

DRAFT

CITY OF ROY PARKS AND RECREATION DEPARTMENT COOPERATIVE POLICY / AGREEMENT

POLICY

It is the policy of Roy City to allow, as available, the use of City facilities to outside groups that promote recreation programs and services which are consistent with City policies. It is the City's desire to be supportive and facilitative to such groups. Groups are defined as but not limited to Schools, Churches, Commercial, Organizations, Families and Individuals.

PURPOSE

To enhance the recreation opportunities to the citizens of the City by providing cooperation with Groups that offer wholesome recreation programs that are consistent with the well-being of the individual and to provide criteria for defining the relationship of the City to the Group. Groups desiring the use of City facilities and the cooperation of the City shall meet the following guidelines.

GUIDELINES

The following guidelines are in effect for recognizing and cooperating with groups desiring to use City facilities.

1. **Insurance/Agreement/indemnification.** Groups shall release, indemnify and hold harmless the City of Roy, its elected and appointed officials, officers, employees and volunteers from any and all claims, damages, lawsuits, losses and expenses (including attorney's fees), arising out of or resulting from Groups performance or failure to perform this Agreement and all Group activities conducted on City facilities/property or other hosting agency property.
2. **Standards.** The group shall promote a program which is in keeping with the highest standards of recreation, physical education, good sportsmanship, and equal opportunity for participation in both practices/instruction and games/events.
3. **Leadership.** The organization shall have a designated adult to handle the requesting, coordinating and scheduling of their program with Roy City officials.
4. **Application.** The group shall make a formal application to the City for its event. The event shall be approved based upon facility availability and the appropriateness of the activity.
5. **Use of City Facilities.** The City reserves the right to schedule activities and events on City facilities and parks on an as-available basis.

6. **Approval.** Request to use City facilities where applicable shall be submitted to the Director of Parks and Recreation for approval at least ten (10) working days before the program/activity begins. No group shall have an automatic or protected right to approval by virtue of having been an established group using City facilities in previous seasons. Applications shall be judged by the merits and strengths of its program, its ability and willingness to comply with this policy and its past history, if any. The City reserves the right to deny the use of City facilities to any group that, in its opinion, has had public relations problems, has violated any City policy, has abused City facilities or property, or has administered its programs in such way as to cause discredit to the City.
7. **Outside Groups do not represent the City.** Groups do not represent the City and shall not hold itself out as a representative of the City nor act as a representative or agent of the City.
8. **Clean-up.** Groups shall make every reasonable and prudent effort to keep the area in which activities are held clean and free from trash or other debris. The City is not responsible for any maintenance or clean-up costs incurred through the negligence of the Group. Groups will clean up any trash and debris generated by the activities and place it in trash containers provided by the City; otherwise, there will be an charge to the group for the clean-up.
9. **Safety.** Groups shall conduct its activities in a safe manner and require participants to wear protective clothing and gear germane to the activity. Groups shall be responsible for any monetary damages or injuries which result from its failure to conduct activities in a safe manner.
10. **Security.** Groups are solely responsible for the safety and security of its activities and property. Groups acknowledge and agree that they have no recourse against the City for any vandalism or any damage done to Group's property.
11. **Duration.** The City of Roy reserves the right to determine the duration for the use of City facilities and property.
12. **No Assignment.** Neither party shall transfer or assign any of its rights, duties or obligations set forth in this Agreement to a third party without the prior written consent of the City.
13. **Amendment.** No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by written agreement.

14. **Fees.** Fees for the use of City parks and facilities will be charged commensurate with the City's approved fee and charge schedule. Rental fees and security deposits are due at the time of application. The security deposit is refundable unless clean up or repair is required.
15. **Commercial or Individual Financial Gain.** The City does not endorse groups that conduct their activity for commercial or individual gain.
16. **City Ordinances.** All City ordinances regulating the use of parks are in effect. Section...?