



2025 ATHLETIC FIELD USE AGREEMENT

Permit Number(s):	and any future 2025 rentals TBD.
USER GROUP/Organization Name:	
Athletic Activities:	
Location/Field:	

1. PREMISES

- A. The Owner of the athletic field ("Premises") is the Spokane Parks and Recreation Department (SPRD), Spokane, Washington ("City" or "Director").
- B. The City grants the USER GROUP a non-exclusive license to enter and use the Premises and specified facilities of the Premises as may be needed by the USER GROUP, subject to the terms of this Agreement. The license shall not include use of property, facilities or designated areas of other parties lawfully upon the Premises.
- C. USER GROUP acknowledges it has had an opportunity to examine the Premises, facilities and equipment, and accepts the same in their condition **AS IS**.

2. FACILITY USE

- A. The USER GROUP shall be permitted to use the Premises for scheduled play in accordance with the *Athletic Field Rental Guide* (Appendix A).
- B. The USER GROUP may not store any items on the Premises without the prior written approval of the Director in the form of a memorandum of understanding (MOU).
- C. The USER GROUP may not perform any maintenance, improvements or other work on the Premises unless prior written approval of the Director is granted through a MOU.
- D. Athletic field reservations must be made no later than 5:00 p.m., seven (7) business days prior to the reservation date requested. Late reservations may be accepted at the discretion of the Athletic Field Allocation Office.

3. FEES

- A. The USER GROUP agrees to pay the City the field use fees as established by the Park Board and agreed to between the USER GROUP and the City.
- B. Fees are payable online or by certified check sent to:
City of Spokane Parks and Recreation
5th Floor City Hall, 808 West Spokane Falls Blvd
Spokane, WA 99201
- C. **The reservation and rental fees must be paid within 24 hours of the billed permit, or the requested field(s) will be subject to cancellation and will be released back for open reservations.**
 - USER GROUPS with large reservations may be moved to a monthly billing schedule (identified by the Athletic Field Allocation Office).
**please include your organization name and permit number in the check's memo.*
- D. The USER GROUP will be charged for all field allocations unless fourteen (14) full business days' notice of intent not to use is provided to the City. This means if a group does not use the entire length of its requested booking, it will be charged for the entire length of the original booking, plus any additional time over the original booking that the field is used by a USER GROUP.

- E. USER GROUPS may request changes to their reservation time up to five (5) full business days prior to their scheduled reservation. A request for change will result in a Five Dollar (\$5.00) change fee, per reservation.
- F. If this event charges a gate/admission fee upon entrance the City will retain 10% of the total revenue brought in for admissions by the event.

4. VENDORS

- A. The sale of all food, beverages, and other merchandise is reserved to the City and its assigns, unless otherwise authorized in writing by the Director.
- B. Vendors (food/beverage, merchandise, and others) must get permission and obtain a permit through the Athletic Field Allocation Office.

5. CONTRACT DOCUMENTS

- A. This document, with attachments, comprises the complete agreement of the parties. By signing this document, the USER GROUP acknowledges receipt of these provisions, policies, rules and regulations and all other accommodations which may be listed on the reverse side of this contract and in all attached exhibits. All of the documents listed below must be signed when applicable and turned in prior to the use of any reserved fields. **If these documents are not submitted to the Athletic Field Allocation Office seven (7) business days prior to the start of your reservation, the reservation will be subject to cancellation.**

Documents may include:

- Proof of Insurance (COI)
- General Terms and Conditions
- Concussion and Head Injury Compliance Statement (for USER GROUPS with youth under 18 years of age)
- Snow Removal Policy (November- March)

USER GROUP

Organization Name: _____

Point of Contact/Representative Name: _____

Point of Contact/Representative Title: _____

Signature: _____

Email Address: _____

Date: _____

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

SPRD Division Manager Signature: _____

Date: _____

Pre-approved as to form: Megan R. Kapaun, Assistant City Attorney – November 1, 2024

GENERAL TERMS AND CONDITIONS

1. **LAWFUL USE.** The USER GROUP agrees to comply with all the laws of the United States and the State of Washington, and all ordinances of the City of Spokane, Washington, and the rules and regulations of the City of Spokane Park and Recreation Department that apply to the subject matter of this agreement, for the use and management of the Premises. It is the USER GROUP's responsibility to familiarize itself with these regulations, and solely the USER GROUP's responsibility to adhere to these aforementioned rules.
2. **LIABILITY.** In the performance of this agreement, the USER GROUP is an independent contractor and not an employee or agent of the City. The USER GROUP shall defend, indemnify and hold harmless the City from all loss, liability, damages, claims, suits and actions arising directly or indirectly from any act or omission of the USER GROUP, its agents or employees while performing this agreement.
3. **ASSIGNMENTS.** This agreement is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
4. **DISPUTES.** This agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this agreement or any of its provisions shall be brought in Spokane County, Washington. The City and the USER GROUP agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this agreement, or under law.
5. **ANTI-KICKBACK.** No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the agreement.
6. **NONDISCRIMINATION.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The USER GROUP agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the USER GROUP.
7. **TERMINATION.** Either party may terminate this agreement by fourteen (14) business days written notice to the other party.
8. **SEVERABILITY.** In the event any portion of this agreement should become invalid, the rest of the agreement shall remain in full force and effect.
9. **LAWS, LICENSES AND PERMITS.** The USER GROUP shall comply with all federal, state and local laws and regulations with regard to construction, licenses or permits to do business and all other matters. The USER GROUP shall further comply with standards and recommendations of the state and local health departments in all matters relating to health and sanitation.
10. **INDEMNIFICATION.** The USER GROUP shall defend, indemnify and hold the City, its officers, officials, employees and volunteers from and against all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of Premises or from any activity, work or thing done, permitted, or suffered by the USER GROUP in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City.
11. **INSURANCE.** During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:
 - A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
 - B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement.
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane Parks and Recreation Department as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

- 12. CROWD SAFETY; ACCESS.** The USER GROUP shall not admit to the Premises a larger number of persons than can safely and freely move about in the Premises, and the decision of the Director in this respect shall be final. The USER GROUP will not permit chairs or obstacles in the passageways of the Premises and will keep all passageways and fire exits clear at all times and will further keep clear for public use all sidewalks, grounds, entries, passages, vestibules and abutting streets and ways of access to public utilities of the Premises, except for authorized purposes.
- 13. EQUIPMENT.** Erection of any special apparatus, scaffolding, rigging, or other built-up structures is the responsibility of the USER GROUP, but in order to ensure safety to performers and the public, the apparatus shall be installed according to the specifications and requirements of the City of Spokane Building Inspector and the Director.
- 14. WINTER-USE OF ATHLETIC FIELDS.** All athletic fields except for those with artificial turf will be closed from November through March. Utilities or services are not guaranteed to be available at the artificial turf fields. If permission is granted to USER GROUPS for scheduled play on these fields, portable toilets may be necessary, and arrangements must be made through the Director or designee for their placement. It is the responsibility of the USER GROUP to pay for the usage of the portable toilets on the premises and any snow removal necessary as outlined in Snow Removal Policy.
- 15. ELECTRICITY, WATER, UTILITIES** Unless otherwise specified, the access and use of additional utility needs of the USER GROUP, other than normal facility operations, shall be solely paid for by the USER GROUP. All arrangements must be made by a representative of the City, or an authorized contractor approved in advance by the Director, again at the sole expense of the USER GROUP. Any expense incurred by the City in enforcing this provision shall be paid by the USER GROUP. Equipment and services provided by USER GROUP must comply with all applicable codes, regulations, as well as all pertinent federal, state, and local statutes, and ordinances. USER GROUPS are not permitted to provide their own spider boxes and must use those provided by a licensed electrical contractor or by the City.
- 16. CARE OF THE PREMISES.**
- A. The USER GROUP shall not injure, mark, nor in any manner deface the Premises or any equipment contained therein, and furthermore shall not cause or permit anything to be done whereby the Premises or equipment therein shall be in any manner injured, marred or defaced; and will not drive or permit to be driven nails, hooks, tacks, or screws into any part of any building, improvement or equipment contained therein.
 - B. No signs or posters may be attached or painted on glass surfaces of the Premises by any means, including duct tape or masking tape.
 - C. No advertising or other matter shall be placed or posted in or about the Premises without the Director's written approval.
 - D. The USER GROUP agrees to keep the Premises and facilities clean and safe from damage by employees of USER GROUP or any third parties; including event patrons.
 - E. The City reserves the right to require the USER GROUP to take such reasonable protective measures as the Director may determine necessary to insure the preservation and protection of the Premises, improvements and City equipment.
 - F. The City reserves the right to remove from the Premises any person or persons deemed objectionable by the Director, for the reason they may be causing a disturbance on the Premises or damage to the Premises, improvements, or City equipment.
 - G. In the event of damage or alteration to the Premises, improvements, or equipment, the USER GROUP agrees to pay the City, on demand, such monetary sums needed to fully restore the Premises, improvements, or equipment. Or in the alternative repair the damage, or replace altered or damaged portions, at the City's option.
- 17. TAXES.** In the event the USER GROUP charges admissions, all paid admission events held at the Premises are subject to City, and State admissions taxes. The USER GROUP agrees to be solely responsible for payment of these, and all other pertinent taxes imposed in connection with its holding or exercise of privileges under this agreement.

18. **VIDEO, SOUND, RECORDING, BROADCAST.** All television, broadcast, video or sound recording rights are reserved to the City, but the privileges may be acquired by negotiation with the Director. Any arrangements made in the exercise of rights acquired by the USER GROUP hereunder are at its sole expense and liability.
19. **CANCELLATION POLICY.** Users agree to adhere to the minimum fourteen (14) full business day cancellation policy. If a group ***cancels fourteen (14) full business days prior to*** their scheduled reservation, they will not be subject to paying the rental fee in full. If the USER GROUP cancels inside of the fourteen (14) full business days they will be responsible for paying the full rental reservation fee, unless the reservation was canceled by the Parks department staff due to inclement weather or an “Act of God,” which will be determined by the Spokane Parks and Recreation Department. Users may request changes to their reservation time up to five (5) days prior to their scheduled reservation. A request for change will result in a Five Dollar (\$5.00) change fee, per request.

USER GROUP REPRESENTATIVE INITIALS: _____



CONCUSSION AND HEAD INJURY COMPLIANCE STATEMENT

Organization: _____

The organization has requested and been approved for use of a City of Spokane Parks and Recreation Department athletic field for youth sports activities to be delivered by the organization.

Proof of insurance under an accident and liability policy issued by an insurance company authorized to do business in Washington State covering any injury or damage with at least \$100,000 due to bodily injury or death of one person and at least \$1,000,000 due to bodily injury or death to two or more persons, is on file with the City of Spokane Parks, Recreation Department.

The organization requests the use of City facilities for the purpose of youth sports and/or active recreation programs. The Organization verifies that: (1) it is in compliance with requirements of the Zackery Lystedt Law (RCW 28A.600.190) for the management of concussion and head injuries; (2) it is in compliance with the requirements of the Sudden Cardiac Arrest (SCA) Awareness Act (RCW 28A.600.195).

This compliance statement shall be updated annually.

The organization grants permission to the City of Spokane Parks and Recreation Department to review concussion and head injury acknowledgement forms on file with the organization.

The undersigned is a duly authorized representative of the organization with complete authority to sign this form on behalf of the organization.

Name: _____

Signature: _____

Date: _____



Merkel Snow Removal Policy Agreement

Staff Contacts

Name	Phone Number	Email	Position
Mike Shearer	509-363-5459	mshearer@spokanecity.org	Maintenance Foreman
Maintenance	509-742-8308		On Call Number

Snow Removal Procedure - Each Entity is ultimately responsible for their own event's snow removal

Area	Snow Level	Air Temp Forecast	Removal	Time Estimate	Comments
Dwight Merkel Synthetic Fields 5 & 6	Up to 1"	30+	NO		At this temperature, combined with solar radiation the fields should clear relatively quickly
	1/2" - 1"	< 30	When snow event is over	3 Hours	With a minor amount of snow on the fields & anticipated freezing temperatures snow will be removed to keep ice from building up. This will happen after the snow event is done or after the field rental is finished.
	> 1"	Any temp	When snow event is over	3 - 8 Hours	At depths of 1" or more the snow will be removed after the snow event is done regardless of forecasted temperatures.

WEEKDAYS: 1" or Less	Snow event of 1" or less ends before 1:00 PM fields will be cleared as snow event ends. Special exceptions could made dependent on request, conditions & availability of people to work overtime.
WEEKDAYS: > 1"	Snow event of 1" or more ends before 1:00 PM fields will be cleared by the following day. Special exceptions could made dependent on request, conditions & availability of people to work overtime.
WEEKENDS: 1" or Less	Snow event of 1" or less ends before 1:00 PM fields will be cleared as snow event ends.
WEEKENDS: > 1"	Snow event of 1" or more, dependent on depth & overtime availability scheduled use should plan on being canceled for that day & fields will be cleared by next day.

Snowplow skids are set at a height of 1/2" to keep from damaging the turf. Amounts of snow less than 1/2" will not be attempted to be removed.

Snow Facts and Billing

Estimate on time to clear snow: Depending on the equipment and staff available snow removal for one synthetic surface can take approximately 2.5-5.5 hours in ideal conditions (only freezing temperatures and no falling snow.) More severe conditions will increase the amount of time needed to clear the field. Some examples of these include but are not limited to, more than 2 inches of snow accumulation, continued falling, snow, and ice present below the surface. Please keep in mind that plowing does not occur until the end of a snow event.

Cancellations and Scheduling: We need 48 hours' notice in order to plow for unplanned events or to change the height that we will plow to. The cancellation and schedule policy during the winter months follows are standard policy. Please refer to Spokane Parks & Recreation Department Athletic Field Rental Guide (Appendix A) for further detail.

Billing: Off season use of Dwight Merkel will be billed at a flat rate to each group who uses the fields during this time period. Some costs such as port-a-potties will be billed to all groups; however, costs specifically associated with snow removal will be billed only to those groups who use the turf during the winter months which include November through March. User groups will be billed \$20 / month in addition to their rental fee when they book one or more reservations in a month. This fee will only be added to a permit once a month and will only be for reservations that occur during the designated winter months.

USER GROUP Name: _____

Signature: _____ **Date:** _____

*** This agreement is valid from November – March of the current year

APPENDIX A
SPOKANE PARKS & RECREATION DEPARTMENT ATHLETIC FIELD RENTAL GUIDE

Introduction

The City of Spokane Parks & Recreation Department (SPRD) manages the athletic field scheduling for the City of Spokane to assure quality, maintenance, equitable distribution, and maximum use by the public, and when necessary, protection of fields from overuse.

The following guidelines are intended to assist USER GROUPS when making facility reservations and to guide City staff in resolving conflict that arises with scheduling fields. However, City staff may deviate from these guidelines as determined necessary and appropriate.

Athletic Fields

SPRD manages and schedules play at *Dwight Merkel Sports Complex, Franklin Park, Southeast Sports Complex, & Outlying Park Fields*.

Facility Contact Information

Field Scheduling and Allocations

Carissa Ware- Supervisor

509-625-6208

Email: cware@spokanecity.org

Program Assistant

Kacie Hurtado

509-363-5414

Email: khurtado@spokanecity.org

Facilities Operations and Questions

Mike Shearer

509-363-5480

Email: mshearer@spokanecity.org

Who Needs to Reserve Fields?

- Sports Associations
- Tournament Organizers
- Special Events
- Businesses
- Non-profit organizations
- The Public- (if they wish to have guaranteed space)

How are Athletic Fields Allocated?

Groups requesting rental of athletic fields must complete an Athletic Field Use Application.

****All USER GROUPS must meet all application requirements as outlined within this document. ****

The Park Board has authorized SPRD staff to use Park Board Policies to be the final authority with sole discretion to assign and schedule fields, approve or deny specific requests, and to reassign fields due to extenuating circumstances.

SPRD will do its best to assign fields to USER GROUPS in order to offer the broadest opportunity for participation to City of Spokane residents.

Field Allocation Priorities

In general, tournament or league games will take priority over practices. National, State or Regional Tournament applications will be processed prior to league and practice requests. Past historical performance of the USER GROUP will go into the decision about new allocations (i.e. no outstanding bills...)

Guidelines:

- Spokane Parks and Recreation Department (SPRD) has sole discretion to assign and schedule all fields and shall have the authority to approve or deny specific requests as well as reassign fields due to extenuating circumstances.
- SPRD will set up meetings in which USER GROUPS who have conflicting bookings will meet to resolve issues amongst themselves with SPRD having final authority to resolve disputes.
- SPRD may consider the primary sport the facility was built for in order to resolve/determine conflicting requests.
- SPRD may also consider equitable access for groups representing a variety of sports in order to resolve / determine conflicting requests.

Field Allocation Priority Scale:

1. **Tournaments & Special Events**-If the level or type of tournament changes after approval you must inform our department in writing before changing a date, level, or type of tournament. Violations of this section will result in your tournament selection being terminated or an additional fee being charged.
 1. Department sponsored programs
 2. National sanctioned tournaments
 3. Regional sanctioned tournaments
 4. State sanctioned tournaments
 5. Invitational sanctioned tournaments
2. **SPRD Recreational Programs** take precedence at all facilities. These programs will primarily be general adult and youth recreation sport programs and niche adult or youth recreational sports programs. Niche programs are not currently or historically offered in the community, and it is the intention of SPRD to fill these programming voids when applicable.
3. **Spokane Public School Programs** may supersede other organizations' facility requests many fields in accordance with established joint facility usage agreement.
4. **Recreational Youth Athletic Programs** - no participants get "cut"
5. **Recreational Adult Athletic Programs** - no participants get "cut"
6. **Select Youth Athletic Programs** - participation is by invitation or through a 'try-out' process.
7. **Select Adult Athletic Programs** - participation is by invitation or through a 'try-out' process
8. **Independent of National Affiliate** - sponsored youth or adult athletic programs.
9. **New USER GROUP'S Requests** or "one-time" requests will be dealt with on an individual basis.

SPRD will allocate the majority of fields to USER GROUPS that offer the broadest opportunity for participation to the citizens of Spokane.

Number of field units assigned to USER GROUPS will be based on:

- a. Priority Scale
- b. Number of participants within USER GROUPS.
- c. Total number of requests received.
- d. Field availability.

Field Scheduling Process

1. Existing field allocations will be rolled-over on a quarterly basis - USER GROUPS with historical use will retain or release their Spring/Summer/Fall/Winter field allocations.
2. New field requests are considered using the above priorities and are allocated on a first-come first-served basis.
3. Priority will be given to fields being used for their intended purpose. For example, a baseball field will be given to a baseball USER GROUP over a soccer USER GROUP if there is a conflict and no prior historical use exists.

Application Requirements

1. An annual application fee of fifty dollars (\$50) will be charged to the USER GROUP upon submitting the application or a request.
2. A Certificate of Insurance with proof of required coverage through duration of the reservation period must be provided at time of application.
3. Athletic Field Use Applications or other required documents that are incomplete, not received or received after the deadline will not be considered in the “priority-scale” but will be considered on a first-come first-served basis.
4. USER GROUPS are required to identify a current and reliable contact person and must update SPRD of any changes to this contact person.
5. Youth USER GROUPS or any group with participants younger than eighteen (18) years of age must sign and submit the Head Injury Concussion Law form sent out by SPRD.
6. Specific Tournament/Special Event requests must be made through a separate [Tournament / Special Event Request Form](#) (see “tournament requirements”)

Insurance Requirements

1. USER GROUPS shall secure and maintain, at no expense to the City of Spokane, a comprehensive general liability policy issued by one or more companies authorized to provide insurance in the State of Washington. Under such insurance:
 - a. The City of Spokane shall be identified as an additional named insured.
 - b. Required Liability Limits (minimum):
General Liability: \$1,000,000 (and aggregate of \$2,000,000)
Umbrella: \$1,000,000 (if aggregate is not met)
 - c. Required If Applicable Liability Limits:
Automobile Liability: \$1,000,000
Workers Compensation Insurance: if required by the Department of Labor and Industries.
(NOTE: A non-profit company is not exempt.)
 - d. Must use this address for Certificate Holder:
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99210
2. Field Use Agreements require insurance verification **seven (7) business days** prior to the start of the reservation, or the reservation will be subject to cancellation. The USER GROUP shall, file with the City of Spokane certificate(s) of insurance showing insurance coverage in force prior to start of field use or activities.
3. SPRD reserves the right to require additional insurance and/or additional fees depending on type of activity planned.

Tentative Timeline for Field Allocations

1. SPRD proposes next year’s fees to the Park Board Recreation Committee at the June Recreation Committee Meeting (USER GROUPS encouraged to attend).
2. SPRD proposes/reviews next year’s fees to Park Board at the July Park Board Meeting (USER GROUPS encouraged to attend).
3. Park Board approves next year’s fees at the August Park Board Meeting (USER GROUPS encouraged to attend).
4. Tournament and Special Event Field Use Applications are due by the October 15th of the year prior to the event year.
5. USER GROUPS may be asked to meet with SPRD to resolve requests where a conflict exists.
6. Field allocations will be sent to each USER GROUP following the Allocation Request Dates below.
7. Field Use Agreements must be signed and returned within seven (7) business days prior to the start of the first reservation. If the USER GROUP fails to sign/return promptly, the reservation may be cancelled.

Allocation Request Dates:

REQUEST ARE DUE ON	DATE RANGE OF REQUEST
January 15 th of current year	Spring Season (April – June)
March 15 th of current year	Summer Season (July- August)
June 15 th of current year	Fall Season (September – October)
August 15 th of current year	Winter Season (November – March)
October 15 th of current year	Tournament Requests for the next year

Field Scheduling Policies

Requests for an Athletic Field must be made a minimum of **seven (7)** full business days prior to use.

Payment:

- Once a permit is sent, **payment** is expected within **twenty-four (24) hours**. Failure to pay within twenty-four (24) hours of the billed permit means the athletic field(s) requested will be subject to cancellation and will be released back to open for first-come-first-served reservation. Users requesting more than ten (10) reservations may be moved to a monthly billing schedule (identified by the Athletic Field Allocation Office).
- All field allocations will be charged to the USER GROUP whether used or not. This means if a group does not use the entire length of their requested booking, they will be charged for the entire length of the original booking, and/or any additional time over that is used.

Cancellation/Change/Refund:

- A **refund** of fees shall only be made if a written notice of **cancellation** is received by the Athletic Field Allocation Office a minimum of **fourteen (14)** full business days prior to the date of the reservation. With the exception of Inclement Weather (see below).
- Athletic Fields booked or cancelled within **fourteen (14)** full business days are not eligible for refunds and the USER GROUP will be responsible for paying the full reservation fee, including applicable fees.
- USER GROUPS may request **changes** to their reservation up to **five (5)** full business days prior to their scheduled reservation. A request for change will result in a Five Dollar (\$5.00) change fee, per each reservation. Changes do not include cancellation of use.

Inclement Weather:

- The Athletic Field Allocation Office will allow cancellations and a full refund if the air quality index is at or above an AQI of 151 (www.airnow.gov), or an “Act of God,” which makes the fields unplayable as determined by SPRD/Maintenance Staff. Refund requests must be made in writing no later than **three (3) days** after the reservation date to qualify for refund under these terms.

Field Playability:

- SPRD will also reserve the right to limit the amount of scheduled and non-scheduled play on athletic fields during any given season to prevent excessive damage to the field. The determination to rest a field and begin restorative activities will be at the discretion of the Maintenance Department.

Field Closure/Rainouts

- During periods of inclement weather, field closures will be determined by maintenance personnel before 2:00pm daily. If maintenance personnel are unable to make a definitive determination to the playability of the field, it will be up to the umpire, referee, or other authority officiating a game to make the call if the field conditions are playable. Closures may result from poor playing conditions that could cause safety hazards for the public.

Damaged property that could result in excessive repair work to bring the field back to a playable condition may result in a field closure.

It is the USER GROUP'S responsibility to obtain field closure information.

If a field is closed, no practice is allowed.

Restrooms:

- **Park restrooms are open full time Memorial Day through Labor Day (barring vandalism etc.). USER GROUPS will be required to supply their own portable restrooms in areas a restroom is not available or pay for the cost of the portable restrooms.**
- **Portable Restrooms must be placed in an agreed upon location, maintained by the USER GROUP, and secured with a padlock.**

Field Maintenance:

- If a USER GROUP requests work to be completed for their reservation(s) outside of the normal scope of work of our field crew. The additional materials will be paid for in full by the USER GROUP making the request. City Staff will determine the cost as well as determine if the request requires additional labor above and beyond our labor incorporated into our field fees. Additional labor charges may be charged back to the user per the discretion of the Field Maintenance Foreman.

Field Use:

- Grass athletic fields will be available for use, weather permitting, approximately April 1st through October 31st. Synthetic turf fields may be available year-round depending on the ability of SPRD to ensure adequate field safety and performance of proper turf & facility maintenance. See "Dwight Merkel Winter Use" below.
- Each USER GROUP will schedule their own games & practices according to the number of field units they have been assigned.
- USER GROUPS must release any of their field reservations that they are not planning on using within fourteen (14) full business day prior to the reservation. If a USER GROUP is found with unused booked space three times within a calendar year, that allocation will be dropped and will be released back to the public for reservations.
- **Trading between USER GROUPS is not allowed.**
- **USER GROUPS may not "sub-lease" their approved fields.**
- **Only one USER GROUP will be scheduled per field to ensure adequate field safety and maintenance.**
*** SPRD does not permit/authorize more than two teams on an athletic field at a time.**

Fall & Spring Usage – Daylight Restrictions

Permits on non-lit fields will not be issued past certain times in the Spring/Fall Seasons due to daylight.

Spring cut-off times	Fall cut-off times
April 1 st -15 th only until 7pm	September 1-17 no later than 7pm
April 16 th -30 th only until 7:30pm	September 18-30 no later than 6:30pm
May 1 st – onward can go 8pm or later	October 1-15 no later than 6pm
	October 16 – 31 no later than 5:30pm

- After these end times the city does not permit usage of City owned fields used for athletic purposes.
- For any lighted fields, lights will be scheduled and billed fifteen (15) minutes prior to your reservation and fifteen (15) minutes after the conclusion of your reservation.

Payment Policies

- All applications/USER GROUPS will be charged a non-refundable annual application fee of \$50.00.
- If field rental fees become past due, SPRD will implement a deposit equal to or greater than 25% of all future field use fees for the year.
- Users who request ten (10) or fewer field reservations will be required to pay for their reservation request within 24 hours of receiving their permit. If payment is not received, the reservation is subject to cancellation.
- Users who request eleven (11) or more field reservations and are identified by the Athletic Field Allocation Office as a qualifying USER GROUP, will receive a monthly invoice sent out by the accounting department. Payments will be due on the last day of the month for the prior month's usage.
- Payments not received within the allotted time will affect future USER GROUP requests.
- Fees are subject to change based on increased field maintenance costs.

Winter Use (Dwight Merkel Turf Fields)

- Winter use of fields (November-March) will be limited to Dwight Merkel's two artificial turf fields.
- Turf time must be booked according to the schedule below.

November, December, & January						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
2pm-4pm	2pm-4pm	2pm-4pm	2pm-4pm	2pm-4pm	8am-10am	8am-10am
4pm-6pm	4pm-6pm	4pm-6pm	4pm-6pm	4pm-6pm	10am-12pm	10am-12pm
6pm-8pm	6pm-8pm	6pm-8pm	6pm-8pm	6pm-8pm	12pm-2pm	12pm-2pm
8pm-10pm	8pm-10pm	8pm-10pm	8pm-10pm	8pm-10pm	2pm-4pm	2pm-4pm
					4pm-6pm	4pm-6pm
					6pm-8pm	6pm-8pm
					8pm-10pm	8pm-10pm

Dwight Merkel Booking Blocks: February & March						
(This schedule begins once high school soccer starts – mid to late February)						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1pm-3pm	1pm-3pm	1pm-3pm	1pm-3pm	1pm-3pm	8am-10am	8am-10am
3pm-5:30pm	3pm-5:30pm	3pm-5:30pm	3pm-5:30pm	3pm-5:30pm	10am-12pm	10am-12pm
5:30pm-7:30pm	5:30pm-7:30pm	5:30pm-7:30pm	5:30pm-7:30pm	5:30pm-7:30pm	12pm-2pm	12pm-2pm
7:30pm-9:30pm	7:30pm-9:30pm	7:30pm-9:30pm	7:30pm-9:30pm	7:30pm-9:30pm	2pm-4pm	2pm-4pm
9:30pm-11pm	9:30pm-11pm	9:30pm-11pm	9:30pm-11pm	9:30pm-11pm	4pm-6pm	4pm-6pm
					6pm-8pm	6pm-8pm
					8pm-10pm	8pm-10pm

City of Spokane Parks and Recreation Athletic Field Use Fees

2025 Approved Field Fees		
Facility Name	Type of Use	Per Hour Fee
Dwight Merkel Sports Complex	Diamond	\$32.00
	Turf	\$57.00
	Grass	\$37.00
Southeast Sports Complex	Soccer Field	\$27.00
Franklin Park	Diamond	\$21.00
	Soccer Field	\$25.00
Lights: All Complexes	Light fee (per hour)	\$18.00 * SPRD reserves the right to adjust the cost of lights per hour based on the increase or decrease of utility costs.
Outlying Parks	Athletic Field	\$4.00
Sports Field Improvement Fee (SPIF) * This fee is put into a dedicated fund to be spent solely on improvements and maintenance for sports fields.	Sport Complex (Dwight Merkel, Southeast, & Franklin Park)	\$6.00 / Per Booking
	Outlying Parks - \$1 Per Hour	Included in Hourly Fee

Tournaments			
Dwight Merkel	Type of Use - Diamonds	Time Slots	Fee
	Full Day (avg > 7+ hours)	8am-11pm	\$2,100.00
	Half Day (avg < 7 hours)	8am-3pm; 3pm-11pm	\$1,100.00
	Type of Use- Grass/Turf Fields	Time Slots	Fee
	Full Day (avg > 7+ hours)	8am-11pm	\$3,000.00
	Half Day (avg < 7 hours)	8am-3pm; 3pm-11pm	\$1,500.00
Franklin	Type of Use - Diamonds	Time Slots	Fee
	Full Day (avg > 7+ hours)	8am-11pm	\$1,800.00
	Half Day (avg < 7 hours)	8am-3pm; 3pm-11pm	\$900.00
Tournament Deposit Fee		Applies Toward Tournament (non-refundable)	\$350.00/Tournament/Complex
RV Parking		Approved Tournaments at Dwight Merkel Only	\$52.00/Night

Other Miscellaneous Fees

Type	Notes	Fee
Annual Application Fee	Non-Refundable	\$50.00/Organization
Reservation Change	Per Change	\$5.00
Fence Rental	Per Field	\$95.00
Turface	Beyond First 5 Bags	\$17.00/Bag
Extra Field Prep	Per prep/Field	\$52.50
Dwight Merkel Shelter	2 Hours Minimum	\$30.00/Hour
Admissions	Gate Fee	10% of Gate
Tennis/Pickleball Courts (Comstock & Mission only)	Per Court/Per Hour	\$3.00

General Rules and Regulations

The following rules and regulations are in place to preserve the integrity of the fields for the best interests of all users. SPRD reserves the right to immediately terminate the use of fields and the USER GROUP agrees to immediately vacate the premises upon notification of termination. Failure to comply with these rules and regulations may jeopardize USER GROUP'S future use of SPRD Athletic Fields.

- Authorized USER GROUP representatives are directly responsible for informing their team coaches/representatives of all SPRD policies regarding use of athletic fields.
- SPRD reserves the right to require police or other security supervision for any event booked. Security requirements must be met and confirmed prior to the event date. Cost of police or other security supervision will be charged to field user.
- SPRD is not responsible for any personal property loss, damage to vehicles, etc.
- Users, its members, guests, and invitees will show respect and sportsmanship towards SPRD staff, officials, opposing team(s) and spectators.
- USER GROUPS may not use athletic fields unless pre-scheduled.
- There is to be no scheduled play at SPRD sports complexes before 6:00 am or after dusk on unlighted fields and no use after 11:00 p.m. on lighted fields.
- USER GROUPS must vacate fields and dugouts upon the conclusion of their scheduled play.
- Additional rules and regulations may be required for a specific athletic field or facility.
- USER GROUPS should make necessary changes, amendments, or alterations to their rules and regulations concerning games stopped due to time regulations.
- Climbing on fences is prohibited.
- Golf is prohibited from being played on all athletic fields at all times.
- All other Standard Park Rules and/or City of Spokane regulations apply while on park property. These can be found on our web page at: <https://my.spokanecity.org/parks/rules/>

Food/Beverage:

- Alcoholic beverages are not allowed in any SPRD athletic field or facility except by special license and approval by SPRD staff.
- All forms of tobacco - including vaping are strictly prohibited.
- Shelled Seeds (sunflower, pistachio, peanut, etc.) are strictly prohibited.

Maintenance:

- SPRD maintenance will complete all field maintenance. USER GROUPS will not be allowed to drag, rake, add field drying agent ("Turface") or line any part of athletic fields unless assigned under the terms of an MOU agreement with the Director.
- USER GROUPS must leave the park/facility in satisfactory condition (clean and free of damage). All litter and garbage must be disposed of properly. USER GROUPS damaging city property will be held responsible for the cost of repair, replacement, or clean up.

Vendors/Event Coordination

- No private vehicles may be driven in the complexes. Any materials or items that need to be delivered should be scheduled with the operation or maintenance staff prior to the event.
- Users, its members, guests and invitees, shall not solicit, sell or provide goods and/or services on the premises (premises to include all facilities including parking lot areas), without written permission from SPRD.
- USER GROUPS must inform SPRD of any special equipment (dunk tanks, horse rides, concession stands, music stages, etc.) that might be used during your event.
- USER GROUPS requiring use of electrical power/water (if available) will be assessed an additional fee. Electrical hook-up for amplification of music (of any kind) requires permission from SPRD.
- Amplified sound must be kept at a reasonable volume. Any complaints from the surrounding neighborhood will void all amplified sounds from your event or future events.
- USER GROUPS need approval for any tents, signs, banners, posters etc. they would like to put up from the SPRD. Nailing or stapling of schedules, banners, posters, etc. to any part of facility is prohibited. USER GROUPS may use tape, string, rope, or other approved items. Items must be removed at the conclusion of event.
- Other users during your scheduled event may share event parking.

Baseball/Softball:

- Use of peripheral items or equipment such as scoreboard controls or P.A. systems is permitted by special request only. All special requests must be made with SPRD staff in advance. Authorized and trained personnel only can conduct use or operation of any peripherals.
- No hitting into fences with baseballs or softballs (whiffle-balls and/or tennis balls are allowed).
- Standing on dugout benches is prohibited.
- Baseball/Softball fields WILL NOT be lined for practices, bases may be provided. (Must inform the Athletic Field Allocation Office which allocations are practices, and which are games).
- Teams will not be allowed to warm up or take infield while maintenance crew personnel are prepping the infield.

Soccer:

- USER GROUPS must check soccer goals to make sure they are secure before they are used. If they are unsecure, they must bring it to the attention of SPRD Operations staff immediately.
- Soccer goals and equipment will be left at the field/complex it is assigned to. SPRD will not transport equipment to another field/complex.
- Soccer fields will be lined, and goals positioned for a full-size soccer field. Any modifications to the size of soccer field must be made by the USER GROUP.

Tournaments/Special Events

****A non-refundable field reservation fee of \$350 is required with each tournament application per facility the tournament is requesting to reserve. This fee must be paid to the City of Spokane at the time of applying for your tournament(s), which will be applied towards final tournament cost. If the tournament is cancelled for any reason, the \$350 reservation fee per complex reserved is not refundable.***

All tournaments that run over the allotted time, may not have the ability to finish the tournament. All tournaments running past the allocated time will be charged additional fees.

In order for future tournaments to be considered, the tournament organizer must meet the following requirements:

- Pay all fees for your concluded tournament within seven (7) days of receiving billing from the SPRD.
- You performed within the scope of your tournament application and did not cancel the tournament. Cancellations decided by the SPRD will be allowed to roll forward the field reservation fee.

Tournament Requirements

In addition to the General Rules and Regulations, USER GROUPS sponsoring tournaments must adhere to specific tournament policies.

If the level or type of tournament changes after approval you must inform our department in writing before changing a date, level, or type of tournament. Violations of this section will result in your tournament selection being terminated or an additional fee being charged.

Revenue Distribution

Revenues from individual events at the Dwight Merkel Sports Complex, Southeast Sports Complex, and Franklin Park Complex are shared between The City and the Promoter or Tournament Director.

The City Retains:

- 100% of the fee charged to permitted merchandise or food vendors
- 10% of gross admissions

The Promoter may retain:

- 100% of any event-day sponsorship revenue
- Admission fees may be charged. You must request, in writing, the dates of the tournaments when you wish to charge a gate fee. SPRD will then issue a written approval for your tournament(s). You must have the written approval with you at the tournament(s) to provide verification. All persons must be allowed access to the concession stand, even if they refuse to pay the admission fee. The city will retain 10% of gate sales. You will be required to provide documentation of ticket sales.
- SPRD administers food concession and merchandise vendor sales. All concessionaires must have a signed contract with SPRD.
- SPRD reserves the right to charge for parking where applicable at any and all tournaments. Tournament organizers have the option of paying an additional car fee to SPRD in order to secure free parking. This includes fee for RV parking.

Baseball/Softball Tournament Field Maintenance

Baseball/Softball Fields will be maintained throughout the tournament to the best of the field maintenance staff's capabilities. Tournament directors are required to work with the field maintenance staff to schedule maintenance breaks throughout the day.

- **Full Prep** is machine dragging the entire infield, watering, and re-chalking.
- **Half prep** is defined as work done on pitcher's mound and batter's box along with any unsafe areas to include a quick raking, water spray and chalking.

Maintenance must have at least 15-30 minutes (1/2 prep and full prep, respectively) per field between games.

Park maintenance personnel have the final authority regarding the playability of the fields. Park staff will consult with the umpire-in-chief and the tournament director regarding the playability of fields during inclement weather. When innings are in progress, the umpire will make the decision to continue or stop play.

Maintenance personnel will be scheduled to staff the fields during the course of the tournament at department-established levels.

The tournament director is responsible for assisting field maintenance personnel to keep participants off the playing field when the maintenance is taking place. Infield play or practice is prohibited during maintenance breaks for the safety of employees and participants.

Field maintenance standards include, but are not limited to:

- Dragging the infield and raking around the bases
- Watering the infield
- Chalking lines and boxes
- Resetting bases and pitching rubbers

The tournament director will be charged for using more than 5 bags of field conditioner per field, per day to continue field playability. The tournament director will be charged \$17 per additional bag of field conditioner used at the request of the tournament director.

Facility maintenance will be provided during the course of the tournament. Facility standards include, but are not limited to:

- Restocking and cleaning restrooms every two hours or as needed
- Empty garbage cans when full or as needed
- Pick up litter and trash around grounds every two hours

Tournament Game Schedule

A tournament schedule outlining start and stop times per fields is required and must be submitted to the Athletic Field Allocation Office by 5pm eight (8) business days prior to the starting date or a \$50 fee will be charged. An additional \$25 / day fee will incur for each day the schedule is not turned in thereafter. If your tournament starts on a Saturday, your schedule needs to be submitted to the department by 5pm on the Tuesday of the week prior.

You are required to provide this schedule in writing and in the desired format of the department. Changes after this deadline will result in other fees, charged to the Tournament Director(s). You may email your schedule to:

cware@spokanecity.org

- Games will not be scheduled to start earlier than 8 a.m.
- Games must be completed no later than 11:00 PM. There are no exceptions due to a City of Spokane Park Ordinance.

- Two tournaments at the same complex will be considered to be scheduled on the same day.
- When SPRD league play is scheduled, there will be field preps at a minimum of every three (3) games by the SPRD maintenance department.
- On days where SPRD league play is scheduled, tournaments are required to be off of all fields by 4:30pm. Exceptions are at the discretion of SPRD; tournament directors will receive written notification if approved.
- Tournament directors are responsible for informing all teams, coaches, officials and participants of City of Spokane policies, procedures, rules and park regulations. Failure to comply may result in the denial of further use of facilities or the cancellation of scheduled events.

Recreational Vehicle / Over-Night Parking

Overnight parking is prohibited without a permit. A limited number of overnight, dry RV parking spaces are available at Dwight Merkel Sports Complex for select events.

To register for a RV spot at Dwight Merkel Sports Complex please go to <https://secure.rec1.com/WA/spokane-wa/catalog?filter=bG9jYXRpb25bMzY2NjldPTE>. OR you can call (509)755-2489 M-F between 7am-6pm

FAQ's:

- 2025 Cost is \$52 per night
- Dry camping (no hook ups)
- There are no official check-in/check-out times, however we ask you to check in/out at reasonable hours
- All spots require pre-reservation 3 days prior (no drop-in) and are non-refundable.

Please print your emailed receipt/permit and place on your vehicle's dashboard.

Anyone who does not adhere to these guidelines may be towed at the owner's expense or may be locked within the complex during normal closed hours.

*I have read and understand the **Athletic Field Rental Guide (Appendix A)** and will abide by its policies for the 2025 Field Use year.*

USER GROUP Representative Name: _____

Signature: _____

Date: _____