

Athletic Facility Reservation Policy

Effective Date: March 11, 2024

PURPOSE

To establish policies and procedures governing the use of athletic facilities maintained and managed by the City of Fresno.

The purpose of this policy is to help further Measure P through the Youth and Senior Recreation Programs; as well as the goals of the Parks Master Plan by guiding access, reservations, and use of the City's athletic facilities by residents, community organizations, businesses, and nonresidents and provide equitable and reasonable access to public facilities.

POLICY

Adults and children of all ages can enjoy our variety of athletic facilities. The City of Fresno offers athletic facilities across 42 park locations with multi-use fields, multi-surface courts, gymnasiums, and more.

Reservations are required for exclusive facility use and encouraged for any repetitive, organized use of athletic facilities maintained or managed by the City. Exclusive use of a facility requires making a reservation and is subject to fees, security deposits and insurance requirements. Reservations will take priority over non-reservation use including drop-ins. No person or group shall interfere with the use or activity of any area assigned to another group or person that has a reservation.

Applicant/representative is responsible for all activity conducted during the reservation period by teams, observers, parents, coaches, coach assistants, referees, umpires, friends, families, visitors, etc., Applicant must be accessible throughout the application process and present during at all times and dates of event reservation.

There are two types of athletic facility reservation requests: occasional reservations and advance reservations.

1. OCCASIONAL RESERVATIONS

The goal of this provision is to ensure that reservations are used only by occasional users and not leagues or programs. Leagues or programs should follow the advance reservation process. Insurance is not required for occasional reservations although standard reservation waivers are required (Appendix A). Any individual or group found to be booking occasional reservations to avoid making an advance reservation will be subject to corrective action and cancellation.

Who Can Reserve

Individuals playing with friends or family. This is not for leagues or programs. Applicant or nonprofit representative must be at least 18 years of age or older.

What Can You Reserve

Any regional or neighborhood athletic facility that has availability at the time of reservation. Any individual may reserve no more than twice per month.

Facility Type	Reservable Days	Reservable Hours	Reservation Time Slots
Outdoor Courts	All days	8:00am - 9:00pm	1 hour slot
Indoor Gymnasiums	All days	8:00am - 9:00pm	2 hour slot
Diamonds	All days	8:00am - 9:00pm	4 hour slot
Grass Fields	Thursday - Sunday	8:00am - 9:00pm	4 hour slot

When to Reserve

Same day reservations may be available for athletic facility reservations. Same day reservations accept facilities as is. Reservations requiring site preparation must be made at least 72 hours in advance but no more than 4 weeks in advance.

How to Reserve

You may reserve online at www.parcsonline.fresno.gov, call 559-621-PLAY (7529), or in person at Dickey Youth Center at 1515 E. Divisadero Street, Fresno, CA 93721.

2. ADVANCE RESERVATIONS

The goal of this provision is to ensure that reservations are confirmed in advance, to organize recurring or planned activities. In accordance with FMC Sec. 5-502, written permission from the Director is required prior to many activities within the limits of any park including but not limited to selling any tickets for a performance or activity, seeking contributions for a performance or activity, selling merchandise or other articles, etc.

Insurance

Advance reservations may be required to provide insurance that meets the City’s insurance requirements. Insurance requirements can be found in Appendix B.

Who Can Reserve

Advance reservations are for leagues (regular practice and games), tournaments, clinics, programs, special events, or for activities that collect revenue. Applicant or nonprofit representative must be at least 18 years of age or older.

What Can You Reserve

Any regional or neighborhood athletic facility that has availability.

Facility Type	Reservable Days	Reservable Hours	Reservation Time Slots
Outdoor Courts	All days	8:00am - 9:00pm	1 hour slot
Indoor Gymnasiums	All days	8:00am - 9:00pm	2 hour slot
Diamonds	All days	8:00am - 9:00pm	4 hour slot
Grass Fields	Thursday - Sunday	8:00am - 9:00pm	4 hour slot

When to Apply

Advance reservations can book recurring reservations for three months at a time. Advance reservation applications shall be submitted quarterly. The Department will review all requests and approve field reservations in accordance with the 'Review Process and Allocation of Facilities' section of this policy.

It is highly recommended that you submit your requests in accordance with our deadlines. Any "late" requests submitted after the quarterly deadline will be processed on a first come first serve basis and will be subject to availability.

Reservation Dates	Applications Open	Deadline for Consideration	Response to Applications
October 1 through December 31	June 15	July 15	August 15
January 1 through March 31	September 15	October 15	November 15
April 1 through June 30	December 15	January 15	February 15
July 1 through September 30	March 15	April 15	May 15

How to Apply

You must complete an athletic facility reservation application online to reserve fields, courts, or other city facilities for athletic use in City of Fresno's parks or facilities for advance reservations. If you need assistance with the online application, you may call 559-621-7529(PLAY) or visit Dickey Youth Center at 1515 E. Divisadero Street, Fresno, CA 93721 between 8:00am – 5:00pm.

Advance Reservation Application Link: <https://www.surveymonkey.com/r/8J83YC8>

Review Process and Allocation of Facilities

All requests submitted within the one-month window are reviewed together, scored and ranked by the criteria, and then fields are either allocated or denied by the response deadline. If two or more applications receive the same score a lottery selection will be used to determine which request will be selected.

The City has the right to limit field reservations per customer. If requesting to reserve multiple fields, the requestor will be asked to rank them in order of priority. To further the purpose of Measure P and the goals of the Parks Master Plan; Youth and Senior Recreation Programs may take priority over other requests.

The Department will follow the criteria below when reviewing requested dates and potential scheduling conflicts. Allocations will be made based on total score using the following scoring criteria:

Scoring Topic	Points
Benefits youth (under 18) or seniors (62+)	10
Serving Fresno residents (more points for larger % of residents served)*	10
Total # of people served	10
Good standing or no previous violations	10
Benefit to surrounding neighborhood	10
Total	50

* Fresno residents are determined by zip codes within sphere of influence as defined in the general plan.

Fees & Payments

Fees will follow the adopted master fee schedule. Master Fee Schedule Link: <https://www.fresno.gov/budget/#current-master-fee-schedule>

Organizations with a valid non-profit ID number qualify for reduced fee. The fee will be reduced by 15%. Applicants may not “sublet” or lend their organization team name, 501(c)(3) authorization or insurance, etc., to teams, groups or individuals not listed on Certificate of Liability Insurance. To qualify for the nonprofit rate, the team must have current, active, and in good standing proof of nonprofit status.

All payments must be paid in the form of exact cash, debit / credit (2.3% credit card convenience fee will be assessed per transaction), cashier’s check, money orders, or business checks made payable to City of Fresno. A reservation is not confirmed until it has been paid in full.

- Occasional reservations must be paid at the time of reservation.
- Advance reservations must be paid at least 30 days from the date of response. Reservations not paid will be cancelled.

Refunds, Cancellations, & Transfers

It is the responsibility of the reservation holder to notify the PARCS Department immediately when an approved reservation date is no longer needed. Cancellations must be submitted to the PARCS Department by email at reserve@fresno.gov or 559-621-PLAY(7529) at least ten (10) business days in advance of the reservation date to be entitled to a refund. All refunds will be subject to a \$15 processing fee. If cancellation is received less than ten (10) business days before the reservation, fees will be forfeited.

If a refund is authorized, credit card refunds will be issued back to the card used for payment. All other forms of payment will be refunded by a City issued check.

Changes to reservations, including location, date or time, must be submitted to the PARCS Department by email at reserve@fresno.gov or 559-621-PLAY(7529) at least ten (10) business days in advance of the scheduled use date. The City does not guarantee field availability for requested changes.

Reservations may not be transferred or assigned to any other group or organization. Reservations may not be used for any other purpose than the reserved purpose. Violation of this provision will result in

termination of the reservation and any affiliated organizations from the right to receive future athletic facility reservations.

Inclement Weather & Commitment to Safety

The City of Fresno reserves the right to cancel facility reservations and/or prohibit use of equipment in emergency situations or when deemed necessary by a Director, Manager or Supervisor as a safety precaution, i.e. – declared national weather emergency, outdoor darkness, criminal activity, temperature including excessive heat advisories, poor air quality etc. If the City cancels a reservation, a refund will be processed, and the \$15 processing fee will be waived.

The City of Fresno adheres to declared national weather emergencies issued by the National Weather Service. Activities in the City are often impacted by excessive heat warnings. Excessive heat warnings from the National Weather Service will be issued within 12 hours of the onset of extremely dangerous heat conditions. The general rule of thumb for this warning is when the maximum heat index temperature is expected to be 105° or higher for at least 2 days and nighttime air temperatures will not drop below 75°; however, these criteria vary across the country, especially for areas not used to extreme heat conditions. The City will track the temperature for excessive heat warnings at the Fresno Yosemite International Airport as this is a central location to the City. In the event of an excessive heat warning, the city will notify reservation holders of cancellation.

The City abides by San Joaquin Valley Air Pollution Control District's Real-time Air Advisory Network (RAAN) when monitoring the Air Quality Index. According to RAAN's Real-time Outdoor Activity Risk guidelines no outdoor activity shall be conducted when the outdoor activity risk reaches level 5. The air quality reaches level 5 when the PM2.5 range is >75 µg/m³ and the Ozone range is >115 ppb. For more information please visit: <https://www.valleyair.org/myraan/raan3.aspx>. In the event of a level 5 air quality day, the city will notify reservation holders of cancellation.

If it rains on the date of reservation, reservations may be transferred to another date within 2 weeks of the original reservation date pending availability, or the fee may be forfeited. The reservation holder must contact the PARCS Department by email at reserve@fresno.gov or 559-621-PLAY(7529) within 3 business days of the rained-out reservation to request a transfer, or the fee may be forfeited.

Rules/Code of Conduct

It is the commitment of the City of Fresno PARCS Department to ensure that all park facilities are free from negative, aggressive, and inappropriate behaviors, and that the environment is geared toward providing high quality programs, services and facilities in an atmosphere of respect, collaboration, openness, safety and positivity.

All complaints of these behaviors within City facilities will be taken seriously and the City reserves the right to investigate any claims. Protection from negative, aggressive, and inappropriate behaviors extends to management, fellow employees, subordinates, customers, program participants, and patrons (terms used interchangeably throughout this policy).

It is the policy of the PARCS Department to practice appropriate measures when handling patron misconduct. Patrons include participants and guests. Acts of violence, disrespect for authority, un-sportsmanlike conduct, misuse or abuse of equipment and facilities, and use of foul language or gestures,

discrimination, or harassment will not be tolerated. In keeping with that policy, all patrons within City facilities will be expected to adhere to this code of conduct when participating in programs, taking advantage of services or using facilities.

The City reserves the right to remove patrons from facilities or programs via suspension or other means deemed appropriate by the City. Any activity prohibited by the FMC, including but not limited to Section 5-502 (Appendix C).

Non-Discrimination

Any person, entity, or group desiring to reserve an athletic facility shall not employ discriminatory practices in the provision of its performance, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, or status as a disabled veteran or veteran.

Any person, entity, or group desiring to reserve an athletic facility shall comply with all applicable laws and regulations including all federal, state and local laws and city ordinances. All legal requirements shall be complied with providing that no person, entity, or group shall, on the grounds of race, religion, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran be excluded from participation in, be denied the benefits of, or be subject to discrimination during any activity at an athletic facility.

Good Standing

Organizations or individuals who are found to be using fields without reservations, violating park rules, or misrepresenting information in any application shall be subject to corrective action. Violations may impact future reservation requests.

Publicizing of Events Using Our Facilities

Any individual or organization (including any affiliated organization) who publicizes, advertises, or accepts registrations for a program, league, event or other activity using City of Fresno Parks facilities without a confirmed reservation for the space shall be subject to corrective action.

Corrective Action Process

The City reserves the right to cancel or suspend facility reservations for games, practices and other usages based upon violations of the FMC, park rules and regulations or Athletic Facility Reservation Policy.

The following steps will be taken by the Director, or designee, to address and resolve complaints and violations. The City reserves the right to combine or skip steps depending upon facts of each situation and the nature of the offense.

STEP ONE – Warning.

- Give written notice to the reservation holder.

STEP TWO – Meet and suspend.

- Meet with the reservation holder and/or organization representative to discuss violation.
- Prepare an outline of circumstances, including terms or restriction of facility.

- Temporary and/or indefinite suspension from use of facility.

The City reserves the right to deny use of athletic facilities to any person, entity, or group that violates this policy, applicable law and/or the City's municipal code. Any determination by the City to deny use of athletic facilities can be appealed to the PARCS Director (or their designee) and the decision by the PARCS Director or their designee shall be based only on the criteria in this policy, applicable law and the requirements of the City's municipal code. The decision by the PARCS Director (or their designee) shall be final and subject to judicial review no later than ninety (90) days of that decision pursuant to Code of Civil Procedure section 1094.6 and all other applicable law. Failure by any person, entity, or group to follow this required appeal process is a waiver of their legal claims to use the facility.

Appendix A

Indemnification and Hold Harmless Agreement

Appendix B

Insurance Requirements for Special Events and the Use of City Grounds and Facilities

Appendix C

Fresno Municipal Code [CHAPTER 5 - CITY FACILITIES | Code of Ordinances | Fresno, CA | Municode Library](#)

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
FOR SPECIAL EVENTS AND USE OF CITY GROUNDS AND FACILITIES**

In consideration for the issuance of a Permit for a Special Event or for the issuance of a Reservation Permit for the Use of City Grounds and Facilities and to the furthest extent allowed by law, Permittee does hereby agree to indemnify, hold harmless and defend the City of Fresno (hereinafter referred to as "City") and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Permittee or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the special event. Permittee's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

Throughout the life of the Special Event or Use of City Grounds and Facilities, Permittee shall pay for and maintain in full force and effect all insurance as required in Exhibit A, which is incorporated into and part of this Agreement, or as may be authorized or required in writing by City's Risk Manager or his/her designee at any time and in his/her sole discretion.

Permittee shall conduct all defense at his/her/its sole cost. The fact that insurance is obtained by Permittee shall not be deemed to release or diminish the liability of Permittee, including, without limitation, liability assumed under this Agreement. The duty to indemnify shall apply to all claims regardless of whether any insurance policies are applicable. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Permittee. The policy limits do not act as a limitation upon the amount of defense and/or indemnification to be provided by Permittee. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Permittee, its officials, officers, employees, agents, volunteers or invitees.

City shall be reimbursed for all costs and attorney's fees incurred by City in enforcing this Agreement.

This Indemnification and Hold Harmless Agreement shall survive the expiration or termination of the Permit.

The undersigned acknowledges that he/she (i) has read and fully understands the content of this Indemnification and Hold Harmless Agreement; (ii) is aware that this is a contract between the City and Permittee; (iii) has had the opportunity to consult with his/her attorney, in his/her discretion; (iv) is fully aware of the legal consequences of signing this document; and (v) is the Permittee or his/her/its authorized signatory.

Signed, sealed, and delivered this _____ day of _____ 2023

Permittee

City Employee

Print Name

Print Name

Address

Title

Telephone Number

Telephone Number

**INSURANCE REQUIREMENTS FOR SPECIAL EVENTS AND THE USE OF CITY
GROUNDS AND FACILITIES**

In consideration for the issuance of a Permit for Special Event or the issuance of a Permit Reservations for the use of City Grounds and Facilities, Permittee shall pay for and maintain in full force and effect all policies of insurance required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by City's Risk Manager or his/her designee at any time in his/her sole discretion. The following policies of insurance are required and shall maintain limits of liability of not less than those amounts stated below, however, the insurance limits available to the City of Fresno, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured.

- (i) **COMMERCIAL GENERAL LIABILITY** insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 providing liability coverage arising out of your business operations. **Example of acceptable endorsements would be CG 20 12 04 13 or CG 20 26 04 13 along with CG 20 01 04 13.** The Commercial General policy shall be written on an occurrence form and shall provide coverage for "bodily injury", "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), all vendors, exhibitors, entertainers, products and completed operations and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability of not less than the following:

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate

ANY AMUSEMENT RIDES OR DEVICES MUST BE INSURED AND SPECIFICALLY ENDORSEMENT INTO NOT EXCLUDED FROM THE GENERAL LIABILITY INSURANCE AND IF AMUSEMENT RIDE/DEVICE OWNER IS NOT THE EVENT HOLDER, THE RIDE/DEVICE OWNER WILL NEED TO ENTER INTO A DIRECT SIDE AGREEMENT TO PROVIDE INDEMNITY AND INSURANCE PROTECTION TO THE CITY OF FRESNO. ALL AMUSEMENT RIDES AND/OR DEVICES MUST BE PREAPPROVED 30 DAYS IN ADVANCE BY RISK MANAGEMENT PRIOR TO USE.

LIQUOR LIABILITY INSURANCE: If alcoholic beverages are to be sold*, served or furnished, Liquor Liability coverage is required with limits of liability of not less than:

- (i) \$1,000,000 per occurrence;
- (ii) \$2,000,000 aggregate for bodily injury and property damage;

The responsibility for Liquor Liability Insurance may be assigned to Permittee's concessionaire/vendor. *If Permittee intends to sell alcohol either the Permittee or concessionaire/vendor providing the alcohol for sale must have a valid liquor sales license and Liquor Liability Insurance covering sale of alcohol. If the liquor sales license is obtained by a concessionaire/vendor, that entity must enter into a direct Side Agreement with the City of Fresno in order to provide indemnity and insurance protection and provide the required insurance documents as identified herein.

COMMERCIAL AUTOMOBILE LIABILITY* insurance which shall be at least as broad as the most current version of ISO Business Auto Coverage form CA 00 01 providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Commercial Automobile policy shall be written on an occurrence form and shall provide coverage for "all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 - Any Auto) with limits of liability of not less than the following:

- (i) \$1,000,000 per accident for bodily injury and property damage

WORKERS' COMPENSATION insurance as required by the State of California and **EMPLOYERS' LIABILITY (Where Applicable)** insurance with limits of \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit. (Only required if Permittee has employees.)

Umbrella or Excess Liability In the event Permittee purchases an Umbrella or Excess Liability insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES/SELF-INSURED RETENTIONS - Permittee shall be responsible for payment of any deductibles contained in any insurance policies required herein and Permittee shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the City's

Risk Manager or his/her designee. At the option of the City's Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retention as respects City, its officers, officials, employees, agents and volunteers; or
- (ii) Permittee shall provide a financial guarantee, satisfactory to City's Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

ENDORSEMENTS: All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. **Permittee shall have furnished City with the certificate(s) and applicable endorsements for ALL required insurance forty-five (45) days prior to the Special Event and/or Use of City Grounds and Facilities.**

- (i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar day written notice by certified mail, return receipt requested, has been given to the City. Permittee is also responsible for providing written notice to the City under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal or reduction in coverage or in limits, Permittee shall furnish the City with a new certificate and applicable endorsements for such policy(ies). **In the event any policy is due to expire during the special event, Permittee shall provide a new Certificate and applicable endorsements evidencing renewal of such policy(ies) not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.**
- (ii) The Commercial General, Commercial Automobile and Liquor Liability (if applicable) insurance policies shall name the City of Fresno, its officers, officials, agents, employees and volunteers as additional insureds.
- (iii) All policies of insurance shall be endorsed to be primary and non-contributory with respect to the City of Fresno, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Fresno, its officers, officials, employees, agents and volunteers shall be excess of the Permittee's insurance and not contribute with it.
- (iv) Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City of Fresno, its officers, officials, agents, employees and volunteers.

PROVIDING OF DOCUMENTS: Upon request of City, Permittee shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all pages to the policy requested including the Declarations page, the Forms and Endorsements page, all Endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive the expiration or termination of the Permit.

MAINTENANCE OF COVERAGE: If at any time during the Special Event or the Use of City Grounds and Facilities, Permittee fails to maintain the required insurance in full force and effect, the Permit providing permission for such use shall be discontinued immediately until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the City.

NOTE: A Certificate of Insurance is not acceptable, in lieu of the additional insured and/or waiver of subrogation endorsements required above. The Certificate of Insurance must be accompanied by the Insurance Policy Declarations' pages, the Forms and Endorsements pages, Additional Insured and Primary and Non Contributory Insurance endorsements.

The Permittee is required to cover all parts of the event. If any part of the event is excluded by the insurance provided, the Permittee is required to purchase coverage for these exposures. The exposures include but are not limited to; Liquor, Amusement Devices, Vendors, Exhibitors, DJs, Live Performers and Bands.