



MISSOURI CITY PARKS AND RECREATION RECOGNIZED SPORTS ASSOCIATION (RSA) DESIGNATION APPLICATION

Administration Office
2701 Cypress Point Drive | Missouri City, Texas 77459
Phone: 281.403.8637 Fax: 281.403.8649

Pursuant to Missouri City Code Section 74-92, at least once a year, the City's Director of Parks and Recreation will cause to be published on the City's website, the names and locations of and the time periods that athletic fields will be available for use by recognized sports associations for that year, the date that the City will begin and stop accepting applications for recognized sports association designation and applications for renewal of recognized sports association designation, and how to obtain information to submit such applications to the City.

SECTION 1. APPLICANT INFORMATION

Application Date: _____
Applicant Name: _____ Title: _____
The person listed as the Applicant shall be the sole contact person for purposes of this application.
Home Address: _____ Subdivision: _____
City/State: _____ Zip: _____
Phone Number: _____ Email: _____

SECTION 2. ASSOCIATION AND SPORTS INFORMATION

Name of Association: _____
 The association named above is seeking a new RSA designation. This is a renewal of an existing RSA designation.
Name and Address of Requested Athletic Field(s): _____
Type of Sport: _____
Will field lights be required? Yes No

REQUIRED ATTACHMENTS

- Proof of the applicant's status as a nonprofit organization and that the applicant is in good standing with the state of Texas and with the Internal Revenue Service as a tax exempt organization; including, but not limited to, a certificate of incorporation as a nonprofit organization and an IRS determination letter.
- A roster of the names and residential addresses, including the street, City, and zip code, of each individual who will participate in the applicant's proposed sporting event at the athletic field(s) for which RSA designation is sought, and if such roster is not available, the names and addresses of each person who participated in the applicant's most recent sporting event; provided that, if granted RSA designation, the applicant shall provide to the City any changes to the roster before the first day the RSA proposes to use the assigned athletic field(s).
- A schedule of the type of sporting events, including, but not limited to, tryouts, practices, leagues, games, tournaments, and opening and closing day ceremonies that will be conducted at the athletic field(s) for which RSA designation is sought, the dates and times that such sporting events will be conducted, and alternative dates and times that may be used by the applicant to conduct such sporting events in the event that the athletic field(s) for which RSA designation is sought is not available for use due to circumstances outside the control of the applicant. The schedule must incorporate periods of non-use of the athletic field(s) to allow turf to rest and recover and does not request year-round use of such athletic field(s).
- Documentation that demonstrates that the applicant is eligible for RSA designation pursuant to subsections 74-91(a)(2) (relating to board members), (3) (relating to board of directors' meeting), (5) (relating to volunteers), (6) (relating to concussion education), (7) (relating to insurance), (8) (relating to criminal background check policy), and (9) (relating to criminal background checks).
- Documentation that supports the applicant's historical ties to the athletic field(s) for which RSA designation is sought, including, but not limited to, historical data that shows the applicant's on-going, recurrent or established use of such athletic field and the dates and times that the applicant has held sporting events at such athletic field(s).
- Renewals Only:** A roster of the names and residential addresses, including the street, City, and zip code, of each individual who participated in the applicant's most recent sporting event season conducted at the athletic field(s) for which RSA designation was granted.



RECOGNIZED SPORTS ASSOCIATION RULES AND REGULATIONS

(Please initial each item for compliance/acknowledgment)

1. **ELIGIBILITY.** A sports association shall meet the following requirements to be deemed eligible to receive an RSA designation:
 - (a) The sports association must be a nonprofit organization that is exempt from state and federal taxation, and in good standing with the state of Texas and the Internal Revenue Service;
 - (b) At least 25 percent or three members of the sports association's board of directors, whichever number is greater, must reside within the territorial limits of the City as determined by the most-recently approved City tax roll of real property records;
 - (c) The sports association must conduct at least one board of directors meeting per year as evidenced by the association's board meeting minutes;
 - (d) At least 51 percent or more of the participants in the sports association's proposed sporting event at the athletic field(s) for which RSA Designation is sought must reside within the territorial limits of the City as determined by the most-recently approved City tax roll of real property records; except that, for a sports association seeking RSA Designation for use of the Sta-Mo Park, the requirement that at least 51 percent or more of the participants of the sports association must be City residents may be met by individuals who reside within the territorial limits of the City and the City of Stafford;
 - (e) The sports association must designate at least two employees or volunteers of the association who will be present at and during each of the sports association's sporting events at the athletic field(s) for which RSA Designation is sought; Such employees or volunteers must be at least 21 years of age and have completed training in cardiopulmonary resuscitation (CPR) and basic first aid;
 - (f) Each coach or trainer who will participate in the sports association's proposed sporting event at the athletic field for which RSA Designation is sought must complete training in concussion education;
 - (g) The sports association must have comprehensive general liability insurance with a combined single limit of \$1,000,000.00 per occurrence with the City named as an additional insured;
 - (h) The sports association must have adopted a written criminal background check policy or procedure that is used by the sports association to determine an individual's eligibility to work for or volunteer with the sports association in sporting events involving individuals who are under the age of 18; and
 - (i) A member of the sports association's board of directors must attest that each employee or volunteer that will be involved in the sports association's sporting events at the athletic field for which RSA designation is sought has undergone and passed a criminal background check in accordance with the sports association's criminal background check policy or procedure. A sports association that is granted RSA designation shall maintain the results of the criminal background checks required for a period of three years from the date the sports association submits an application for RSA Designation or an application for renewal of RSA Designation, as applicable, and such results shall be available for review upon the City's request.

 Initial

2. **CONDITIONS AND RESTRICTIONS.** The City may impose the following restrictions on approving an RSA Designation application. Restrictions may include, but are not limited to:
 - (a) Restrictions on fires, fireworks, amplified sound, type of sport, use of animals, equipment or vehicles, the number of persons to be present, the location of any bandstand or stage, or such other restrictions as may be reasonable considering the intended activity or use, its effect on the general public's use and enjoyment of the athletic field sought, and the possible injury or damage to persons or property;
 - (b) A requirement that the applicant pay a fee as set forth in a resolution adopted by the City council to defray the cost of furnishing security by the City at the proposed activity;
 - (c) A requirement that the applicant pay a fee as set forth in a resolution adopted by the City Council as a security deposit for the repair of any damage to City property or the cost of cleanup, or both;
 - (d) A requirement that the applicant furnish additional sanitary and refuse facilities that might be reasonably necessary considering the intended activity for which the athletic field use permit is being sought;

(e) A requirement that the applicant for an RSA Designation provide proof of a comprehensive general liability insurance policy issued by an insurance company authorized to do business in the State of Texas; provided that, the City shall be named as an additional insured on such policy and the policy limits of said insurance shall conform to those required by the City Manager; or

(f) A requirement that the applicant agree to indemnify and hold harmless the City and its officers, agents and employees from any and all actions, claims, costs, damages and expenses, including, but not limited to, attorney's fees and court costs, arising out of the use of the athletic field by the applicant; provided that such indemnification shall apply with respect to all acts or omissions of the applicant and the applicant's invitees, licensees, relatives, friends and their respective invitees, licensees, relatives, and friends associated with the use of such athletic field. _____ Initial

3. **PRECEDENCE.** In the event that two or more sports associations meet the conditions for RSA Designation, and such sports associations have requested use of the same athletic field on the same dates and times, the order of precedence, with the first paragraph below taking the highest precedence, for granting RSA designation for use of said athletic field shall be as follows:

(a) The sports association that most recently held RSA Designation for use of said athletic field(s) and is seeking renewal of RSA designation for said athletic field(s);

(b) In the event that no sports association has priority pursuant to subsection (a), above, the sports association having the longer duration of historical ties to said athletic field(s), as determined by an established, on-going or recurrent use of the athletic field;

(c) In the event that no sports association has priority pursuant to subsections (a) and (b), above, the sports association with the greater number of participants who reside within the territorial limits of the City; and

(d) If said athletic field(s) is new, the sports association with the greater number of participants who reside within the territorial limits of the City. _____ Initial

4. **CONCESSIONS.** An RSA holder will be given priority to use, for the duration of the RSA's season, a concession stand, located in or adjacent to the RSA's assigned athletic field, provided that such RSA has complied with all applicable laws, including Article II of Chapter 18 of the Missouri City Code, relating to the sale of food.

5. **AGE.** Persons must be at least eighteen (18) years of age to apply for an RSA Designation. _____ Initial

6. **POSSESSION OF DESIGNATION.** A signed RSA Designation must be in the RSA holder's possession at all times during use of the reserved facility. Missouri City Police Dispatch may be contacted at 281.403.8700 should an officer be needed for any reason during the RSA holder's rental time. _____ Initial

7. **ADDITIONS.** Additions or temporary structures added to City facilities such as decorations, stages, tents, or concession stands by an RSA holder must be pre-approved by the City. Permanent additions or improvements are not allowed. _____ Initial

8. **LIABILITY AND INDEMNITY.** RSA holders shall be liable to the City for any loss or damage to City property or equipment, any loss or damage to property, or injury or death to any persons whatsoever related to or arising out of the RSA holder's use of the reserved facility. **The City is not responsible for lost, damaged, or misplaced property** placed in or on its facilities or grounds. Furthermore, the City is released and discharged from any and all liabilities for loss, injury, or damage to persons or property that may have arisen out of the use or occupancy of the rented facility and its grounds. **INDEMNIFICATION: The RSA holder, on behalf of his or her heirs, executors, administrators, personal representatives, and assigns, agree to indemnify, defend, and hold harmless the City of Missouri City, its employees, officers, contractors, subcontractors, and agents, in both their individual and official capacities, and its assigns and successors from and against any and all actions, causes of action, claims, or demands of every kind and character, including, but not limited to, attorney's fees and court costs, arising out of the use of City facilities by the RSA holder. Furthermore, such indemnification shall apply with respect to all acts of omissions of the renter, renter's invitees, licensees, relatives, friends, and their respective invitees or licensees associated with the rental use of the City facilities.** _____ Initial

9. **COMPLIANCE WITH LAW.** RSA holders shall be bound to the requirements of Chapter 74 of the Missouri City Code, as well as all other applicable City ordinances, resolutions, policies, procedures and rules, and applicable federal and state laws. _____ Initial

10. **ASSIGNMENT.** An RSA holder may not transfer or assign use of an athletic field to another person without the prior written consent of the Director of Parks and Recreation. _____ Initial
11. **REMOVAL OF TRASH.** RSA holders are responsible for the removal of trash and litter generated by the use or activity for which the RSA Designation is granted. _____ Initial
12. **ADDITIONAL FEES.** An RSA holder may be assessed additional fees as set forth in a resolution adopted by the City for the maintenance, cleaning, and other similar services arising from the use or activity for with the RSA designation is granted. _____ Initial
13. **CONDITIONS FOR REFUND.** If a situation arises so that it becomes necessary for the City to use the reserved facility for an event sponsored or co-sponsored by the City, or to close the reserved facility deemed unsafe for its intended use due to a natural disaster, or another reason affecting public health and safety, the RSA holder shall be given notice at the earliest opportunity, and the rental fee refunded. _____ Initial
14. **MAINTENANCE.** The City will provide routine maintenance, excluding field preparation, to athletic fields. In consideration of receiving priority and exclusive use of an athletic field(s) during the dates and times set forth in a recognized sports association's (RSA's) approved schedule of sporting events, an RSA shall be responsible for providing its own supplies, maintaining the restrooms and concession stands during the dates and times set forth in the approved schedule of sporting events, and maintaining the fields of the assigned athletic field(s) during and after the RSA's season in accordance with the rules for field maintenance of athletic fields promulgated by the Director of Parks and Recreation in accordance with Chapter 74 of the Missouri City Code. _____ Initial
15. **NO SMOKING.** City facilities are "smoke-free" facilities. Smoking is prohibited inside a City facility and its grounds. Failure to comply shall result in the RSA holder's rental agreement to be terminated, and no refund of any rental fees to be issued. _____ Initial
16. **UNUSED TIME.** The conclusion of the RSA holder's event prior to the reserved event time does not constitute reimbursement or a refund of the unused time. _____ Initial
17. **OPEN FLAMES.** There are **no open flames**, flame producing devices, or any inflammable/combustible materials permitted at any City facility or its grounds. This includes but is not limited to candles, torches, incense burners, and charcoal grills. Failure to comply with this policy shall result in forfeiture of the renter's deposit and possible termination of the RSA holder's event(s). _____ Initial
18. **INSURANCE.** The City reserves the right to require applicants to provide liability insurance, property damage insurance, and/or other coverage when deemed necessary to protect the public and City facilities, its grounds, and equipment. _____ Initial
19. **KEYS.** An RSA holder that is provided keys to an athletic field shall ensure that such athletic field is secured from entry after use by the RSA. All keys shall be returned to the City on or before the end of the RSA's season. If the keys provided to an RSA are lost, the RSA shall immediately report such loss to the Director of Parks and Recreation. An RSA may not change locks or make additional copies of keys to an athletic field without the prior written approval of the Director, and shall make requests of any required maintenance of a lock to the Director.
20. **The applicant has been given the opportunity to fully read the Rules and Regulations of the RSA Designation application, and have any and all questions answered by a Parks and Recreation Supervisor.** _____ Initial

I, the undersigned, have read, initialed and understand the fees, rules, and regulations which pertain to the requested rental facility. I hereby agree that I shall abide by the rules and regulations governing the use of this facility and shall be responsible for any facility, furniture or equipment damages caused by my use of the requested facility.

Applicant Signature

Date