



Park Rental and Use Regulations

As a service to the community, the City of Tigard rents park facilities including shelters and sports fields.

I. Definitions

For the purpose of these rules, the following definitions apply:

- A. “City” refers to the City of Tigard.
- B. “Good Standing” is defined as an account with a zero past due balance.
- C. “Organizer” refers to an individual, a representative of an organization, group, league, etc., or an organization, group, league, etc. that applies to rent a shelter, sports field, or other facility or that applies for a Park Special Use/Event Permit.
- D. “Shelter Rental Period” refers to the period of time when shelters are available for rent. This period generally extends from the first Saturday in April through the last Sunday in September.

II. General Rental Rules

- A. Reservations are accepted as outlined in the Tigard park facility rental applications.
- B. The Organizer’s name, address, and phone number must appear on all paperwork associated with the rental, including but not limited to the application, permits, insurance certificates, payments, etc.
- C. Reservations are only accepted from an Organizer whose account is in Good Standing.
- D. The Organizer is responsible for:
 1. The actions of all those using the rented facility.
 2. For accurately reporting the number of people using the facility.
 3. For the condition of the facility at the end of the rental period. (Facilities should be undamaged and clean with picnic tables wiped clean, litter placed in trash cans/dumpsters, and decorations removed.)
 4. Posting all signage/markings in an acceptable manner and removing said signage/markings immediately following the event. At no time will signs, paint or any type of permanent marking be affixed or applied to plants or any public facility, including city streets. Examples of acceptable methods of signage/markings include stand-alone A-frame signs and washable sidewalk-chalk markings.
 5. Obtaining the written approval of the park division manager before installing anything that pierces the ground, including but not limited to tent stakes, sign posts, or other supports.
- E. The City reserves the right, at its sole discretion, to charge the Organizer:
 1. For special equipment.
 2. To repair damage (including materials and labor).*
 3. For personnel:*
 - a. To provide cleaning services if the facility is not left in the condition outlined in II.D.3.*
 - b. To implement a traffic control plan, parking plan and/or garbage and cleanup plan (where applicable) in the event the Organizer fails to do so.

* Personnel/labor costs will be calculated based on the City’s actual costs. Costs may be at an overtime rate and may include overhead costs.

- F. The Organizer must be at least 18 years of age.
- G. The minimum rental period is 2 hours.
- H. A facility rental is for the exclusive use of the stated facility only and does not grant or imply the rental of, or the exclusive rights to other park facilities or areas. At no time will the Organizer, or those associated with the Organizer, block or inhibit access to other areas or facilities not included in the rental.
- I. The Organizer must strictly adhere to the scheduled reservation time, which must include time for setup, teardown and cleanup. Facilities are not available prior to the rental period and must be completely vacated at the end of the rental period.
- J. Sound equipment must not be operated so as to be plainly audible at a distance of 100 feet or more.
- K. The City reserves the right to cancel any scheduled usage of a park facility at any time. Under these circumstances, every effort will be made to find an alternative date or location for the Organizer. If an alternative cannot be found, a full credit or refund (including non-refundable fees) will be issued.
- L. The City may assess any charges, fees or deposits authorized by the City Council and outlined in the City's Master Fees and Charges Schedule and Tigard park facility rental applications.
- M. If a caterer serves food, the Organizer must furnish the City with a copy of the caterer's food handler's card no less than 30 calendar days prior to the rental or event.
- N. Failure to comply with any of the requirements and/or timelines established herein will result in a cancellation of the reservation; facilities will be rented to other park users.
- O. Requests for exemptions to any of the Park Rental and Use Regulations must be made in writing, to the parks division manager.

III. Shelter Rentals

- A. All rental fees and deposits must be paid at the time the reservation is made.
- B. The Organizer must be present at the rented facility during the entire rental period.
- C. The number of people using the rental facility will not exceed the maximum capacity of the facility as specified in the Tigard park facility rental applications.
- D. The City does not provide amenities (such as additional tables) beyond what is specified in Tigard park facility rental applications.

IV. Sports Field Rentals

- A. Excluding tournaments, payment must be made in full 30 calendar days following the rental date.
- B. No less than 30 calendar days prior to any rental, it is the sole responsibility of the Organizer to furnish the City with a certificate of insurance as specified in Tigard park facility rental application.
 - 1. Organizer is responsible for the payment of all insurance premiums and deductibles.
 - 2. Organizer will maintain insurance coverage as required by the City throughout the entire rental period.
 - 3. Insurance coverage must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance provided by carrier(s) with an unacceptable financial rating.
 - 4. Any certificate of insurance that fails to comply with the City's requirements will not be accepted.

V. Sports Tournaments

- A. The Organizer is required to submit a completed application for any sports tournament.
- B. A separate application must be submitted for each tournament or event not held on consecutive days. For example, a tournament held on four Sundays in May (non-consecutive days) requires four applications. A tournament held Friday – Sunday (consecutive days) requires one application.
- C. At the time the reservation is made, the Organizer must:
 1. Pay a non-refundable organized group processing fee.
 2. Make a non-refundable, 25-percent down payment on all other tournament-related fees, charges and deposits.
- D. The application must be submitted to the City at least 45 days prior to the tournament.
- E. No less than 30 calendar days prior to any tournament, it is the sole responsibility of the Organizer to furnish the City with:
 1. A certificate of insurance as specified in Tigard park facility rental application.
 - a. Organizer is responsible for the payment of all insurance premiums and deductibles.
 - b. Organizer will maintain insurance coverage as required by the City throughout the entire rental period.
 - c. Insurance coverage must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance provided by carrier(s) with an unacceptable financial rating.
 - d. Any certificate of insurance that fails to comply with the City's requirements will not be accepted.
 2. A traffic control plan (when required) showing/describing:
 - a. How traffic will be managed to ensure there is sufficient capacity/flow to accommodate tournament attendees along with normal area traffic.
 - b. How traffic will be managed to ensure nearby residents have safe and efficient access into and out of their neighborhoods and other areas.
 - c. Where traffic control attendants will be stationed. Attendants will be provided at the sole expense and liability of the Organizer.
 3. A parking control plan (when required) showing /describing:
 - a. Locations with sufficient parking capacity to accommodate tournament attendees. This includes providing proof that the owner or manager of the location has granted the Organizer the authority to use the location.
 - b. Where parking attendants will be stationed. Attendants will be provided at the sole expense and liability of the Organizer.
 4. A garbage and cleanup plan (when required) identifying:
 - a. How garbage will be disposed of.
 - b. How the Organizer will ensure any facilities, (including, but not limited to fields, shelters, parking lots, picnic tables, etc.), used in conjunction with the tournament are clean and free of litter and signage. Implementation of the garbage and cleanup plan will be provided at the sole expense and liability of the Organizer.
 5. Payment of all other tournament-related fees, charges and deposits.
- F. The City reserves the right to deny any tournament application, if the application:
 1. Is incomplete.
 2. Conflicts with other park reservations.
- G. In most cases, the number of participants and/or the size and scope of the tournament will affect facility-wide parking and/or traffic, and access to or use of facilities/services near the tournament by non-participants. Such affects may render park facilities unavailable for rent

by other park users. During the Shelter Rental Period, the City, at its sole discretion, may require the Organizer to rent those unavailable facilities in addition to the facilities requested by the Organizer. The Organizer will be required to rent said facilities at the standard rental fee for the time period in which the tournament takes place.

1. During the months of August and September, rental of two or more Cook Park softball/baseball fields requires the Organizer to rent shelter 2. *
2. Rental of Cook Park soccer fields 1, 2 and 3 requires the Organizer to rent shelters 1 and 2. *
3. Rental of Cook Park soccer fields 4 or 5 requires the Organizer to rent shelter 4 and the Bishop-Scheckla Pavilion. *
4. Rental of four or more Cook Park soccer fields requires the Organizer to rent shelters 1, 2, 4, and the Bishop-Scheckla Pavilion. *

* In the event these shelters were already rented by other park users, the tournament or event will not be scheduled, and a full credit or refund (including non-refundable fees) will be issued.

VI. Special Events Including Fun Runs and Walks

- A. The Organizer is required to submit a completed application for:
 1. All events that are open to the public and are held in or routed through City property, including parks, that:
 - a. Are held during the Shelter Rental Period. The application is required regardless of the number of attendees.
 - b. Will draw more than 25 attendees, including, but not limited to the Organizer, participants, volunteers and workers. The application is required even if the event takes place outside the Shelter Rental Period.
- B. A separate application must be submitted for each event or event not held on consecutive days. For example, a fun run held on four Sundays in May (non-consecutive days) requires four applications. An event held Friday – Sunday (consecutive days) requires one application.
- C. All fees, charges, deposits must be submitted with the application at the time the reservation is made. The organized group processing fee applies to all events and is non-refundable.
- D. The application must be submitted to the City at least 45 days prior to the event.
- E. No less than 30 calendar days prior to any tournament, it is the sole responsibility of the Organizer to furnish the City with a:
 1. Certificate of insurance as specified in Tigard park facility rental application.
 - a. Organizer is responsible for the payment of all insurance premiums and deductibles.
 - b. Organizer will maintain insurance coverage as required by the City throughout the entire rental period.
 - c. Insurance coverage must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance provided by carrier(s) with an unacceptable financial rating.
 - d. Any certificate of insurance that fails to comply with the City's requirements will not be accepted.
 2. Traffic control plan (when required) showing/describing:
 - a. How traffic will be managed to ensure there is sufficient capacity/flow to accommodate tournament attendees along with normal area traffic.
 - b. How traffic will be managed to ensure nearby residents have safe and efficient access into and out of their neighborhoods and other areas.

- c. Where traffic control attendants will be stationed. Attendants will be provided at the sole expense and liability of the Organizer.
 - 3. Parking control plan (when required) showing /describing:
 - a. Locations with sufficient parking capacity to accommodate tournament attendees. This includes providing proof that the owner or manager of the location has granted the Organizer the authority to use the location.
 - b. Where parking attendants will be stationed. Attendants will be provided at the sole expense and liability of the Organizer.
 - 4. Garbage and cleanup plan (when required) identifying:
 - a. How garbage will be disposed of.
 - b. How the Organizer will ensure any facilities, (including, but not limited to fields, shelters, parking lots, picnic tables, etc.), used in conjunction with the tournament are clean and free of litter and signage. Implementation of the garbage and cleanup plan will be provided at the sole expense and liability of the Organizer.
 - 5. A plan outlining how the Organizer will monitor, direct and provide assistance to event participants for walks, fun runs and similar events. The plan will include:
 - a. A map of the event route and activity stations.
 - b. Where/when the Organizer will post event workers at roads, in parking areas, at trail crossings or at activity stations.
 - c. When event participants will travel on or across Tigard streets, the Organizer must provide documentation that the event was approved by the Tigard Police Department.
 - d. When event participants travel through adjoining cities, such as Durham or Tualatin, the Organizer must provide documentation that the event was approved by these adjoining cities.
 - e. During the Shelter Rental Period, the event must conclude no later than noon.
- F. The City reserves the right to deny any event application, if the application:
 - 1. Is incomplete.
 - 2. Conflicts with other park reservations.
- G. In some cases, the number of participants and/or the size and scope of the event will affect facility-wide parking and/or traffic, and access to or use of facilities/services near the event by non-participants. Such affects may render park facilities unavailable for rent by other park users. During the Shelter Rental Period, the City, at its sole discretion, may require the Organizer to rent those unavailable facilities in addition to the facilities requested by the Organizer. The Organizer will be required to rent said facilities at the standard rental fee for the time period in which the event takes place. In the event said facilities shelters were already rented by other park users, the event will not be scheduled, and a full credit or refund (including non-refundable fees) will be issued.

VII. Prohibited at City Facilities

- A. The following are prohibited in City facilities:
 - 1. Play structures such as dunk tanks, rock climbing walls, mechanical bulls, inflatable pools, or play structures that participants climb in or on (e.g. bounce houses).
 - 2. The sale or offer to sell any article, or performing or offering to perform any service for hire except as outlined in Chapter 7.52.080 of the Tigard Municipal Code.
 - 3. Gratuities or tips.

VIII. Alcohol

- A. Alcoholic beverages are permitted in most Tigard parks. However, alcohol is prohibited in all Downtown Tigard parks located within the Urban Renewal District including, but not limited to: Main Street Park, Liberty Park, Commercial Park, Fanno Creek Park and the Jim Griffith Memorial Skate Park.
- B. The sale of beer or wine at City facilities is prohibited except as outlined in Chapter 7.52.100 of the Tigard Municipal Code.
- C. In parks where alcohol is permitted, requirements vary based on how the alcohol is provided.
 - 1. If there is no pre-paid admission or registration for the event and a single source provider (host) provides/serves alcohol to event participants, it is the sole responsibility of the Organizer to furnish the City with a certificate of insurance that includes a host liquor liability endorsement as specified in Tigard park facility rental application. The City must receive the certificate no less than 30 calendar days prior to any rental.
 - a. Organizer is responsible for the payment of all insurance premiums and deductibles.
 - b. Organizer will maintain insurance coverage as required by the City throughout the entire rental period.
 - c. Insurance coverage must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance provided by carrier(s) with an unacceptable financial rating.
 - d. Any certificate of insurance that fails to comply with the City's requirements will not be accepted.
 - 2. If there is pre-paid admission or registration for the event and a single source provider (host) provides/serves alcohol to event participants, all individuals who serve alcohol must possess a valid alcohol server permit issued by the Oregon Liquor Control Commission (OLCC). It is the sole responsibility of the Organizer to furnish the City with OLCC permits for all individuals who will serve alcohol as specified in the Tigard park facility rental application. The City must receive the permits no less than 30 calendar days prior to any rental.
 - 3. There are no insurance requirements if event participants bring their own alcohol for personal consumption.
- D. Consumption of alcohol must comply with all applicable state liquor laws and permitting requirements.

VIII. Cancellations, Refunds

- A. No credit or refunds are made due to weather conditions.
- B. The following charges and fees are non-refundable:
 - 1. Application fees
 - 2. Organized group processing fees
 - 3. 25-percent down payment on all tournament-related charges and fees
- C. For all tournaments and special events, requests for credits or refunds must be received, in writing, no less than 30 calendar days prior to the rental/event.
- D. Requests for credits or refunds—other than those associated with tournaments or special events—must be received, in writing, 14 calendar days prior to the rental/event.