Meeting Date: March 17, 2016

Agenda Item: 13-B

Report to Town Council

Topic: **Policy for court rentals by for-profit / non-profit entities.**

Recommended Motion: **Approval of the proposed policy for court rentals by for-profit & non-profit entities, as recommended by the Parks, Recreation and Tree Advisory Board and/or town staff.**

Summary: **Please see the attached staff report.**

Requested by: **Ms. Zengotita, Parks & Rec / Museum Educator**

Approved by: **Ms. Witt, Town Manager**

MEMORANDUM

TOWN OF PONCE INLET, TOWN MANAGER DEPARTMENT

The Town of Ponce Inlet staff shall be professional, caring and fair in delivering community excellence while ensuring Ponce Inlet residents obtain the greatest value for their tax dollar.

To: Jeaneen Witt, Town Manager

From: Amy Zengotita, Parks/Rec & Museum Educator

Date: March 8, 2016

Subject: *Policy for Court Rentals by For-Profit/Non-Profit Entities*

MEETING DATE: March 17, 2016

Background:

At its December 2014 meeting, Town Council approved the Parks Board's recommendation to use the free online reservation system, Holdmycourt.com for individuals to reserve either the tennis or basketball courts in Pollard Park for personal use. Staff has since been approached by a for-profit entity requesting use of the tennis court to offer tennis lessons. At the direction of the Town Manger, Staff requested the Parks, Recreation, and Tree Advisory Board to provide a recommendation to Town Council on a court rental policy by for-profit entities.

Recommendation:

At its March 1, 2016, meeting, the Parks, Recreation and Tree Advisory Board recommended the attached Tennis Court Use and Rental Policy and Instructor Agreement to Town Council for approval. The policy requires the following as recommended for inclusion by the Parks Board from the entity; a rental agreement between the entity and the Town, a Business Tax Receipt, a copy of their liability insurance, and a criminal background check (**Attachment 1 and 2**). The background check would be conducted to protect children participating in or observing lessons. A background check would also be conducted for instructors teaching adult classes as some adult classes may include 16-18 year olds and at times adults bring their children to their lessons. The Ponce Inlet Police Department will be conducting the background check and the Police Chief will use discretion in making a recommendation on the issuance of the rental permit based on the background check results to the Town Manager. The Town Manager or designee will make the decision to issue or decline the court rental permit. The policy and instructor agreement have been reviewed and approved by the Town's attorneys. The policy also states that all participants are required to sign a liability waiver. The Parks Board recommended restricting the rental agreements to one season at time and noting that the agreement can be terminated at any time by the Town, without cause. The Board recommended that a fee be charge and the fee amount be determined by Staff. Staff investigated other local municipalities' court rental fee schedules; the City of Port Orange rents its courts for $10/per hour for non-profit entities and $20/per hour by

for-profit entities. Other municipalities such as the City of South Daytona and the City of DeBary arrange a 30/70 split of the profits with the entity. Staff recommends a standard fee per hour be established at $20 an hour by for-profit entities and $10 an hour for non-profit entities due one week prior to the rental of the tennis court as stated in the policy and agreement. Included in the policy, the Board recommended that court rental times be restricted to the non-peak times (Sunday & Saturday: 2:00 P.M. – 8:00 P.M.; Monday-Friday: 2:00 P.M. – 8:00 P.M.), which was determined by online reservation data results, and lessons be restricted to two hours per day, so as to not conflict with residential use of the court.

The draft policy and draft agreement are attached for your review and consideration. In addition, the Board recommends that the funds collected from the rental fee be ear-marked for the Parks budget.

Amy Zengotita, Parks/Rec & Museum Educator — March 8, 2016 Date

Attachments:

1. Draft Tennis Court Use and Rental Policy by For-Profit/Non-Profit Entities
2. Draft Instructor Agreement

Town of Ponce Inlet
Parks & Recreation
4300 South Atlantic Avenue
Ponce Inlet, FL 32127
(386) 236-2163

Tennis Courts Rental Application

Please note that all information provided becomes public record upon receipt, unless otherwise exempted per F.S. 119.

Name: _____

Business: _____

Address: _____ City: _____ Zip Code: _____

Daytime Telephone: _____ Cell: _____

E-mail address: _____

Have you rented our tennis court before (please circle)? Yes No

Name of Function: _____

Anticipated Adult Attendance: _____

Anticipated Child Attendance: _____

Rental Season (please circle): January-March April-May June-August September-December

Rental Description: (i.e. same day each week; biweekly; only renting one day) _____

_____

_____

Rental Start Date: _____ Day: _____ Start Time: ___:___ am/pm End Time: ___:___ am/pm

Rental End Date: _____ Day: _____ Start Time: ___:___ am/pm End Time: ___:___ am/pm

A maximum of one hour per day will be available for rental. Rental hours of use must include the amount of time needed for use, including set-up and clean up. Tennis Courts rentals must be vacated by the time specified on the Tennis Court Use Application. Rental is only available on Sunday & Saturday: Monday-Friday:

The undersigned, hereby agrees to be responsible for any damage to the facility occurring during and by this use, and agrees to be responsible for the conduct of all persons attending this function. Applicant further agrees to be responsible for any accident or injury occurring to anyone during and by this use, and agree that the Town of Ponce Inlet, its officers, employees and agents, shall not be responsible for any such injury or loss, except as arises from the sole willful act, omission or sole negligence of the Town of Ponce Inlet, its officers, employees or agents. The undersigned has received a copy of the Tennis Court Use and Rental Policy for Pro-fit Entities and agrees to comply with the rules and regulations listed therein. I understand that a background check is required prior to permission to rent the tennis court.

Signature: _____ Date: _____

STAFF USE ONLY

Application received by: _____(Initial) Date: ___/___/___ ☐ **APPROVED**

Background Check received from Police Dept. Date: ___/___/___ ☐ **DENIED**

TOWN OF PONCE INLET/ HUMAN RESOURCE DEPARTMENT
4300 S. Atlantic Avenue
Ponce Inlet, Florida 32127
Phone: (386) 236-2152 // Fax: (386) 322-6717

AUTHORIZATION TO OBTAIN INFORMATION

I authorize a representative of the Town of Ponce Inlet, Florida to perform a background investigation of myself in connection with my application to rent the tennis court.

_____	_____	_____
Applicant's Printed Name	Date of Birth	SSN

- I understand my social security number is requested for the purpose of background investigation and will be used solely for these purposes. Pursuant to F.S. 119, social security numbers are exempt from public records requests, and will be redacted if a record request of my application is made.
- I understand the investigation may include, but is not limited to, information as to my credit, criminal history, driver's license information and records, personal references, and other sources.
- I authorize the release of any information that the Town of Ponce Inlet may request from the above-mentioned sources.

_____	_____
Applicant's signature	Date Signed

STATE OF _____ **COUNTY OF** _____

On the _____ day of _____,

before me came _____ whose is

personally known to me or provided _____ as

identification and took an oath that the statements made in said instrument are true.

Notary Stamp/Seal

_____
Notary Signature

A copy of applicant's Driver's License or form of ID must be attached to this document.

Attachment 1

Draft Tennis Court Use and Rental Policy by For-Profit/Non-Profit Entities

The Town of Ponce Inlet operates one tennis court at Timothy Pollard Memorial Park. During the times the court is not reserved on the online reservation system by residents or in use for Town sponsored programs, for-profit entities may rent the facility. The Tennis Court Use and Rental Policy establishes rules, regulations, procedures and fees governing the rental of the tennis court. The use of the tennis court is for tennis activities only.

RENTAL PROCEDURE

Rental applications will be accepted on a quarterly basis as follows: January 1st through March 31st; April 1st through June 30th; July 1st through September 30th; and October 1st through December 31st.

The entity must first submit a rental application for review. If staff approves the application, the entity will be contacted to sign the instructor agreement. If any of the items are not received or are incomplete, the rental will be forfeited:

1. **A RENTAL APPLICATION**

2. **CRIMINAL BACKGROUND CHECK**

3. **AN INSTRUCTOR AGREEMENT**

4. **PAYMENT OF COURT RENTAL FEE**

   Hourly rental fee is due one week prior to court rental.

   For-Profit Entities.....$20 per hour

   Non-Profit Entities.....$10 per hour

5. **BUSINESS TAX RECEIPT**

   The BTR must be submitted one week prior to the court rental.

6. **INSURANCE CERTIFICATE**

   The instructor shall provide the Town of Ponce Inlet with a valid Certificate of Liability Insurance. Such certificate shall provide bodily injury and property damage liability protection at a minimum of $1,000,000. The instructor must be specified as the **Insured**; with the Town of Ponce Inlet named as an "Additional Insured". A copy of the insurance certificate must be submitted at least one week prior to initial rental date.

7. **PARTICIPANT WAIVER**

   All participants must submit a completed waiver prior to use of the court.

PLEASE NOTE: Occasionally it may be necessary to reschedule, adjust or cancel a previously approved request. In this event, the group or individual will be given as much advanced notice as possible.

CANCELLATIONS

The instructor shall be responsible for notification of participants in the case of cancellation of class(es). The instructor shall also notify the Town, in writing (emails are acceptable), and will reschedule the class(es) to provide participants with the number of classes for which participants were charged.

COURT AVAILABILITY

A maximum of two hours per day will be available for rental. Rental hours must include the total amount of time needed for use, including set-up and clean up. Tennis Courts must be vacated by the time specified on the approved Tennis Court Use Application and Instructor Agreement.
To provide adequate times for walk-on use by the community, the court is available for rental during the following times:

Sunday & Saturday: 2:00 P.M. – 8:00 P.M.

Monday-Friday: 2:00 P.M. – 8:00 P.M.

Attachment 2

Draft Instructor Agreement

This Agreement, entered into on the _____ day of _____20____, by and between _____, a "for-profit" business hereinafter referred to as "Instructor" and the **TOWN OF PONCE INLET,** hereinafter referred to as "Town."

WHEREAS, the Instructor wishes to conduct tennis classes and finds Town-owned facilities for its use; and

WHEREAS, the Town has accepted the Instructor's proposal to provide tennis classes within the Town of Ponce Inlet; and

WHEREAS, the operation of said program will mutually benefit the parties hereto and the residents of Ponce Inlet, Florida.

NOW, THEREFORE, in consideration of the covenants and promises herein contained, it is mutually agreed between the parties as follows:

1. Instructor is hereby authorized to conduct tennis classes within the Town of Ponce Inlet for the period commencing _____ and terminating _____, unless otherwise changed by the Town.

2. Instructor shall be responsible for class activities and materials needed to conduct the class. Instructor is also responsible for their specific advertising needs.

3. Instructor agrees to monitor and supervise the safety of class participants. Instructor shall notify the Town immediately of any accident, injury, illness or incident occurring on Town property.

4. Instructor agrees to indemnify and hold harmless the Town and the Town's officials, employees and agents from any and all liabilities, claims, damages, expenses (including attorneys' fees and costs), proceedings and causes of action of every kind and nature, arising out of or in connection with: the activities of the Instructor, the use, occupation, management or control of the facilities or any improvements thereon or any furniture, furnishings, equipment and fixtures utilized in connection therewith; and the classes. The Instructor agrees to defend at its expense any and all actions, suits and proceedings which may be brought against the Town and the Town's officials, employees and agents arising from or in any way related to the Instructor's activities, the classes, sessions or program, and that Instructor will satisfy, pay, and discharge any and all judgments that may be entered against the Town in any such

action or proceeding. It is agreed by the parties hereto that specific consideration has been paid under this Agreement for this indemnification and hold harmless provision.

5. Instructor agrees to provide the Town of Ponce Inlet with a valid Certificate of Liability Insurance. Such certificate shall provide bodily injury and property damage liability insurance protection at a minimum of $1,000,000. The instructor must be specified as the insured. The certificate shall name the Town of Ponce Inlet as an "additional insured." A copy of the insurance certificate shall be submitted at least one week prior to rental date.

6. Instructor agrees to have each participant sign the participant waiver form and submit a copy of the waiver to the Town prior to rental date.

7. Instructor agrees to pay $20 per hour to rent the tennis court (due one week prior to the rental date). Instructor acknowledges that payments not received by the due date may result in cancellation and forfeiture of the deposit (as applicable).

8. Instructor shall be responsible for notification to participants of the cancellation of classes. Instructor shall notify the Town in writing (emails are acceptable), and will reschedule class to provide participants with the number classes for which participants were charged.

9. Instructor will maintain good public relations; conduct class in a manner which is courteous and fair to the public; and be responsive for public requests and complaints.

10. Instructor agrees to cooperate fully with Town officials in all matters relating to classes.

11. Instructor agrees to submit a Business Tax Receipt at least one week prior to the rental of the court.

12. Instructor agrees to inspect facilities prior to each use to identify any hazards, and that failure to do so may lead to injury to participants, which would then be the sole responsibility of the Instructor. Instructor should notify the Town of any hazardous conditions as soon as possible and refrain from using the area.

13. Instructor assumes sole responsibility for registration and the collection of fees for all classes described herein. The Instructor shall also be responsible for the collection and/or payment of any sales tax or use tax that may be required by Federal, State, or local laws.

14. Instructor understands the Town will conduct background screening, research and monitor the conduct and actions of Instructor's employees, agents, and associates, particularly in the instruction of, or contact with children. Instructor agrees to submit information required for background screening and immediately advise the Town of any convictions for felonies, misdemeanors, or violations of law where jail or prison

time can be imposed as a punishment or sanction even though such jail or prison time is not imposed. For the purpose of this Agreement conviction includes situations of adjudication and withholding of adjudication.

15. Instructor understands that in no event shall any person other than the Instructor conduct any class unless and until a background check is conducted and is specifically authorized by the Town.

16. Instructor understands that no further use of Town-owned facilities or properties is permitted without prior approval of the Town.

17. This agreement can be terminated by the Town at anytime and without cause.

18. Instructor agrees to abide by all rules, regulations, and policies governing the use of Town-owned properties.

19. Instructor agrees to protect, defend, indemnify and hold harmless the TOWN OF PONCE INLET, from any and all claims of any type or nature whatsoever, including property damage and personal injury arising out of this Agreement.

20. Town agrees to provide the tennis court facility, parking, and payment of utility charges required for the classes described herein.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the _____ day of _____, 20_____.

_____ Instructor's signature

_____ Parks & Recreation Coordinator

Notary

Signed and sworn to before me this _____day of _____20_____ by

_____who is personally known to me or has provided the

following identification: _____.

Notary Stamp/Seal

_____
Notary's Signature