



## **City of Kirkland Annual Athletic Organization Terms and Conditions For Field Use**

The following Terms and Conditions ("Terms") constitute a legally binding agreement between the Organization applying for the use of designated athletic fields and facilities ("Organization") and the City of Kirkland ("City") and are incorporated into the Athletic Organization Application Form and the Field Use/Facility Use Permit ("Permit"), should such Permit be granted.

### **Purpose**

The purpose of these Terms is to establish clear responsibilities and accountability for organizations utilizing designated athletic fields and facilities, ensuring adherence to all relevant guidelines, permitting requirements, and City policies. The Organization acknowledges its obligation to uphold the standards set forth in the athletic field use guidelines and policies, and permits, including financial accountability and compliance with all requirements necessary for being an approved Organization. These Terms are intended to foster a collaborative and responsible environment for athletics activities, with the primary contact for the Organization serving as the accountable representative for the Organization's adherence.

### **A. Term of Field Use**

The Organization's obligation to comply with these Terms shall extend from the date the Organization's application for status as an Athletic Organization is approved through March 1, 2026, unless otherwise terminated earlier by either party as provided herein.

### **B. Responsibility of Organization**

The Organization agrees to read, understand, and adhere to the content outlined within these Terms, the City's Athletic Field Use Guidelines, Athletic Field Use Policy, Kirkland Municipal Code, and if permitted use of Lake Washington School District ("District") facilities, the District's guidelines for facility use. The City's Athletic Field Use Guidelines and Athletic Field Use Policy are available at [www.kirklandwa.gov](http://www.kirklandwa.gov). The School District's Guidelines and Procedures are available at [www.lwsd.org/services/facilities/building-use](http://www.lwsd.org/services/facilities/building-use). The City and the District reserve the right to update their policies and guidelines at any time and will make every effort to inform the Organization of updates.

### **C. Organization Stakeholders**

The Organization will ensure that its stakeholders, including employees, agents, volunteers, participants, and spectators adhere to City (and if applicable, District) policies, guidelines, permit conditions, and business practices for athletic field and facility use.

### **D. Meeting Attendance**

The Organization is encouraged to attend meetings coordinated by the City where its presence is requested by the Athletic Program Coordinator.

### **E. Requirements for City of Kirkland Facility Use Permit**

Athletic field use by the Organization is only permitted by a City-issued Permit. The Organization agrees to adhere to Permit Conditions as stated below. The Organization's field use is only to occur on the dates, times and field locations shown on the Permit.

During the field use allocation processes, the Organization shall be provided season-specific instruction and timelines for editing, accepting or declining permitted athletic field assignments. For Permits issued outside of allocations, the Organization has two business days to review Permits issued for location, date, time, and service level accuracy and to respond to staff with any needed corrections or edits. Permitted reservations that are not returned or corrected by the Organization by the deadline required become the responsibility and financial obligation of the Organization and the City's cancellation policy applies.

Organizations are provided approved facility reservations when Permits are issued. Organization reservation details are also accessible through the Organization's account on the City's secondary website [www.kirklandparks.net](http://www.kirklandparks.net).

The Organization agrees to provide a copy of its current Permits to employees, coaches, and/or managers ("Associates") who will be on-site during field use and agrees that its Associates will have its Permit in hand while on-site.

#### **F. Delegation of Duties or Rights**

The Organization shall not subcontract, assign, transfer, or otherwise delegate any duties or rights accruing from this Agreement to another person or organization without the express written consent of the City.

#### **G. Financial Obligations and Processes**

The Organization accepts full responsibility for any and all field use charges incurred and agrees to make timely payment to the City for all associated field use fees, including but not limited to field use deposits, rental fees, tournament fees, field lights, prepping services, cancellations, changes, administrative fees, and damages. Additionally, any mistakes or scheduling errors or omissions made by the Organization, whether intended or not, are the Organization's responsibility.

If in good standing, the Organization shall provide a seasonal field use deposit equal to approximately 25% of anticipated seasonal field use fees, due by the date defined during the initial permitting process. The Organization will be invoiced for any fees remaining due by the Organization at the end of each field use season and payments are due to the City within 30 days of issuance. The deposit will be held through the City's seasonal field use billing cycle and applied towards the Organization's field use fee balance. If a portion of an Organization's deposit remains unused after end of season billing is complete, it will be returned to the Organization within 60 days.

Good standing is defined as having paid invoices on time and in full and compliance with all Permit conditions during the previous year. New organizations will be deemed to be in good standing. The City will inform the Organization in writing of any change in good standing status. Organizations that are not in good standing will be required to pay for fields and associated services prior to use.

The Organization has the option to request to be invoiced earlier than the timeline above, if preferred.

#### **H. Insurance Coverage Required of Organization**

The City does not provide liability insurance coverage for the Organization, its members, participants, or spectators using City facilities. The Organization shall obtain and maintain general liability insurance with combined single limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate and placed with an insurer having no less than a Best's rating of A:VII and authorized to do business in the State of Washington. The insurance policy shall be written on an occurrence basis. The City shall be named as an additional insured and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance evidencing the required coverage.

For Organizations that utilize District athletic fields, the Organization shall also obtain and general liability insurance with similar coverage types and amounts with the District, its directors, officers, representatives, employees and agents named as additional insured. The Organization agrees to follow District insurance instructions provided on the City's website at [www.kirklandwa.gov](http://www.kirklandwa.gov).

The Certificate(s) of Insurance and Additional Insured Endorsement(s) are required during the initial Athletic Organization application process. The Organization is required to provide updated insurance documents upon expiration, within ten (10) business days of expiration.

#### **I. Hold Harmless**

The Organization shall defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including reasonable costs and attorney fees, arising out of or resulting from the acts, errors or omissions of the Organization in the use of the facilities, fields and/or equipment under any Permits, except for injuries and damages caused by the sole negligence of the City.

For use of District athletic fields, the Organization shall also defend, indemnify and hold harmless the District, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including reasonable costs and attorney fees, arising out of or resulting from the acts, errors or omissions of the Organization in the use of the District athletic fields under any Permits, except for injuries and damages caused by the sole negligence of the District.

The Organization shall also require its participants to execute a liability waiver accepting potential risks associated with the use of the facilities, fields or equipment under any Permits and holding the City and the District harmless from any and all claims, injuries, damages, losses or suits including reasonable costs and attorney fees, arising out of or resulting from the use of such facilities, fields and/or equipment, except for injuries and damages caused by the sole negligence of the City or the District.

#### **J. Washington State Laws**

Where applicable, the Organization shall comply with the following laws of the State of Washington:

1. "Fair Play in Community Sports Act" (RCW 35A.21.350; RCW 49.60.500), which prohibits discrimination on the basis of sex against any person in the operation, conduct, or administration of a community athletics program.
2. "Zackery Lystedt Law" (RCW 28A.600.190), which addresses concussion and head injury guidelines and injured athlete restrictions to youth athletes.

3. "Sudden Cardiac Arrest Awareness Act" (RCW 28A.600.195), which provides information to youth athletes via an online pamphlet about Sudden Cardiac Arrest and requires coaches to complete an online sudden cardiac arrest prevention program.

**K. Field Use Permit Conditions**

1. The issuance of a Permit shall not be construed to approve conduct that violates any ordinance or order of the City, any state or federal law, or any order, proclamation, guidance or decision of Public Health – Seattle & King County, the State Department of Health, the State Governor, and/or State Legislature.
2. The City may suspend or revoke the Organization's Permit if it was issued in error or on the basis of incorrect, inaccurate, or incomplete information, or is in violation of any City, state or federal law or regulation.
3. The Organization may only use the field for the purpose identified on the Organization's Athletic Field Use Application and approved by the City. No other use or activity shall be undertaken on the premises without the express written consent of the City.
4. The City reserves the right to terminate a Permit or cancel specific dates of field use if the Organization violates any City or District field use rules or guidelines or other non-compliance with these Terms by the Organization.
5. The City reserves the right to cancel a Permit or individual reservations within the Permit if the use conflicts with a City department program, or the field becomes unavailable due to the needs of the City or the District, or in the event of an emergency rendering the premises unavailable for use and beyond the control of the City.
6. The Organization shall strictly adhere to reservation dates, times and locations as identified within the Permit. Early arrival or late departure is not time permitted. Set up and break down, warm-ups and team meetings must be included within the time reserved.
7. Requests for cancellations or changes to Permits must be received in writing by email to [fieldrentals@kirklandwa.gov](mailto:fieldrentals@kirklandwa.gov). Cancellations and changes are charged a \$25 Administrative fee. Cancellations with 90 days' notice will receive 100% refund. Cancellations with 30-89 days' notice will receive 50% refund of hourly fees and 100% refund of game prep and light fees. Cancellations with less than 30 days' notice will receive no refund of hourly rental fees but a full refund of game and light fees when timing is sufficient.
8. The Organization shall leave the field and facility as they found it. The Organization is responsible for any damage to the premises caused by the Organization's use, over and above normal wear and tear. If the Organization causes damage to property or individuals, it must notify the City at [FieldRentals@kirklandwa.gov](mailto:FieldRentals@kirklandwa.gov) and notify those impacted and provide proper and adequate contact information.
9. Park/Facility/Field use rules must be followed at all times, including but not limited to:
  - Alcoholic beverages or appeared intoxication is not allowed at any City of Kirkland Parks or Lake Washington School District fields.
  - No food, drinks, gum, sunflower seeds, or tobacco is allowed at any sports fields. (Water bottles permitted)
  - Pets are not allowed on sports fields. Pets within other park areas must be leashed.
  - Use of live or amplified music (including bull horns, boom boxes, speakers, etc.) is subject to prior written approval by the Parks and Community Services Department.
  - No alternations of any kind may be made to the sports fields.

- Stakes are not allowed.
  - Temporary and permanent lines/markings on a field require advance City approval.
  - No vehicle access is allowed in the park/campus outside of the designated parking area at any time.
  - Metal cleats are not allowed on synthetic turf.
  - Banners, balloons, and signs may not be hung without prior written approval by the City.
  - Additional requirements may be posted at the field and must be adhered to.
  - Refer to the Athletic Field Use Policy and Guidelines for a complete listing of all rules and regulations, available at [www.kirklandwa.gov](http://www.kirklandwa.gov).
10. The use of peripheral items, such as power, water, storage, scoreboards, P.A. systems and other City equipment or tools will be by special request only with advanced notice. Only users authorized by the City may use and operate any peripheral equipment.
  11. **For assistance the day of with field access, services, or lights** before 5pm weekdays, call 425-587-3330. After 5pm, weekends and holidays, for City sites, call the Parks Crew at 425-864-3431. For assistance with locked District fields, before 5pm weekdays, call 425-587-3330 and after-hours call the District Call Center at 425-936-2811.
  12. City and District staff determine field closures and at certain fields, game rainouts. However, permitted users are also responsible for independently cancelling or discontinuing use when a field is or becomes saturated, when the use may cause damage, or when a field is already damaged upon arrival. Use of a closed field is prohibited. The City provides rainout notification for games scheduled at Lee Johnson Field, 132<sup>nd</sup> Square Field 1, Crestwoods Park Fields 1 and 2, Everest Park, and Juanita Beach Park via the City's Ball Field Rainout Hotline, available at [RainoutLine.com](http://RainoutLine.com) and 425-587-3345.
  13. Permitted users are required to carry their Facility Use Permit when on-site and must provide identification and proof of permit to others upon request. Permitted use of a facility takes precedence over drop-in use. Permitted users must share a copy of their permit to unpermitted users and can request unpermitted users to relocate to another area of a park or a different field.