



**PARKS &
RECREATION**
CITY OF WASHINGTON

TENNIS COURT RULE AND REGULATIONS

1. Reservations

- a) Tennis Court(s) are available for rent seven (7) days a week. Rental hours are Sunrise to Midnight, with the exception of maintenance and special events.
- b) **General users must relinquish the courts to permit holders.**
- c) Lessee must be twenty-one (21) years of age and must be on-site during the Activity.
- d) Reservations are made on a first-come, first served basis. No oral agreements for use of a Tennis Court shall be valid. Dates will not be “reserved” and reservations are not confirmed until the application has been approved and an Agreement has been signed by the Lessee and the City of Washington.
- e) Permits are required for all Tennis Courts for all organized uses (*practices, clinics, camps, games, tournaments, etc.*). **Lessee MUST have a copy of the permit at the time of the scheduled Rental of the Tennis Court.**
- f) Tennis Courts are available for reservation and use for a minimum of one (1) hour.
- g) Times and dates must be made in blocks for consecutive dates and times unless otherwise approved by the City. Failure to adhere to this policy will result in the Lessee being charged for any gaps in the schedule.
- h) The City reserves the right to schedule more than one (1) Activity, event, league, or tournament at a time, subject to court availability.
- i) Use of the court(s) is non-transferable and no sublet shall be initiated by the Lessee.

2. Fees and Deposits

a) Fees:

- a. Lessee agrees to pay the sum of fifty percent (50%) of the Tennis Court(s) rental amount based upon scheduled usage.
- b. Rental Fees must be paid in advance of the Activity. Additional charges may be assessed for property damages and extended occupancy periods.
- c. The remaining fifty percent (50%) will be invoiced after the season is over. Invoices are due within thirty (30) days of the invoice date.
- b. All fees and deposits will be processed at the time of payment.
- c. A \$25 Non-Sufficient Funds Fee (NSF) will be assessed for returned or cancelled checks.

b) Deposits:

- a. Lessee agrees to pay the sum of five hundred (\$500) Damage Deposit.
- b. Lessee agrees to pay the Damage Deposit at the time of reservation.

3. Emergency

- a) **If you have an emergency, please call Dispatch at (636) 390-1050. The Police will ask to see your Receipt/Rental Agreement.**

- b) There will be an additional minimum charge of \$90 per call out if a Parks employee is called out. Fee will be taken from the Damage Deposit.

4. Refund and Cancellations:

a) Cancellations:

- a) Cancellations made within sixty (60) days of the scheduled rental will be given a full refund.
- b) Cancellations made less than sixty (60) days of the scheduled rental will result in forfeiture of the rental fee.
- c) Advanced payments may be credited to a future date, as long as the schedule permits the Activity to be rescheduled within the same calendar year.
- d) It shall be the Lessee's responsibility to notify the Parks and Recreation Department the following business day if the Court(s) was not used due to severe weather. Lessee may request a different rental date. If the proposed rental date is not available, a refund will be given.
- e) Cancellations can be made via emailing rpeirick@washmo.gov or calling (636) 390-1080.

b) Refunds:

- a) The City shall refund any amount due within thirty (30) days after scheduled Activity.
- b) Any unused portion of the damage deposit may be refunded to the Renter after the Activity usually within thirty (30) days. However, the damage deposit may be held at the discretion of the City for any period of time necessary to determine the full extent of damages.

c) Abusing Policies:

- a) Approval of the Agreement will be granted with the understanding that the City reserves the right to cancel the Agreement, with or without notice, and refund all monies paid in the event the Tennis Court(s) becomes unavailable because of some physical or hazardous condition.
- b) If the Lessee violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate the Rental without notice or refund, and the City may pursue all of its rights and remedies at law or on equity including, without limitation, the right to recover court costs and attorney fees.
- c) The Director of Parks and Recreation and his/her designee reserve the right to refuse the privilege of Renting the Tennis Court(s) due to abusing policies of the Tennis Court(s), Park or City. In addition, any individual/group charged with a second occurrence of abuse may be barred from making future reservations. If Renter violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate without notice or refund.

5. Park Rules

- a) All Park Rule and Regulations apply during Athletic Field Rentals. (*City of Washington Ordinance No. 4295,*) visit www.washmo.gov to view the ordinance.

6. Laws and Ordinance:

- a) All individuals/groups using the Tennis Court(s) shall comply with federal, state, county or local laws including all City of Washington ordinances and all rules, regulations and requirements of the Police and Fire. Fire Lanes must remain open at all times.

7. Tennis Court Use

- a) Tennis Court(s) Occupancy is limited to the amount indicated on the Agreement.
- b) Rental of the Tennis Court(s) ONLY includes the exclusive use of the Tennis Court(s). The Rental of the Tennis Court(s) DOES NOT include exclusive use of the trails, and/or park grounds; nor does it give the Lessee or guest special privileges in any other part of the park.
- c) The Tennis Court(s) are limited to tennis, pickleball and foot tennis. No Skateboards, roller blades, scooters, strollers or pets are allowed.
- d) The Tennis Court(s) may not be used for the operation of business activities, unless specifically approved in writing by the Director of Parks and Recreation or his/her designee.
- e) No open parties or events are allowed. No admission or any other fees may be collected on the premises.
- f) Lessee will be held responsible for all items on the Tennis Court(s). Items missing or damaged will be deducted from the Lessee's damage deposit. For additional charges beyond the Damage Deposit, the Police Department will be contacted.
- g) Lessee will be responsible for all cleanup and all damages to the Tennis Court(s) and/or park during the scheduled rental resulting from their usage.
- h) Lessee is responsible for removing all trash on court(s) and placing it in trash cans.
- i) Lessee is responsible for turning on and off the lights.
- j) Sitting or leaning on the nets is damaging to the nets and straps and is *strictly prohibited*.
- k) Lessee shall observe tennis etiquette at all times and be considerate of players on adjoining courts. All tennis court rules, regulations and courtesies shall be observed.
- l) Tennis Court(s) Gates shall be closed at all times. Non-players MUST stay outside the fence of the court area at all times.
- m) Radios or amplified sound and abusive language are prohibited.
- n) Due to close proximity of the courts, for courtesy and safety, a maximum of six (6) balls shall be used on any court when other people are playing. No chasing balls on other courts while people are playing.
- o) Cleats, heels or hard soled shoes are *prohibited* on the courts. Athletic or Tennis shoes only.
- p) The use of inflatables is *prohibited*.
- q) The hanging and/or placement of banners (*Sponsorship, Advertisement, etc.*) is *prohibited*.

8. Insurance

- a) The Lessee is required to maintain Comprehensive General Liability Insurance in the name of the Lessee, at its sole cost and expense, for the duration of the agreement. The insurance policy must cover, in addition to the general public and any other individual participating in or attending the activity for which the field(s) is rented.
- b) The Lessee must furnish proof of coverage through a certificate of insurance naming the City of Washington as an additional insured along with an endorsement page, three (3) weeks prior to the scheduled Activity.

9. Alcohol & Smoking:

- a) Food and beverages are allowed; however, glass bottles are *PROHIBITED*.
- b) All state liquor laws and regulations must be followed.
- c) When appropriate, the Lessee may be required to procure and maintain, at its sole cost and expense, for the duration of the agreement, Liquor Liability Insurance in the name of the Lessee. The need for this coverage will be based on several predetermined criteria developed by the City of Washington and will be handled on a case-by-case basis. Lessee must furnish proof of coverage through a certificate of Insurance naming the City of Washington as an additional insured along with an endorsement page, three (3) weeks prior to the scheduled event.
- d) Smoking is *prohibited* within twenty (20) feet of all outdoor playgrounds and within ten (10) feet outside the main entrance of buildings.

10. Hold Harmless

The applicant does hereby agree to indemnify the City of Washington, its officers, volunteers, agents, representatives and employees (collectively the "Entities") and save them harmless from any loss, damage or expense arising from the claim or demand or any person to or against said Entities on account of or as a result of the applicant's Special Activity. In case of any action, or actions, or other legal proceedings, shall be brought or instituted against the City or the Entities, the applicant will assume the defense thereof, and will indemnify and save harmless the Entities against all costs, expenses, council fees and judgements resulting therefrom providing said Entities reasonably cooperate with the applicant, its agents, employees and designees in the defense of said legal proceedings or actions.

11. Lessee's Release

- a) All Tennis Court rules are subject to the discretion of the City of Washington. The City of Washington reserves the right to modify or waive any rules as it deems necessary and in the best interest of the city.
- b) Failure to comply with the Tennis Court Rules as well as the City of Washington's Park Rules and Regulations may result in the cancellations of the activity, forfeiture of all fees/deposits, and any forfeiture of the right to use the Court(s) in the future. Permits are revocable at any time for violations of rules, ordinances, federal, State, County or local laws.

Tennis Court Fees

Location: Phoenix Center

<u>Category</u>	<u>General Rate</u>
Day Game/Practice (<i>No lights</i>)	\$5 per hour
Night Game/Practice (<i>With lights</i>)	\$10/per hour
Damage/Key Deposit	\$500

Rates will be raised in conjunction with the Consumer Price Index (CPI) each calendar year.

I have read the above Tennis Court Rules & Regulations and agree to the terms and conditions set forth by the City of Washington Parks & Recreation Department.

Lessee Signature: _____ **Date:** _____

City of Washington Signature: _____ **Date:** _____