixty (60) days prior to the expiration date of the Agreement exercising the option to renew the Agreement, provided that the parties are able to reach an agreement on mutually-agreeable terms for the current renewal term of the Agreement.

~~(a)~~

~~(b)~~ (b) DHSSBC shall continue to perform its services and to coordinate its performance with that of other users and CITY.

~~(e)~~ (c) DHSSBC shall comply with the conditions of this Agreement and any amendments thereto.

5.4. Either party shall have the right to terminate this Agreement for any reason at any time during the original term of the Agreement or any extension or renewal thereof by giving written notice to the other party of its intention to terminate at least ninety (90) days prior to the effective date of termination. CITY reserves the right to terminate and cancel this Agreement or any extension or renewal thereof immediately, without notice, at any time DHSSBC fails or refuses to fulfill the terms and conditions set forth herein. DHSSBC, upon termination of this Agreement or any renewal thereof, or cancellation thereof by CITY, shall vacate and deliver up the Space peaceably, quietly, and in good order and condition.

6.5. For the purpose of this Agreement, all notices to be given hereunder shall be in writing and shall be deemed given when deposited in the United States Mail, postage prepaid, certified, and addressed as follows:

(a) CITY: City of Dunwoody  
4800 Ashford Dunwoody Rd  
Dunwoody, Georgia 30338  
Attention: Parks & Recreation, Parks  
Director

(b) CLUB: **Dunwoody High School Softball Booster Club, Inc.**  
5035 Vermack Rd.  
Dunwoody, Ga 30338

7.6. CITY does hereby designate the Parks & Recreation Department as its representative in all matters pertaining to this Agreement. All requests and issues arising from use of the Space described herein should be addressed to the Parks & Recreation Department through its Parks Director at the notice address set forth above. The Parks Director or their designee shall be the primary contact to DHSSBC. The Parks Director is authorized to establish such administrative procedures he or she deems appropriate to carry out and enforce the terms of this Agreement.

8.7. The CITY and DHSSBC shall provide services in accordance with the terms of Attachments A and D, which are attached hereto and by reference made a part hereof, during the term of this Agreement. DHSSBC agrees to provide CITY with appropriate information about its program activities that CITY may request, including program operating hours, in order to facilitate operation of the Facility and coordination by the CITY.

9. Intentionally Deleted.

9 10. Except as otherwise consented to in writing by CITY, DHSSBC shall maintain in force during the life of this Agreement or any extension or renewal thereof comprehensive general public liability and property damage insurance, in the minimum amount of \$1,000,000.00 with respect to each person, and in the sum of \$300,000.00 with respect to



each accident or occurrence, and in the sum of \$1,000,000.00 for injury or damage to property, and CITY shall be named as an additional insured under such policy or policies of insurance.

**Commented [JD1]:** Confirm these limits are acceptable to the City.

11. Except as otherwise consented to in writing by CITY, DHSSBC shall furnish to the CITY within thirty (30) days after execution of this lease Agreement, a certificate or certificates evidencing such insurance coverage in companies doing business in Georgia and acceptable to CITY covering:

- a. The location and the operations to which the insurance applies
- b. The expiration date of policies
- c. An agreement that the policies certified will not be changed or canceled without thirty (30) days prior notices to CITY, as evidenced by return receipts of registered or certified letters. Prior to ten (10) days before the expiration of any such certificate, DHSSBC shall deliver to the CITY a certificate renewing or extending the terms for a period of at least one (1) year, or a certificate acceptable to CITY evidencing the required insurance coverage.

12 DHSSBC shall comply with the provisions of the Code of the City of Dunwoody, Georgia and Official Code of Georgia annotated and all other statutes, laws and regulations of any kind governing the services it furnishes and, when applicable, with the standards of its profession. DHSSBC acknowledges its responsibility to report child abuse under O.C.G.A 19-7-5 as may be amended in the future and accepts responsibility to adhere to it, including all paid employees and volunteers, and that failure to do so shall constitute a material breach of this Agreement.

13 The occupancy and use by DHSSBC of the Space and rights herein conferred upon DHSSBC shall be subject to rules and regulations as are now or may hereinafter be prescribed by CITY.

14 Both parties agree that the provisions of this Agreement, and any extension or renewal thereof, are not intended to be nor should they be construed as in any way creating or establishing a relationship between the parties hereto other than that of owner and user, and at all times during the term of this Agreement or any extension or renewal thereof, DHSSBC is to be and shall remain as an independent contractor.

15 This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

1416 This Agreement shall be deemed to have been made and performed in the City of Dunwoody, Georgia. For the purpose of venue, all suits or causes of actions arising out of this Agreement shall be brought in the appropriate courts within DeKalb County, Georgia.

1417 Any amendment or modification of this Agreement shall be set forth in writing as an Amendment to this Agreement, duly executed by the parties, but shall not become effective until thirty (30) days after the execution and delivery of such writing.

1418 DHSSBC shall at the termination of this Agreement or any extension or renewal thereof surrender up the Space in good order and condition, reasonable use and ordinary wear and thereof excepted. CITY shall be entitled to all rights and remedies provided by law including, without limitation, the dispossessory rights and remedies provided in O.C.G.A. § 44-7-49, *et seq.* as may be amended in the future.

1419 Should any provision or term of this Agreement be determined by a court of competent jurisdiction to be unenforceable, all other provisions and terms shall remain in full force and effect.

1420 This Agreement and any and all amendments thereto and exhibits or attachments incorporated herein constitutes the sole agreement between the parties regarding the subject matter herein. No representations oral or written not incorporated herein shall be binding on the parties. No amendment or modification of this Agreement shall be enforceable unless approved in writing by the City of Dunwoody.

1421 In the event of a conflict between this Agreement and any exhibit contained herein or any previous agreements, the provisions of this Agreement shall govern.

2022 Without regard to any designation made by the person or entity entering this Agreement, the City of Dunwoody considers all information submitted in relation to the Agreement to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act O.C.G.A. § 50-18-70 *et seq.* as may be amended in the future, unless a court order is obtained to the contrary.

2423 The headings of sections and paragraphs, if any, to the extent used herein are for convenience and reference only, and in no way define, limit or describe the scope or intent of any provision hereof, and therefore will not be used in construing or interpreting the provisions hereof.

2224 Contractor (PCS) and Subcontractor Evidence of Compliance

Pursuant to O.C.G.A. § 50-36-1(e), City contracts within the state of Georgia shall include the following provisions on the attached Affidavit Verifying Status:

1. Provide at least one secure and verifiable document, as defined in Code Section 50-36-2;
2. Execute a signed and sworn affidavit verifying the applicant's lawful presence in the United States, which affidavit shall state:

- i. The applicant is a United States citizen or legal permanent resident 18 years of age or older; or
- ii. The applicant is a qualified alien or nonimmigrant under the federal Immigration and Nationality Act, Title [8 U.S.C., 18](#) years of age or older lawfully present in the United States and provide the applicant's alien number issued by the Department of Homeland Security or other federal immigration agency.

**[SIGNATURES CONTINUE ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**DHSSBC: DHS Softball Booster Club, Inc.**

**CITY: City of Dunwoody, Georgia**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
City Manager  
City of Dunwoody, Georgia

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax I.D. Number

**ATTEST:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney Signature

**Affidavit Verifying Status  
for City Public Benefit Application**

By executing this affidavit under oath, as an applicant for a City of Dunwoody, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Dunwoody license/permit for:

1) \_\_\_\_\_ I am a United States citizen **(Must include copy of either Georgia Driver’s License, Passport, or Military ID)**

**OR**

2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\* **(Must include either a copy of your Permanent Resident Card or Employment Authorization Card as well as another form of government issued identification such as Georgia Driver’s License, Military ID, or Passport)**

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**\*Alien Registration number for non-citizens:** \_\_\_\_\_

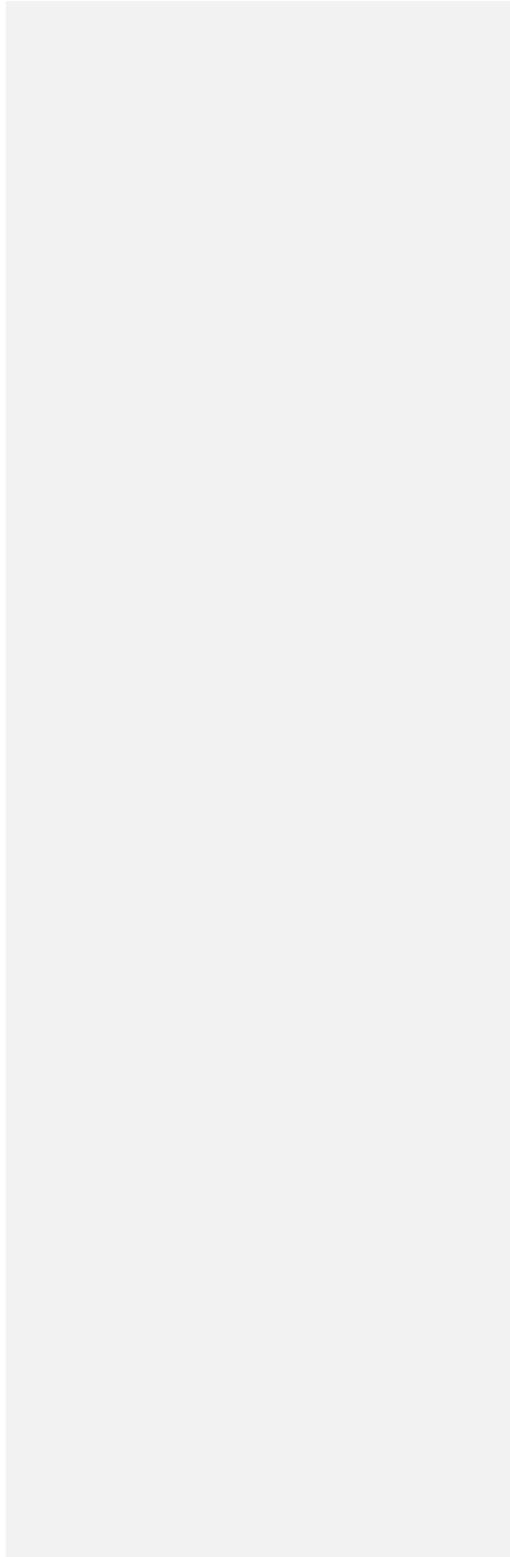
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

Notary Public: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of “alien”, legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

\_\_\_\_\_

Attachment A



## **I. OBLIGATIONS OF THE CITY**

The City agrees to:

- a. Allow the non-exclusive use of the Facilities to the Club under expressed terms and conditions set forth by the City for the purpose of conducting Softball Programs; the use of the Facilities shall be limited to practices, games, meetings, clinics and demonstrations for the promotion of the sport, community interest and welfare, which may include opening day activities, tournaments and special events.
- b. If the Club and City agree to terms for the use of the Facilities for other activities, such use or uses shall be governed by a separate agreement or agreements. The City will maintain the facility scheduling for these activities and collect all fees for the activities except as defined for fund raising initiatives. The Club must pay \$10 per hour for fund raising tournaments in addition to the established hourly rate in the Athletic Association Manual.
- c. The Club shall be able to schedule hours on the West Field from August 1st-October 31st from 4pm-7pm, Monday-Thursday, unless otherwise approved by the City. Other times will be made available to utilize City Facilities upon request to the City Parks and Recreation Department. The City will allocate scheduled time of the facility based on the greatest programming need.
- d. Provide fields at the beginning of the Club's operating season, field lights, field electrical outlets, watering systems, utilities, park buildings and structures as needed.
- e. Clean restrooms not less than one (1) time daily.
- f. Provide general, standard and customary maintenance of the Facilities, as defined in Attachment C, Maintenance Policy.

## **II. OBLIGATIONS OF THE CLUB**

The Club agrees to:

- a. Adhere to all rules and regulations as defined in the City of Dunwoody Athletic Club Manual and Appendix (Attachment D)
- b. Provide a softball program in accordance with all guidelines set forth by the City. The Club agrees that all of its members, whether paid or volunteer, must undergo a criminal background check prior to being allowed to participate in any activities on any City property.
- c. Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable.
- d. Maintain the playing fields to include placing fencing and bases appropriately, raking crumb rubber between games where needed and any other playing field maintenance to ensure a proper safe playing surface as defined in Attachment C, "Maintenance Policy".

- e. It is the responsibility of the Club to ensure that all facility rules are followed, and failure to do so shall constitute a material breach of this Agreement.
- f. Protect, defend, indemnify and hold harmless the City, its Mayor, Council members, officers, employees, successors, assigns, and agents from and against any and all claims, suits, losses, liabilities, damages, deficiencies, expenses, or costs (including, without limitation, reasonable attorney's fees, investigative and/or legal expenses, and costs of judgment, settlements, and court costs) (hereinafter "Claims") suffered or incurred by such parties whether arising in tort, contract, strict liability, or otherwise and including, without limitation, personal injury, negligence, wrongful death, or property damage, regardless of the outcome of any such action, proceeding, or investigation caused by, related to, based upon, or arising out of the Club's use of the Facilities, provision of Athletic Programs or activities, or otherwise, excluding Claims caused by the sole negligence of the City. The language of this indemnification clause shall survive the termination of this Agreement, even if the City terminates this Agreement for convenience.
- g. The Club shall further either (a) require each of its Subcontractors to procure and to maintain during the term of his subcontract Subcontractor's public liability and property damage and vehicle liability insurance of the type and in the same amounts as specified in the preceding paragraphs, or (b) insure the activities of the Club's Subcontractors under the Club's own insurance policy.
- h. If the Club chooses to provide concessions during the usage time, the Club shall provide its own food and clean-up the area after each use to replicate its appearance prior to each use. The Club must obtain all required health certificates to serve said food and shall be responsible in accordance with subsection (d) above for any liability as a result of providing these concessions. No alcohol may be sold and/or served at any game, function or event on the Property and no alcohol may be possessed by anyone during the times the Club uses said Facilities.
- i. The Club shall maintain a schedule of all functions at the facility and shall submit a report of all recorded functions of the previous year to the City each January to include date, use and number of participants.
- j. The Club may not charge individual gate fees for tournaments, practices, games, meetings, clinics and demonstrations, except as part of an approved fund raising initiative.
- k. The Club must provide a succession plan for its organization and annually report to the City its current board members and term limits.
- l. The Club must provide the City with documentation and the schedule of all tournament rentals and must provide a facility attendant(s) to be present through the entirety of the tournament to ensure that all facility rules and regulations are followed by the participants and spectators, this includes adequately monitoring and directing vehicular traffic to the appropriate parking area for the event. The tournament fee, except as part of an approved fund raising initiative, should be paid directly to the City as defined in the Athletic Club Manual Appendix.
- m. The financial relationship shall be as follows:
  - i. Beginning January 1, 2025, the Club must pay the City an hourly rate of usage as defined in the City of Dunwoody Athletic Club Manual and Appendix. Prior to the season beginning any unused scheduled time may be credited to the Club for future



use. Once the season begins, program credits will only be considered for dates that the facility is closed by the City or inclement weather cancellations that can't be rescheduled during the make-up block time frame. Credit requests must be made in writing to the City.

- ii. The Club is also entitled to make further contributions directly to the City towards capital improvements to the Facility at any time. The Club must indicate in writing for what those funds are to be used and the City shall restrict the usage of those funds to that purpose unless changed by both parties in writing. The Parks Director may approve all suggested projects as needed and will request approval from the City Manager or City Council as required by the City's procurement policies and procedures. The City will manage the procurement of all goods and services towards these improvements.
  - iii. The Club must provide financial statements to the CITY quarterly no later than April 15th, July 15th, October 15<sup>th</sup> and January 15th of the subsequent year. Financial statements must include reconciled bank statements, the profit and loss statements as well as the balance sheet.
- n. The Club may be subject to an independent annual audit at their expense as requested by the City and is subject to all requirements under Open Records Act O.C.G.A. §50-18-70 et seq.
  - o. Adhere to all other provisions contained in this Agreement.

### **III. THE CLUB'S MAINTENANCE RESPONSIBILITIES**

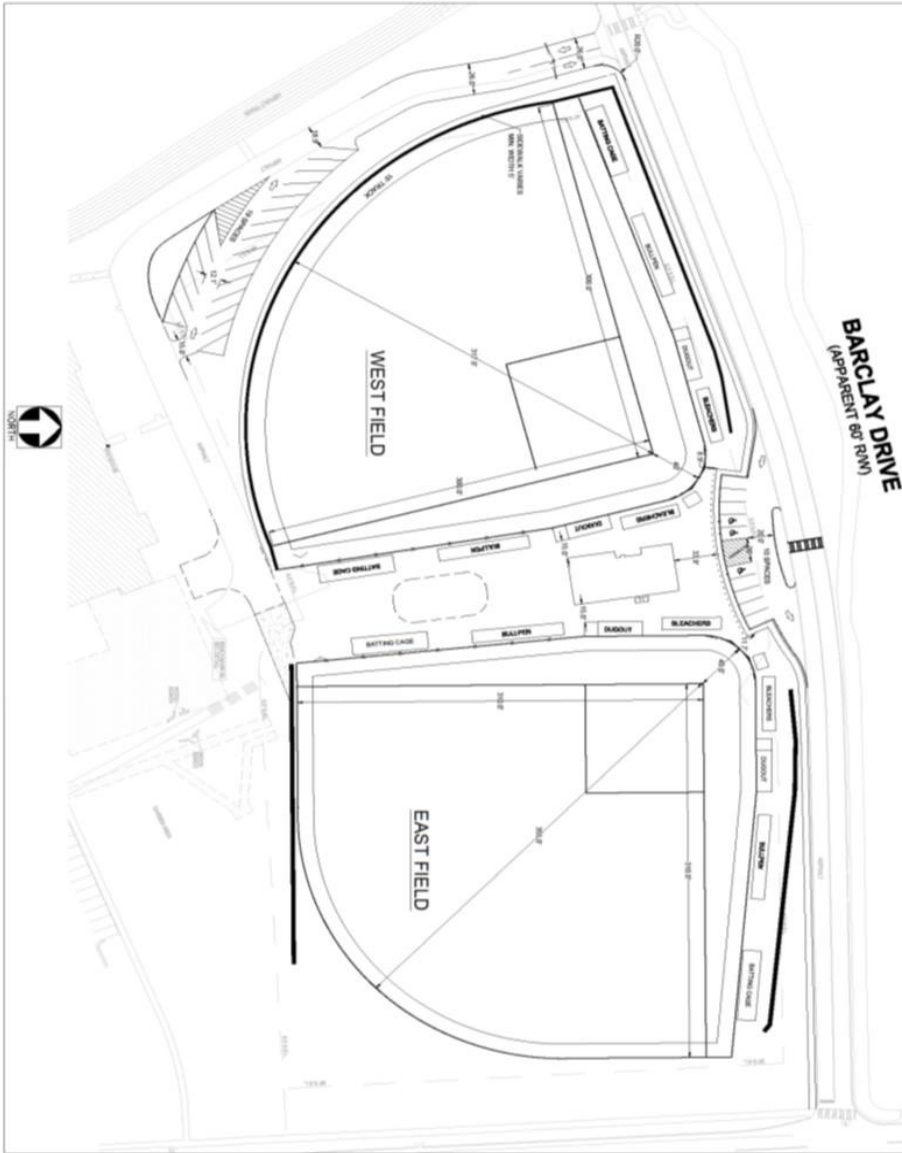
- a. The Club is responsible for daily clean-up, placing litter in proper containers prior to leaving the Facilities after each function (games and practices).
- b. The Club shall obtain the prior written approval and consent from the City before making any repairs, improvements, additions or alterations to said premises, and all improvements, additions or alterations which may be approved shall become the property of the City and remain upon said premises and be surrendered with the premises at the termination of this agreement. Failure to obtain prior written authorization from the City can constitute cause for the immediate termination of this agreement.
- c. The Club will maintain any and all improvements that, in the opinion of the City, are for the primary benefit of the user.
- d. The Club is responsible for reporting all acts of vandalism to the facility or Club property to the City and the local Police Department. A copy of the police report must be filed with the City Department of Parks and Recreation.
- e. The Club shall not use the said premises for any purpose other than that of softball practices, games, meetings, clinics, tournaments and demonstrations for the promotion of the sport, community interest and welfare.
- f. The Club agrees to take any action necessary to prevent or correct any nuisance or other grievances upon, or in connection with, said premises during the terms of this Agreement.

- g. The City or any of its agents or employees shall have the right to enter upon the said premise at any time during the term of this Agreement to examine, inspect or supervise as deemed necessary.

#### **IV. THE CLUB'S SAFETY PRECAUTIONS**

- a. The Club agrees to administer activities at the said facility in a safe and professional manner, having a sufficient number of adults present to supervise all scheduled activities, from the time the first person arrives until the last person departs.
- b. The City has the right to cancel any scheduled activity on an athletic field during inclement weather when it is determined that such activity would damage the field. Persistent damage to the City facilities by the Club will result in the Club being prohibited from using the City facilities.
- c. In the event of lightning, for the safety of the participants, all play shall be suspended until the danger has passed. When the field is cleared all participants should be directed either inside a building or inside an automobile.

Attachment B



Attachment C

Brook Run Park Baseball Field Maintenance

<u>Task</u>	<u>Frequency</u>	<u>Responsible party</u>
Raking crumb rubber in high traffic field positions	Between games	DHSSBC
Field sweeping debris removal/ high traffic areas	Daily/ during usage days	DHSSBC
Trash Removal and clean-Umpire Locker Room	Daily / as needed	DHSSBC
Trash Removal –Plaza and Common Areas	Daily/ as needed	DHSSBC
Bathroom cleaning –Umpire Locker Room	Daily / as needed	DHSSBC
Replace all trash bags and place garbage in the site dumpster	Daily / as needed	DHSSBC
Sweep and remove trash from Dugouts	Daily / as needed	DHSSBC
Litter pick up from parking area and all associated walkways and grounds throughout Facilities	Daily/ during usage days	DHSSBC
<u>Task</u>	<u>Frequency</u>	<u>Responsible party</u>
Field Sweeping/full field	Twice a Month / Dependent on usage	City
Field grooming /full field	Twice a Month/ Dependent on usage	City
Concrete, debris blow off	Once Daily	City
Indoor concessions - Cleaning inspection	Quarterly	City
Public Outdoor Trash Removal	Once Daily / As Needed	City
Pressure wash concrete, facility	Yearly/ as needed	City
Public Restroom cleaning	Once Daily / As Needed	City
Trash Removal –Plaza and Common Areas	Once Daily / As Needed	City



Parks & Recreation

# **Athletic Association Manual**

## **Policies and Procedures**

Updated: October 2021

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## Contact Information

### City of Dunwoody Parks and Recreation Department

4800 Ashford Dunwoody Road  
Dunwoody, Ga 30338  
678-382-6700

### Staff Contacts

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6861  
Email: [Kate.Borden@dunwoodyga.gov](mailto:Kate.Borden@dunwoodyga.gov)

**I. Athletic Association Requirements**

This document serves as the Athletic Association Policy and Procedures Manual for The City of Dunwoody Parks and Recreation. This manual shall apply to all athletic associations (AA) and contains requirements that all AAs must fulfill in order to conduct its program in a City owned park or facility.

This Manual will outline the basic structure of the City of Dunwoody’s requirements for the AA to operate within the City to ensure all programs are operated in accordance with the City standards. In order to qualify to operate on City property, each AA must adhere to minimum requirements. These requirements are necessary to insure the protection of all AA members. Violation of any requirements shall constitute cause for revocation of the facility. In addition, situations may arise requiring the City to be involved in issues related to AA operations. In these instances, the AA is required to cooperate with the City to resolve issues not specially covered by this Manual.

**1. Nonprofit Organization Status**

The AA will incorporate and register with the Georgia Secretary of State’s Office as a not-for-profit corporation. Proof of not-for-profit status must be submitted annually to the City by April 1<sup>st</sup> of each year.

**2. Liability Insurance Coverage**

- a. AA shall at all times exonerate, indemnify, and hold harmless the CITY from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury (including death) to persons or property (i) caused by, or (ii) sustained on the Space in connection with the performance of this Agreement or any extension or renewal thereof or conditions created thereby and shall assume and pay for, without cost to the CITY, the defense of any and all claims, litigation and actions, suffered through any act or omission of the AA, or anyone directly or indirectly employed by or under the supervision of any of them, or in any way arising out of the use and occupancy of the space.
- b. Except as otherwise consented to in writing by CITY, AA shall maintain in force during the life of this Agreement or any extension or renewal thereof comprehensive general public liability and property damage insurance, in the minimum amount of \$1,000,000.00 with respect to each person, and in the sum of \$300,000.00 with respect to each accident or occurrence, and in the sum of \$1,000,000.00 for injury or damage to property, and CITY shall be named as an additional insured under such policy or policies of insurance.
- c. Except as otherwise consented to in writing by CITY, AA shall furnish to the CITY within thirty (30) days after execution of this agreement, a certificate or certificates evidencing such insurance coverage in companies doing business in Georgia and acceptable to CITY covering:
  - i. The location and the operations to which the insurance applies
  - ii. The expiration date of policies
  - iii. An agreement that the policies certified will not be changed or canceled



without thirty (30) days prior notices to CITY, as evidenced by return receipts of registered or certified letters. Prior to ten (10) days before the expiration of any such certificate, AA shall deliver to the CITY a certificate renewing or extending the terms for a period of at least one (1) year, or a certificate acceptable to CITY evidencing the required insurance coverage.

- d. Except as otherwise consented to in writing by CITY, AA shall insure that any organizations participating in any sporting event with AA at the Facility shall maintain in force comprehensive general public liability and property damage insurance, in the minimum amount of \$1,000,000.00 with respect to each person, and in the sum of \$300,000.00 with respect to each accident or occurrence, and in the sum of \$1,000,000.00 for injury or damage to property, and CITY shall be named as an additional insured under such policy or policies of insurance.

### 3. Bylaws

A copy of the AA bylaws must be submitted to the City each year and within five days after any amendments or changes prior to use of any City facilities. The AA should review and approve their bylaws a minimum of every two years.

### 4. Financial Reports

The Official Code of Georgia Annotated requires that all corporate minutes and books of account be held open for inspection by any member of the AA at any reasonable time. The AA shall assume the financial responsibility for the recreation program it operates. The City of Dunwoody recommends that each AA be bonded and that annual internal audits are performed on all accounts. The AA must provide financial statements to the CITY as defined in their facility usage agreement.

Without regard to any designation made by the person or entity entering this Agreement, the City of Dunwoody considers all information submitted in relation to the Agreement to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act O.C.G.A. § 50-18-70 *et seq.* as may be amended in the future, unless a court order is obtained to the contrary.

### 5. City of Dunwoody Meeting Requirements

Each year, the City will host a meeting that the AA is required to attend. The purpose of the meeting is to increase communication between both parties and improve operations.

- a. The meeting will be held yearly (usually in December)
- b. AA President attendance is required or at least one representative
- c. This requirement must be met in order for the AA to have use of City facilities for the next year.

- d. All AA season forms are due at this meeting (Insurance, non-profit paperwork/renewal, field requests for the year, AA information form) (Appendix page 6).

#### 6. Non-Discrimination Requirement

The AA must ensure that no persons be denied participation in any program based on race, color, creed, religion, sex, national origin, age, disability, genetic information, pregnancy, childbirth, or other legally protected category or classification with the exception that children may be grouped by age on teams to ensure safety of the participants. The AA must be in compliance with the Americans with Disabilities Act.

#### 7. Facility Use Agreement

The AA must obtain a Facility Use Agreement from the City a minimum thirty (30) days prior to the first scheduled practice of each year. This permit is to be obtained from the City on behalf of the AA by the President. This permit, issued annually per sport, specifically identifies facilities to be used by the AA and the terms and conditions of said use. Adherence to all requirements outlined in this Manual for an AA operating in a Park is a condition of the Facility Use Agreement. Failure to adhere to the Policies and Procedures may result in suspension or revocation of the Facility Use Agreement.

The sole purpose of Facility Use Agreement is for the use of sports fields and adjacent spectator areas. This does not include public park areas such as, but not limited to walking trails, paths, sidewalks, parking lots, playgrounds, and pavilions which must remain open for active/ passive park users. Passive and open may not be reserved for organized practice or play. Use of the walking trails for purposes other than running or walking is strictly prohibited. The AA is responsible for ensuring that walking tracks and trails adjacent to sports fields are clear of spectators during AA activities. The AA may be liable for any incidents related to unauthorized use.

The AA may not sublet Park facilities to another organization or permit any separate organization to use a Park under the AA name, except as defined in their Facility Usage Agreement for fundraising initiatives.

The AA may collect a fee for managing tournaments with organizations associated with the AA in addition to the terms defined in their Facility Usage Agreement for fund raising initiatives. The associated organization will have to pay the rental fee for those tournaments to the City at the Category 2 outside tournament/organization rate noted and may not host any tournaments for any other sport other than what the AA offers. Violation of these rules will require the forfeiture of any money made as a result of the use of the Park and may result in the revocation of the Facility Use Agreement.

#### 8. Cancellations

The City of Dunwoody reserves the right to cancel any scheduled activity on City property when it determines that such use could potentially cause unsafe conditions for the AA, spectators, general public and/or damage to the facility or grounds. Furthermore, the City maintains the authority to close a facility at any time it deems it to be in the best interest of

the public.

#### 9. SAVE Affidavit

Pursuant to O.C.G.A. § 50-36-1(e), City contracts within the state of Georgia shall include the following provisions on the attached Affidavit Verifying Status:

- a. Provide at least one secure and verifiable document, as defined in Code Section 50-36-2;
- b. Execute a signed and sworn affidavit verifying the applicant's lawful presence in the United States, which affidavit shall state:
  - a. The applicant is a United States citizen or legal permanent resident 18 years of age or older; or
  - b. The applicant is a qualified alien or nonimmigrant under the federal Immigration and Nationality Act, Title [8 U.S.C., 18](#) years of age or older lawfully present in the United States and provide the applicant's alien number issued by the Department of Homeland Security or other federal immigration agency.
- c. See Appendix Page 8

## II. Facility Use/Operations

### 1. Role of the City

The role of the City is to facilitate agreements and permits with organizations desiring to use City athletic fields and facilities to implement various youth athletic programs, activities and events; and to ensure that recreational assets of the City of Dunwoody are utilized effectively to allow maximum participation and citizen access. In addition the City will:

- a. Allow the non-exclusive use of the Facilities to the Association under expressed terms and conditions set forth by the City for the purpose of conducting sports Programs; the use of the Facilities shall be limited to practices, games, meetings, clinics and demonstrations for the promotion of the sport, community interest and welfare, which may include opening day activities, tournaments and special events.
- b. The Association and City agree to terms for the use of the Facilities for such other activities, such use or uses shall be governed by separate agreement or agreements. The City will maintain the facility scheduling for these activities and collect all fees for the activities.
- c. For parking information, please reference your Field Usage Agreement.
- d. Provide fields at the beginning of the Association's operating season, field lights, field electrical outlets, watering systems, park buildings and structures as needed.

- e. Clean restrooms not less than one (1) time daily.
- f. Provide general, standard and customary maintenance of the Facilities, as defined in your Field Usage Agreement
- g. Provide for the Association's use of the building (hereinafter "Field House") on the Facilities property for use in conjunction with provision of its programs under this Agreement, including use of said building for purposes of concessions during the times the Association uses the Facilities for games and practices in accordance with the provisions of this Agreement.

## 2. AA Responsibilities

- a. Provide a sports program in accordance with all guidelines set forth by the City. The Association agrees that all of its members, whether paid or volunteer, must undergo a criminal background check prior to being allowed to participate in any activities on City Property. (Reference Appendix Page 7)
- b. Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable.
- c. Maintain the playing fields based on the Field Usage Agreement
- d. It is the responsibility of the Association to ensure that all facility rules are followed, failure to do so shall constitute a material breach of this Agreement.
- e. Protect, defend, indemnify and hold harmless the City, its Mayor, Council members, officers, employees, successors, assigns, and agents from and against any and all claims, suits, losses, liabilities, damages, deficiencies, expenses, or costs (including, without limitation, reasonable attorney's fees, investigative and/or legal expenses, and costs of judgment, settlements, and court costs) (hereinafter "Claims") suffered or incurred by such parties whether arising in tort, contract, strict liability, or otherwise and including, without limitation, personal injury, negligence, wrongful death, or property damage, regardless of the outcome of any such action, proceeding, or investigation caused by, related to, based upon, or arising out of the Association's use of the Facilities, provision of Athletic Programs or activities, or otherwise, excluding Claims caused by the sole negligence of the City. The language of this indemnification clause shall survive the termination of this Agreement, even if the City terminates this Agreement for convenience.
- f. The Association shall further either (a) require each of its Subcontractors to procure and to maintain during the term of his subcontract Subcontractor's public liability and property damage and vehicle liability insurance of the type and in the same amounts as specified in the preceding paragraphs, or (b) insure the activities of the Association's Subcontractors in the Association's own insurance policy.

- g. If the Association chooses to use the portion of the Field House designated for concessions, the Association shall provide its own food and clean-up the area after each use to replicate its appearance prior to each use. The Association must obtain all required health certificates to serve said food and shall be responsible in accordance with subsection (d) above for any liability as a result of providing these concessions. No alcohol may be sold and/or served at any game, function or event on the Property and no alcohol may be possessed by anyone during the times the Association uses said Facilities.
- h. The Association shall maintain a schedule of all functions at the facility and shall submit a report of all recorded functions of the previous year to the City each January to include date, use and number of participants.
- i. The Association may not charge individual gate fees to Dunwoody residents for practices, games, meetings, clinics and demonstrations. You must charge the gate fee as part of your tournament fees. No money should be collected at the gate for tournaments, except as defined in their Facility Usage Agreement for fundraising initiatives.
- j. The Association must provide a succession plan for its organization and annually report to the City its current board members and term limits.
- k. The Association must provide the City with documentation and the schedule of all tournaments and must provide a facility attendant to be present through the entirety of the tournament to ensure that all facility rules and regulations are followed by the participants and spectators.

### 3. Field Scheduling

Proposed dates for use of City facilities must be submitted in writing a minimum of forty five days in advance to the City. Once submitted, the City will allocate field space as deemed in the best interest of the City residents. Final decisions regarding field schedules will be the decision of the City. The AA will be required to submit a letter providing accurate participation numbers for current or past seasons to assist in determining field space needs. Priority for field use will be given based on need and in accordance with the Field Use Agreement.

### 4. Games and Practice Schedules

The AA must make the scheduling of recreation teams their first priority when scheduling teams. Recreational Leagues should take precedence over Select/Travel Leagues. Unused field time will be scheduled by the City as deemed necessary.

All AA game schedules shall be submitted one week prior to the first schedule games. Any changes to facility scheduled time shall be submitted 48 hours in advance of rescheduled time.

### 5. Tournaments/Events

All tournaments should be approved by the City and rental fee paid directly to the city (See Appendix for rental rates)

The City reserves the right to impose an additional fee for use of the facility if it is determined the event is not directly linked to the normal operations of the AA of the park/facility whether during the allotted time or not. (The City reserves the right to prioritize tournament/event rentals based on their impact to the facility, fields, quality and size of the tournament, local economy, past history, etc.

All outside organizations not associated with an AA wishing to conduct a tournament/event in a park/facility MUST make their request directly to the City. Outside organizations are subject to a fee for the use of the facility and an attendant. The City reserves the right to change, alter or cancel the event based on weather conditions or unapproved changes to the structure of the event.

#### 6. Camps/Clinics

The AA must submit a request in writing to the City for the use of a Park for any camps and clinics sponsored by the AA. The written request should be received by the City at least forty-five (45) days prior to requested dates of use. Failure to provide adequate request and notice of scheduled activities to the City could result in conflicts with City sponsored camps & clinics or scheduled park maintenance and rejection of a Facility Use Agreement.

#### 7. Criminal Background Check Requirements

- a. AA shall comply with the provisions of the Code of the City of Dunwoody, Georgia and Official Code of Georgia annotated and all appropriate statues and regulations governing the services it furnishes and, when applicable, with the standards of its profession. AA acknowledges their responsibility to report child abuse under O.C.G.A 19-7-5 as may be amended in the future and they accept responsibility to adhere to it, including all paid employees and volunteers and that failure to do so shall constitute a material breach of their Agreement with the city.
- b. Provide program in accordance with all guidelines set forth by the City. The AA agrees that all of its members, whether paid or volunteer, must undergo a criminal background check prior to being allowed to participate in any activities on City Property.

Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable. See Appendix Page 7

#### 8. Securing Equipment

The AA must secure all sport specific equipment safely for play during the season and must secure and lock all equipment between seasons. The City will not be responsible for the safety of the equipment, or any theft or damage to the equipment while being stored or left on the fields. No equipment should be secured/locked to a fence/facility.

The AA must clean and organize the store of their materials at the conclusion of each season. Storage of materials in or around the HVAC, electrical rooms and plumbing chases is

prohibited.

#### 9. Security

A designated AA member must make sure the permitted area is secure before leaving the park. All buildings must be closed and locked. All gates must be closed.

### III. Fees and Charges

#### 1. Facility Use Fees/Credits

The fee for use of athletic fields is determined by the Athletic Field Use Agreement. All AAs should pay 100% of expected field user fees prior to registration and the fees must be paid two weeks before the first practice/tryout of that season. The City will block out make up dates for inclement weather cancellations that can be used by the AA to reschedule games/practices as needed at no additional charge. Program credits will be considered for dates that the facility is closed by the City or inclement weather cancellations that cannot be rescheduled during the make-up block period. All other credits must be requested 7 days prior to the scheduled date or no credit will be applied and the AA group will be charged for their time as scheduled. (See Manual Appendix page 5 for fee schedule.)

#### 2. Tournament Fees

Groups that request field space for tournaments outside of your organization will be required to rent the facility from the City and pay the fee to reserve the dates. The outside organization group is responsible for paying the rental fee to the City for the outside tournaments that they host. This will go through the City parks fee software. A field rental contract must be signed and rental fees collected before the permit is issued.

Any tournaments that occur as part of the Association's recreation programs, the fee will be assessed at the Category 2 recreation program rate for the tournament hours. Any fundraising tournaments hosted by an association will be assessed an hourly fee as defined in their facility usage agreement.

#### 3. Fundraising

The AA must inform the City, in writing, of all fund raising activities that take place in the park. This information is used to verify the validity of fund-raising activity to the public.

#### 4. Park Admission Fees

The AA is NOT permitted to charge admission fees or collect donations for admittance to the park during regular season games and/or practices. The AA may charge gate fees to tournament groups as part of their registration fee for the tournament. No fees will be collected during the rental times

#### 5. Commercial Activity-Vendors

Commercial activity in a recreation facility is prohibited, unless prior approval is given by the City for the benefit of the AA. If the AA is approved for commercial activity, any contract with a commercial vendor shall be between the vendor and the AA. AA must require vendors to provide a comprehensive general liability insurance policy for a minimum limit of \$1,000,000 per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. The Certificate of Insurance must list The City of Dunwoody as additional insured. The Certificate of Insurance must be forwarded to the City two (2) weeks prior to the vendor operating in the park for authorization and verification. Vendors must provide a proper business license.

#### 6. Clean up Fees

If the City is required to do the cleanup after an event, then the AA will be charged a clean-up fee of at least \$250. If excessive cleanup or maintenance is required an additional fee will also be charged.

## VI. Safety and Security

### 1. Vandalism and Accident/Injury

Vandalism must be reported to DPD immediately by calling 911. The AA is responsible for notifying the City of any vandalism, minor injury within 24 hours after the incident. The AA must report damage to the City facility or building and serious injury/incidents immediately. If damage is a result of the AAs negligence or failure to comply with accepted operational or security measures, the AA may be held responsible for reimbursing the City for all or part of the repair costs.

### 2. Park Rules and City Ordinances

The AA must abide by current City park rules and ordinances.

### 3. Procedures for Closing Fields or Parks

In the event of inclement weather, it may be necessary to require a specific field or park to be closed. The City has the right to close a field as it sees fit. These rules are designated to provide residents with safe playable surfaces. Failure to comply or abuse these procedures by the AA may result in the City revoking the use of the Facility Use Permit.





**Athletic Association  
Policy and Procedures Manual  
Appendix**

Updated: February 2021

# Athletic Field Usage Policy

## Section 1 – Field Use Policy

Reserved use of athletic fields is permitted by this policy and encouraged by The City of Dunwoody. **Unreserved athletic fields will be available to the general public for open, unstructured or public recreation on a first come/first served basis during the normal operating hours of the park/ facility.**

The City of Dunwoody reserves the right to modify these policies and procedures and to develop and enforce such additional rules and regulations as may be required for the protection of the parks, athletic fields at the parks, the users and the patrons of the parks. Athletic fields may be defined as natural or synthetic surfaces including, but not limited to grass, dirt, turf, concrete, asphalt etc. Athletic fields may be closed by the City due to weather conditions, maintenance, to protect the public from unsafe conditions or to protect the fields from damage due to overuse. When reserved for use by a priority user, fields are not available to the general public.

## Section 2 - Priority Users

Four priority categories of facility users are hereby created (Category 1 being the highest priority) and shall be considered in the allocation of athletic fields and scheduled time at all parks. The City of Dunwoody reserves the right to set priorities based upon, but not limited to, the following: the number of participants, the residency of participants and the overall impact of the group or organization upon the established recreational needs of City residents.

### Category 1 – The City of Dunwoody Parks and Recreation Programs

“The City of Dunwoody” shall include all of the following: activities and programs of the Parks and Recreation Department and events sponsored, co-sponsored or partnered with the Department.

### Category 2 – Athletic Associations

An “AA Group” is defined as an athletic organization that has a Facility Usage Agreement with the city. DeKalb County School District - Dunwoody Cluster athletic programs

### Category 3 – Local Civic, Faith Based and/or Private Educational Groups, Non-Profit, Individuals

“Local Civic, Faith Based and/or Private Educational Groups” shall include, but are not limited, to organizations such as the Rotary Club, private schools or home school groups located within the City boundaries.

“Non-Profit” is a legal entity organized and operated for a collective, public or social benefit, in contrast with an entity that operates as a business aiming to generate a profit for its owners.

“Individual” a person using the field for a private recreational use. i.e. birthday parties, skills training, lessons, practice or events of a similar nature.

#### Category 4 – Businesses, Other Contracted Organizations and Groups

Any business, organization, club, or group that does not fall within the definitions of Category 1, 2 or 3, as defined above, shall be considered a Category 4 user under this Policy.

#### Section 3 - Athletic Field Reservations

An athletic field shall be considered reserved upon the payment to the city of the prescribed fee and the issuance of a Rental Agreement provided by the City. The Rental Agreement shall include ALL of the following:

- ✓ The name of the organization reserving the athletic field.
- ✓ The name, address and phone number of the individual making the application and contact person for the permit.
- ✓ The specific athletic field(s) being reserved.
- ✓ The date of issuance.
- ✓ The date, time and duration of the permit.
- ✓ The specific fee or fees charged and schedule of payment.
- ✓ All conditions assigned to the permit over and above the requirements of this Policy.

#### Section 4 - Sales on Park Property

The City of Dunwoody reserves to itself complete and exclusive rights to regulate the sale of all goods and services sold or conducted on park property. All commerce is expressly prohibited without the approval of the City of Dunwoody. Vendors are subject to all business license and insurance requirements. In addition all vendors must successfully complete any applications and pay fees set forth by the City. Food concessions must be approved by the City and follow all City Codes and Ordinances.

#### Section 5 – Fees and Charges

The most recent Schedule of Fees and Charges for the Use of Athletic Fields, as approved by the City Council, is attached hereto and incorporated herein as Exhibit “A”. The Schedule of Fees and Charges for the Use of Athletic Fields may be amended from time to time by the City Council.

#### Section 6 – Athletic Field Use Rules

Reservation is for the designated athletic field and immediate surrounding area only. All other park attractions and facilities are open to the public.

In the event the organization is an athletic association, the association shall comply with the most current version of the Athletic Associations Policy and Procedures Manual.

In the event the organization is conducting business in the park such as a tournament rental, the organization will be subject to all business license and insurance requirements.

In the event a City of Dunwoody program or function conflicts with an organization's use of the athletic field identified in the agreement, the Recreation and Parks program or function shall have priority and the conflict will be resolved by the organization's rescheduling its use of the athletic field.

All organizations and spectators shall follow all City Park Rules. Please leave the park clean. Dispose of all waste in designated receptacles.

**Exhibit A**

<u>User Group</u>	<u>Athletic Fields</u>
<b>Category 1</b> City Programs	
<b>Category 2</b> AA Groups, Dunwoody Cluster Schools	\$20 hr/field (Min of 2 hrs/up to 11 hours) \$200 day/field Lights Included
<b>Category 3</b> Civic, Faith Based, Private Schools, Non- Profit Groups, Individuals	\$100 hr/field (Min of 2 hours/up to 6 hours) \$1,000 day/field Individuals: (\$100 per hour up to 3-hour max) Lights Included
<b>Category 4</b> Businesses, Other Contracted Organizations, Groups	\$1,500 day/field \$850 ½ Day (≤ 4 hours) No hourly rate for this category

**Athletic Field Preparation**

If a multipurpose field rental requires initial set-up painting/stripping, the AA is required to do this themselves with permission from the City Recreation Department. All paint products must be approved by the City prior to application

**City of Dunwoody  
Parks and Recreation  
AA Season Information**

Please answer the following questions as completely as possible.

This information will be provided to the general public. This information is due to the City at the Individual AA meeting held each year in December.

AA \_\_\_\_\_ Name: \_\_\_\_\_  
 \_\_\_\_\_ Contact \_\_\_\_\_  
 Person: \_\_\_\_\_  
 Address: \_\_\_\_\_ City \_\_\_\_\_  
 / \_\_\_\_\_ State \_\_\_\_\_ / \_\_\_\_\_ Zip: \_\_\_\_\_  
 \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

Sport: \_\_\_\_\_

Season / Year: \_\_\_\_\_

Start & End Dates: \_\_\_\_\_

Age Groups: \_\_\_\_\_

Cost: \_\_\_\_\_

Registration Info: \_\_\_\_\_

(dates, times, location) \_\_\_\_\_

Additional Information: (attach additional sheets as necessary)

Please provide accurate participations numbers from the previous season/ year, the number of games played and the number of teams for each league. Please specify Boys, Girls, recreational teams, feeder, travel, academy, select teams, etc.

\_\_\_\_\_

Background Check  
City of Dunwoody Parks & Recreation

My signature authorizes the above company to receive my criminal history and record information pertaining to me that may be on file at any state or local criminal jurisdiction in the State of Georgia.

Name: \_\_\_\_\_  
DOB: \_\_\_\_\_  
Race: \_\_\_\_\_  
Sex: \_\_\_\_\_  
Address: \_\_\_\_\_  
Social: \_\_\_\_\_  
Program Name: \_\_\_\_\_  
Child program: Yes \_\_\_\_\_ No \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR INTERNAL USE ONLY**

Requester: Kate Borden                  Brent Walker  
Signature \_\_\_\_\_ Date: \_\_\_\_\_  
No Record \_\_\_\_\_  
Record \_\_\_\_\_  
If yes, state charge and convictions:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Affidavit Verifying Status  
for City Public Benefit Application**

By executing this affidavit under oath, as an applicant for a City of Dunwoody, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Dunwoody license/permit for:

1) \_\_\_\_\_ I am a United States citizen **(Must include copy of either Georgia Driver’s License, Passport, or Military ID)**

**OR**

2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\* **(Must include either a copy of your Permanent Resident Card or Employment Authorization Card as well as another form of government issued identification such as Georgia Driver’s License, Military ID, or Passport)**

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**\*Alien Registration number for non-citizens:** \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

Notary Public: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of “alien”, legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

\_\_\_\_\_



STATE OF GEORGIA  
CITY OF DUNWOODY

FACILITY USAGE AGREEMENT

THIS FACILITY USAGE AGREEMENT (the "Agreement") by and between the **City of Dunwoody, Georgia**, a municipal body politic and corporate, hereinafter designated "CITY" and **Dunwoody Senior Baseball, Inc.** PO Box 88923, Atlanta, GA 30356, a private nonprofit organized under the laws of the State of Georgia, hereinafter designated "DSB" or "Association".

WITNESSETH:

WHEREAS, CITY owns and operates BROOK RUN PARK BASEBALL FIELDS located at 4665 Barclay Drive, Dunwoody, Georgia, (hereinafter designated as "Facilities"), for the purpose of serving the residents of the City of Dunwoody by locating and housing therein various public and private companies, corporations, and organizations capable of and willing to provide their services to the residents of the City of Dunwoody; and

WHEREAS, the undersigned DSB desires to operate a baseball program for the benefit of residents of the City of Dunwoody and agrees to utilize space in the Facilities in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY does hereby grant usage to DSB of 7.46 acres of space delineated on the Layout attached hereto as Attachment B and by reference made a part hereof (hereinafter referred to as "Space") consisting of the fields, field house, parking lot adjoining the fields, the PCMS parking lot according to the IGA with DeKalb County BOE and surrounding areas in accordance with DSB's provision of its programs delineated herein.
2. This Agreement, beginning on January 1, 2025 is for an initial term expiring on December 31, 2025. This Agreement shall terminate absolutely and without further obligation on the part of the City on December 31, 2025, as required by O.C.G.A. § 36-60-13, unless terminated by either Party prior to the conclusion of the initial term. This Agreement may be renewed on an annual basis for additional successive twelve (12) month term(s) upon terms and conditions negotiated by both parties.

~~3. Intentionally Deleted.~~

~~4.3~~ This Agreement may be renewed for one or more additional successive twelve-month term(s), subject to the following conditions:

- (a) DSB shall provide written notice to CITY at least sixty (60) days prior to the expiration date of the Agreement exercising the option to renew the Agreement, provided that the parties are able to reach an agreement on mutually-agreeable terms for the current renewal term of the Agreement.

(b) DSB shall continue to perform its services and to coordinate its performance with that of other users and CITY.

(c) DSB shall comply with the conditions of this Agreement and any amendments thereto.

5.4 Either party shall have the right to terminate this Agreement for any reason at any time during the original term of the Agreement or any extension or renewal thereof by giving written notice to the other party of its intention to terminate at least ninety (90) days prior to the effective date of termination. CITY reserves the right to terminate and cancel this Agreement or any extension or renewal thereof immediately, without notice, at any time DSB fails or refuses to fulfill the terms and conditions set forth herein. DSB, upon termination of this Agreement or any renewal thereof, or cancellation thereof by CITY, shall vacate and deliver up the Space peaceably, quietly, and in good order and condition.

6.5 For the purpose of this Agreement, all notices to be given hereunder shall be in writing and shall be deemed given when deposited in the United States Mail, postage prepaid, certified, and addressed as follows:

- (a) CITY: City of Dunwoody  
4800 Ashford Dunwoody Rd  
Dunwoody, Georgia 30338  
Attention: Parks & Recreation, Parks  
Director
- (b) Dunwoody Senior Baseball, Inc.:  
P.O. Box 88923, Dunwoody, Georgia 30356

7.6 CITY does hereby designate the Parks & Recreation Department as its representative in all matters pertaining to this Agreement. All requests and issues arising from use of the Space described herein should be addressed to the Parks & Recreation Department through its Parks Director at the notice address set forth above. The Parks Director or their designee shall be the primary contact to DSB. The Parks Director is authorized to establish such administrative procedures he or she deems appropriate to carry out and enforce the terms of this Agreement.

8.7 The CITY and DSB shall provide services in accordance with the terms set forth in Attachments A and D, which are attached hereto and by reference made a part hereof, during the term of this Agreement. DSB agrees to provide CITY with appropriate information about its program activities that CITY may request, including program operating hours, in order to facilitate operation of the Facility and coordination by the CITY.

Intentionally Deleted.

9 Except as otherwise consented to in writing by CITY, DSB shall maintain in force during the life of this Agreement or any extension or renewal thereof comprehensive general public liability and property damage insurance, in the minimum amount of \$1,000,000.00 with respect to each person, and in the sum of \$300,000.00 with respect to each accident or occurrence, and in the sum of \$1,000,000.00 for injury or damage to property, and CITY shall be named as an additional insured under such policy or policies of insurance.

Commented [JD1]: Indemnity is set forth in Exhibit A, which is incorporated herein and is broader.

Commented [JD2]: Confirm these limits are acceptable to the City.

- 10 Except as otherwise consented to in writing by CITY, DSB shall furnish to the CITY within thirty (30) days after execution of this Agreement, a certificate or certificates evidencing such insurance coverage in companies doing business in Georgia and acceptable to CITY covering:
- (a) The location and the operations to which the insurance applies
  - (b) The expiration date of policies
  - (c) An agreement that the policies certified will not be changed or canceled without thirty (30) days prior notice to CITY, as evidenced by return receipts of registered or certified letters. Prior to ten (10) days before the expiration of any such certificate, DSB shall deliver to the CITY a certificate renewing or extending the terms for a period of at least one (1) year, or a certificate acceptable to CITY evidencing the required insurance coverage.
- 11 DSB shall comply with the provisions of the Code of the City of Dunwoody, Georgia and Official Code of Georgia annotated and all other statutes, laws and regulations of any kind governing the services it furnishes and, when applicable, with the standards of its profession. DSB acknowledges its responsibility to report child abuse under O.C.G.A 19-7-5 as may be amended in the future and accepts responsibility to adhere to it, including all paid employees and volunteers, and that failure to do so shall constitute a material breach of this Agreement.
- 12 The occupancy and use by DSB of the Space and rights herein conferred upon DSB shall be subject to rules and regulations as are now or may hereinafter be prescribed by CITY.
- 13 Both parties agree that the provisions of this Agreement, and any extension or renewal thereof, are not intended to be nor should they be construed as in any way creating or establishing a relationship between the parties hereto other than that of owner and user, and at all times during the term of this Agreement or any extension or renewal thereof, DSB is to be and shall remain as an independent contractor.
- 14 This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

- 15 This Agreement shall be deemed to have been made and performed in the City of Dunwoody, Georgia. For the purpose of venue, all suits or causes of actions arising out of this Agreement shall be brought in the appropriate courts within DeKalb County, Georgia.
- 16 Any amendment or modification of this Agreement shall be set forth in writing as an Amendment to this Agreement, duly executed by the parties, but shall not become effective until thirty (30) days after the execution and delivery of such writing.
- 17 DSB shall at the termination of this Agreement or any extension or renewal thereof surrender up the Space in good order and condition, reasonable use and ordinary wear thereof excepted. CITY shall be entitled to all rights and remedies provided by law including, without limitation, the dispossessory rights and remedies provided in O.C.G.A. § 44-7-49, *et seq.* as may be amended in the future.
- 18 Should any provision or term of this Agreement be determined by a court of competent jurisdiction to be unenforceable, all other provisions and terms shall remain in full force and effect.
- 19 This Agreement and any and all amendments thereto and exhibits or attachments incorporated herein constitutes the sole agreement between the parties regarding the subject matter herein. No representations, oral or written, not incorporated herein shall be binding on the parties. No amendment or modification of this Agreement shall be enforceable unless approved in writing by the City of Dunwoody.
- 20 In the event of a conflict between this Agreement and any exhibit contained herein or any previous agreements, the provisions of this Agreement shall govern.
- 21 Without regard to any designation made by the person or entity entering this Agreement, the City of Dunwoody considers all information submitted in relation to the Agreement to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act O.C.G.A. § 50-18-70 *et seq.* as may be amended in the future, unless a court order is obtained to the contrary.
- 22 The headings of sections and paragraphs, if any, to the extent used herein are for convenience and reference only, and in no way define, limit or describe the scope or intent of any provision hereof, and therefore will not be used in construing or interpreting the provisions hereof.
- 23 Contractor (DSB) and Subcontractor Evidence of Compliance

Pursuant to O.C.G.A. § 50-36-1(e), City contracts within the state of Georgia shall include the following provisions on the attached Affidavit Verifying Status:

1. Provide at least one secure and verifiable document, as defined in Code Section 50-36-2;
2. Execute a signed and sworn affidavit verifying the applicant's lawful presence in the United States, which affidavit shall state:

- i. The applicant is a United States citizen or legal permanent resident 18 years of age or older; or
- ii. The applicant is a qualified alien or nonimmigrant under the federal Immigration and Nationality Act, Title [8 U.S.C., 18](#) years of age or older lawfully present in the United States and provide the applicant's alien number issued by the Department of Homeland Security or other federal immigration agency.

**[SIGNATURES CONTINUE ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**DSB: Dunwoody Senior Baseball, Inc**

**CITY: City of Dunwoody, Georgia**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
City Manager  
City of Dunwoody, Georgia

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax I.D. Number

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney Signature

**Affidavit Verifying Status  
for City Public Benefit Application**

By executing this affidavit under oath, as an applicant for a City of Dunwoody, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Dunwoody license/permit for:

1) \_\_\_\_\_ I am a United States citizen **(Must include copy of either Georgia Driver’s License, Passport, or Military ID)**

**OR**

2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\* **(Must include either a copy of your Permanent Resident Card or Employment Authorization Card as well as another form of government issued identification such as Georgia Driver’s License, Military ID, or Passport)**

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**\*Alien Registration number for non-citizens:** \_\_\_\_\_

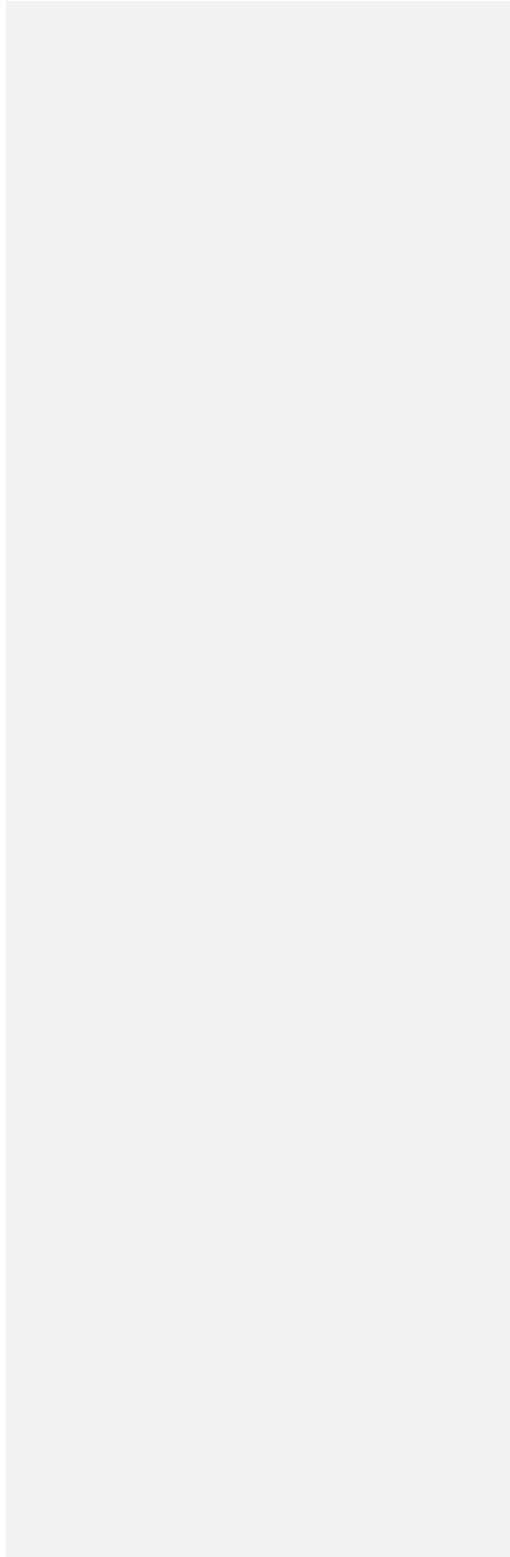
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

Notary Public: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of “alien”, legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

\_\_\_\_\_

Attachment A





## I. OBLIGATIONS OF THE CITY

The City agrees to:

- a. Allow the non-exclusive use of the Facilities to the Association under expressed terms and conditions set forth by the City for the purpose of conducting Baseball Programs; the use of the Facilities shall be limited to practices, games, meetings, clinics and demonstrations for the promotion of the sport, community interest and welfare, which may include opening day activities, tournaments and special events.
- b. If the Association and City agree to terms for the use of the Facilities for other activities, such use or uses shall be governed by a separate agreement or agreements. The City will maintain the facility scheduling for these activities and collect all fees for the activities except as defined for fund raising initiatives.
- c. The Association shall be able to request scheduled time of the Facilities and the parking lot at Peachtree Middle School during the Academic School Year Monday-Friday from 4:00pm- 11:00pm and Saturday-Sunday from 7:00am-11:00pm, excluding the West Field from August 1<sup>st</sup>- October 31<sup>st</sup> from 4pm-7pm unless otherwise approved by the City. During the Non-Academic School Year the Association shall be able to utilize the Facilities and the parking lot at Peachtree Middle School on Sunday-Saturday from 7:00am-11:00pm. The City will allocate scheduled time of the facility based on the greatest programming need.
- d. Provide fields at the beginning of the Association's operating season, field lights, field electrical outlets, watering systems, utilities, park buildings and structures as needed.
- e. Clean restrooms not less than one (1) time daily.
- f. Provide general, standard and customary maintenance of the Facilities, as defined in Attachment C, Maintenance Policy.
- g. Provide for the Association's use of the building (hereinafter "Field House") on the Facilities property for use in conjunction with provision of its programs under this Agreement, including use of said building for purposes of concessions during the times the Association uses the Facilities for games and practices in accordance with the provisions of this Agreement.
- h. Allow for the baseball field names to be maintained as "Sadler Field" and "Crawford Field". If DSB chooses to rename the fields after the execution of the Agreement, it must be done in accordance with the City's park naming policy.

## II. OBLIGATIONS OF THE ASSOCIATION

The Association agrees to:

- a. Adhere to all rules and regulations as defined in the City of Dunwoody Athletic Association Manual and Appendix (Attachment D)
- b. Provide a baseball program in accordance with all guidelines set forth by the City. The Association agrees that all of its members, whether paid or volunteer, must undergo a criminal background check prior to being allowed to participate in any activities on City Property.
- c. Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable.
- d. Maintain the playing fields to include placing bases appropriately, raking crumb rubber at the pitcher's mound between games, repairing pitcher's mound as needed and any other playing field maintenance to ensure a proper safe playing surface as defined in Attachment C, "Maintenance Policy".
- e. It is the responsibility of the Association to ensure that all facility rules are followed, and failure to do so shall constitute a material breach of this Agreement.
- f. Protect, defend, indemnify and hold harmless the City, its Mayor, Council members, officers, employees, successors, assigns, and agents from and against any and all claims, suits, losses, liabilities, damages, deficiencies, expenses, or costs (including, without limitation, reasonable attorney's fees, investigative and/or legal expenses, and costs of judgment, settlements, and court costs) (hereinafter "Claims") suffered or incurred by such parties whether arising in tort, contract, strict liability, or otherwise and including, without limitation, personal injury, negligence, wrongful death, or property damage, regardless of the outcome of any such action, proceeding, or investigation caused by, related to, based upon, or arising out of the Association's use of the Facilities, provision of Athletic Programs or activities, or otherwise, excluding Claims caused by the sole negligence of the City. The language of this indemnification clause shall survive the termination of this Agreement, even if the City terminates this Agreement for convenience.
- g. The Association shall further either (a) require each of its Subcontractors to procure and to maintain during the term of his subcontract Subcontractor's public liability and property damage and vehicle liability insurance of the type and in the same amounts as specified in the preceding paragraphs, or (b) insure the activities of the Association's Subcontractors in the Association's own insurance policy.
- h. If the Association chooses to use the portion of the Field House designated for concessions, the Association shall provide its own food and clean-up the area after each use to replicate its appearance prior to each use. The Association must obtain all required health certificates to serve said food and shall be responsible in accordance with subsection (d) above for any liability as a result of providing these concessions. No alcohol may be sold and/or served at any game, function or event on the Property and no alcohol may be possessed by anyone during the times the Association uses said Facilities.

- i. The Association shall maintain a schedule of all functions at the facility and shall submit a report of all recorded functions of the previous year to the City each January to include date, use and number of participants.
- j. The Association may conduct fund raising tournaments between the months of May-July only to not exceed ~~500~~400 games annually. As part of these fund raising tournaments, the Association may collect rental fees directly from an outside organization and may collect gate fees during the event. Residents of the City of Dunwoody shall never be charged a gate fee to attend any event, including fundraising tournaments, held at the Facilities. The Association must pay ~~\$10~~30 per hour for fund raising tournaments in addition to the established hourly rate in the Athletic Association Manual. Monday evenings from 6pm-10pm in the months of June-July will be open for free play. The 3<sup>rd</sup> weekend of each month in June-July will be considered an “open weekend” and the Association can not book time for those weekends.
- k. The Association may not charge individual gate fees for tournaments, practices, games, meetings, clinics and demonstrations, except as part of an approved fund raising initiative.
- l. The Association must provide a succession plan for its organization and annually report to the City its current board members and term limits.
- m. The Association must provide the City with documentation and the schedule of all tournament rentals and must provide a facility attendant(s) to be present through the entirety of the tournament to ensure that all facility rules and regulations are followed by the participants and spectators, this includes adequately monitoring and directing vehicular traffic to the appropriate parking area for the event. The tournament fee, except as part of an approved fund raising initiative, should be paid directly to the City as defined in the Athletic Association Manual Appendix.
- n. The financial relationship shall be as follows:
  - i. Beginning January 1, 2025, the Association must pay the City an hourly rate of usage as defined in the City of Dunwoody Athletic Association Manual and Appendix. Prior to the season beginning any unused scheduled time may be credited to the Association for future use. Once the season begins, program credits will only be considered for dates that the facility is closed by the City or inclement weather cancellations that can't be rescheduled during the make-up block time frame or if a 7 day notice is given prior to cancellation. Credit requests must be made in writing to the City.
  - ii. The Association is also entitled to make further contributions directly to the City towards capital improvements to the Facility at any time. The Association must indicate in writing for what those funds are to be used and the City shall restrict the usage of those funds to that purpose unless changed by both parties in writing. The Parks Director may approve all suggested projects as needed and will request approval from the City Manager or City Council as required by the City's procurement policies and procedures. The City will manage the procurement of all goods and services towards these improvements.
  - iii. The Club must provide financial statements to the CITY quarterly no later than April 15th, July 15th, October 15<sup>th</sup> and January 15th of the subsequent year. Financial statements must include reconciled bank statements, the profit and loss statements as well as the balance sheet.
- o. The Association may be subject to an independent annual audit at their expense as requested by the City and is subject to all requirements under Open Records Act O.C.G.A. §50-18-70 et seq.

p. Adhere to all other provisions contained in this agreement.

### III. THE ASSOCIATION'S MAINTENANCE RESPONSIBILITIES

- a. The Association is responsible for daily clean-up, placing litter in proper containers prior to leaving the Facilities after each function (games and practices). This includes dugout trash cans as well as Plaza trash.
- b. The concession facility must be maintained in a clean and orderly fashion. The facility and all equipment and materials used by the Association shall at all times be clean and sanitary and free from rubbish, refuse, food scraps, garbage, dust, dirt and other offensive or unclean materials. All trays, dishes, glassware, utensils and other equipment shall be cleaned immediately after each use and shall be kept clean until reused. Grease traps and connection lines servicing the facility shall be cleaned and maintained in proper working condition by the Association. Mandatory annual County inspections of grease traps and facilities must be scheduled and paid for by the Association. All floors within the concession area must be swept and mopped after each daily use. Kitchen exhaust fans, hoods and ducts shall be cleaned at least every ninety (90) days.
- c. The Association shall obtain the prior written approval and consent from the City before making any repairs, improvements, additions or alterations to said premises, and all improvements, additions or alterations which may be approved shall become the property of the City and remain upon said premises and be surrendered with the premises at the termination of this agreement. Failure to obtain prior written authorization from the City can constitute cause for the immediate termination of this agreement.
- d. The Association will maintain any and all improvements that, in the opinion of the City, are for the primary benefit of the user.
- e. The Association is responsible for reporting all acts of vandalism to the facility or Association property to the City and the local Police Department. A copy of the police report must be filed with the City Department of Parks and Recreation.
- f. The Association shall not use the said premises for any purpose other than that of baseball practices, games, meetings, clinics, tournaments and demonstrations for the promotion of the sport, community interest and welfare.
- g. The Association agrees to take any action necessary to prevent or correct any nuisance or other grievances upon, or in connection with, said premises during the terms of this Agreement.
- h. The City or any of its agents or employees shall have the right to enter upon the said premise at any time during the term of this Agreement to examine, inspect or supervise as deemed necessary.

### IV. THE ASSOCIATION'S SAFETY PRECAUTIONS

- a. The Association agrees to administer activities at the said facility in a safe and professional manner, having a sufficient number of adults present to supervise all scheduled activities, from the time the first person arrives until the last person departs.
- b. The City has the right to cancel any scheduled activity on an athletic field during inclement weather when it is determined that such activity would damage the field. Persistent damage to the

City facilities by the Association will result in the Association being prohibited from using the City facilities.

- c. In the event of lightning, for the safety of the participants, all play shall be suspended until the danger has passed. When the field is cleared of participants, all children should be directed either inside a building or inside an automobile.



Attachment C

Brook Run Park Baseball Field Maintenance

Task	Frequency	Responsible party
Indoor concessions - Deep cleaning	Twice Yearly	DSB
Raking crumb rubber into mound, basepath and high traffic field positions	Between games	DSB
Field sweeping debris removal/ high traffic areas	Daily/ during game days	DSB
Trash Removal -umpire locker room	Daily/ as needed	DSB
Bathroom cleaning -umpire locker room	Daily / as needed	DSB
Meeting room cleaning	weekly / as needed	DSB
Meeting room trash removal	weekly / as needed	DSB
Cleaning of umpire locker room	weekly / as needed	DSB
Indoor concessions- Grease trap cleaning	Quarterly / as needed	DSB
Maintaining and cleaning of DSB dugout storage	Monthly	DSB
Litter pick up from PMS parking area and all associated walkways and grounds.	Daily/ during game days	DSB
<u>Trash Removal – Plaza, Common Areas and Dugout</u>	<u>Daily / As needed</u>	<u>DSB</u>
Task	Frequency	Responsible party
Field Sweeping/full field	Twice a Month / Dependent on usage	City of Dunwoody
Field grooming /full field	Twice a Month/ Dependent on usage	City of Dunwoody
Concrete, debris blow off	Once Daily	City of Dunwoody
Indoor concessions - Cleaning inspection	Quarterly	City of Dunwoody
<u>Public Outdoor Trash Removal</u>	<u>Once Daily / As Needed</u>	<u>City of Dunwoody</u>
Pressure wash concrete, facility	Yearly/ as needed	City of Dunwoody
Public Restroom cleaning	Once Daily / As Needed	City of Dunwoody
<u>Outdoor garbage removal</u>	<u>Once Daily / As Needed</u>	<u>City of Dunwoody</u>
Playground Maintenance	As needed	City of Dunwoody





Parks & Recreation

# **Athletic Association Manual**

## **Policies and Procedures**

Updated: October 2021

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## Contact Information

### **City of Dunwoody Parks and Recreation Department**

4800 Ashford Dunwoody Road  
Dunwoody, Ga 30338  
678-382-6700

### **Staff Contacts**

Rachel Waldron, Director  
Phone: 678-382-6853  
Email: [Rachel.Waldron@dunwoodyga.gov](mailto:Rachel.Waldron@dunwoodyga.gov)

Kate Borden, Recreation Program Manager  
Phone: 678-382-6861  
Email: [Kate.Borden@dunwoodyga.gov](mailto:Kate.Borden@dunwoodyga.gov)

**I. Athletic Association Requirements**

This document serves as the Athletic Association Policy and Procedures Manual for The City of Dunwoody Parks and Recreation. This manual shall apply to all athletic associations (AA) and contains requirements that all AAs must fulfill in order to conduct its program in a City owned park or facility.

This Manual will outline the basic structure of the City of Dunwoody’s requirements for the AA to operate within the City to ensure all programs are operated in accordance with the City standards. In order to qualify to operate on City property, each AA must adhere to minimum requirements. These requirements are necessary to insure the protection of all AA members. Violation of any requirements shall constitute cause for revocation of the facility. In addition, situations may arise requiring the City to be involved in issues related to AA operations. In these instances, the AA is required to cooperate with the City to resolve issues not specially covered by this Manual.

**1. Nonprofit Organization Status**

The AA will incorporate and register with the Georgia Secretary of State’s Office as a not-for-profit corporation. Proof of not-for-profit status must be submitted annually to the City by April 1<sup>st</sup> of each year.

**2. Liability Insurance Coverage**

- a. AA shall at all times exonerate, indemnify, and hold harmless the CITY from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury (including death) to persons or property (i) caused by, or (ii) sustained on the Space in connection with the performance of this Agreement or any extension or renewal thereof or conditions created thereby and shall assume and pay for, without cost to the CITY, the defense of any and all claims, litigation and actions, suffered through any act or omission of the AA, or anyone directly or indirectly employed by or under the supervision of any of them, or in any way arising out of the use and occupancy of the space.
- b. Except as otherwise consented to in writing by CITY, AA shall maintain in force during the life of this Agreement or any extension or renewal thereof comprehensive general public liability and property damage insurance, in the minimum amount of \$1,000,000.00 with respect to each person, and in the sum of \$300,000.00 with respect to each accident or occurrence, and in the sum of \$1,000,000.00 for injury or damage to property, and CITY shall be named as an additional insured under such policy or policies of insurance.
- c. Except as otherwise consented to in writing by CITY, AA shall furnish to the CITY within thirty (30) days after execution of this agreement, a certificate or certificates evidencing such insurance coverage in companies doing business in Georgia and acceptable to CITY covering:
  - i. The location and the operations to which the insurance applies
  - ii. The expiration date of policies
  - iii. An agreement that the policies certified will not be changed or canceled

without thirty (30) days prior notices to CITY, as evidenced by return receipts of registered or certified letters. Prior to ten (10) days before the expiration of any such certificate, AA shall deliver to the CITY a certificate renewing or extending the terms for a period of at least one (1) year, or a certificate acceptable to CITY evidencing the required insurance coverage.

- d. Except as otherwise consented to in writing by CITY, AA shall insure that any organizations participating in any sporting event with AA at the Facility shall maintain in force comprehensive general public liability and property damage insurance, in the minimum amount of \$1,000,000.00 with respect to each person, and in the sum of \$300,000.00 with respect to each accident or occurrence, and in the sum of \$1,000,000.00 for injury or damage to property, and CITY shall be named as an additional insured under such policy or policies of insurance.

### 3. Bylaws

A copy of the AA bylaws must be submitted to the City each year and within five days after any amendments or changes prior to use of any City facilities. The AA should review and approve their bylaws a minimum of every two years.

### 4. Financial Reports

The Official Code of Georgia Annotated requires that all corporate minutes and books of account be held open for inspection by any member of the AA at any reasonable time. The AA shall assume the financial responsibility for the recreation program it operates. The City of Dunwoody recommends that each AA be bonded and that annual internal audits are performed on all accounts. The AA must provide financial statements to the CITY as defined in their facility usage agreement.

Without regard to any designation made by the person or entity entering this Agreement, the City of Dunwoody considers all information submitted in relation to the Agreement to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act O.C.G.A. § 50-18-70 *et seq.* as may be amended in the future, unless a court order is obtained to the contrary.

### 5. City of Dunwoody Meeting Requirements

Each year, the City will host a meeting that the AA is required to attend. The purpose of the meeting is to increase communication between both parties and improve operations.

- a. The meeting will be held yearly (usually in December)
- b. AA President attendance is required or at least one representative
- c. This requirement must be met in order for the AA to have use of City facilities for the next year.

- d. All AA season forms are due at this meeting (Insurance, non-profit paperwork/renewal, field requests for the year, AA information form) (Appendix page 6).

#### 6. Non-Discrimination Requirement

The AA must ensure that no persons be denied participation in any program based on race, color, creed, religion, sex, national origin, age, disability, genetic information, pregnancy, childbirth, or other legally protected category or classification with the exception that children may be grouped by age on teams to ensure safety of the participants. The AA must be in compliance with the Americans with Disabilities Act.

#### 7. Facility Use Agreement

The AA must obtain a Facility Use Agreement from the City a minimum thirty (30) days prior to the first scheduled practice of each year. This permit is to be obtained from the City on behalf of the AA by the President. This permit, issued annually per sport, specifically identifies facilities to be used by the AA and the terms and conditions of said use. Adherence to all requirements outlined in this Manual for an AA operating in a Park is a condition of the Facility Use Agreement. Failure to adhere to the Policies and Procedures may result in suspension or revocation of the Facility Use Agreement.

The sole purpose of Facility Use Agreement is for the use of sports fields and adjacent spectator areas. This does not include public park areas such as, but not limited to walking trails, paths, sidewalks, parking lots, playgrounds, and pavilions which must remain open for active/ passive park users. Passive and open may not be reserved for organized practice or play. Use of the walking trails for purposes other than running or walking is strictly prohibited. The AA is responsible for ensuring that walking tracks and trails adjacent to sports fields are clear of spectators during AA activities. The AA may be liable for any incidents related to unauthorized use.

The AA may not sublet Park facilities to another organization or permit any separate organization to use a Park under the AA name, except as defined in their Facility Usage Agreement for fundraising initiatives.

The AA may collect a fee for managing tournaments with organizations associated with the AA in addition to the terms defined in their Facility Usage Agreement for fund raising initiatives. The associated organization will have to pay the rental fee for those tournaments to the City at the Category 2 outside tournament/organization rate noted and may not host any tournaments for any other sport other than what the AA offers. Violation of these rules will require the forfeiture of any money made as a result of the use of the Park and may result in the revocation of the Facility Use Agreement.

#### 8. Cancellations

The City of Dunwoody reserves the right to cancel any scheduled activity on City property when it determines that such use could potentially cause unsafe conditions for the AA, spectators, general public and/or damage to the facility or grounds. Furthermore, the City maintains the authority to close a facility at any time it deems it to be in the best interest of

the public.

#### 9. SAVE Affidavit

Pursuant to O.C.G.A. § 50-36-1(e), City contracts within the state of Georgia shall include the following provisions on the attached Affidavit Verifying Status:

- a. Provide at least one secure and verifiable document, as defined in Code Section 50-36-2;
- b. Execute a signed and sworn affidavit verifying the applicant's lawful presence in the United States, which affidavit shall state:
  - a. The applicant is a United States citizen or legal permanent resident 18 years of age or older; or
  - b. The applicant is a qualified alien or nonimmigrant under the federal Immigration and Nationality Act, Title [8 U.S.C., 18](#) years of age or older lawfully present in the United States and provide the applicant's alien number issued by the Department of Homeland Security or other federal immigration agency.
- c. See Appendix Page 8

## II. Facility Use/Operations

### 1. Role of the City

The role of the City is to facilitate agreements and permits with organizations desiring to use City athletic fields and facilities to implement various youth athletic programs, activities and events; and to ensure that recreational assets of the City of Dunwoody are utilized effectively to allow maximum participation and citizen access. In addition the City will:

- a. Allow the non-exclusive use of the Facilities to the Association under expressed terms and conditions set forth by the City for the purpose of conducting sports Programs; the use of the Facilities shall be limited to practices, games, meetings, clinics and demonstrations for the promotion of the sport, community interest and welfare, which may include opening day activities, tournaments and special events.
- b. The Association and City agree to terms for the use of the Facilities for such other activities, such use or uses shall be governed by separate agreement or agreements. The City will maintain the facility scheduling for these activities and collect all fees for the activities.
- c. For parking information, please reference your Field Usage Agreement.
- d. Provide fields at the beginning of the Association's operating season, field lights, field electrical outlets, watering systems, park buildings and structures as needed.

- e. Clean restrooms not less than one (1) time daily.
- f. Provide general, standard and customary maintenance of the Facilities, as defined in your Field Usage Agreement
- g. Provide for the Association's use of the building (hereinafter "Field House") on the Facilities property for use in conjunction with provision of its programs under this Agreement, including use of said building for purposes of concessions during the times the Association uses the Facilities for games and practices in accordance with the provisions of this Agreement.

## 2. AA Responsibilities

- a. Provide a sports program in accordance with all guidelines set forth by the City. The Association agrees that all of its members, whether paid or volunteer, must undergo a criminal background check prior to being allowed to participate in any activities on City Property. (Reference Appendix Page 7)
- b. Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable.
- c. Maintain the playing fields based on the Field Usage Agreement
- d. It is the responsibility of the Association to ensure that all facility rules are followed, failure to do so shall constitute a material breach of this Agreement.
- e. Protect, defend, indemnify and hold harmless the City, its Mayor, Council members, officers, employees, successors, assigns, and agents from and against any and all claims, suits, losses, liabilities, damages, deficiencies, expenses, or costs (including, without limitation, reasonable attorney's fees, investigative and/or legal expenses, and costs of judgment, settlements, and court costs) (hereinafter "Claims") suffered or incurred by such parties whether arising in tort, contract, strict liability, or otherwise and including, without limitation, personal injury, negligence, wrongful death, or property damage, regardless of the outcome of any such action, proceeding, or investigation caused by, related to, based upon, or arising out of the Association's use of the Facilities, provision of Athletic Programs or activities, or otherwise, excluding Claims caused by the sole negligence of the City. The language of this indemnification clause shall survive the termination of this Agreement, even if the City terminates this Agreement for convenience.
- f. The Association shall further either (a) require each of its Subcontractors to procure and to maintain during the term of his subcontract Subcontractor's public liability and property damage and vehicle liability insurance of the type and in the same amounts as specified in the preceding paragraphs, or (b) insure the activities of the Association's Subcontractors in the Association's own insurance policy.



- g. If the Association chooses to use the portion of the Field House designated for concessions, the Association shall provide its own food and clean-up the area after each use to replicate its appearance prior to each use. The Association must obtain all required health certificates to serve said food and shall be responsible in accordance with subsection (d) above for any liability as a result of providing these concessions. No alcohol may be sold and/or served at any game, function or event on the Property and no alcohol may be possessed by anyone during the times the Association uses said Facilities.
- h. The Association shall maintain a schedule of all functions at the facility and shall submit a report of all recorded functions of the previous year to the City each January to include date, use and number of participants.
- i. The Association may not charge individual gate fees to Dunwoody residents for practices, games, meetings, clinics and demonstrations. You must charge the gate fee as part of your tournament fees. No money should be collected at the gate for tournaments, except as defined in their Facility Usage Agreement for fundraising initiatives.
- j. The Association must provide a succession plan for its organization and annually report to the City its current board members and term limits.
- k. The Association must provide the City with documentation and the schedule of all tournaments and must provide a facility attendant to be present through the entirety of the tournament to ensure that all facility rules and regulations are followed by the participants and spectators.

### 3. Field Scheduling

Proposed dates for use of City facilities must be submitted in writing a minimum of forty five days in advance to the City. Once submitted, the City will allocate field space as deemed in the best interest of the City residents. Final decisions regarding field schedules will be the decision of the City. The AA will be required to submit a letter providing accurate participation numbers for current or past seasons to assist in determining field space needs. Priority for field use will be given based on need and in accordance with the Field Use Agreement.

### 4. Games and Practice Schedules

The AA must make the scheduling of recreation teams their first priority when scheduling teams. Recreational Leagues should take precedence over Select/Travel Leagues. Unused field time will be scheduled by the City as deemed necessary.

All AA game schedules shall be submitted one week prior to the first schedule games. Any changes to facility scheduled time shall be submitted 48 hours in advance of rescheduled time.

### 5. Tournaments/Events

All tournaments should be approved by the City and rental fee paid directly to the city (See Appendix for rental rates)

The City reserves the right to impose an additional fee for use of the facility if it is determined the event is not directly linked to the normal operations of the AA of the park/facility whether during the allotted time or not. (The City reserves the right to prioritize tournament/event rentals based on their impact to the facility, fields, quality and size of the tournament, local economy, past history, etc.

All outside organizations not associated with an AA wishing to conduct a tournament/event in a park/facility MUST make their request directly to the City. Outside organizations are subject to a fee for the use of the facility and an attendant. The City reserves the right to change, alter or cancel the event based on weather conditions or unapproved changes to the structure of the event.

#### 6. Camps/Clinics

The AA must submit a request in writing to the City for the use of a Park for any camps and clinics sponsored by the AA. The written request should be received by the City at least forty-five (45) days prior to requested dates of use. Failure to provide adequate request and notice of scheduled activities to the City could result in conflicts with City sponsored camps & clinics or scheduled park maintenance and rejection of a Facility Use Agreement.

#### 7. Criminal Background Check Requirements

- a. AA shall comply with the provisions of the Code of the City of Dunwoody, Georgia and Official Code of Georgia annotated and all appropriate statues and regulations governing the services it furnishes and, when applicable, with the standards of its profession. AA acknowledges their responsibility to report child abuse under O.C.G.A 19-7-5 as may be amended in the future and they accept responsibility to adhere to it, including all paid employees and volunteers and that failure to do so shall constitute a material breach of their Agreement with the city.
- b. Provide program in accordance with all guidelines set forth by the City. The AA agrees that all of its members, whether paid or volunteer, must undergo a criminal background check prior to being allowed to participate in any activities on City Property.

Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable. See Appendix Page 7

#### 8. Securing Equipment

The AA must secure all sport specific equipment safely for play during the season and must secure and lock all equipment between seasons. The City will not be responsible for the safety of the equipment, or any theft or damage to the equipment while being stored or left on the fields. No equipment should be secured/locked to a fence/facility.

The AA must clean and organize the store of their materials at the conclusion of each season. Storage of materials in or around the HVAC, electrical rooms and plumbing chases is

prohibited.

#### 9. Security

A designated AA member must make sure the permitted area is secure before leaving the park. All buildings must be closed and locked. All gates must be closed.

### III. Fees and Charges

#### 1. Facility Use Fees/Credits

The fee for use of athletic fields is determined by the Athletic Field Use Agreement. All AAs should pay 100% of expected field user fees prior to registration and the fees must be paid two weeks before the first practice/tryout of that season. The City will block out make up dates for inclement weather cancellations that can be used by the AA to reschedule games/practices as needed at no additional charge. Program credits will be considered for dates that the facility is closed by the City or inclement weather cancellations that cannot be rescheduled during the make-up block period. All other credits must be requested 7 days prior to the scheduled date or no credit will be applied and the AA group will be charged for their time as scheduled. (See Manual Appendix page 5 for fee schedule.)

#### 2. Tournament Fees

Groups that request field space for tournaments outside of your organization will be required to rent the facility from the City and pay the fee to reserve the dates. The outside organization group is responsible for paying the rental fee to the City for the outside tournaments that they host. This will go through the City parks fee software. A field rental contract must be signed and rental fees collected before the permit is issued.

Any tournaments that occur as part of the Association's recreation programs, the fee will be assessed at the Category 2 recreation program rate for the tournament hours. Any fundraising tournaments hosted by an association will be assessed an hourly fee as defined in their facility usage agreement.

#### 3. Fundraising

The AA must inform the City, in writing, of all fund raising activities that take place in the park. This information is used to verify the validity of fund-raising activity to the public.

#### 4. Park Admission Fees

The AA is NOT permitted to charge admission fees or collect donations for admittance to the park during regular season games and/or practices. The AA may charge gate fees to tournament groups as part of their registration fee for the tournament. No fees will be collected during the rental times

#### 5. Commercial Activity-Vendors

Commercial activity in a recreation facility is prohibited, unless prior approval is given by the City for the benefit of the AA. If the AA is approved for commercial activity, any contract with a commercial vendor shall be between the vendor and the AA. AA must require vendors to provide a comprehensive general liability insurance policy for a minimum limit of \$1,000,000 per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. The Certificate of Insurance must list The City of Dunwoody as additional insured. The Certificate of Insurance must be forwarded to the City two (2) weeks prior to the vendor operating in the park for authorization and verification. Vendors must provide a proper business license.

#### 6. Clean up Fees

If the City is required to do the cleanup after an event, then the AA will be charged a clean-up fee of at least \$250. If excessive cleanup or maintenance is required an additional fee will also be charged.

## VI. Safety and Security

### 1. Vandalism and Accident/Injury

Vandalism must be reported to DPD immediately by calling 911. The AA is responsible for notifying the City of any vandalism, minor injury within 24 hours after the incident. The AA must report damage to the City facility or building and serious injury/incidents immediately. If damage is a result of the AAs negligence or failure to comply with accepted operational or security measures, the AA may be held responsible for reimbursing the City for all or part of the repair costs.

### 2. Park Rules and City Ordinances

The AA must abide by current City park rules and ordinances.

### 3. Procedures for Closing Fields or Parks

In the event of inclement weather, it may be necessary to require a specific field or park to be closed. The City has the right to close a field as it sees fit. These rules are designated to provide residents with safe playable surfaces. Failure to comply or abuse these procedures by the AA may result in the City revoking the use of the Facility Use Permit.



**Athletic Association  
Policy and Procedures Manual  
Appendix**

Updated: February 2021

# Athletic Field Usage Policy

## Section 1 – Field Use Policy

Reserved use of athletic fields is permitted by this policy and encouraged by The City of Dunwoody. **Unreserved athletic fields will be available to the general public for open, unstructured or public recreation on a first come/first served basis during the normal operating hours of the park/ facility.**

The City of Dunwoody reserves the right to modify these policies and procedures and to develop and enforce such additional rules and regulations as may be required for the protection of the parks, athletic fields at the parks, the users and the patrons of the parks. Athletic fields may be defined as natural or synthetic surfaces including, but not limited to grass, dirt, turf, concrete, asphalt etc. Athletic fields may be closed by the City due to weather conditions, maintenance, to protect the public from unsafe conditions or to protect the fields from damage due to overuse. When reserved for use by a priority user, fields are not available to the general public.

## Section 2 - Priority Users

Four priority categories of facility users are hereby created (Category 1 being the highest priority) and shall be considered in the allocation of athletic fields and scheduled time at all parks. The City of Dunwoody reserves the right to set priorities based upon, but not limited to, the following: the number of participants, the residency of participants and the overall impact of the group or organization upon the established recreational needs of City residents.

### Category 1 – The City of Dunwoody Parks and Recreation Programs

“The City of Dunwoody” shall include all of the following: activities and programs of the Parks and Recreation Department and events sponsored, co-sponsored or partnered with the Department.

### Category 2 – Athletic Associations

An “AA Group” is defined as an athletic organization that has a Facility Usage Agreement with the city. DeKalb County School District - Dunwoody Cluster athletic programs

### Category 3 – Local Civic, Faith Based and/or Private Educational Groups, Non-Profit, Individuals

“Local Civic, Faith Based and/or Private Educational Groups” shall include, but are not limited, to organizations such as the Rotary Club, private schools or home school groups located within the City boundaries.

“Non-Profit” is a legal entity organized and operated for a collective, public or social benefit, in contrast with an entity that operates as a business aiming to generate a profit for its owners.

“Individual” a person using the field for a private recreational use. i.e. birthday parties, skills training, lessons, practice or events of a similar nature.

#### Category 4 – Businesses, Other Contracted Organizations and Groups

Any business, organization, club, or group that does not fall within the definitions of Category 1, 2 or 3, as defined above, shall be considered a Category 4 user under this Policy.

#### Section 3 - Athletic Field Reservations

An athletic field shall be considered reserved upon the payment to the city of the prescribed fee and the issuance of a Rental Agreement provided by the City. The Rental Agreement shall include ALL of the following:

- ✓ The name of the organization reserving the athletic field.
- ✓ The name, address and phone number of the individual making the application and contact person for the permit.
- ✓ The specific athletic field(s) being reserved.
- ✓ The date of issuance.
- ✓ The date, time and duration of the permit.
- ✓ The specific fee or fees charged and schedule of payment.
- ✓ All conditions assigned to the permit over and above the requirements of this Policy.

#### Section 4 - Sales on Park Property

The City of Dunwoody reserves to itself complete and exclusive rights to regulate the sale of all goods and services sold or conducted on park property. All commerce is expressly prohibited without the approval of the City of Dunwoody. Vendors are subject to all business license and insurance requirements. In addition all vendors must successfully complete any applications and pay fees set forth by the City. Food concessions must be approved by the City and follow all City Codes and Ordinances.

#### Section 5 – Fees and Charges

The most recent Schedule of Fees and Charges for the Use of Athletic Fields, as approved by the City Council, is attached hereto and incorporated herein as Exhibit “A”. The Schedule of Fees and Charges for the Use of Athletic Fields may be amended from time to time by the City Council.

#### Section 6 – Athletic Field Use Rules

Reservation is for the designated athletic field and immediate surrounding area only. All other park attractions and facilities are open to the public.

In the event the organization is an athletic association, the association shall comply with the most current version of the Athletic Associations Policy and Procedures Manual.

In the event the organization is conducting business in the park such as a tournament rental, the organization will be subject to all business license and insurance requirements.

In the event a City of Dunwoody program or function conflicts with an organization's use of the athletic field identified in the agreement, the Recreation and Parks program or function shall have priority and the conflict will be resolved by the organization's rescheduling its use of the athletic field.

All organizations and spectators shall follow all City Park Rules. Please leave the park clean. Dispose of all waste in designated receptacles.



**Exhibit A**

<u>User Group</u>	<u>Athletic Fields</u>
<b>Category 1</b> City Programs	
<b>Category 2</b> AA Groups, Dunwoody Cluster Schools	\$20 hr/field (Min of 2 hrs/up to 11 hours) \$200 day/field Lights Included
<b>Category 3</b> Civic, Faith Based, Private Schools, Non- Profit Groups, Individuals	\$100 hr/field (Min of 2 hours/up to 6 hours) \$1,000 day/field Individuals: (\$100 per hour up to 3-hour max) Lights Included
<b>Category 4</b> Businesses, Other Contracted Organizations, Groups	\$1,500 day/field \$850 ½ Day (≤ 4 hours) No hourly rate for this category

**Athletic Field Preparation**

If a multipurpose field rental requires initial set-up painting/stripping, the AA is required to do this themselves with permission from the City Recreation Department. All paint products must be approved by the City prior to application

**City of Dunwoody  
Parks and Recreation  
AA Season Information**

Please answer the following questions as completely as possible.

This information will be provided to the general public. This information is due to the City at the Individual AA meeting held each year in December.

AA \_\_\_\_\_ Name: \_\_\_\_\_  
\_\_\_\_\_ Contact  
Person: \_\_\_\_\_  
Address: \_\_\_\_\_ City  
/ \_\_\_\_\_ State / \_\_\_\_\_ Zip: \_\_\_\_\_  
\_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

Sport: \_\_\_\_\_

Season / Year: \_\_\_\_\_

Start & End Dates: \_\_\_\_\_

Age Groups: \_\_\_\_\_

Cost: \_\_\_\_\_

Registration Info: \_\_\_\_\_

(dates, times, location) \_\_\_\_\_

Additional Information: (attach additional sheets as necessary)

Please provide accurate participations numbers from the previous season/ year, the number of games played and the number of teams for each league. Please specify Boys, Girls, recreational teams, feeder, travel, academy, select teams, etc.

\_\_\_\_\_

Background Check  
City of Dunwoody Parks & Recreation

My signature authorizes the above company to receive my criminal history and record information pertaining to me that may be on file at any state or local criminal jurisdiction in the State of Georgia.

Name: \_\_\_\_\_  
DOB: \_\_\_\_\_  
Race: \_\_\_\_\_  
Sex: \_\_\_\_\_  
Address: \_\_\_\_\_  
Social: \_\_\_\_\_  
Program Name: \_\_\_\_\_  
Child program: Yes \_\_\_\_\_ No \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR INTERNAL USE ONLY**

Requester: Kate Borden  
Signature \_\_\_\_\_ Date: \_\_\_\_\_  
No Record \_\_\_\_\_  
Record \_\_\_\_\_  
If yes, state charge and convictions:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Affidavit Verifying Status  
for City Public Benefit Application**

By executing this affidavit under oath, as an applicant for a City of Dunwoody, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Dunwoody license/permit for:

1) \_\_\_\_\_ I am a United States citizen **(Must include copy of either Georgia Driver’s License, Passport, or Military ID)**

**OR**

2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\* **(Must include either a copy of your Permanent Resident Card or Employment Authorization Card as well as another form of government issued identification such as Georgia Driver’s License, Military ID, or Passport)**

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**\*Alien Registration number for non-citizens:** \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

Notary Public: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of “alien”, legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

\_\_\_\_\_

STATE OF GEORGIA  
CITY OF DUNWOODY

FACILITY USAGE AGREEMENT

THIS AGREEMENT by and between the **City of Dunwoody, Georgia**, a municipal body politic and corporate, hereinafter designated “CITY” and **Atlanta MABL, Inc.** 1803 Corn Rd SE, Smyrna, Ga 30080, a private nonprofit organized under the laws of the State of Georgia, hereinafter designated “MABL” or “Association”.

WITNESSETH:

WHEREAS, CITY owns and operates BROOK RUN PARK BASEBALL FIELDS located at 4665 Barclay Drive, Dunwoody, Georgia, (hereinafter designated as “Facilities”), for the purpose of serving the residents of the City of Dunwoody by locating and housing therein various public and private companies, corporations, and organizations capable of and willing to provide their services to the residents of the City of Dunwoody; and

WHEREAS, the undersigned MABL desires to operate a baseball program for the benefit of residents of the City of Dunwoody and agrees to utilize space in the Facilities in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY does hereby grant usage to MABL of 7.46 acres of space delineated on the Layout attached hereto as Attachment B and by reference made a part hereof (hereinafter referred to as “Space”) consisting of the fields, field house, parking lot adjoining the fields, the PCMS parking lot according to the IGA with DeKalb County BOE and surrounding areas in accordance with MABL’s provision of its programs delineated herein.
2. This Agreement, beginning on January 1, 2025 is for an initial term expiring on December 31, 2025 and may be automatically renewed for one additional year. This Agreement shall terminate absolutely and without further obligation on the part of the City on December 31, 2025, as required by O.C.G.A. § 36-60-13, unless terminated by either Party prior to the conclusion of the initial term. This Agreement may be renewed for additional successive twelve (12) month term(s) upon terms and conditions negotiated by both parties.
3. Intentionally deleted.
4. This Agreement may be renewed for one or more additional successive twelve-month term(s), subject to the following conditions:
  - (a) MABL shall provide written notice to CITY at least sixty (60) days prior to the expiration date of this Agreement exercising the option to renew the Agreement, provided that the parties are able to reach an agreement on mutually-agreeable terms for the current renewal term of the Agreement.

- (b) MABL shall continue to perform its services and to coordinate its performance with that of other users and CITY.
- (c) MABL shall comply with the conditions of this Agreement and any amendments thereto.
5. Either party shall have the right to terminate this Agreement for any reason at any time during the original term of this Agreement or any renewal thereof by giving written notice to the other party of its intention to terminate at least ninety (90) days prior to the effective date of termination. CITY reserves the right to terminate and cancel this Agreement or any extension or renewal thereof immediately and without notice at any time MABL fails or refuses to fulfill the terms and conditions set forth herein. MABL, upon termination of this Agreement or any renewal thereof, or cancellation thereof by CITY, shall vacate and deliver up the Space peaceably, quietly, and in good order and condition.
6. For the purpose of this Agreement, all notices to be given hereunder shall be in writing and shall be deemed given when deposited in the United States Mail, postage prepaid, certified, and addressed as follows:
- (a) CITY: City of Dunwoody  
4800 Ashford Dunwoody Rd  
Dunwoody, Georgia 30338  
Attention: Parks & Recreation, Parks  
Director
- (b) Atlanta MABL, Inc.:  
1803 Corn Rd SE,  
Smyrna, Ga 30080
7. CITY does hereby designate the Parks & Recreation Department as its representative in all matters pertaining to this Agreement. All requests and issues arising from use of the Space described herein should be addressed to the Parks & Recreation Department through its Parks Director at the notice address set forth above. The Parks Director or their designee shall be the primary contact to MABL. The Parks Director is authorized to establish such administrative procedures he or she deems appropriate to carry out and enforce the terms of this Agreement.
8. The CITY and MABL shall provide services in accordance with the terms of Attachments A and D, which are attached hereto and by reference made a part hereof, during the term of the Agreement. MABL agrees to provide CITY with appropriate information about its program activities as the CITY may request, including program operating hours, in order to facilitate operation of the Facility and coordination by the CITY.
9. Except as otherwise consented to in writing by CITY, MABL shall maintain in force during the life of this Agreement or any extension or renewal thereof comprehensive general public liability and property damage insurance, in the minimum amount of \$1,000,000.00 with respect to each person, and in the sum of \$300,000.00 with respect to each accident or occurrence, and in the sum of \$1,000,000.00 for injury or damage to property, and CITY shall be named as an additional insured under such policy or policies of insurance.

- 10 Except as otherwise consented to in writing by CITY, MABL shall furnish to the CITY within thirty (30) days after execution of this Agreement, a certificate or certificates evidencing such insurance coverage in companies doing business in Georgia and acceptable to CITY covering:
  - (a) The location and the operations to which the insurance applies
  - (b) The expiration date of policies
  - (c) An agreement that the policies certified will not be changed or canceled without thirty (30) days prior notices to CITY, as evidenced by return receipts of registered or certified letters. Prior to ten (10) days before the expiration of any such certificate, MABL shall deliver to the CITY a certificate renewing or extending the terms for a period of at least one (1) year, or a certificate acceptable to CITY evidencing the required insurance coverage.
- 11 MABL shall comply with the provisions of the Code of the City of Dunwoody, Georgia and Official Code of Georgia annotated and all statues, laws and regulations of any kind governing the services it furnishes and, when applicable, with the standards of its profession. MABL acknowledges its responsibility to report child abuse under O.C.G.A 19-7-5 as may be amended in the future and accepts responsibility to adhere to it, including all paid employees and volunteers and that failure to do so shall constitute a material breach of this Agreement.
- 12 The occupancy and use by MABL of the Space and rights herein conferred upon MABL shall be subject to rules and regulations as are now or may hereinafter be prescribed by CITY.
- 13 Both parties agree that the provisions of this Agreement and any extension or renewal thereof, are not intended to be nor should they be construed as in any way creating or establishing a relationship between the parties hereto other than that of owner and user, and at all times during the term of this Agreement or any extension or renewal thereof, MABL is to be and shall remain as an independent contractor.
- 14 This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

- 15 This Agreement shall be deemed to have been made and performed in the City of Dunwoody, Georgia. For the purpose of venue, all suits or causes of actions arising out of this Agreement shall be brought in the appropriate courts within DeKalb County, Georgia.
- 16 Any amendment or modification of this Agreement shall be set forth in writing as an Amendment to this Agreement, duly executed by the parties, but shall not become effective until thirty (30) days after the execution and delivery of such writing.
- 17 MABL shall at the termination of this Agreement or any extension or renewal thereof surrender up the Space in good order and condition, reasonable use and ordinary wear thereof excepted. CITY shall be entitled to all rights and remedies provided by law including, without limitation, the dispossessory rights and remedies provided in O.C.G.A. § 44-7-49, *et seq.* as may be amended in the future.
- 18 Should any provision or term of this Agreement be determined by a court of competent jurisdiction to be unenforceable, all other provisions and terms shall remain in full force and effect.
- 19 This Agreement and any and all amendments thereto and exhibits or attachments incorporated herein constitutes the sole agreement between the parties regarding the subject matter herein. No representations oral or written not incorporated herein shall be binding on the parties. No amendment or modification of this Agreement shall be enforceable unless approved in writing by the City of Dunwoody.
- 20 In the event of a conflict between this Agreement and any exhibit contained herein or any previous agreements, the provisions of this Agreement shall govern.
- 21 Without regard to any designation made by the person or entity entering this Agreement, the City of Dunwoody considers all information submitted in relation to the Agreement to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act O.C.G.A. § 50-18-70 *et seq.* as may be amended in the future, unless a court order is obtained to the contrary.
- 22 The headings of sections and paragraphs, if any, to the extent used herein are for convenience and reference only, and in no way define, limit or describe the scope or intent of any provision hereof, and therefore will not be used in construing or interpreting the provisions hereof.
- 23 Contractor (MALB) and Subcontractor Evidence of Compliance

Pursuant to O.C.G.A. § 50-36-1(e), City contracts within the state of Georgia shall include the following provisions on the attached Affidavit Verifying Status:

1. Provide at least one secure and verifiable document, as defined in Code Section 50-36-2;
2. Execute a signed and sworn affidavit verifying the applicant's lawful presence in the United States, which affidavit shall state:



- i. The applicant is a United States citizen or legal permanent resident 18 years of age or older; or
- ii. The applicant is a qualified alien or nonimmigrant under the federal Immigration and Nationality Act, Title [8 U.S.C., 18](#) years of age or older lawfully present in the United States and provide the applicant's alien number issued by the Department of Homeland Security or other federal immigration agency.

**[SIGNATURES CONTINUE ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**MABL: Atlanta MABL, Inc.**

**CITY: City of Dunwoody, Georgia**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
City Manager  
City of Dunwoody, Georgia

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax I.D. Number

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney Signature

**Affidavit Verifying Status  
for City Public Benefit Application**

By executing this affidavit under oath, as an applicant for a City of Dunwoody, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Dunwoody license/permit for:

1) \_\_\_\_\_ I am a United States citizen **(Must include copy of either Georgia Driver’s License, Passport, or Military ID)**

**OR**

2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\* **(Must include either a copy of your Permanent Resident Card or Employment Authorization Card as well as another form of government issued identification such as Georgia Driver’s License, Military ID, or Passport)**

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**\*Alien Registration number for non-citizens:** \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

Notary Public: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of “alien”, legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

\_\_\_\_\_

## **I. OBLIGATIONS OF THE CITY**

The City agrees to:

- a. Allow the non-exclusive use of the Facilities to the Association under expressed terms and conditions set forth by the City for the purpose of conducting Baseball Programs; the use of the Facilities shall be limited to practices, games, meetings, clinics and demonstrations for the promotion of the sport, community interest and welfare, which may include opening day activities, tournaments and special events.
- b. The Association and City agree to terms for the use of the Facilities for such other activities, such use or uses shall be governed by separate agreement or agreements. The City will maintain the facility scheduling for these activities and collect all fees for the activities except as defined for fund raising initiatives. The Association must pay \$10 per hour for fund raising tournaments in addition to the established hourly rate in the Athletic Association Manual.
- c. The Association shall be able to request scheduled time of the Facilities and the parking lot at Peachtree Charter Middle School during the Academic School Year Monday-Friday from 4:00pm-11:00pm and Saturday-Sunday from 7:00am-11:00pm. During the Non-Academic School Year the Association shall be able to utilize the Facilities and the parking lot at Peachtree Charter Middle School on Sunday-Saturday from 7:00am-11:00pm. The City will allocate scheduled time of the facility based on the greatest programming need.
- d. Provide fields at the beginning of the Association's operating season, field lights, field electrical outlets, watering systems, utilities, park buildings and structures as needed.
- e. Clean restrooms not less than one (1) time daily.
- f. Provide general, standard and customary maintenance of the Facilities, as defined in Attachment C, Maintenance Policy.

## **II. OBLIGATIONS OF THE ASSOCIATION**

The Association agrees to:

- a. Adhere to all rules and regulations as defined in the City of Dunwoody Athletic Association Manual and Appendix (Attachment D)
- b. Provide a baseball program in accordance with all guidelines set forth by the City. The Association agrees that all of its members, whether paid or volunteer, must undergo a criminal background check prior to being allowed to participate in any activities on any City property.
- c. Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable.
- d. Maintain the playing fields to include placing bases appropriately, raking crumb rubber at the pitcher's mound between games, repairing pitcher's mound as needed and any other playing field maintenance to ensure a proper safe playing surface as defined in Attachment C, "Maintenance Policy".

- e. It is the responsibility of the Association to ensure that all facility rules are followed, failure to do so shall constitute a material breach of this Agreement.
- f. Protect, defend, indemnify and hold harmless the City, its Mayor, Council members, officers, employees, successors, assigns, and agents from and against any and all claims, suits, losses, liabilities, damages, deficiencies, expenses, or costs (including, without limitation, reasonable attorney's fees, investigative and/or legal expenses, and costs of judgment, settlements, and court costs) (hereinafter "Claims") suffered or incurred by such parties whether arising in tort, contract, strict liability, or otherwise and including, without limitation, personal injury, negligence, wrongful death, or property damage, regardless of the outcome of any such action, proceeding, or investigation caused by, related to, based upon, or arising out of the Association's use of the Facilities, provision of Athletic Programs or activities, or otherwise, excluding Claims caused by the sole negligence of the City. The language of this indemnification clause shall survive the termination of this Agreement, even if the City terminates this Agreement for convenience.
- g. The Association shall further either (a) require each of its Subcontractors to procure and to maintain during the term of his subcontract Subcontractor's public liability and property damage and vehicle liability insurance of the type and in the same amounts as specified in the preceding paragraphs, or (b) insure the activities of the Association's Subcontractors under the Association's own insurance policy.
- h. If the Association chooses to provide concessions during the usage time, the Association shall provide its own food and clean-up the area after each use to replicate its appearance prior to each use. The Association must obtain all required health certificates to serve said food and shall be responsible in accordance with subsection (d) above for any liability as a result of providing these concessions. No alcohol may be sold and/or served at any game, function or event on the Property and no alcohol may be possessed by anyone during the times the Association uses said Facilities.
- i. The Association shall maintain a schedule of all functions at the facility and shall submit a report of all recorded functions of the previous year to the City each January to include date, use and number of participants.
- j. The Association may not charge individual gate fees for tournaments, practices, games, meetings, clinics and demonstrations, except as part of an approved fund raising initiative.
- k. The Association must provide a succession plan for its organization and annually report to the City its current board members and term limits.
- l. The Association must provide the City with documentation and the schedule of all tournament rentals and must provide a facility attendant(s) to be present through the entirety of the tournament to ensure that all facility rules and regulations are followed by the participants and spectators, this includes adequately monitoring and directing vehicular traffic to the appropriate parking area for the event. The tournament fee, except as part of an approved fund raising initiative, should be paid directly to the City as defined in the Athletic Association Manual Appendix.
- m. The financial relationship shall be as follows:
  - i. Beginning January 1, 2025, the Association must pay the City an hourly rate of usage as defined in the City of Dunwoody Athletic Association Manual and Appendix. Prior to the season beginning any unused scheduled time may be credited to the Association for future

use. Once the season begins, program credits will only be considered for dates that the facility is closed by the City or inclement weather cancellations that can't be rescheduled during the make-up block time frame or a 7 day notice is given prior to cancellation. Credit requests must be made in writing to the City.

- ii. The Association is also entitled to make further contributions directly to the City towards capital improvements to the Facility at any time. The Association must indicate in writing for what those funds are to be used and the City shall restrict the usage of those funds to that purpose unless changed by both parties in writing. The Parks Director may approve all suggested projects as needed and will request approval from the City Manager or City Council as required by the City's procurement policies and procedures. The City will manage the procurement of all goods and services towards these improvements.
- iii. The Club must provide financial statements to the CITY quarterly no later than April 15th, July 15th, October 15<sup>th</sup> and January 15th of the subsequent year. Financial statements must include reconciled bank statements, the profit and loss statements as well as the balance sheet.
- n. The Association may be subject to an independent annual audit at their expense as requested by the City and is subject to all requirements under Open Records Act O.C.G.A. §50-18-70 et seq.
- o. Adhere to all other provisions contained in this Agreement.

### III. THE ASSOCIATION'S MAINTENANCE RESPONSIBILITIES

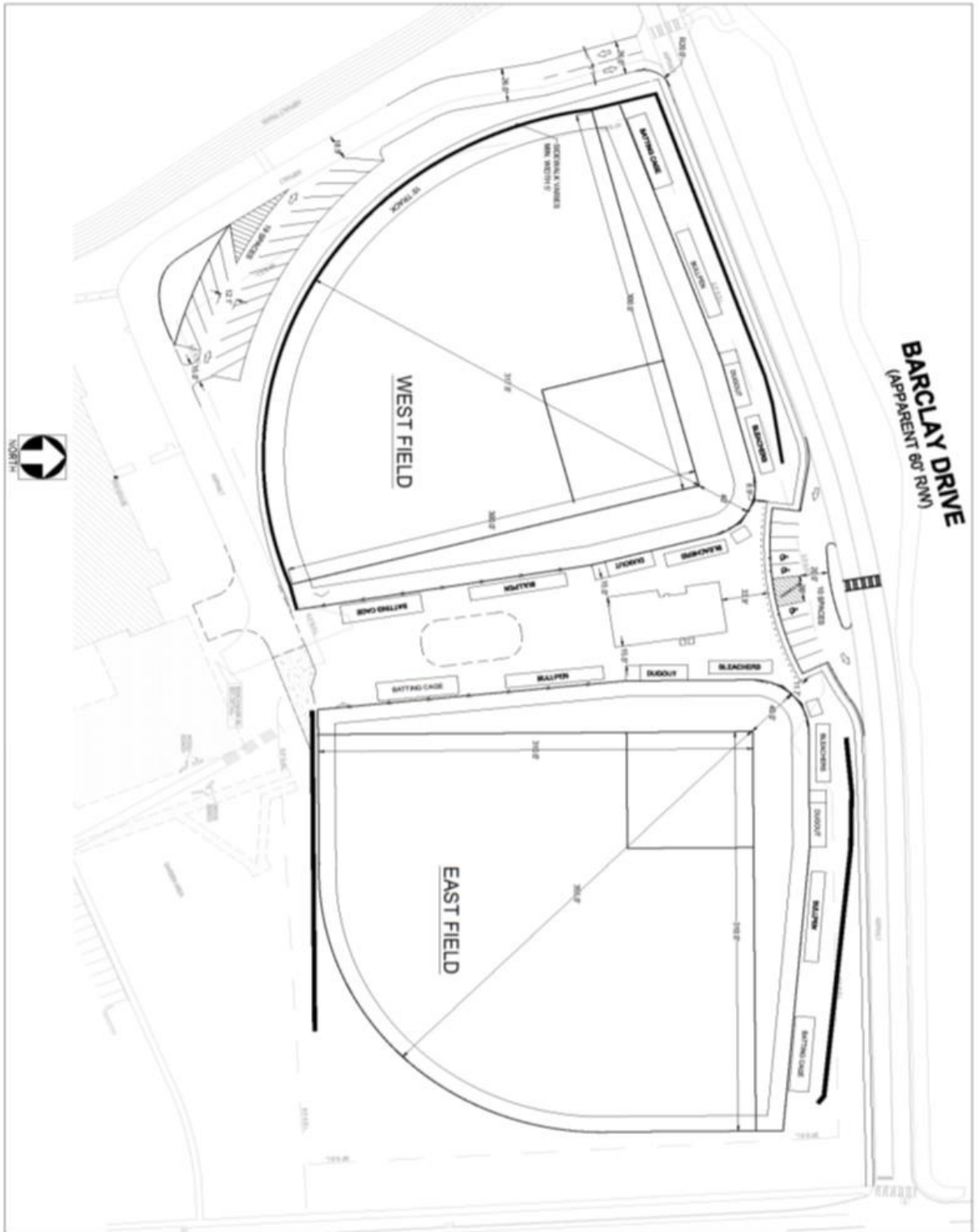
- a. The Association is responsible for daily clean-up, placing litter in proper containers prior to leaving the Facilities after each function (games and practices). This includes dugout trash cans as well as Plaza trash.
- b. The Association shall obtain the prior written approval and consent from the City before making any repairs, improvements, additions or alterations to said premises, and all improvements, additions or alterations which may be approved shall become the property of the City and remain upon said premises and be surrendered with the premises at the termination of this agreement. Failure to obtain prior written authorization from the City can constitute cause for the immediate termination of this agreement.
- c. The Association will maintain any and all improvements that, in the opinion of the City, are for the primary benefit of the user.
- d. The Association is responsible for reporting all acts of vandalism to the facility or Association property to the City and the local Police Department. A copy of the police report must be filed with the City Department of Parks and Recreation.
- e. The Association shall not use the said premises for any purpose other than that of baseball practices, games, meetings, clinics, tournaments and demonstrations for the promotion of the sport, community interest and welfare.
- f. The Association agrees to take any action necessary to prevent or correct any nuisance or other grievances upon, or in connection with, said premises during the terms of this Agreement.

- g. The City or any of its agents or employees shall have the right to enter upon the said premise at any time during the term of this Agreement to examine, inspect or supervise as deemed necessary.

#### **IV. THE ASSOCIATION'S SAFETY PRECAUTIONS**

- a. The Association agrees to administer activities at the said facility in a safe and professional manner, having a sufficient number of adults present to supervise all scheduled activities, from the time the first person arrives until the last person departs.
- b. The City has the right to cancel any scheduled activity on an athletic field during inclement weather when it is determined that such activity would damage the field. Persistent damage to the City facilities by the Association will result in the Association being prohibited from using the City facilities.
- c. In the event of lightning, for the safety of the participants, all play shall be suspended until the danger has passed. When the field is cleared all participants should be directed either inside a building or inside an automobile.

Attachment B





Attachment CBrook Run Park Baseball Field Maintenance

<u>Task</u>	<u>Frequency</u>	<u>Responsible party</u>
Raking crumb rubber in high traffic field positions	Between games	MABL
Field sweeping debris removal/ high traffic areas	Daily/ during usage days	MABL
Trash Removal and clean-Umpire Locker Room	Daily / as needed	MABL
Trash Removal –Plaza and Common Areas	Daily/ as needed	MABL
Bathroom cleaning –Umpire Locker Room	Daily / as needed	MABL
Replace all trash bags and place garbage in the site dumpster	Daily / as needed	MABL
Sweep and remove trash from Dugouts	Daily / as needed	MABL
Litter pick up from parking area and all associated walkways and grounds throughout Facilities	Daily/ during usage days	MABL
Task	Frequency	Responsible party
Field Sweeping/full field	Twice a Month / Dependent on usage	City
Field grooming /full field	Twice a Month/ Dependent on usage	City
Concrete, debris blow off	Once Daily	City
Indoor concessions - Cleaning inspection	Quarterly	City
Public Outdoor Trash Removal	Once Daily / As Needed	City
Pressure wash concrete, facility	Yearly/ as needed	City
Public Restroom cleaning	Once Daily / As Needed	City
Trash Removal –Plaza and Common Areas	Once Daily / As Needed	City



# **Athletic Association Manual**

## **Policies and Procedures**

Updated: October 2021

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# Contact Information

## **City of Dunwoody Parks and Recreation Department**

4800 Ashford Dunwoody Road  
Dunwoody, Ga 30338  
678-382-6700

### **Staff Contacts**

Rachel Waldron, Director  
Phone: 678-382-6853  
Email: [Rachel.Waldron@dunwoodyga.gov](mailto:Rachel.Waldron@dunwoodyga.gov)

Kate Borden, Recreation Program Manager  
Phone: 678-382-6861  
Email: [Kate.Borden@dunwoodyga.gov](mailto:Kate.Borden@dunwoodyga.gov)

# I. Athletic Association Requirements

This document serves as the Athletic Association Policy and Procedures Manual for The City of Dunwoody Parks and Recreation. This manual shall apply to all athletic associations (AA) and contains requirements that all AAs must fulfill in order to conduct its program in a City owned park or facility.

This Manual will outline the basic structure of the City of Dunwoody’s requirements for the AA to operate within the City to ensure all programs are operated in accordance with the City standards. In order to qualify to operate on City property, each AA must adhere to minimum requirements. These requirements are necessary to insure the protection of all AA members. Violation of any requirements shall constitute cause for revocation of the facility. In addition, situations may arise requiring the City to be involved in issues related to AA operations. In these instances, the AA is required to cooperate with the City to resolve issues not specially covered by this Manual.

## 1. Nonprofit Organization Status

The AA will incorporate and register with the Georgia Secretary of State’s Office as a not-for-profit corporation. Proof of not-for-profit status must be submitted annually to the City by April 1<sup>st</sup> of each year.

## 2. Liability Insurance Coverage

- a. AA shall at all times exonerate, indemnify, and hold harmless the CITY from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury (including death) to persons or property (i) caused by, or (ii) sustained on the Space in connection with the performance of this Agreement or any extension or renewal thereof or conditions created thereby and shall assume and pay for, without cost to the CITY, the defense of any and all claims, litigation and actions, suffered through any act or omission of the AA, or anyone directly or indirectly employed by or under the supervision of any of them, or in any way arising out of the use and occupancy of the space.
- b. Except as otherwise consented to in writing by CITY, AA shall maintain in force during the life of this Agreement or any extension or renewal thereof comprehensive general public liability and property damage insurance, in the minimum amount of \$1,000,000.00 with respect to each person, and in the sum of \$300,000.00 with respect to each accident or occurrence, and in the sum of \$1,000,000.00 for injury or damage to property, and CITY shall be named as an additional insured under such policy or policies of insurance.
- c. Except as otherwise consented to in writing by CITY, AA shall furnish to the CITY within thirty (30) days after execution of this agreement, a certificate or certificates evidencing such insurance coverage in companies doing business in Georgia and acceptable to CITY covering:
  - i. The location and the operations to which the insurance applies
  - ii. The expiration date of policies
  - iii. An agreement that the policies certified will not be changed or canceled

without thirty (30) days prior notices to CITY, as evidenced by return receipts of registered or certified letters. Prior to ten (10) days before the expiration of any such certificate, AA shall deliver to the CITY a certificate renewing or extending the terms for a period of at least one (1) year, or a certificate acceptable to CITY evidencing the required insurance coverage.

- d. Except as otherwise consented to in writing by CITY, AA shall insure that any organizations participating in any sporting event with AA at the Facility shall maintain in force comprehensive general public liability and property damage insurance, in the minimum amount of \$1,000,000.00 with respect to each person, and in the sum of \$300,000.00 with respect to each accident or occurrence, and in the sum of \$1,000,000.00 for injury or damage to property, and CITY shall be named as an additional insured under such policy or policies of insurance.

### 3. Bylaws

A copy of the AA bylaws must be submitted to the City each year and within five days after any amendments or changes prior to use of any City facilities. The AA should review and approve their bylaws a minimum of every two years.

### 4. Financial Reports

The Official Code of Georgia Annotated requires that all corporate minutes and books of account be held open for inspection by any member of the AA at any reasonable time. The AA shall assume the financial responsibility for the recreation program it operates. The City of Dunwoody recommends that each AA be bonded and that annual internal audits are performed on all accounts. The AA must provide financial statements to the CITY as defined in their facility usage agreement.

Without regard to any designation made by the person or entity entering this Agreement, the City of Dunwoody considers all information submitted in relation to the Agreement to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act O.C.G.A. § 50-18-70 *et seq.* as may be amended in the future, unless a court order is obtained to the contrary.

### 5. City of Dunwoody Meeting Requirements

Each year, the City will host a meeting that the AA is required to attend. The purpose of the meeting is to increase communication between both parties and improve operations.

- a. The meeting will be held yearly (usually in December)
- b. AA President attendance is required or at least one representative
- c. This requirement must be met in order for the AA to have use of City facilities for the next year.

- d. All AA season forms are due at this meeting (Insurance, non-profit paperwork/renewal, field requests for the year, AA information form) (Appendix page 6).

## 6. Non-Discrimination Requirement

The AA must ensure that no persons be denied participation in any program based on race, color, creed, religion, sex, national origin, age, disability, genetic information, pregnancy, childbirth, or other legally protected category or classification with the exception that children may be grouped by age on teams to ensure safety of the participants. The AA must be in compliance with the Americans with Disabilities Act.

## 7. Facility Use Agreement

The AA must obtain a Facility Use Agreement from the City a minimum thirty (30) days prior to the first scheduled practice of each year. This permit is to be obtained from the City on behalf of the AA by the President. This permit, issued annually per sport, specifically identifies facilities to be used by the AA and the terms and conditions of said use. Adherence to all requirements outlined in this Manual for an AA operating in a Park is a condition of the Facility Use Agreement. Failure to adhere to the Policies and Procedures may result in suspension or revocation of the Facility Use Agreement.

The sole purpose of Facility Use Agreement is for the use of sports fields and adjacent spectator areas. This does not include public park areas such as, but not limited to walking trails, paths, sidewalks, parking lots, playgrounds, and pavilions which must remain open for active/ passive park users. Passive and open may not be reserved for organized practice or play. Use of the walking trails for purposes other than running or walking is strictly prohibited. The AA is responsible for ensuring that walking tracks and trails adjacent to sports fields are clear of spectators during AA activities. The AA may be liable for any incidents related to unauthorized use.

The AA may not sublet Park facilities to another organization or permit any separate organization to use a Park under the AA name, except as defined in their Facility Usage Agreement for fundraising initiatives.

The AA may collect a fee for managing tournaments with organizations associated with the AA in addition to the terms defined in their Facility Usage Agreement for fund raising initiatives. The associated organization will have to pay the rental fee for those tournaments to the City at the Category 2 outside tournament/organization rate noted and may not host any tournaments for any other sport other than what the AA offers. Violation of these rules will require the forfeiture of any money made as a result of the use of the Park and may result in the revocation of the Facility Use Agreement.

## 8. Cancellations

The City of Dunwoody reserves the right to cancel any scheduled activity on City property when it determines that such use could potentially cause unsafe conditions for the AA, spectators, general public and/or damage to the facility or grounds. Furthermore, the City maintains the authority to close a facility at any time it deems it to be in the best interest of

the public.

## 9. SAVE Affidavit

Pursuant to O.C.G.A. § 50-36-1(e), City contracts within the state of Georgia shall include the following provisions on the attached Affidavit Verifying Status:

- a. Provide at least one secure and verifiable document, as defined in Code Section 50-36-2;
- b. Execute a signed and sworn affidavit verifying the applicant's lawful presence in the United States, which affidavit shall state:
  - a. The applicant is a United States citizen or legal permanent resident 18 years of age or older; or
  - b. The applicant is a qualified alien or nonimmigrant under the federal Immigration and Nationality Act, Title [8 U.S.C.](#), 18 years of age or older lawfully present in the United States and provide the applicant's alien number issued by the Department of Homeland Security or other federal immigration agency.
- c. See Appendix Page 8

## II. Facility Use/Operations

### 1. Role of the City

The role of the City is to facilitate agreements and permits with organizations desiring to use City athletic fields and facilities to implement various youth athletic programs, activities and events; and to ensure that recreational assets of the City of Dunwoody are utilized effectively to allow maximum participation and citizen access. In addition the City will:

- a. Allow the non-exclusive use of the Facilities to the Association under expressed terms and conditions set forth by the City for the purpose of conducting sports Programs; the use of the Facilities shall be limited to practices, games, meetings, clinics and demonstrations for the promotion of the sport, community interest and welfare, which may include opening day activities, tournaments and special events.
- b. The Association and City agree to terms for the use of the Facilities for such other activities, such use or uses shall be governed by separate agreement or agreements. The City will maintain the facility scheduling for these activities and collect all fees for the activities.
- c. For parking information, please reference your Field Usage Agreement.
- d. Provide fields at the beginning of the Association's operating season, field lights, field electrical outlets, watering systems, park buildings and structures as needed.



- e. Clean restrooms not less than one (1) time daily.
- f. Provide general, standard and customary maintenance of the Facilities, as defined in your Field Usage Agreement
- g. Provide for the Association's use of the building (hereinafter "Field House") on the Facilities property for use in conjunction with provision of its programs under this Agreement, including use of said building for purposes of concessions during the times the Association uses the Facilities for games and practices in accordance with the provisions of this Agreement.

## 2. AA Responsibilities

- a. Provide a sports program in accordance with all guidelines set forth by the City. The Association agrees that all of its members, whether paid or volunteer, must undergo a criminal background check prior to being allowed to participate in any activities on City Property. (Reference Appendix Page 7)
- b. Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable.
- c. Maintain the playing fields based on the Field Usage Agreement
- d. It is the responsibility of the Association to ensure that all facility rules are followed, failure to do so shall constitute a material breach of this Agreement.
- e. Protect, defend, indemnify and hold harmless the City, its Mayor, Council members, officers, employees, successors, assigns, and agents from and against any and all claims, suits, losses, liabilities, damages, deficiencies, expenses, or costs (including, without limitation, reasonable attorney's fees, investigative and/or legal expenses, and costs of judgment, settlements, and court costs) (hereinafter "Claims") suffered or incurred by such parties whether arising in tort, contract, strict liability, or otherwise and including, without limitation, personal injury, negligence, wrongful death, or property damage, regardless of the outcome of any such action, proceeding, or investigation caused by, related to, based upon, or arising out of the Association's use of the Facilities, provision of Athletic Programs or activities, or otherwise, excluding Claims caused by the sole negligence of the City. The language of this indemnification clause shall survive the termination of this Agreement, even if the City terminates this Agreement for convenience.
- f. The Association shall further either (a) require each of its Subcontractors to procure and to maintain during the term of his subcontract Subcontractor's public liability and property damage and vehicle liability insurance of the type and in the same amounts as specified in the preceding paragraphs, or (b) insure the activities of the Association's Subcontractors in the Association's own insurance policy.

- g. If the Association chooses to use the portion of the Field House designated for concessions, the Association shall provide its own food and clean-up the area after each use to replicate its appearance prior to each use. The Association must obtain all required health certificates to serve said food and shall be responsible in accordance with subsection (d) above for any liability as a result of providing these concessions. No alcohol may be sold and/or served at any game, function or event on the Property and no alcohol may be possessed by anyone during the times the Association uses said Facilities.
- h. The Association shall maintain a schedule of all functions at the facility and shall submit a report of all recorded functions of the previous year to the City each January to include date, use and number of participants.
- i. The Association may not charge individual gate fees to Dunwoody residents for practices, games, meetings, clinics and demonstrations. You must charge the gate fee as part of your tournament fees. No money should be collected at the gate for tournaments, except as defined in their Facility Usage Agreement for fundraising initiatives.
- j. The Association must provide a succession plan for its organization and annually report to the City its current board members and term limits.
- k. The Association must provide the City with documentation and the schedule of all tournaments and must provide a facility attendant to be present through the entirety of the tournament to ensure that all facility rules and regulations are followed by the participants and spectators.

### 3. Field Scheduling

Proposed dates for use of City facilities must be submitted in writing a minimum of forty five days in advance to the City. Once submitted, the City will allocate field space as deemed in the best interest of the City residents. Final decisions regarding field schedules will be the decision of the City. The AA will be required to submit a letter providing accurate participation numbers for current or past seasons to assist in determining field space needs. Priority for field use will be given based on need and in accordance with the Field Use Agreement.

### 4. Games and Practice Schedules

The AA must make the scheduling of recreation teams their first priority when scheduling teams. Recreational Leagues should take precedence over Select/Travel Leagues. Unused field time will be scheduled by the City as deemed necessary.

All AA game schedules shall be submitted one week prior to the first schedule games. Any changes to facility scheduled time shall be submitted 48 hours in advance of rescheduled time.

### 5. Tournaments/Events

All tournaments should be approved by the City and rental fee paid directly to the city (See Appendix for rental rates)

The City reserves the right to impose an additional fee for use of the facility if it is determined the event is not directly linked to the normal operations of the AA of the park/facility whether during the allotted time or not. (The City reserves the right to prioritize tournament/event rentals based on their impact to the facility, fields, quality and size of the tournament, local economy, past history, etc.

All outside organizations not associated with an AA wishing to conduct a tournament/event in a park/facility MUST make their request directly to the City. Outside organizations are subject to a fee for the use of the facility and an attendant. The City reserves the right to change, alter or cancel the event based on weather conditions or unapproved changes to the structure of the event.

## 6. Camps/Clinics

The AA must submit a request in writing to the City for the use of a Park for any camps and clinics sponsored by the AA. The written request should be received by the City at least forty-five (45) days prior to requested dates of use. Failure to provide adequate request and notice of scheduled activities to the City could result in conflicts with City sponsored camps & clinics or scheduled park maintenance and rejection of a Facility Use Agreement.

## 7. Criminal Background Check Requirements

- a. AA shall comply with the provisions of the Code of the City of Dunwoody, Georgia and Official Code of Georgia annotated and all appropriate statues and regulations governing the services it furnishes and, when applicable, with the standards of its profession. AA acknowledges their responsibility to report child abuse under O.C.G.A 19-7-5 as may be amended in the future and they accept responsibility to adhere to it, including all paid employees and volunteers and that failure to do so shall constitute a material breach of their Agreement with the city.
- b. Provide program in accordance with all guidelines set forth by the City. The AA agrees that all of its members, whether paid or volunteer, must undergo a criminal background check prior to being allowed to participate in any activities on City Property.

Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable. See Appendix Page 7

## 8. Securing Equipment

The AA must secure all sport specific equipment safely for play during the season and must secure and lock all equipment between seasons. The City will not be responsible for the safety of the equipment, or any theft or damage to the equipment while being stored or left on the fields. No equipment should be secured/locked to a fence/facility.

The AA must clean and organize the store of their materials at the conclusion of each season. Storage of materials in or around the HVAC, electrical rooms and plumbing chases is

prohibited.

#### 9. Security

A designated AA member must make sure the permitted area is secure before leaving the park. All buildings must be closed and locked. All gates must be closed.

### III. Fees and Charges

#### 1. Facility Use Fees/Credits

The fee for use of athletic fields is determined by the Athletic Field Use Agreement. All AAs should pay 100% of expected field user fees prior to registration and the fees must be paid two weeks before the first practice/tryout of that season. The City will block out make up dates for inclement weather cancellations that can be used by the AA to reschedule games/practices as needed at no additional charge. Program credits will be considered for dates that the facility is closed by the City or inclement weather cancellations that cannot be rescheduled during the make-up block period. All other credits must be requested 7 days prior to the scheduled date or no credit will be applied and the AA group will be charged for their time as scheduled. (See Manual Appendix page 5 for fee schedule.)

#### 2. Tournament Fees

Groups that request field space for tournaments outside of your organization will be required to rent the facility from the City and pay the fee to reserve the dates. The outside organization group is responsible for paying the rental fee to the City for the outside tournaments that they host. This will go through the City parks fee software. A field rental contract must be signed and rental fees collected before the permit is issued.

Any tournaments that occur as part of the Association's recreation programs, the fee will be assessed at the Category 2 recreation program rate for the tournament hours. Any fundraising tournaments hosted by an association will be assessed an hourly fee as defined in their facility usage agreement.

#### 3. Fundraising

The AA must inform the City, in writing, of all fund raising activities that take place in the park. This information is used to verify the validity of fund-raising activity to the public.

#### 4. Park Admission Fees

The AA is NOT permitted to charge admission fees or collect donations for admittance to the park during regular season games and/or practices. The AA may charge gate fees to tournament groups as part of their registration fee for the tournament. No fees will be collected during the rental times

#### 5. Commercial Activity-Vendors

Commercial activity in a recreation facility is prohibited, unless prior approval is given by the City for the benefit of the AA. If the AA is approved for commercial activity, any contract with a commercial vendor shall be between the vendor and the AA. AA must require vendors to provide a comprehensive general liability insurance policy for a minimum limit of \$1,000,000 per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. The Certificate of Insurance must list The City of Dunwoody as additional insured. The Certificate of Insurance must be forwarded to the City two (2) weeks prior to the vendor operating in the park for authorization and verification. Vendors must provide a proper business license.

#### 6. Clean up Fees

If the City is required to do the cleanup after an event, then the AA will be charged a clean-up fee of at least \$250. If excessive cleanup or maintenance is required an additional fee will also be charged.

## VI. Safety and Security

### 1. Vandalism and Accident/Injury

Vandalism must be reported to DPD immediately by calling 911. The AA is responsible for notifying the City of any vandalism, minor injury within 24 hours after the incident. The AA must report damage to the City facility or building and serious injury/incidents immediately. If damage is a result of the AAs negligence or failure to comply with accepted operational or security measures, the AA may be held responsible for reimbursing the City for all or part of the repair costs.

### 2. Park Rules and City Ordinances

The AA must abide by current City park rules and ordinances.

### 3. Procedures for Closing Fields or Parks

In the event of inclement weather, it may be necessary to require a specific field or park to be closed. The City has the right to close a field as it sees fit. These rules are designated to provide residents with safe playable surfaces. Failure to comply or abuse these procedures by the AA may result in the City revoking the use of the Facility Use Permit.



**Athletic Association  
Policy and Procedures Manual  
Appendix**

Updated: February 2021

# Athletic Field Usage Policy

## Section 1 – Field Use Policy

Reserved use of athletic fields is permitted by this policy and encouraged by The City of Dunwoody. **Unreserved athletic fields will be available to the general public for open, unstructured or public recreation on a first come/first served basis during the normal operating hours of the park/ facility.**

The City of Dunwoody reserves the right to modify these policies and procedures and to develop and enforce such additional rules and regulations as may be required for the protection of the parks, athletic fields at the parks, the users and the patrons of the parks. Athletic fields may be defined as natural or synthetic surfaces including, but not limited to grass, dirt, turf, concrete, asphalt etc. Athletic fields may be closed by the City due to weather conditions, maintenance, to protect the public from unsafe conditions or to protect the fields from damage due to overuse. When reserved for use by a priority user, fields are not available to the general public.

## Section 2 - Priority Users

Four priority categories of facility users are hereby created (Category 1 being the highest priority) and shall be considered in the allocation of athletic fields and scheduled time at all parks. The City of Dunwoody reserves the right to set priorities based upon, but not limited to, the following: the number of participants, the residency of participants and the overall impact of the group or organization upon the established recreational needs of City residents.

### Category 1 – The City of Dunwoody Parks and Recreation Programs

“The City of Dunwoody” shall include all of the following: activities and programs of the Parks and Recreation Department and events sponsored, co-sponsored or partnered with the Department.

### Category 2 – Athletic Associations

An “AA Group” is defined as an athletic organization that has a Facility Usage Agreement with the city. DeKalb County School District - Dunwoody Cluster athletic programs

### Category 3 – Local Civic, Faith Based and/or Private Educational Groups, Non-Profit, Individuals

“Local Civic, Faith Based and/or Private Educational Groups” shall include, but are not limited, to organizations such as the Rotary Club, private schools or home school groups located within the City boundaries.

“Non-Profit” is a legal entity organized and operated for a collective, public or social benefit, in contrast with an entity that operates as a business aiming to generate a profit for its owners.

“Individual” a person using the field for a private recreational use. i.e. birthday parties, skills training, lessons, practice or events of a similar nature.

## Category 4 – Businesses, Other Contracted Organizations and Groups

Any business, organization, club, or group that does not fall within the definitions of Category 1, 2 or 3, as defined above, shall be considered a Category 4 user under this Policy.

### Section 3 - Athletic Field Reservations

An athletic field shall be considered reserved upon the payment to the city of the prescribed fee and the issuance of a Rental Agreement provided by the City. The Rental Agreement shall include ALL of the following:

- ✓ The name of the organization reserving the athletic field.
- ✓ The name, address and phone number of the individual making the application and contact person for the permit.
- ✓ The specific athletic field(s) being reserved.
- ✓ The date of issuance.
- ✓ The date, time and duration of the permit.
- ✓ The specific fee or fees charged and schedule of payment.
- ✓ All conditions assigned to the permit over and above the requirements of this Policy.

### Section 4 - Sales on Park Property

The City of Dunwoody reserves to itself complete and exclusive rights to regulate the sale of all goods and services sold or conducted on park property. All commerce is expressly prohibited without the approval of the City of Dunwoody. Vendors are subject to all business license and insurance requirements. In addition all vendors must successfully complete any applications and pay fees set forth by the City. Food concessions must be approved by the City and follow all City Codes and Ordinances.

### Section 5 – Fees and Charges

The most recent Schedule of Fees and Charges for the Use of Athletic Fields, as approved by the City Council, is attached hereto and incorporated herein as Exhibit “A”. The Schedule of Fees and Charges for the Use of Athletic Fields may be amended from time to time by the City Council.

### Section 6 – Athletic Field Use Rules

Reservation is for the designated athletic field and immediate surrounding area only. All other park attractions and facilities are open to the public.

In the event the organization is an athletic association, the association shall comply with the most current version of the Athletic Associations Policy and Procedures Manual.

In the event the organization is conducting business in the park such as a tournament rental, the organization will be subject to all business license and insurance requirements.



In the event a City of Dunwoody program or function conflicts with an organization's use of the athletic field identified in the agreement, the Recreation and Parks program or function shall have priority and the conflict will be resolved by the organization's rescheduling its use of the athletic field.

All organizations and spectators shall follow all City Park Rules. Please leave the park clean. Dispose of all waste in designated receptacles.

**Exhibit A**

<b><u>User Group</u></b>	<b><u>Athletic Fields</u></b>
<b>Category 1</b> City Programs	
<b>Category 2</b> AA Groups, Dunwoody Cluster Schools	\$20 hr/field (Min of 2 hrs/up to 11 hours) \$200 day/field Lights Included
<b>Category 3</b> Civic, Faith Based, Private Schools, Non- Profit Groups, Individuals	\$100 hr/field (Min of 2 hours/up to 6 hours) \$1,000 day/field Individuals: (\$100 per hour up to 3-hour max) Lights Included
<b>Category 4</b> Businesses, Other Contracted Organizations, Groups	\$1,500 day/field \$850 ½ Day (≤ 4 hours) No hourly rate for this category

**Athletic Field Preparation**

If a multipurpose field rental requires initial set-up painting/stripping, the AA is required to do this themselves with permission from the City Recreation Department. All paint products must be approved by the City prior to application

**City of Dunwoody  
Parks and Recreation  
AA Season Information**

Please answer the following questions as completely as possible.

This information will be provided to the general public. This information is due to the City at the Individual AA meeting held each year in December.

AA \_\_\_\_\_ Name: \_\_\_\_\_  
\_\_\_\_\_ Contact

Person: \_\_\_\_\_

Address: \_\_\_\_\_ City

/ \_\_\_\_\_ State \_\_\_\_\_ / \_\_\_\_\_ Zip: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

Sport: \_\_\_\_\_

Season / Year: \_\_\_\_\_

Start & End Dates: \_\_\_\_\_

Age Groups: \_\_\_\_\_

Cost: \_\_\_\_\_

Registration Info: \_\_\_\_\_

(dates, times, location) \_\_\_\_\_

Additional Information: (attach additional sheets as necessary)

Please provide accurate participations numbers from the previous season/ year, the number of games played and the number of teams for each league. Please specify Boys, Girls, recreational teams, feeder, travel, academy, select teams, etc.

\_\_\_\_\_

## Background Check City of Dunwoody Parks & Recreation

My signature authorizes the above company to receive my criminal history and record information pertaining to me that may be on file at any state or local criminal jurisdiction in the State of Georgia.

Name: \_\_\_\_\_

DOB: \_\_\_\_\_

Race: \_\_\_\_\_

Sex: \_\_\_\_\_

Address: \_\_\_\_\_

Social: \_\_\_\_\_

Program Name: \_\_\_\_\_

Child program: Yes \_\_\_\_\_ No \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### FOR INTERNAL USE ONLY

Requester: Kate Borden

Signature \_\_\_\_\_ Date: \_\_\_\_\_

No Record \_\_\_\_\_

Record \_\_\_\_\_

If yes, state charge and convictions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Affidavit Verifying Status  
for City Public Benefit Application**

By executing this affidavit under oath, as an applicant for a City of Dunwoody, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Dunwoody license/permit for:

1) \_\_\_\_\_ I am a United States citizen **(Must include copy of either Georgia Driver’s License, Passport, or Military ID)**

**OR**

2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\* **(Must include either a copy of your Permanent Resident Card or Employment Authorization Card as well as another form of government issued identification such as Georgia Driver’s License, Military ID, or Passport)**

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**\*Alien Registration number for non-citizens:** \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_,  
20\_\_\_\_\_

Notary Public: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of “alien”, legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

\_\_\_\_\_

STATE OF GEORGIA  
CITY OF DUNWOODY

FACILITY USAGE AGREEMENT

THIS AGREEMENT by and between the **City of Dunwoody, Georgia**, a municipal body politic and corporate, hereinafter designated "CITY" and **Rush Union Soccer, Inc.**, 2767 **Stonesmith Ct Tucker GA 30084**, a private nonprofit organized under the laws of the State of Georgia, hereinafter designated "RUS" or "Club."

**Commented [JD1]:** Confirm this address. The address on the Secretary of State website is a P.O. Box and the registered agent address is an address in Dacula.

WITNESSETH:

WHEREAS, CITY owns and operates BROOK RUN PARK located at 4770 N. Peachtree Rd, and PERNOSHAL PARK located at 1959 Pernoshal Court Dunwoody, Georgia, (hereinafter designated as "Facilities"), for the purpose of serving the residents of the City of Dunwoody by locating and housing therein various public and private companies, corporations, and organizations capable of and willing to provide their services to the residents of the City of Dunwoody; and

WHEREAS, the undersigned RUS desires to operate a soccer program for the benefit of residents of the City of Dunwoody and agrees to utilize space in the Facilities in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY does hereby grant usage to RUS of approximately 1 acre of space at Pernoshal Park and of approximately 9 acres of space at Brook Run Park delineated on the Layout attached hereto as Attachment B and by reference made a part hereof (hereinafter referred to as "Space") consisting of the fields, field house/concession, parking lot adjoining the fields, in accordance with RUS's provision of its programs delineated herein.
2. This Agreement, beginning on January 1, 2025 is for an initial term expiring on December 31, 2025. This Agreement shall terminate absolutely and without further obligation on the part of the City on December 31, 2025, as required by O.C.G.A. § 36-60-13, unless terminated by either Party prior to the conclusion of the initial term. This Agreement may be renewed on an annual basis for additional successive twelve (12) month term(s) upon terms and conditions negotiated by both parties.

~~3. Intentionally deleted.~~

~~4.3~~ This Agreement may be renewed for one or more additional successive twelve-month term(s), subject to the following conditions:

- (a) RUS shall provide written notice to CITY at least sixty (60) days prior to the expiration date of this Agreement exercising the option to renew the Agreement, provided that the parties are able to reach an agreement on mutually-agreeable terms for the current renewal term of the Agreement.

(b) RUS shall continue to perform its services and to coordinate its performance with that of other users and CITY.

(c) RUS shall comply with the conditions of this Agreement and any amendments thereto.

5.4 Either party shall have the right to terminate this Agreement for any reason at any time during the original term of the Agreement or any extension or renewal thereof by giving written notice to the other party of its intention to terminate at least ninety (90) days prior to the effective date of termination. CITY reserves the right to terminate and cancel this Agreement or any extension or renewal thereof immediately and without notice at any time RUS fails or refuses to fulfill the terms and conditions set forth herein. RUS, upon termination of this Agreement or any renewal thereof, or cancellation thereof by CITY, shall vacate and deliver up the Space peaceably, quietly, and in good order and condition.

6.5 For the purpose of this Agreement, all notices to be given hereunder shall be in writing and shall be deemed given when deposited in the United States Mail, postage prepaid, certified, and addressed as follows:

(a) CITY: City of Dunwoody  
4800 Ashford Dunwoody Rd  
Dunwoody, Georgia 30338  
Attention: Parks & Recreation, Parks  
Director

(b) RUS: Rush Union Soccer, Inc.  
2767 Stonessmith Ct  
Tucker GA 30084

Commented [JD2]: Confirm address.

7.6 CITY does hereby designate the Parks & Recreation Department as its representative in all matters pertaining to this Agreement. All requests and issues arising from use of the Space described herein should be addressed to the Parks & Recreation Department through its Parks Director at the notice address set forth above. The Parks Director or their designee shall be the primary contact to RUS. The Parks Director is authorized to establish such administrative procedures he or she deems appropriate to carry out and enforce the terms of this Agreement.

8.7 The CITY and RUS shall provide services in accordance with the terms of Attachments A and D, which are attached hereto and by reference made a part hereof, during the term of the Agreement. RUS agrees to provide CITY with appropriate information about its program activities as the CITY may request, including program operating hours, in order to facilitate operation of the Facility and coordination by the CITY.

~~Intentionally deleted.~~

9 Except as otherwise consented to in writing by CITY, RUS shall maintain in force during the life of this Agreement or any extension or renewal thereof comprehensive general public liability and property damage insurance, in the minimum amount of \$1,000,000.00 with respect to each person, and in the sum of \$300,000.00 with respect to each accident or occurrence, and in the sum of \$1,000,000.00 for injury or damage to property, and CITY

shall be named as an additional insured under such policy or policies of insurance.

- 10 Except as otherwise consented to in writing by CITY, RUS shall furnish to the CITY within thirty (30) days after execution of this Agreement, a certificate or certificates evidencing such insurance coverage in companies doing business in Georgia and acceptable to CITY covering:
  - (a) The location and the operations to which the insurance applies
  - (b) The expiration date of policies
  - (c) An agreement that the policies certified will not be changed or canceled without thirty (30) days prior notices to CITY, as evidenced by return receipts of registered or certified letters. Prior to ten (10) days before the expiration of any such certificate, RUS shall deliver to the CITY a certificate renewing or extending the terms for a period of at least one (1) year, or a certificate acceptable to CITY evidencing the required insurance coverage.
- 11 RUS shall comply with the provisions of the Code of the City of Dunwoody, Georgia and Official Code of Georgia annotated and all statues, laws and regulations of any kind governing the services it furnishes and, when applicable, with the standards of its profession. RUS acknowledges its responsibility to report child abuse under O.C.G.A 19-7-5 as may be amended in the future ~~and~~ accepts and accepts responsibility to adhere to it, including all paid employees and volunteers and that failure to do so shall constitute a material breach of this Agreement.
- 12 The occupancy and use by RUS of the Space and rights herein conferred upon RUS shall be subject to rules and regulations as are now or may hereinafter be prescribed by CITY.
- 13 Both parties agree that the provisions of this Agreement and any extension or renewal thereof, are not intended to be nor should they be construed as in any way creating or establishing a relationship between the parties hereto other than that of owner and user, and at all times during the term of this Agreement or any extension or renewal thereof, RUS is to be and shall remain as an independent contractor.
- 14 This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.



- 15 This Agreement shall be deemed to have been made and performed in the City of Dunwoody, Georgia. For the purpose of venue, all suits or causes of actions arising out of this Agreement shall be brought in the appropriate courts within DeKalb County, Georgia.
- 16 Any amendment or modification of this Agreement shall be set forth in writing as an Amendment to this Agreement, duly executed by the parties, but shall not become effective until thirty (30) days after the execution and delivery of such writing.
- 17 RUS shall at the termination of this Agreement or any extension or renewal thereof surrender up the Space in good order and condition, reasonable use and ordinary wear thereof excepted. CITY shall be entitled to all rights and remedies provided by law including, without limitation, the dispossessory rights and remedies provided in O.C.G.A. § 44-7-49, *et seq.* as may be amended in the future.
- 18 Should any provision or term of this Agreement be determined by a court of competent jurisdiction to be unenforceable, all other provisions and terms shall remain in full force and effect.
- 19 This Agreement and any and all amendments thereto and exhibits or attachments incorporated herein constitutes the sole agreement between the parties regarding the subject matter herein. No representations oral or written not incorporated herein shall be binding on the parties. No amendment or modification of this Agreement shall be enforceable unless approved in writing by the City of Dunwoody.
- 20 In the event of a conflict between this Agreement and any exhibit contained herein or any previous agreements, the provisions of this Agreement shall govern.
- 21 Without regard to any designation made by the person or entity entering this Agreement, the City of Dunwoody considers all information submitted in relation to the Agreement to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act O.C.G.A. § 50-18-70 *et seq.* as may be amended in the future, unless a court order is obtained to the contrary.
- 22 The headings of sections and paragraphs, if any, to the extent used herein are for convenience and reference only, and in no way define, limit or describe the scope or intent of any provision hereof, and therefore will not be used in construing or interpreting the provisions hereof.
- 23 Contractor (RUS) and Subcontractor Evidence of Compliance

Pursuant to O.C.G.A. § 50-36-1(e), City contracts within the state of Georgia shall include the following provisions on the attached Affidavit Verifying Status:

1. Provide at least one secure and verifiable document, as defined in Code Section 50-36-2;
2. Execute a signed and sworn affidavit verifying the applicant's lawful presence in the United States, which affidavit shall state:

- i. The applicant is a United States citizen or legal permanent resident 18 years of age or older;  
or
- ii. The applicant is a qualified alien or nonimmigrant under the federal Immigration and Nationality Act, Title [8 U.S.C.](#), 18 years of age or older lawfully present in the United States and provide the applicant's alien number issued by the Department of Homeland Security or other federal immigration agency.

**[SIGNATURES CONTINUE ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**RUS: Rush Union Soccer**

**CITY: City of Dunwoody, Georgia**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
City Manager  
City of Dunwoody, Georgia

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax I.D. Number

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney Signature

**Affidavit Verifying Status  
for City Public Benefit Application**

By executing this affidavit under oath, as an applicant for a City of Dunwoody, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Dunwoody license/permit for:

1) \_\_\_\_\_ I am a United States citizen **(Must include copy of either Georgia Driver’s License, Passport, or Military ID)**

**OR**

2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\* **(Must include either a copy of your Permanent Resident Card or Employment Authorization Card as well as another form of government issued identification such as Georgia Driver’s License, Military ID, or Passport)**

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**\*Alien Registration number for non-citizens:** \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

Notary Public: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of “alien”, legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

\_\_\_\_\_

## Attachment A

**I. OBLIGATIONS OF THE CITY**

The City agrees to:

- a. Allow the non-exclusive use of the Facilities to the Club under expressed terms and conditions set forth by the City for the purpose of conducting Soccer Programs; the use of the Facilities shall be limited to practices, games, meetings, clinics and demonstrations for the promotion of the sport, community interest and welfare, which may include opening day activities, tournaments, camps and special events.
- b. The Club and City agree to terms for the use of the Facilities for such other activities, such use or uses shall be governed by separate agreement or agreements. The City will maintain the facility scheduling for these activities and collect all fees for the activities except as defined for fund raising initiatives.
- c. The Club shall be able to schedule hours during Sundays-Saturdays from 7am-10pm with the City to utilize the fields in the Facilities.
- d. Provide fields at the beginning of the Club's operating season, field lights, field electrical outlets, watering systems, utilities, park buildings and structures as needed.
- e. Clean restrooms not less than one (1) time daily.
- f. Provide general, standard and customary maintenance of the Facilities, as defined in Attachment C, Maintenance Policy.
- g. Provide for the Club's use of the building (hereinafter "Field House") on the Facilities property for use in conjunction with provision of its programs under this Agreement, including use of said building for purposes of concessions during the times the Club uses the Facilities for games and practices in accordance with the provisions of this Agreement.

**II. OBLIGATIONS OF THE CLUB**

The Club agrees to:

- a. Adhere to all rules and regulations as defined in the City of Dunwoody Athletic Club Manual and Appendix (Attachment D)
- b. Provide a soccer program in accordance with all guidelines set forth by the City. The Club agrees that all of its members, whether paid or volunteer, must undergo a criminal background check prior to being allowed to participate in any activities on any City property.
- c. Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable.
- d. Provide goals, nets and all soccer related items and maintain the upkeep of those items including securing them when not in use.

- e. Paint all soccer field markings and provide appropriate field paint. Field paint must be approved by the City prior to use.
- f. Maintain the playing fields to include placing goals appropriately, raking crumb rubber in high traffic areas between games, repairing artificial turf as needed and any other playing field maintenance to ensure a proper safe playing surface as defined in Attachment C, "Maintenance Policy".
- g. It is the responsibility of the Club to ensure that all facility rules are followed, failure to do so shall constitute a material breach of this Agreement.
- h. Protect, defend, indemnify and hold harmless the City, its Mayor, Council members, officers, employees, successors, assigns, and agents from and against any and all claims, suits, losses, liabilities, damages, deficiencies, expenses, or costs (including, without limitation, reasonable attorney's fees, investigative and/or legal expenses, and costs of judgment, settlements, and court costs) (hereinafter "Claims") suffered or incurred by such parties whether arising in tort, contract, strict liability, or otherwise and including, without limitation, personal injury, negligence, wrongful death, or property damage, regardless of the outcome of any such action, proceeding, or investigation caused by, related to, based upon, or arising out of the Club's use of the Facilities, provision of Athletic Programs or activities, or otherwise, excluding Claims caused by the sole negligence of the City. The language of this indemnification clause shall survive the termination of this Agreement, even if the City terminates this Agreement for convenience.
- i. The Club shall further either (a) require each of its Subcontractors to procure and to maintain during the term of his subcontract Subcontractor's public liability and property damage and vehicle liability insurance of the type and in the same amounts as specified in the preceding paragraphs, or (b) insure the activities of the Club's Subcontractors under the Club's own insurance policy.
- j. If the Club chooses to use the portion of the Field House designated for concessions, the Club shall provide its own food and clean-up the area after each use to replicate its appearance prior to each use. The Club must obtain all required health certificates to serve said food and shall be responsible in accordance with subsection (d) above for any liability as a result of providing these concessions. No alcohol may be sold and/or served at any game, function or event on the Property and no alcohol may be possessed by anyone during the times the Club uses said Facilities.
- k. The Club shall maintain a schedule of all functions at the facility and shall submit a report of all recorded functions of the previous year to the City each January to include date, use and number of participants.
- l. The Club may conduct fund raising tournaments to not exceed 8 tournaments annually. As part of these fund raising tournaments, the Club may collect rental fees directly from an outside organization and may collect gate fees during the event. Residents of the City of Dunwoody shall never be charged a gate fee to attend any event, including fundraising tournaments, held at the Facilities. The Association must pay ~~\$40-30~~ per hour for fund raising tournaments in addition to the established hourly rate in the Athletic Association Manual. The 3<sup>rd</sup> weekend of each month in June-July will be considered an "open weekend" and the Association can not book time for those weekends.
- m. The Club may not charge individual gate fees to Dunwoody residents for practices, games, meetings, clinics and demonstrations, except as part of an approved fund raising initiative.

- n. The Club must provide a succession plan for its organization and annually report to the City its current board members and term limits.
- o. The Club must provide the City with documentation and the schedule of all tournament rentals and must provide a facility attendant(s) to be present through the entirety of the tournament to ensure that all facility rules and regulations are followed by the participants and spectators, this includes adequately monitoring and directing vehicular traffic to the appropriate parking area for the event. The tournament fee, except as part of an approved fund raising initiative, should be paid directly to the City as defined in the Athletic Club Manual Appendix.
- p. The financial relationship shall be as follows:
  - i. Beginning January 1, 2025, the Club must pay the City an hourly rate of usage as defined in the City of Dunwoody Athletic Club Manual and Appendix. Prior to the season beginning any unused scheduled time may be credited to the Club for future use. Once the season begins, program credits will only be considered for dates that the facility is closed by the City or inclement weather cancellations that can't be rescheduled during the make-up block time frame or a 7 day notice is given prior to cancellation. Credit requests must be made in writing to the City.
  - ii. The Club is also entitled to make further contributions directly to the City towards capital improvements to the Facility at any time. The Club must indicate in writing for what those funds are to be used and the City shall restrict the usage of those funds to that purpose unless changed by both parties in writing. The Parks Director may approve all suggested projects as needed and will request approval from the City Manager or City Council as required by the City's procurement policies and procedures. The City will manage the procurement of all goods and services towards these improvements.
  - iii. The Club must provide financial statements to the CITY quarterly no later than April 15th, July 15th, October 15<sup>th</sup> and January 15th of the subsequent year. Financial statements must include reconciled bank statements, the profit and loss statements as well as the balance sheet.
- q. The Club may be subject to an independent annual audit at their expense as requested by the City and is subject to all requirements under Open Records Act O.C.G.A. §50-18-70 et seq.
- r. Adhere to all other provisions contained in this Agreement.

### III. THE CLUB'S MAINTENANCE RESPONSIBILITIES

- a. The Club is responsible for daily clean-up, placing litter in proper containers prior to leaving the Facilities after each function (games and practices). This includes common areas and field trash.
- b. The concession facility must be maintained in a clean and orderly fashion. The facility and all equipment and materials used by the Club shall at all times be clean and sanitary and free from rubbish, refuse, food scraps, garbage, dust, dirt and other offensive or unclean materials. All trays, dishes, glassware, utensils and other equipment shall be cleaned immediately after each use and shall

be kept clean until reused. All floors within the concession area must be swept and mopped after each daily use. Kitchen exhaust fans, hoods and ducts shall be cleaned at least every ninety (90) days.

- c. The Club shall obtain the prior written approval and consent from the City before making any repairs, improvements, additions or alterations to said premises, and all improvements, additions or alterations which may be approved shall become the property of the City and remain upon said premises and be surrendered with the premises at the termination of this agreement. Failure to obtain prior written authorization from the City can constitute cause for the immediate termination of this agreement.
- d. The Club will maintain any and all improvements that, in the opinion of the City, are for the primary benefit of the user.
- e. The Club is responsible for reporting all acts of vandalism to the facility or Club property to the City and the local Police Department. A copy of the police report must be filed with the City Department of Parks and Recreation.
- f. The Club shall not use the said premises for any purpose other than that of soccer practices, games, meetings, clinics, tournaments, camps and demonstrations for the promotion of the sport, community interest and welfare.
- g. The Club agrees to take any action necessary to prevent or correct any nuisance or other grievances upon, or in connection with, said premises during the terms of this Agreement.
- h. The City or any of its agents or employees shall have the right to enter upon the said premise at any time during the term of this Agreement to examine, inspect or supervise as deemed necessary.

#### **IV. THE CLUB'S SAFETY PRECAUTIONS**

- a. The Club agrees to administer activities at the said facility in a safe and professional manner, having a sufficient number of adults present to supervise all scheduled activities, from the time the first person arrives until the last person departs.
- b. The City has the right to cancel any scheduled activity on an athletic field during inclement weather when it is determined that such activity would damage the field. Persistent damage to the City facilities by the Club will result in the Club being prohibited from using the City facilities.
- c. In the event of lightning, for the safety of the participants, all play shall be suspended until the danger has passed. When the field is cleared of participants, all children should be directed either inside a building or inside an automobile.



Attachment B  
Pernoshal Park Facility



Attachment B (continued)

Brook Run Park Facility



Attachment C

Brook Run Park Multi-Use Field Maintenance

<u>Task</u>	<u>Frequency</u>	<u>Responsible party</u>
Indoor concessions - Deep cleaning	Twice Yearly	RUS
Raking crumb rubber in high traffic field positions	Between games	RUS
Field sweeping debris removal/ high traffic areas	Daily/ during usage days	RUS
Trash Removal –Plaza and Common Areas	Daily/ as needed	RUS
Bathroom cleaning	Daily / as needed	RUS
Maintaining and cleaning of RUS storage	Monthly	RUS
Litter pick up from parking area and all associated walkways and grounds throughout Facilities	Daily/ during usage days	RUS
Task	Frequency	Responsible party
Field Sweeping/full field	Twice a Month / Dependent on usage	City
Field grooming /full field	Twice a Month/ Dependent on usage	City
Concrete, debris blow off	Once Daily	City
Indoor concessions - Cleaning inspection	Quarterly	City
Public Outdoor Trash Removal	Once Daily / As Needed	City
Pressure wash concrete, facility	Yearly/ as needed	City
Public Restroom cleaning	Once Daily / As Needed	City
Trash Removal –Plaza and Common Areas	Once Daily / As Needed	City



Parks & Recreation

# **Athletic Association Manual**

## **Policies and Procedures**

Updated: October 2021

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## Contact Information

### **City of Dunwoody Parks and Recreation Department**

4800 Ashford Dunwoody Road  
Dunwoody, Ga 30338  
678-382-6700

### **Staff Contacts**

Rachel Waldron, Director  
Phone: 678-382-6853  
Email: [Rachel.Waldron@dunwoodyga.gov](mailto:Rachel.Waldron@dunwoodyga.gov)

Kate Borden, Recreation Program Manager  
Phone: 678-382-6861  
Email: [Kate.Borden@dunwoodyga.gov](mailto:Kate.Borden@dunwoodyga.gov)

## I. Athletic Association Requirements

This document serves as the Athletic Association Policy and Procedures Manual for The City of Dunwoody Parks and Recreation. This manual shall apply to all athletic associations (AA) and contains requirements that all AAs must fulfill in order to conduct its program in a City owned park or facility.

This Manual will outline the basic structure of the City of Dunwoody’s requirements for the AA to operate within the City to ensure all programs are operated in accordance with the City standards. In order to qualify to operate on City property, each AA must adhere to minimum requirements. These requirements are necessary to insure the protection of all AA members. Violation of any requirements shall constitute cause for revocation of the facility. In addition, situations may arise requiring the City to be involved in issues related to AA operations. In these instances, the AA is required to cooperate with the City to resolve issues not specially covered by this Manual.

### 1. Nonprofit Organization Status

The AA will incorporate and register with the Georgia Secretary of State’s Office as a not-for-profit corporation. Proof of not-for-profit status must be submitted annually to the City by April 1<sup>st</sup> of each year.

### 2. Liability Insurance Coverage

- a. AA shall at all times exonerate, indemnify, and hold harmless the CITY from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury (including death) to persons or property (i) caused by, or (ii) sustained on the Space in connection with the performance of this Agreement or any extension or renewal thereof or conditions created thereby and shall assume and pay for, without cost to the CITY, the defense of any and all claims, litigation and actions, suffered through any act or omission of the AA, or anyone directly or indirectly employed by or under the supervision of any of them, or in any way arising out of the use and occupancy of the space.
- b. Except as otherwise consented to in writing by CITY, AA shall maintain in force during the life of this Agreement or any extension or renewal thereof comprehensive general public liability and property damage insurance, in the minimum amount of \$1,000,000.00 with respect to each person, and in the sum of \$300,000.00 with respect to each accident or occurrence, and in the sum of \$1,000,000.00 for injury or damage to property, and CITY shall be named as an additional insured under such policy or policies of insurance.
- c. Except as otherwise consented to in writing by CITY, AA shall furnish to the CITY within thirty (30) days after execution of this agreement, a certificate or certificates evidencing such insurance coverage in companies doing business in Georgia and acceptable to CITY covering:
  - i. The location and the operations to which the insurance applies
  - ii. The expiration date of policies
  - iii. An agreement that the policies certified will not be changed or canceled

without thirty (30) days prior notices to CITY, as evidenced by return receipts of registered or certified letters. Prior to ten (10) days before the expiration of any such certificate, AA shall deliver to the CITY a certificate renewing or extending the terms for a period of at least one (1) year, or a certificate acceptable to CITY evidencing the required insurance coverage.

- d. Except as otherwise consented to in writing by CITY, AA shall insure that any organizations participating in any sporting event with AA at the Facility shall maintain in force comprehensive general public liability and property damage insurance, in the minimum amount of \$1,000,000.00 with respect to each person, and in the sum of \$300,000.00 with respect to each accident or occurrence, and in the sum of \$1,000,000.00 for injury or damage to property, and CITY shall be named as an additional insured under such policy or policies of insurance.

### 3. Bylaws

A copy of the AA bylaws must be submitted to the City each year and within five days after any amendments or changes prior to use of any City facilities. The AA should review and approve their bylaws a minimum of every two years.

### 4. Financial Reports

The Official Code of Georgia Annotated requires that all corporate minutes and books of account be held open for inspection by any member of the AA at any reasonable time. The AA shall assume the financial responsibility for the recreation program it operates. The City of Dunwoody recommends that each AA be bonded and that annual internal audits are performed on all accounts. The AA must provide financial statements to the CITY as defined in their facility usage agreement.

Without regard to any designation made by the person or entity entering this Agreement, the City of Dunwoody considers all information submitted in relation to the Agreement to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act O.C.G.A. § 50-18-70 *et seq.* as may be amended in the future, unless a court order is obtained to the contrary.

### 5. City of Dunwoody Meeting Requirements

Each year, the City will host a meeting that the AA is required to attend. The purpose of the meeting is to increase communication between both parties and improve operations.

- a. The meeting will be held yearly (usually in December)
- b. AA President attendance is required or at least one representative
- c. This requirement must be met in order for the AA to have use of City facilities for the next year.



- d. All AA season forms are due at this meeting (Insurance, non-profit paperwork/renewal, field requests for the year, AA information form) (Appendix page 6).

#### 6. Non-Discrimination Requirement

The AA must ensure that no persons be denied participation in any program based on race, color, creed, religion, sex, national origin, age, disability, genetic information, pregnancy, childbirth, or other legally protected category or classification with the exception that children may be grouped by age on teams to ensure safety of the participants. The AA must be in compliance with the Americans with Disabilities Act.

#### 7. Facility Use Agreement

The AA must obtain a Facility Use Agreement from the City a minimum thirty (30) days prior to the first scheduled practice of each year. This permit is to be obtained from the City on behalf of the AA by the President. This permit, issued annually per sport, specifically identifies facilities to be used by the AA and the terms and conditions of said use. Adherence to all requirements outlined in this Manual for an AA operating in a Park is a condition of the Facility Use Agreement. Failure to adhere to the Policies and Procedures may result in suspension or revocation of the Facility Use Agreement.

The sole purpose of Facility Use Agreement is for the use of sports fields and adjacent spectator areas. This does not include public park areas such as, but not limited to walking trails, paths, sidewalks, parking lots, playgrounds, and pavilions which must remain open for active/ passive park users. Passive and open may not be reserved for organized practice or play. Use of the walking trails for purposes other than running or walking is strictly prohibited. The AA is responsible for ensuring that walking tracks and trails adjacent to sports fields are clear of spectators during AA activities. The AA may be liable for any incidents related to unauthorized use.

The AA may not sublet Park facilities to another organization or permit any separate organization to use a Park under the AA name, except as defined in their Facility Usage Agreement for fundraising initiatives.

The AA may collect a fee for managing tournaments with organizations associated with the AA in addition to the terms defined in their Facility Usage Agreement for fund raising initiatives. The associated organization will have to pay the rental fee for those tournaments to the City at the Category 2 outside tournament/organization rate noted and may not host any tournaments for any other sport other than what the AA offers. Violation of these rules will require the forfeiture of any money made as a result of the use of the Park and may result in the revocation of the Facility Use Agreement.

#### 8. Cancellations

The City of Dunwoody reserves the right to cancel any scheduled activity on City property when it determines that such use could potentially cause unsafe conditions for the AA, spectators, general public and/or damage to the facility or grounds. Furthermore, the City maintains the authority to close a facility at any time it deems it to be in the best interest of

the public.

#### 9. SAVE Affidavit

Pursuant to O.C.G.A. § 50-36-1(e), City contracts within the state of Georgia shall include the following provisions on the attached Affidavit Verifying Status:

- a. Provide at least one secure and verifiable document, as defined in Code Section 50-36-2;
- b. Execute a signed and sworn affidavit verifying the applicant's lawful presence in the United States, which affidavit shall state:
  - a. The applicant is a United States citizen or legal permanent resident 18 years of age or older; or
  - b. The applicant is a qualified alien or nonimmigrant under the federal Immigration and Nationality Act, Title [8 U.S.C.](#), 18 years of age or older lawfully present in the United States and provide the applicant's alien number issued by the Department of Homeland Security or other federal immigration agency.
- c. See Appendix Page 8

## II. Facility Use/Operations

### 1. Role of the City

The role of the City is to facilitate agreements and permits with organizations desiring to use City athletic fields and facilities to implement various youth athletic programs, activities and events; and to ensure that recreational assets of the City of Dunwoody are utilized effectively to allow maximum participation and citizen access. In addition the City will:

- a. Allow the non-exclusive use of the Facilities to the Association under expressed terms and conditions set forth by the City for the purpose of conducting sports Programs; the use of the Facilities shall be limited to practices, games, meetings, clinics and demonstrations for the promotion of the sport, community interest and welfare, which may include opening day activities, tournaments and special events.
- b. The Association and City agree to terms for the use of the Facilities for such other activities, such use or uses shall be governed by separate agreement or agreements. The City will maintain the facility scheduling for these activities and collect all fees for the activities.
- c. For parking information, please reference your Field Usage Agreement.
- d. Provide fields at the beginning of the Association's operating season, field lights, field electrical outlets, watering systems, park buildings and structures as needed.

- e. Clean restrooms not less than one (1) time daily.
- f. Provide general, standard and customary maintenance of the Facilities, as defined in your Field Usage Agreement
- g. Provide for the Association's use of the building (hereinafter "Field House") on the Facilities property for use in conjunction with provision of its programs under this Agreement, including use of said building for purposes of concessions during the times the Association uses the Facilities for games and practices in accordance with the provisions of this Agreement.

## 2. AA Responsibilities

- a. Provide a sports program in accordance with all guidelines set forth by the City. The Association agrees that all of its members, whether paid or volunteer, must undergo a criminal background check prior to being allowed to participate in any activities on City Property. (Reference Appendix Page 7)
- b. Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable.
- c. Maintain the playing fields based on the Field Usage Agreement
- d. It is the responsibility of the Association to ensure that all facility rules are followed, failure to do so shall constitute a material breach of this Agreement.
- e. Protect, defend, indemnify and hold harmless the City, its Mayor, Council members, officers, employees, successors, assigns, and agents from and against any and all claims, suits, losses, liabilities, damages, deficiencies, expenses, or costs (including, without limitation, reasonable attorney's fees, investigative and/or legal expenses, and costs of judgment, settlements, and court costs) (hereinafter "Claims") suffered or incurred by such parties whether arising in tort, contract, strict liability, or otherwise and including, without limitation, personal injury, negligence, wrongful death, or property damage, regardless of the outcome of any such action, proceeding, or investigation caused by, related to, based upon, or arising out of the Association's use of the Facilities, provision of Athletic Programs or activities, or otherwise, excluding Claims caused by the sole negligence of the City. The language of this indemnification clause shall survive the termination of this Agreement, even if the City terminates this Agreement for convenience.
- f. The Association shall further either (a) require each of its Subcontractors to procure and to maintain during the term of his subcontract Subcontractor's public liability and property damage and vehicle liability insurance of the type and in the same amounts as specified in the preceding paragraphs, or (b) insure the activities of the Association's Subcontractors in the Association's own insurance policy.

- g. If the Association chooses to use the portion of the Field House designated for concessions, the Association shall provide its own food and clean-up the area after each use to replicate its appearance prior to each use. The Association must obtain all required health certificates to serve said food and shall be responsible in accordance with subsection (d) above for any liability as a result of providing these concessions. No alcohol may be sold and/or served at any game, function or event on the Property and no alcohol may be possessed by anyone during the times the Association uses said Facilities.
- h. The Association shall maintain a schedule of all functions at the facility and shall submit a report of all recorded functions of the previous year to the City each January to include date, use and number of participants.
- i. The Association may not charge individual gate fees to Dunwoody residents for practices, games, meetings, clinics and demonstrations. You must charge the gate fee as part of your tournament fees. No money should be collected at the gate for tournaments, except as defined in their Facility Usage Agreement for fundraising initiatives.
- j. The Association must provide a succession plan for its organization and annually report to the City its current board members and term limits.
- k. The Association must provide the City with documentation and the schedule of all tournaments and must provide a facility attendant to be present through the entirety of the tournament to ensure that all facility rules and regulations are followed by the participants and spectators.

### 3. Field Scheduling

Proposed dates for use of City facilities must be submitted in writing a minimum of forty five days in advance to the City. Once submitted, the City will allocate field space as deemed in the best interest of the City residents. Final decisions regarding field schedules will be the decision of the City. The AA will be required to submit a letter providing accurate participation numbers for current or past seasons to assist in determining field space needs. Priority for field use will be given based on need and in accordance with the Field Use Agreement.

### 4. Games and Practice Schedules

The AA must make the scheduling of recreation teams their first priority when scheduling teams. Recreational Leagues should take precedence over Select/Travel Leagues. Unused field time will be scheduled by the City as deemed necessary.

All AA game schedules shall be submitted one week prior to the first schedule games. Any changes to facility scheduled time shall be submitted 48 hours in advance of rescheduled time.

### 5. Tournaments/Events

All tournaments should be approved by the City and rental fee paid directly to the city (See Appendix for rental rates)

The City reserves the right to impose an additional fee for use of the facility if it is determined the event is not directly linked to the normal operations of the AA of the park/facility whether during the allotted time or not. (The City reserves the right to prioritize tournament/event rentals based on their impact to the facility, fields, quality and size of the tournament, local economy, past history, etc.

All outside organizations not associated with an AA wishing to conduct a tournament/event in a park/facility MUST make their request directly to the City. Outside organizations are subject to a fee for the use of the facility and an attendant. The City reserves the right to change, alter or cancel the event based on weather conditions or unapproved changes to the structure of the event.

## 6. Camps/Clinics

The AA must submit a request in writing to the City for the use of a Park for any camps and clinics sponsored by the AA. The written request should be received by the City at least forty-five (45) days prior to requested dates of use. Failure to provide adequate request and notice of scheduled activities to the City could result in conflicts with City sponsored camps & clinics or scheduled park maintenance and rejection of a Facility Use Agreement.

## 7. Criminal Background Check Requirements

- a. AA shall comply with the provisions of the Code of the City of Dunwoody, Georgia and Official Code of Georgia annotated and all appropriate statues and regulations governing the services it furnishes and, when applicable, with the standards of its profession. AA acknowledges their responsibility to report child abuse under O.C.G.A 19-7-5 as may be amended in the future and they accept responsibility to adhere to it, including all paid employees and volunteers and that failure to do so shall constitute a material breach of their Agreement with the city.
- b. Provide program in accordance with all guidelines set forth by the City. The AA agrees that all of its members, whether paid or volunteer, must undergo a criminal background check prior to being allowed to participate in any activities on City Property.

Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable. See Appendix Page 7

## 8. Securing Equipment

The AA must secure all sport specific equipment safely for play during the season and must secure and lock all equipment between seasons. The City will not be responsible for the safety of the equipment, or any theft or damage to the equipment while being stored or left on the fields. No equipment should be secured/locked to a fence/facility.

The AA must clean and organize the store of their materials at the conclusion of each season. Storage of materials in or around the HVAC, electrical rooms and plumbing chases is

prohibited.

#### 9. Security

A designated AA member must make sure the permitted area is secure before leaving the park. All buildings must be closed and locked. All gates must be closed.

### III. Fees and Charges

#### 1. Facility Use Fees/Credits

The fee for use of athletic fields is determined by the Athletic Field Use Agreement. All AAs should pay 100% of expected field user fees prior to registration and the fees must be paid two weeks before the first practice/tryout of that season. The City will block out make up dates for inclement weather cancellations that can be used by the AA to reschedule games/practices as needed at no additional charge. Program credits will be considered for dates that the facility is closed by the City or inclement weather cancellations that cannot be rescheduled during the make-up block period. All other credits must be requested 7 days prior to the scheduled date or no credit will be applied and the AA group will be charged for their time as scheduled. (See Manual Appendix page 5 for fee schedule.)

#### 2. Tournament Fees

Groups that request field space for tournaments outside of your organization will be required to rent the facility from the City and pay the fee to reserve the dates. The outside organization group is responsible for paying the rental fee to the City for the outside tournaments that they host. This will go through the City parks fee software. A field rental contract must be signed and rental fees collected before the permit is issued.

Any tournaments that occur as part of the Association's recreation programs, the fee will be assessed at the Category 2 recreation program rate for the tournament hours. Any fundraising tournaments hosted by an association will be assessed an hourly fee as defined in their facility usage agreement.

#### 3. Fundraising

The AA must inform the City, in writing, of all fund raising activities that take place in the park. This information is used to verify the validity of fund-raising activity to the public.

#### 4. Park Admission Fees

The AA is NOT permitted to charge admission fees or collect donations for admittance to the park during regular season games and/or practices. The AA may charge gate fees to tournament groups as part of their registration fee for the tournament. No fees will be collected during the rental times

#### 5. Commercial Activity-Vendors

Commercial activity in a recreation facility is prohibited, unless prior approval is given by the City for the benefit of the AA. If the AA is approved for commercial activity, any contract with a commercial vendor shall be between the vendor and the AA. AA must require vendors to provide a comprehensive general liability insurance policy for a minimum limit of \$1,000,000 per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. The Certificate of Insurance must list The City of Dunwoody as additional insured. The Certificate of Insurance must be forwarded to the City two (2) weeks prior to the vendor operating in the park for authorization and verification. Vendors must provide a proper business license.

#### 6. Clean up Fees

If the City is required to do the cleanup after an event, then the AA will be charged a clean-up fee of at least \$250. If excessive cleanup or maintenance is required an additional fee will also be charged.

## VI. Safety and Security

### 1. Vandalism and Accident/Injury

Vandalism must be reported to DPD immediately by calling 911. The AA is responsible for notifying the City of any vandalism, minor injury within 24 hours after the incident. The AA must report damage to the City facility or building and serious injury/incidents immediately. If damage is a result of the AAs negligence or failure to comply with accepted operational or security measures, the AA may be held responsible for reimbursing the City for all or part of the repair costs.

### 2. Park Rules and City Ordinances

The AA must abide by current City park rules and ordinances.

### 3. Procedures for Closing Fields or Parks

In the event of inclement weather, it may be necessary to require a specific field or park to be closed. The City has the right to close a field as it sees fit. These rules are designated to provide residents with safe playable surfaces. Failure to comply or abuse these procedures by the AA may result in the City revoking the use of the Facility Use Permit.



**Athletic Association  
Policy and Procedures Manual  
Appendix**

Updated: February 2021



# Athletic Field Usage Policy

## Section 1 – Field Use Policy

Reserved use of athletic fields is permitted by this policy and encouraged by The City of Dunwoody. **Unreserved athletic fields will be available to the general public for open, unstructured or public recreation on a first come/first served basis during the normal operating hours of the park/ facility.**

The City of Dunwoody reserves the right to modify these policies and procedures and to develop and enforce such additional rules and regulations as may be required for the protection of the parks, athletic fields at the parks, the users and the patrons of the parks. Athletic fields may be defined as natural or synthetic surfaces including, but not limited to grass, dirt, turf, concrete, asphalt etc. Athletic fields may be closed by the City due to weather conditions, maintenance, to protect the public from unsafe conditions or to protect the fields from damage due to overuse. When reserved for use by a priority user, fields are not available to the general public.

## Section 2 - Priority Users

Four priority categories of facility users are hereby created (Category 1 being the highest priority) and shall be considered in the allocation of athletic fields and scheduled time at all parks. The City of Dunwoody reserves the right to set priorities based upon, but not limited to, the following: the number of participants, the residency of participants and the overall impact of the group or organization upon the established recreational needs of City residents.

### Category 1 – The City of Dunwoody Parks and Recreation Programs

“The City of Dunwoody” shall include all of the following: activities and programs of the Parks and Recreation Department and events sponsored, co-sponsored or partnered with the Department.

### Category 2 – Athletic Associations

An “AA Group” is defined as an athletic organization that has a Facility Usage Agreement with the city. DeKalb County School District - Dunwoody Cluster athletic programs

### Category 3 – Local Civic, Faith Based and/or Private Educational Groups, Non-Profit, Individuals

“Local Civic, Faith Based and/or Private Educational Groups” shall include, but are not limited, to organizations such as the Rotary Club, private schools or home school groups located within the City boundaries.

“Non-Profit” is a legal entity organized and operated for a collective, public or social benefit, in contrast with an entity that operates as a business aiming to generate a profit for its owners.

“Individual” a person using the field for a private recreational use. i.e. birthday parties, skills training, lessons, practice or events of a similar nature.

#### Category 4 – Businesses, Other Contracted Organizations and Groups

Any business, organization, club, or group that does not fall within the definitions of Category 1, 2 or 3, as defined above, shall be considered a Category 4 user under this Policy.

#### Section 3 - Athletic Field Reservations

An athletic field shall be considered reserved upon the payment to the city of the prescribed fee and the issuance of a Rental Agreement provided by the City. The Rental Agreement shall include ALL of the following:

- ✓ The name of the organization reserving the athletic field.
- ✓ The name, address and phone number of the individual making the application and contact person for the permit.
- ✓ The specific athletic field(s) being reserved.
- ✓ The date of issuance.
- ✓ The date, time and duration of the permit.
- ✓ The specific fee or fees charged and schedule of payment.
- ✓ All conditions assigned to the permit over and above the requirements of this Policy.

#### Section 4 - Sales on Park Property

The City of Dunwoody reserves to itself complete and exclusive rights to regulate the sale of all goods and services sold or conducted on park property. All commerce is expressly prohibited without the approval of the City of Dunwoody. Vendors are subject to all business license and insurance requirements. In addition all vendors must successfully complete any applications and pay fees set forth by the City. Food concessions must be approved by the City and follow all City Codes and Ordinances.

#### Section 5 – Fees and Charges

The most recent Schedule of Fees and Charges for the Use of Athletic Fields, as approved by the City Council, is attached hereto and incorporated herein as Exhibit “A”. The Schedule of Fees and Charges for the Use of Athletic Fields may be amended from time to time by the City Council.

#### Section 6 – Athletic Field Use Rules

Reservation is for the designated athletic field and immediate surrounding area only. All other park attractions and facilities are open to the public.

In the event the organization is an athletic association, the association shall comply with the most current version of the Athletic Associations Policy and Procedures Manual.

In the event the organization is conducting business in the park such as a tournament rental, the organization will be subject to all business license and insurance requirements.

In the event a City of Dunwoody program or function conflicts with an organization's use of the athletic field identified in the agreement, the Recreation and Parks program or function shall have priority and the conflict will be resolved by the organization's rescheduling its use of the athletic field.

All organizations and spectators shall follow all City Park Rules. Please leave the park clean. Dispose of all waste in designated receptacles.

**Exhibit A**

<u>User Group</u>	<u>Athletic Fields</u>
<b>Category 1</b> City Programs	
<b>Category 2</b> AA Groups, Dunwoody Cluster Schools	\$20 hr/field (Min of 2 hrs/up to 11 hours) \$200 day/field Lights Included
<b>Category 3</b> Civic, Faith Based, Private Schools, Non- Profit Groups, Individuals	\$100 hr/field (Min of 2 hours/up to 6 hours) \$1,000 day/field Individuals: (\$100 per hour up to 3-hour max) Lights Included
<b>Category 4</b> Businesses, Other Contracted Organizations, Groups	\$1,500 day/field \$850 ½ Day (≤ 4 hours) No hourly rate for this category

**Athletic Field Preparation**

If a multipurpose field rental requires initial set-up painting/stripping, the AA is required to do this themselves with permission from the City Recreation Department. All paint products must be approved by the City prior to application

**City of Dunwoody  
Parks and Recreation  
AA Season Information**

Please answer the following questions as completely as possible.

This information will be provided to the general public. This information is due to the City at the Individual AA meeting held each year in December.

AA \_\_\_\_\_ Name: \_\_\_\_\_  
\_\_\_\_\_ Contact  
Person: \_\_\_\_\_  
Address: \_\_\_\_\_ City  
/ \_\_\_\_\_ State \_\_\_\_\_ / \_\_\_\_\_ Zip: \_\_\_\_\_  
\_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

Sport: \_\_\_\_\_

Season / Year: \_\_\_\_\_

Start & End Dates: \_\_\_\_\_

Age Groups: \_\_\_\_\_

Cost: \_\_\_\_\_

Registration Info: \_\_\_\_\_

(dates, times, location) \_\_\_\_\_

Additional Information: (attach additional sheets as necessary)

Please provide accurate participations numbers from the previous season/ year, the number of games played and the number of teams for each league. Please specify Boys, Girls, recreational teams, feeder, travel, academy, select teams, etc.

\_\_\_\_\_

Background Check  
City of Dunwoody Parks & Recreation

My signature authorizes the above company to receive my criminal history and record information pertaining to me that may be on file at any state or local criminal jurisdiction in the State of Georgia.

Name: \_\_\_\_\_  
DOB: \_\_\_\_\_  
Race: \_\_\_\_\_  
Sex: \_\_\_\_\_  
Address: \_\_\_\_\_  
Social: \_\_\_\_\_  
Program Name: \_\_\_\_\_  
Child program: Yes \_\_\_\_\_ No \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR INTERNAL USE ONLY**

Requester: Kate Borden  
Signature \_\_\_\_\_ Date: \_\_\_\_\_  
No Record \_\_\_\_\_  
Record \_\_\_\_\_  
If yes, state charge and convictions:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Affidavit Verifying Status  
for City Public Benefit Application**

By executing this affidavit under oath, as an applicant for a City of Dunwoody, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Dunwoody license/permit for:

1) \_\_\_\_\_ I am a United States citizen **(Must include copy of either Georgia Driver’s License, Passport, or Military ID)**

**OR**

2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\* **(Must include either a copy of your Permanent Resident Card or Employment Authorization Card as well as another form of government issued identification such as Georgia Driver’s License, Military ID, or Passport)**

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**\*Alien Registration number for non-citizens:** \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

Notary Public: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of “alien”, legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

\_\_\_\_\_