

GENERAL RULES AND REGULATIONS
PARKS (RAMADAS/FIELDS)

EACH RAMADA HAS LIMITED ELECTRICAL POWER AVAILABLE. ELECTRICAL OUTLETS PER RAMADA VARY. IF YOU ARE CONCERNED REGARDING YOUR ELECTRICAL NEEDS PLEASE CONTACT OUR OFFICE AT 777-1121.

1. Agreements for use of facilities shall be issued at the Recreation Services Office, 824 E. Gurley St., Prescott. Use of facilities will be permitted in the following priority:

- A. Programs sponsored by the Recreation Services Department
- B. Co-sponsored programs
- C. All others based on reservation

2. All persons shall be offered the opportunity to participate in all association's programs regardless of age, race, color, national origin, religion, handicap, or other factors.

3. Facility Condition:

A. No construction, removing of fixtures, taking down of fixtures or equipment, alterations, or decorating may be done on City property/facilities without such agreement being determined on facility rental agreement.

B. Each individual/group/organization shall be responsible for clean-up around the use area, to include tables, grounds included in rental agreement, garbage in designated receptacles, everything else brought in to be removed. Clean-up should be completed by the end time stated on your invoice. Forfeiture of the security deposit may occur if premises are not vacated by the end of the reservation. If clean-up is not complete, your deposit may be forfeited.

C. A damage/security deposit (stated on the facility rental agreement) for all ramada usage will be charged. User will pay for all damage/clean up, when appropriate, as determined by the Maintenance Superintendent. **Cancellations, for any reason, on pre-paid Reservations must be made NLT 48 hours before the scheduled date and time of the event for a full refund. Any cancellation after that will result in forfeiture of the security deposit.** Payment of the entire rental cost plus the entire amount of deposit shall accompany the facility rental agreement. Payments must be in the Recreation Services Office a minimum of ten (10) days prior to the reservation date.

D. User hereby assumes and shall bear the entire risk of loss and or damage to the facility and/or equipment of the Recreation Services Department. In the event of loss or damage of any kind to a facility or equipment, user shall place the same in as good a condition as when received or replace same with equal or better to the satisfaction of the Director of the Department.

E. The City of Prescott Recreation Services Department makes no warranties, either expressed or implied, as to any matters whatsoever, including but without limitation, to the condition of its premise or equipment.

4. The City of Prescott is exempt from any and all liability for any damage or injury to person or property caused by or resulting from any condition of the property managed by the City of Prescott Recreation Services Department or from any other cause or happening whatsoever, unless damage or injury be caused by or be due to the negligence of the City of Prescott. As to liability for any damage or injury, the user shall indemnify the City of Prescott against and hold the Prescott Parks & Recreation Department harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees arising out of or in connection with User's possession of Recreation Services Department facilities and/or equipment.

A. In the event the City of Prescott needs to sue to enforce any aspect of this agreement, a court, sitting without a jury, shall award the Recreation Services Department responsible attorney's fees in connection with said suit.

B. Any breach of this agreement can cause the Recreation Services Director to refuse service to any individual/group/organization at any time.

5. The City of Prescott Recreation Services Department reserves the right to require proof of insurance for certain activities.

6. Alcoholic beverages consumed on property managed by the Recreation Services Department must be done so in accordance with applicable City of Prescott ordinances and state law. **Beer and Malt Beverage Only.**

7. Special admission fees for games/functions/tournaments/special events in exception to standard rates may be charged with consent from the Recreation Services Department.

8. Sports events, music festivals, pageants, re-enactments, regattas, entertainment, public assemblies, demonstrations and the like, characterized as public spectator attractions, are prohibited unless given written permission or scheduled by the Director or their agent.

9. It is **MANDATORY** that every inflatable, tent, carnival, or amusement device be rented by a licensed vendor who can provide proof of insurance naming the City of Prescott as the additional insured. If an inflatable, tent, carnival or amusement device requires the device to be staked into the ground you must contact the Recreation Services office to make arrangements to meet with park officials on proper placement of the stakes. Water barrels and/or concrete barriers are the preferred method of securing. **Waterslides and/or water dunk tanks are permitted, upon special approval of the Director. Fees will apply for water usage at \$25 per day. A refundable deposit of \$20 will need to be paid for the water key.** It is the renter's responsibility to provide a generator for power to inflatable, carnival or other amusement devices.

10. No person shall use or cause to be used a loud speaker system or any other means of amplifying sound without a special permit issued by the Director or their agent. No person shall cause or permit any loud noise or sound in volume or character which would tend to disturb the peace of people who are legally occupying other portions of the park or residents or neighborhoods adjacent to the park.

11. Ball field rentals will not include field maintenance (lining/dragging) or lights unless prior arrangements are made. Lining and/or dragging along with lights will incur additional maintenance fees.

12. Goldwater Lake, Watson Lake and Willow Lake Parks require a parking fee of \$5.00 from each vehicle entering the park. Reservations at these locations will be given a pre-pay discount of \$4.00 per vehicle or guests may pay \$5.00 at the gate. All vehicles are required to display the parking receipt in plain view in their vehicle per City Ordinance #4753-1104. Violators will be subject to a parking citation. **Any vehicle left unattended after park hours will be towed.**

13. No pets are allowed on athletic fields. Dogs must be on a leash as specified in City Code Section 15-1-15.