

Herriman City Field and Arena Reservation Guidelines and Agreement

Herriman City has various fields and arenas throughout the City that can be reserved for league play by organized sports groups. Each January the City will take field/arena reservation requests from interested groups wanting to reserve fields/arenas for the upcoming season. The fields/arenas in Herriman City are closed to reservations from October 15th to April 15th. Herriman City reserves the right to adjust these dates based on field/arena conditions, weather, or any other reason determined necessary by the Parks and Recreation Director.

The Events and Recreation Manager will determine the application deadline to reserve a field/arena each year. **The 2024 field/arena request deadline will be February 16th at midnight.** If a requester misses the deadline, an application may still be submitted and will be considered after all on-time submissions have been considered.

A request to reserve a field/arena does not guarantee a reservation. Herriman City Parks, Events, and Recreation staff will allocate fields/arenas based on submissions and the following criteria:

- A. **Availability and space limitations:** Due to the limited number of fields/arenas, limitation of parking, and/or spectator capacity, some uses may not be reserved simultaneously. **Field/arena reservations are not guaranteed.**
- B. **Account balance and users in good standing:** Payments for field/arena reservations must be paid in full and up to date, requests were received within the application deadline, and the requestor has complied with previous permit conditions.
- C. **Performance history:** Herriman City reserves the right to limit, deny, or revoke field/arena allocations based on a requestor's compliance with rules and guidelines, field/arena conditions after use, or inappropriate behavior of participants or guests.
- D. **Tournaments and special events:** Any activities beyond the scope of normal field/arena usage (practice or games) will require the submission of a Special Event Permit.
- E. **Security:** Certain events in Herriman City may require security from the Herriman City Police Department (HPD). Before reserving a field/arena for an event, applicants must have the Community Resource Officer determine if security is required. All youth football leagues will require a Memorandum of Understanding (MOU) for all scheduled games at Herriman City parks. Licensee must contact the Administrative Sergeant at police@herrimanpd.org.
- F. **Field/arena allocation priority order:** Priority will be based on the following league/group/request order:
 1. City-sponsored or co-sponsored events and programs.
 2. Historic use: Two years of consistent use will establish historic use.
 3. Youth Sports Leagues serving a majority (51%) of Herriman City resident participants.
 4. Official local school teams or clubs.
 5. Groups, private clubs, traveling teams, adult leagues, and all other single/incidental field/arena requests.
 6. The time stamp of submission of an application and license agreement.

For any reservation that requires field/arena lights, please indicate so in your application form. Any reservations requiring field/arena lights will be programmed into our system ahead of each reservation. Additional field/arena light requests for single/incidental reservations will go through the Parks and Recreation Director.

A fee payment is required for allocated field/arena space. Herriman City reserves the right to adjust fees based on historic usage, field/arena preparation/maintenance, and overall performance history.

Please contact the Parks & Recreation Department for fee information details.

Before filling out the reservation form, you are required to verify on the Civic Rec account that all fees are paid before submitting a new reservation request. To access your account (or to create an account), please go to the link below, or access the link via the city website: Community > Parks and Recreation > Parks > Athletic Field Request

<https://secure.rec1.com/UT/herriman-city-ut/catalog>

Field/arena schedules will be announced/emailed on or before March 1st. Upon approval of a reservation, all fees must be paid in full no later than March 15th. Email notifications and reminders will be sent to each organization/requester. Failure to pay in full for field/arena reservations will result in a cancellation.

Field/arena users will receive Field/arena Use Permits upon payment. These permits are official reservations and may not be transferred, assigned, or sublet.

Cancellation and Cancellation Fee

1. This Agreement may be canceled for any reason by the Licensee by providing written notice 30 days prior to cancellation. The licensee agrees to pay the City for any costs incurred prior to written cancellation of this agreement.
2. If the City cancels this Agreement for any reason not caused by the Licensee, it must do so at least five working days prior to the event. The City will inform the Licensee in writing, explaining the reason for the cancellation, and will refund all fees paid.
3. The City reserves the right to cancel reservations within four working days or less with written or verbal notice if the cancellation is the result of inclement weather, or other natural disaster, which in the opinion of the City's official representative, renders the facility unusable. In the event of a cancellation contemplated by this subparagraph 3, the City will refund, to the Licensee, any and all fees, less actual costs associated with facility preparation that had occurred prior to the cause of the cancellation.
4. The City also has the right to cancel this Agreement at any time and for any reason, with written or verbal notice. In such case, the Licensee will forfeit any and all monies paid to the City to cover cancellation fees, any daily fees, any costs associated with facility preparation that had occurred prior to the cancellation, as well as costs for any damages to the facility that were caused by Licensee. In the event the Licensee breaches the Agreement and legal action becomes

necessary to enforce the terms hereof, the Licensee agrees to pay court costs and reasonable attorneys' fees.

5. In order for the Licensee to receive a refund, the Licensee must give 30 days prior written notice for a refund.

Compliance with Park Ordinances

All groups and individuals that use any City facility or park, including participants and spectators, must abide by all City Ordinances. Those ordinances include but are not limited to: No alcoholic beverages or smoking (including e-cigarettes) are allowed in City facilities and parks; Parking is allowed in designated areas only; Littering is prohibited (groups must clean up after themselves or be charged a clean up fee); Pets are not allowed to run free in parks; and no vandalizing.

A complete list of city ordinances can be found at the link below or on the city website:
Government > Ordinances and Code

<https://www.herriman.org/ordinances-and-code>

Removal of Trash

Licensee agrees to remove or cause to be removed from Herriman City property, any and all personal property, trash, rubbish, debris, or other material each day the facility is used. If not, Licensee may be held liable for any and all costs for the City to remove.

Concessions:

The granting of this license does not give the License authority to sell food, drink, clothing, or souvenirs at the City facility or park. Concessions may be sold with proper permits and approval of the City.

Non-Assignability

This license agreement is not assignable by the licensee either in whole or in part, nor shall the Licensee sublet the licensed premises or any part thereof without written permission of the City.

Liability Insurance

The Licensee shall obtain and maintain a (\$1,000,000 per occurrence) Commercial General Liability Insurance obtained from a licensed insurance carrier authorized to do business in the State of Utah, naming the City as additional insured inclusive of the dates of the event or duration of the league for bodily injury, personal injury, and property damage. A copy of that policy shall be filed with the City Parks and Recreation Department at the time the facility fees are paid.

Insurance verification is required at the time of application submittal. Any application without proof of insurance will not be accepted.

Hold Harmless and Indemnity Agreement

As the representative of the above named group or organization, known as the Licensee, in consideration of the City granting a license to use the above named facility, I, the undersigned, do hereby release, forever discharge and agree to hold harmless and indemnify Herriman City, Herriman City Parks and Recreation Departments, their officers, officials, employees and volunteers, for all claims, damages, demands, actions and causes of action at law or equity arising by reason of in manner growing out of participation in the above listed activity or event, including damages not yet ascertained or developed if any there shall be, whether arising in contract or in tort.