

CITY OF DAPHNE
TOURNAMENT APPLICATION & AGREEMENT
DAPHNE SPORTS COMPLEX



APPLICANT INFORMATION

APPLICATION DATE: _____

ORGANIZATION REPRESENTATIVE NAME: _____ DATE OF BIRTH: _____

ORGANIZATION NAME: _____

MAILING ADDRESS: _____

CONTACT PHONE: _____ EMAIL: _____

DSC-EAST COMPLEX ONLY

DSC-WEST COMPLEX ONLY

BOTH EAST & WEST COMPLEX

DSC – T-BALL FIELD ADD-ON *(ONLY available to those who rent the East Complex)*

REQUESTED DATE(S) OF ATHLETIC EVENT: _____

ACTIVITY/EVENT DESCRIPTION: _____

AGE RANGE OF PARTICIPANTS: _____ NUMBER OF TEAMS/GROUP SIZE: _____

INSURANCE PROVIDER: _____

POLICY NUMBER: _____ CONTACT PHONE: _____

REGISTRATION WEBSITE: _____

PARK RULES & POLICIES

Pursuant with the City of Daphne Ordinances 2017-34 and 2014-35, the following Rules and Policies apply to any City of Daphne park, athletic complex or other city facility:

1. All park/athletic activities and events must be scheduled through Daphne Sports & Recreation Department. This includes practices, league play, public open play, special events and/or tournaments. All appropriate forms & agreements must be completed and returned with applicable deposits according to the provided schedule;
2. Insurance – All renters must provide Daphne Sports & Recreation Department with a certificate of insurance with the City of Daphne name as additional insured (General Liability: \$1,000,000 or one (1) million dollars per occurrence and \$3,000,000 or three (3) million dollars aggregate) prior to the start date of the event. Insurance coverage must begin with the first date of the event and extend through the duration of the entire event. Patrons assume all risk of injury, damage or loss sustained on the park premises;
3. Waiver, Release of Liability and Indemnification Agreement – All renters, its patrons/participants and all persons associated therewith shall, at all times, release, indemnify and forever hold harmless and discharge the City of Daphne, its officers, agents, employees, assigns, contributors and or volunteers of/and from any and all claims arising from the rental and/or use of any Daphne Sports & Recreation Department athletic field, complex, park and/or parcel of real property. All renters, its participants and all other persons associated therewith shall also waive any and all rights of subrogation that they might have resulting from any claims or causes of action resulting from participation therein;
4. Concessions are operated by and/or overseen by Daphne Sports & Recreation Department. Any exceptions will be considered on an individual basis;

5. Daphne and the Sports & Recreation Department reserves the right to cancel, suspend or terminate any activity or event upon the occurrence of unsafe conditions, or in the instance that the terms set forth in this agreement is not adhered to by the renter;
6. The possession of alcoholic beverages and/or illegal narcotics is prohibited on City of Daphne property and will be strictly enforced;
7. No smoking/e-cigarettes allowed anywhere on park premises or in any City of Daphne facility;
8. No profanity allowed in City of Daphne parks and athletic complexes;
9. No glass containers allowed in parks and athletic complexes;
10. No pets allowed in parks and athletic complexes;
11. No "soft toss" on fences, "wall ball" on surrounding structures or hitting of golf balls in park/athletic complex;
12. No unauthorized vehicles. No bicycles, skateboards, skates or scooters on pedestrian walkways – only on designated bike paths and/or roadways;
13. No soliciting allowed at a City of Daphne facility/complex;
14. No metal spikes, sunflower seeds, or bubblegum;
15. Tournament Play – Games may not start before 8AM and last game must be scheduled for no later than 8pm. No game may start after 10PM.

ATHLETIC FACILITY RENTAL FEES – TOURNAMENT PLAY

<u>Daphne Sports Complex</u>	<u>Date(s)</u> <u>Requested</u>	<u>Daily Start/</u> <u>End Time</u>
Singe Day Rates:		
5 East Complex or 5 West Complex	\$2,000	
ALL 10 fields	\$4,000	
Multi-Day Rates:		
5 East Complex fields or 5 West Complex fields	\$1,500	
ALL 10 fields	\$3,000	
T-ball Field – ADD-ON	\$250	
<i>Available ONLY to those who rent the East Complex</i>		
Security Deposit (REQUIRED)**	\$250	
<i>**Security Deposit is due upon submission of each application. Applications will not be processed without receipt of Security Deposit, which covers clean up and or damages to the Park and/or Facilities. An inspection of the Park and Facility will be conducted on the business day following the conclusion of the event by Daphne Sports & Recreation staff. If the Facility and/or fields/courts are clean and undamaged, the Security Deposit will be returned to the responsible party/organization. The determination is at the sole discretion of Daphne Sports & Recreation Department.</i>		
Additional Items Requested – Tournament Play:		
Temporary Fencing (Fields 9 & 10 ONLY - 200')	\$50	

CONCESSIONS

- The City of Daphne shall provide concessions based on the number of teams/people expected where applicable.
- No outside food or beverage is allowed, other than team coolers which must be authorized in advance.
- Hours of operation for concessions are 8:00 a.m. – 9:00 p.m. for any booked event (please note that events running past 9:00 p.m. may not have concessions).
- The Organization Representative will be responsible for any other vendor acquiring an approved PRIVATE VENDOR AGREEMENT from Daphne Sports & Recreation.

VENDOR & MERCHANT FEES

Vendors are required to obtain an approved PRIVATE VENDOR AGREEMENT from Daphne Sports & Recreation. Within this agreement, the Vendor must also display/post the Business License on site, and adhere to the City of Daphne Code of Ordinances. Additionally, vendors are required to report and remit their sales tax due to the City, County, and State. For fees and additional information, please call the City of Daphne Revenue Department at 251-620-1250. Note: Failure to submit sales tax will result in civil action and removal of vendor participation at future events in the City of Daphne.

ORGANIZATION REPRESENTATIVE RESPONSIBILITIES

The Organization Representative responsibilities will include but are not limited to the following.

The Organization Representative agrees to:

- Report participant/team registrant numbers as well as their home field location to the Daphne Sports and Recreation for statistical reporting. (Report to Ben Davis at bdavis@daphneal.com).
- Provide hotel code and/or link (to be specified by Daphne Sports & Recreation) to each participating team and/or registration website; and agrees not to partner with a third-party housing bureau.
- Will promote hotels, restaurants, and attractions located within the city limits of Daphne to participants/teams.
- Is responsible for any private vendor acquiring an approved PRIVATE VENDOR AGREEMENT from Daphne Sports & Recreation.

The City of Daphne is not liable for any damaged, lost or stolen items/equipment.

FEE SUMMARY

<u>Item</u>	<u>Amount</u>	<u>Date Received</u>	<u>Check/MO #</u>
Security Deposit (Required)	\$ 250	_____	_____
Facility Rental Fees	\$ _____	_____	_____
Temporary Fencing Fee	\$ _____	_____	_____
Total Due	\$ _____	_____	_____

CANCELLATION POLICY/REFUND POLICY

Cancellations within seven (7) business days of a scheduled event will result in a forfeiture of all fees, including Security Deposit. Cancellations within thirty (30) days of a scheduled event will result in forfeiture of Security Deposit.

SIGNATURE & AGREEMENT

I, _____, a representative of _____, hereby swear and affirm that I have read and completely understand Daphne Sports & Recreation policies and terms of the park permit application and agree to abide by said policies and terms. I also hereby swear and affirm that I will take sole responsibility for the above-mentioned group on the above stated dates and times. Failure to comply may warrant immediate cancellation of the event without refund and possible denial of future reservations.

(Signature, Organization Representative)

(Date)

COMPLETED APPLICATION MUST BE SENT TO BDAVIS@DAPHNEAL.COM FOR APPROVAL. If accepted, the signed approval by Daphne Sports & Recreation will be sent to the email address provided above.

Daphne Sports & Recreation will produce and email an invoice to the email address listed on this application. You may pay by credit card online with a 3% convenience fee, or pay by check or money order made payable to the "City of Daphne". The appropriate fees must be received before event dates will be reserved.

APPROVAL

(Daphne Sports & Recreation Representative)

(Date)

CITY OF DAPHNE USE ONLY

Total Amount Received: _____

Receipt #: _____

Method of Payment (check one):

____ Check (Check #: _____) ____ Money Order (#: _____) ____ Other: _____

Employee Authorization

Date

(version May 2024)