CITY OF CLEARWATER

SPORTS AND PROGRAM CO-SPONSOR AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the CITY OF CLEARWATER, FLORIDA, a municipal corporation of the State of Florida, herein referred to as "City", P.O. Box 4748, Clearwater, FL 33758 and the ______ herein after referred to as "Co-Sponsor Group"_____.

(address)

WITNESSETH:

WHEREAS, the Co-Sponsor Group is an organized recreational group or program approved by the Parks and Recreation Director, which provides its own volunteer leadership and administration; and

WHEREAS, the City recognizes the Co-Sponsor Group as providing a valuable service to the community, through their extensive use of volunteers and volunteer resources; and

WHEREAS, the Co-Sponsor Group meets all of the criteria included in this Agreement, and

WHEREAS, the Co-Sponsor Group desires to use various City-owned facilities for organized sports programs and or various other recreational related activities for the citizens of Clearwater; and

WHEREAS, the City owns certain public properties and facilities that are available to be utilized by the Co-Sponsor Group for their programs; and

WHEREAS, the Co-Sponsor Group may use the physical facilities owned and maintained by the City or leased to the City subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the City agrees to allow the Co -Sponsor Group to utilize City facilities as described in Exhibit "J" attached hereto, as may be amended from time to time, and is hereby made a part of this Agreement, under the following terms and conditions:

1. Recitals. The foregoing recitals are true and correct and are incorporated in and form a part of this Agreement.

2. The term of the Agreement will be for a period of one (1) year commencing

_____ and ending _____.

3. The Co-Sponsor Group agrees to abide by and enforce all City ordinances as they relate to Parks & Recreation. The ordinances can be found at:

https://library.municode.com/fl/clearwater/codes/code_of_ordinances

- 4. This Agreement may only be amended by written amendment to this Agreement, executed by both Parties.
- 5. This Agreement will remain in effect unless terminated by either party as follows:
 - a. Upon breach of this Agreement by a party, the other party will give written notice of termination of this Agreement specifying the claimed breach and the action required to cure the breach. If the breaching party fails to cure the breach within five days from receipt of said notice, then the contract will terminate ten days from receipt of the written notice.
 - b. Either party may terminate this Agreement without cause by giving written notice to the other party that the Agreement will terminate 30 days from the receipt of said notice by the terminating party.
- 6. Subject to available funding, the City will provide and maintain facilities for the Co - Sponsor Group for their approved program and activity. The City of Clearwater Parks and Recreation Department is dedicated to improving the overall quality of sports and athletics in the City and reserves the right to close any field, at any time, for any reason, in its sole discretion, including but not limited to, for maintenance purposes or poor field conditions.
- 7. Any unpermitted use of a facility or field may result in fees, and or immediate termination of present and/or future field use. Individual teams or participants using closed facilities will be considered representatives of the Co-Sponsor Group in which they participate.
- 8. The Co-Sponsor Group agrees to provide recreational programs and activities to primarily benefit the residents of Clearwater. The City will actively promote the Co-Sponsor Group programs and activities utilizing City resources i.e. my Clearwater Magazine, C-View, etc. Promotional materials must be approved by city liaison before distribution (i.e. camps, clinics, tournaments, etc.). Any promotional materials using the City of Clearwater logo must receive written approval prior to distribution.

- 9. The City of Clearwater complies with the Americans with Disabilities Act of 1990, Public Law 101-336, July 26, 1990 (42 USCA § 12101) ("ADA"), which prohibits discrimination on the basis of disability. The ADA, as applied to cities, counties, and other local governmental entities, requires that no qualified individual with a disability shall, on the basis of a disability, be denied the benefits of local government services, programs, or activities. The Co-Sponsor Group acknowledges the importance of complying with the ADA and agrees to educate itself and its members of all requirements of the ADA and will abide by same.
- 10. The Co-Sponsor Group shall not discriminate on the basis of race, creed, color, age, national origin, religion, sex, disability or any other protected class in accordance with current state or federal laws. The City reserves the right to terminate this Agreement. immediately upon breach of this covenant.
- 11. The Co-Sponsor Group shall maintain legal status as a state or federal Internal Revenue Service approved 501(c)(3) organization. Such status shall be maintained during the term of this Agreement and proof of this status shall be submitted to the City annually. If 501(c) (3) status is rescinded, suspended, cancelled, or otherwise changed, the Organization shall notify the City within thirty (30) days. Failure by the Organization to maintain such status shall be cause for immediate termination.
- 12. The Co-Sponsor Group agrees to provide competent leadership for the program. The Board of Directors, as established by the organization's by-laws, will include at minimum, one (1) City of Clearwater resident. The Board of Directors will conduct the program in the best interest of the City of Clearwater.
- 13. The Co-Sponsor Group agrees to provide recreational programs and activities to primarily benefit the residents of Clearwater. The Co-Sponsor Group agrees to promote their program to the citizens of Clearwater and that a minimum of 50% of their participants will be residents of the City of Clearwater. If the 50% target is not being satisfied, the Co-Sponsor Group may submit a plan to achieve this goal or an alternative that must be approved by the City. Failure to maintain fifty percent (50%) resident participation may be cause for termination with thirty (30) days' notice, if a viable plan to increase resident participation is not approved by the City.
- 14. The Co-Sponsor Group agrees to submit the following as specified, and if appropriate as outlined in corresponding Exhibits. Failure to comply with this procedure may result in future co-sponsorship agreement denial, fees, immediate termination of present and/or future field use, or termination of current co-sponsor agreement.

- a. The Co-Sponsor Group will provide the following information each year as outlined in Exhibit A.
 - Specific range of dates for their primary season and registration dates.
 - Request the facilities and/or fields for their primary season
 - Request any special event dates such as tournaments, clinics, camps, fundraisers, etc. Charges will be determined per the agreement.
- b. Current roster as defined in Exhibit J.

Due Date: _____ or as defined in Exhibit J.

- Rosters must include the following:
 - o Name of participant
 - o Participant's home address
 - o Participant's date of birth
 - o Parent/Guardian Name
 - o School Attending
- c. Payment for participants who do not have valid participant cards.

Due Date: _____ or as defined in Exhibit J.

- Each participant is expected to possess a current City of Clearwater Recreation Card. The card must be valid for at least 50% of the Co-Sponsor Group's season as outlined in Exhibit J. A fee will be accessed to the organization for each member determined not to have a current City of Clearwater Recreation Card, regardless of whether the individual is a City of Clearwater resident or non -resident.
 - o Current fees are as follows:
 - \$128.40 for recreational
 - \$192.60 for competitive
 - Or as outlined in Exhibit J.

- If a player does not have or purchase a Recreation Card, the fee charged to the organization will include tax. The organization is acting as a conduit for the individual and as such is responsible for the tax portion of the Recreation Card purchase.
- Roster payments must be accompanied with a Participant Card Application for each person without a valid Recreation Card. See Exhibit K.
- This fee is subject to change as defined in Clearwater Code of Ordinances, Appendix A - Schedule of Fees, Rates, and Changes; XI Parks, Beaches, Recreation -Use of Facilities by nonresidents (ch 22).
- It is recommended that the Co-Sponsor Group retain a copy of the participant's recreation card or a copy of the recreation card receipt.
- d. An accurate facility and/or field schedule for approved season, depicting actual use. See Exhibit J.
- e. A complete list of current Board of Directors: Due date:
- f. A list of all coaches and their certifications and proof of required Level II or City approved equivalent background checks. See Exhibit C & J.
- g. Copy of by-laws: Due date:
- h. Verification of non -profit status: Due date: _____
- i. A copy of Insurance Certificate naming the City of Clearwater and the Pinellas County School Board as additionally insured, and waiver, if applicable. See Section 16 for coverage requirements: Due date:

See Exhibit H for Insurance Exemption Form

- j. DR-14 (tax exemption form), if applicable:
- k. Annual financial statement: Due date: _____ See Exhibit I for template of minimal requirements.
- I. Annual Co-Sponsor Group Summary Report:
 - Submitted at the end of the approved season.
 - See Exhibit G for template and due date.

- m. Submit nomination for Excellence in Youth Sportsmanship Award: Due date:
- n. Copy of concessions manager certification, if applicable: Due date:
- o. Emergency Action Plan for each facility used during season: Due date:

See Exhibit F for Emergency Action Plan template.

- 15. The Co-Sponsor Group agrees that it will indemnify and hold harmless the City, its officers and employees from liabilities, demands, damages, losses, and costs to the extent caused by the negligence, reckless, or intentionally wrongful conduct of Co- Sponsor Group, staff, volunteers or agents, or on account of any unsafe condition that may exist as a result of the negligent operation by Co-Sponsor Group, staff, volunteers or agents of the facilities.
- 16. The Co-Sponsor Group further agrees to carry at its own cost and expense, acquire and maintain during the term with the City, sufficient insurance to adequately protect the respective interest of the parities. Specifically, the Co-Sponsor Group must carry the following minimum types and amounts of insurance on an occurrence basis, or in the case of coverage that cannot be obtain ed on an occurrence basis then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of the Agreement. These insurance requirements shall not limit the liability of the Co-Sponsor Group. The City does not represent that these types or amounts of insurance to be sufficient or adequate to protect the Co -Sponsor Group's interests or liabilities, but are merely minimums:
 - a. Comprehensive General Liability insurance on an "occurrence" basis including but not limited to bodily injury, personal injury, and property damage with limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate.
 - b. Automobile Liability insurance for any motor vehicle owned by, hired by, used by, or used on behalf of the Co-Sponsor Group, providing Bodily Injury Liability and Property Damage Liability covering any injury or damage with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. If the Co-Sponsor Group does not own any motor vehicles or use City Property as the origin for group travel, this insurance is not required.
 - c. The City recommends but does not require the following coverages to protect the Co-Sponsor Group. The City is not liable and shall be

indemnified against any claims arising from any claims made against the recommended coverages provided below.

- i. Property Insurance
- ii. Crime and Employee Dishonesty Coverage
- iii. Sexual Abuse & Molestation Coverage
- iv. Workers Compensation Coverage
- v. Employers Liability Insurance

ADDITIONAL INSURED: The City is to be specifically included as an additional insured on all liability coverage described above except for the Workers' Compensation coverage.

OTHER INSURANCE PROVISIONS: The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. **PRIMARY INSURANCE COVERAGE**: For any claims related to this Agreement, the Co-Sponsor Group's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Co-Sponsor Group's insurance and shall not contribute to it.

2. **RIGHT OF RECOVERY**: Except for Workers' Compensation, the Co-Sponsor Group waives its right of recovery against the City, to the extent permitted by its insurance policies.

<u>CERTIFICATE OF INSURANCE/CERTIFIED COPIES OF POLICIES</u>: The Co-Sponsor Group will provide the City with a Certificate or Certificates of Insurance showing the existence of coverage as required by the Agreement. In addition, the Co-Sponsor Group will provide to the City, if asked in writing, certified copies of all policies of insurance. The Co-Sponsor Group will maintain the required coverage with a current Certificate or Certificates of Insurance throughout the term of the Agreement with the City. New certificates and new certified copies of policies shall be provided to the City whenever any policy is renewed, revised, or obtained from other insurers. The address where such certificates and certified policies shall be sent or delivered is as follows:</u>

City of Clearwater Attention: Athletics Office 1160 Seminole Street Clearwater, FL 33755 And City of Clearwater Attention: Risk Manager 100 S. Myrtle Ave. Clearwater, FL 33756

- 17. The Co-Sponsor Group will maintain a positive relationship with the City and Parks and Recreation Department by:
 - a. Obtaining prior approval for any activities.
 - b. Obtaining prior approval for any field or facility improvements.
 - c. Providing all requested information and paying all fees on time.
 - d. Informing Parks and Recreation staff of field problems or schedule change requests in a timely manner.
 - e. Enforcing and abiding by all applicable laws, rules, policies and procedures.
 - f. The Co-Sponsor Group President will be the liaison with the City unless the President appoints another representative.
 - g. The City and the Co-Sponsor Group will make a good faith effort to reply to all communications (phone, e-mail, etc.) within two (2) business days.
- 18. The Co-Sponsor Group will act as a good caretaker and custodian of all City of Clearwater property by avoiding any activity that may damage the facilities, by cleaning up trash after each use, by enforcing the "no smoking" policy, by utilizing lights only when needed and turning them off after use.
- 19. The Co-Sponsor Group will assume all responsibility to monitor storm conditions and evacuate playing fields of participants and spectators when the threat of lightning or dangerous conditions approaches. Co-Sponsor Group will cancel

games when field or playing conditions could cause harm or damage to participants or to the facilities i.e. flooded fields.

20. The Co-Sponsor Group will validate the quality of adult leadership by conducting and authorizing annual Level II or City approved equivalent criminal background checks, on all persons acting as a coach, and any person acting in an official capacity with any organization directly overseeing the Co-Sponsor Group's youth activities.

These checks shall be conducted and completed prior to the beginning of each playing season or involvement with children and shall remain valid for the duration of this agreement. The Co-Sponsor Group shall employ a reputable company to conduct such checks. A statement confirming the completion of the background checks is due to the Athletics Office prior to the first day of utilization of any City facility hereunder. Co-Sponsor Group is responsible to notify the City of any persons acting in an official capacity with the organization added during the season or after initial form was provided. Said individuals shall undergo the criminal background check and a notarized form must be provided for each individual added.

The Co-Sponsor Group shall also adopt and publish a criminal background check policy to be used for determining an individual's eligibility to coach. Should an individual be disqualified as a result of the check, the Co -Sponsor Group will prohibit that individual from serving in any official capacity with the Co-Sponsor Group's activities, disqualify that individual from providing any services or participating in any activities contemplated under this Agreement, and notify the City of said applicant disqualification. The Co-Sponsor Group shall establish a policy as to how its criminal background checks will be processed and will pay for the cost of each background check.

Exhibit "C" – Criminal Background Investigation Policy is shown as a base required for the Co-Sponsor Group.

The Co-Sponsor Group shall furnish to the City a listing of the persons that have successfully undergone a Level II or City approved equivalent criminal background check prior to the beginning of any individual's involvement with any youth related activities. A Co-Sponsor Group Board member and Notary Public shall sign this listing for final verification of the actions taken by the Co-Sponsor Group.

21. Volunteers under the age of 18 must be approved by the Co -Sponsored Group in advance. A written list of all qualified volunteers under the age of 18 must be submitted to the City prior to use of volunteer.

- a. Minors may access the facility but only in the presence of an approved coach.
- b. Minors cannot supervise other minor participants of the program.
- 22. The Co-Sponsor Group will recognize and support City public/private partnerships. The Co-Sponsor Group will be given ample notice of such partnerships and their responsibility if any.
- 23. The Co-Sponsor Group must receive prior written approval from Parks and Recreation to make any alterations, changes or additions to the existing facilities. The Co- Sponsor Group is responsible for submitting a facility improvement request form for review/approval.
- 24. The Co-Sponsor Group is not permitted to operate a concession stand when an outstanding City agreement is in place. The Co-Sponsor Group will not engage in private third-party operations of the concession stand.

In the absence of an outstanding City agreement, the Co-Sponsor Group is permitted to operate a concession stand. The Co-Sponsor Group will also be responsible to maintain the concession stands to the standards established by the State of Florida Department of Health and the City of Clearwater as outlined in Exhibit B.

Any Co-Sponsor Group that operates a concession stand will be required to have their concession manager become a Certified Professional Food Manager. As regulated by the Florida Department of Health, food service operations must provide annual training for employees. It is the responsibility of the certified manager or person in charge to train or ensure the training of all employees under their supervision and control who engages in the storage, preparation, or serving of food, or cleaning of equipment, utensils, or food contact and non -food contact surfaces, and to do so in accordance with acceptable sanitary practices. The trainings must be annual and provided to employees by March 31 of each year. Employees hired after the annual training has been provided for that calendar year must receive training within 30 days of being hired. The certified manager or person in charge must also maintain a copy of the establishment's most recent regular food service inspection form provided by the department. Employees shall present this inspection form to guests or patrons for their review upon request.

25. Facilities constructed by the Co-Sponsor Group i.e. press boxes, concession stand, batting tunnels etc., will be maintained by the Co-Sponsor Group. Failure to maintain these facilities in a manner acceptable to the City shall be a material

breach of this Agreement and may result in the termination for cause of this Agreement.

- 26. Schedules submitted by the Co-Sponsor Group must accurately depict field/facility use and any changes must be approved before they are implemented. The City reserves the right to revise or revoke schedules of facilities based on inappropriate use or non -use by the Co-Sponsor Group. The City also has the sole right to assign fields or facilities to others if use by the Co-Sponsor Group is not substantiated.
- 27. The Co-Sponsored Group will be responsible for all tournament fees for any tournament. Any other events including fundraising events or activities will be charged per the Athletics Office fee schedule. The Co-Sponsored Group will be responsible for all facility fees for any non -sponsored seasons. The Co-Sponsored Group will be responsible for all facility fees are required to participate. The Co-Sponsored Group will be responsible for direct City costs for any camps/clinics open to the public and free to participate.
- 28. Any revenue collected by the Co-Sponsor Group on City property must be used to promote and support the Co-Sponsor Group's activities. Use of funds for other purposes could result in termination of this Agreement.
- 29. The Co-Sponsored Group agrees that all staff, coaches, volunteers and agents of the Co-Sponsored Group shall conduct themselves as good role models exemplifying good sportsmanship, cooperation and appropriate behavior. The City reserves the right to require removal of any person associated with the Co-Sponsored Group if he/she is deemed to be exhibiting behavior detrimental to overall success of the organization or City.
- 30. The Co-Sponsor Group and all its invitees will abide by all applicable law s and all City policies when using City facilities, including those policies which state that the consumption of tobacco products or alcoholic beverages on City or School property is prohibited.
- 31. The Co-Sponsor Group further agrees to make no unlawful, improper, or offensive use of the facilities.
- 32. If either party terminates the Agreement, any improvements made to the property by the Co-Sponsor Group will remain the property of the City.
- 33. The Co-Sponsor Group may not assign this Agreement or any of its rights hereunder, nor permit others to use the facilities or any part thereof without the written consent of the City. The Co-Sponsor Group shall not permit any third-

party usage. This Agreement is a privilege for the benefit of the Co-Sponsor Group only and may not be assigned in whole or in part by the Co-Sponsor Group to any other person or entity. Any attempt to assign the rights or obligations of this Agreement shall render this Agreement null and void in total. The Co-Sponsor Group understands that the Co- Sponsor Group's use of the facilities is nonexclusive.

- 34. Use of facilities by the Co-Sponsor Group is intended solely for the purpose of training and competition for the Co-Sponsor Group's rostered participants. Any personal use by volunteers is prohibited
- 35. Any vendor sales (merchandise or concessions) must be approved in writing by the City of Clearwater Athletics Office prior to the event.
- 36. Co-Sponsor Groups are responsible for informing their members of current guidelines and rules as outlined in this Agreement. Organizations are expected to take reasonable measures to ensure compliance during their events. Violations may result in the suspension or cancellation of this Agreement.
- 37. Any questions arising out of the use of the facilities or otherwise arising under this Agreement must be submitted in writing.
- 38. Special conditions or other issues (i.e. maintenance issues, payment of fees, special needs) will be covered in Exhibit(s) and attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written.

Witnesses:		CITY OF CLEARWATER, FLORIDA
As to City Manager or Designee	By: _	City Manager or Designee
	Dv <i>r</i>	
As to Co-Sponsor Group President	By: _	Co-Sponsor Group President
Designee/City Liaison		or Designee

EXHIBIT A

City of Clearwater Co-Sponsor Group Primary Season Use Request

DUE DATE:			
Co-Sponsor Group:			
Specific Range of Dates for Primary Season:			
Requested Facility/Field Primary Season: _			
Requested Special Event Dates (Tournament determined per agreement.	s, Clinics, Camps,	Etc.). Char	ges will be
	Dhara #		
E-mail:	Phone #: _		
Submitted By:		Date:	
			14 Page

EXHIBIT B

City of Clearwater Concession Stand & Office Building Policies & Procedures

City of Clearwater Parks and Recreation Department permits various organizations, groups, and agencies to use the concession/storage/office building on property owned by the City of Clearwater. Permission to use City of Clearwater property and/or facilities shall be based on the following conditions:

- A. The use of the property and/or facilities shall be on a seasonal basis rather than a permanent one. For example, a baseball organization may be permitted to use the facilities and/or property during the baseball/softball season and a soccer organization may be permitted to use the facilities during the soccer season.
- B. All groups who use the concession will be responsible to maintain the concession stands to the standards established by the State of Florida Department of Health. Any Co-Sponsored Group that operates a concession stand will be required to have their concession manager become a Certified Professional Food Manager. Concession cooking and sales are only permitted with a valid license from the Department of Health. With prior written approval from the Athletics Office, concession stands without a valid license from the Department of Health can only sell prepackaged foods that do not require preparation (chips, pretzels, etc.). Bringing foods to sell from home or grilling on site is not permitted.
- **C.** The City will retain the rights to program any facility and associated amenities (concession, press box, conference rooms, storage rooms, etc.) it deems appropriate at any time during the year. All due diligence will be taken to minimize the impact on a Co- Sponsor Group during their season. The City of Clearwater reserves the right to open and staff the concession stand for any City sponsored event, regardless of the time of year of the event. The City will make every effort to work with the organization if the event is held during the organization's "traditional" season.
- D. The City of Clearwater shall have the right to enter and remain upon its property for the purpose of examining and inspecting the space and determining whether the Co- Sponsor Group is in compliance with Department policies with respect to care and maintenance. Access to the concession stand and/or office building (pin numbers and/or keys) will be issued on an as needed basis through the City of Clearwater Parks & Recreation Department. The Co-Sponsor Group is prohibited from making copies of said issued keys. The organization may not change out any locks on any of the buildings. Any request

for a changing of the locks must be submitted to the Athletics Office in writing. Additionally, no improvements (painting, signs, etc.) can be made at any building without prior written approval by the Parks and Recreation Athletics Office. Any unauthorized hanging of signs will result in their removal and the organization will be billed for the labor and any resulting damage. The Co-Sponsor Group shall provide keys/access to any shed or equipment stored at or on city property.

- E. The Co-Sponsor Group may be required by the City of Clearwater Parks & Recreation Department to remove all stored materials following the completion of the season so another user group may use the area. The user is responsible for keeping the storage area in good condition and must meet all OSHA or applicable regulations for storing materials. Violations of these rules may result in the user losing the use of the storage area.
- F. The Co-Sponsor Group is required to maintain the cleanliness of the office and common conference room area and any storage room assigned to the organization. All records relating to the organization (registration forms, medical releases, etc.) shall be kept in a secure office or secure cabinet, not the general conference room. The common room must be cleared of all organizational paperwork, equipment, etc. at the end of the season. Rooms designated to Co-Sponsor Group during approved season:

Room/Space	Duration of use

The undersigned acknowledges receipt of this document.

Contact/Representative: _____

Date: _____

EXHIBIT C.1

Criminal Background Investigation Policy For Adult Volunteer Coaches in Youth Sports

The City of Clearwater, Florida has a desire to protect the safety and welfare of its youth during their participation in all sports or athletic activities that are Co-Sponsored by the City. Recognizing the nation-wide incidence of crimes against children requires pro- active steps to provide protection to children participating in organizations involving sports and athletic competition.

The City requires that all coaches (must be at least 18 years or older) that utilize the City athletic facilities, or the facilities secured by the City, as a part of any City sponsored youth sports or athletic activities shall be required to submit themselves to undergo a Level II or City approved equivalent criminal background investigation prior to their participation. One such example of a City approved equivalent is a NCSI criminal background investigation.

After initial compliance and every twelve (12) months thereafter, all volunteer coaches as stated above must undergo a criminal background investigation.

Criminal background investigations must be performed <u>prior</u> to the volunteer being assigned any duties or responsibilities at any City sports or athletic facilities. The City may determine the time of year the investigations are to be conducted depending on the beginning of their practice season(s) or events.

An individual convicted of any of the following criminal offenses shall be disqualified from participation as a volunteer in any City sponsored sports or athletic activities utilizing City sports or athletic facilities.

Aggravated kidnapping	Indecent exposure Injury to elderly or
Aggravated robbery	disabled.
Aggravated sexual assault	Intoxication offenses*
Arson	Kidnapping
Assault*	Marijuana possession*
Any violation of the law intended to control	Murder
the possession or distribution of any	Obscenity Prohibited sexual conduct
controlled substance or Illegal drug	Prostitution (including promotion of,
Crimes against children	aggravated promotion of, solicitation)
Criminally negligent homicide	Rape
Deadly conduct	Sexual abuse
Delivery of marijuana	Theft*
DUI*	Voluntary Manslaughter

*NOTE: Assault / DUI / Intoxication offenses / Marijuana possession / Theft – Eligibility depends on the severity and length of time passed since the offense occurred. In misdemeanor convictions for these offenses, the disqualification will occur with a second misdemeanor conviction. Depending on the time frame of the DUI, driving while representing the organization is not recommended.

This list of offenses is not intended to be all inclusive and in no way sets limits on the offenses that are deemed grounds for disqualifying an individual from affiliation with the Co-Sponsor Group. Decisions on all other crimes or offenses not otherwise described above will be made at the sole discretion of the Co-Sponsor Group or City, in accordance with the law.

If a volunteer or other agent of the Co-Sponsor Group is determined eligible for affiliation and is later arrested or convicted of any of the above crimes, he/she is required to notify the Co-Sponsor Group immediately. He/she will be removed immediately from his/her volunteer position until the case has been finally adjudicated. Failure to notify the Co-Sponsor Group of any arrests or convictions from the list above will result in the volunteer being immediately removed from all Co-Sponsor Group volunteer duties for a minimum of twelve (12) months beginning on the date the failure to notify was discovered, or for such other time as required by law.

In the event the Co-Sponsor Group is notified that a volunteer has been determined ineligible to volunteer for the organization, it is the responsibility of the organization to supply the Athletics Office with a revised volunteer list.

INDEPENDENT SANCTIONING AUTHORITY COACHES, ASSISTANT COACHES, AND REFEREE BACKGROUND SCREENING

The City requires that an "independent sanctioning authority", defined therein as, "a private, non-governmental entity that organizes, operates, or coordinates a youth athletic team in this state if the team includes one or more minors and is not affiliated with a private school as defined in s. 1002.01" (Florida Statutes), conduct **Level II** (2) background screening pursuant to s. 435.04, F.S., or City approved equivalent, of each current and prospective athletic coach. Athletic Coach is defined for these purposes as 1) "a coach, assistant coach, or referee working for 20 or more hours within a calendar year, whether for compensation or as a volunteer, for a youth athletic team based in Florida; *and* 2) has direct contact with one or more minors on the youth athletic team."

This responsibility may not be delegated to an individual team. The independent sanctioning authority may not authorize any person to act as an athletic coach unless a **Level II** (2) or City approved equivalent screening is conducted which *does not* result in disqualification as provided for in s. 435, F.S. **Level II** (2) or City approved equivalent background screenings must be conducted annually for each coach. The background screening shall include a search of the athletic coach's name, or other

identifying information against state and federal registries of sexual predators and sexual offenders, which are available to the public on Internet sites provided by the Florida Department of Law Enforcement under s. 943.043, F.S. and the Attorney General of the United States under 42 U.S.C. s. 16020.

An independent sanctioning authority *shall* disqualify any person from acting as an athletic coach as provided for in s. 435.04 or if he or she is identified on a registry as described above, must notify a disqualified person within seven (7) days of the background screening, advising of the results; and maintain for at least five (5) years, a copy of the results and written notice.

EXHIBIT C.2

AFFIDAVIT OF CRIMINAL BACKGROUND SCREENING

INDEPENDENT SANCTIONING AUTHORITY ("I.S.A.") NAME:

DATE:

By signing this form, I am swearing or affirming that all individuals employed by, or volunteering as a Coach, Assistant Coach, or Referee within my organization

("I.S.A.") providing services to City under this Agreement, or conducting activities on City property, have completed the background screening requirements set forth above and as required by law, and been deemed eligible by I.S.A. to provide services as a Coach, Assistant Coach or Referee under this Agreement. The information contained in this Affidavit is up to date as of the date this Affidavit is dated and furnished to the City of Clearwater Parks and Recreation Department per the requirements of Sections 14(f), 20, and 30 of this Agreement.

All individuals providing services under this Agreement are listed below. Each individual shall be identified by name, birth date and date deemed eligible. This affidavit must be provided to the City on the annual anniversary of the date above, for as long as this Agreement is effective. [Please attach additional sheet(s) if needed].

Name	Birth Date	Date Eligible	Deemed

(List of Individuals)

20 | Page

Signature of Affiant

Sworn to and subscribed before me this _____day of ______, 20____.

Notary Public My Commission Expires:

My signature, as Notary Public, verifies the Affiant's identification has been validated by

Personally known _____ OR Produced Identification _____

Type of Identification Produced _____

21 | Page

EXHIBIT C.3

ATTESTATION OF COACHES' CERTIFICATIONS

By my signature, I attest that the coaches listed below have completed the following certifications/classes and are eligible to coach with the Organization.

Name	Certification

Contact/Representative: _____

____ Date: _____ 22 | P a g e

EXHIBIT D

PARKING RESTRICTIONS

During the Co-Sponsor Groups season, the Co-Sponsor Group is responsible for assigning members of their organization to manage and control parking, and to keep fire lanes and access for emergency vehicles clear. The Co-Sponsor Groups will ensure that all vehicles only park in designated legal parking lots or stalls. Parking or driving on fields, medians, sidewalks, bike lanes, paths, or other unauthorized areas inside the park are strictly prohibited. The City ultimately retains the right to prohibit parking at any location. The Co-Sponsor Groups will control the parking at the facilities they occupy to conduct their programs. For example:

- a. Countryside Sports Complex: Parking is not permitted along the right-of-way on McMullen Booth Road. Additionally, vehicles may not park in the swale between the sidewalk and the right-of-way. Co-Sponsor Groups using this venue will help promote good neighbor cooperation with Chi Chi's Golf Course by ensuring that Chi Chi's parking is not encroached upon.
- b. David Martin Fields at Glen Oaks Park: Parking is not permitted along South Hillcrest Ave., South Turner St., or South Evergreen Ave.
- c. ECM 8 and 9 Fields: Parking is not permitted in the Eisenhower School parking lot during school hours.
- d. Frank Tack Fields: Parking is not permitted in the grass along Montclair Road.
- e. Joe DiMaggio Baseball Fields: The Co-Sponsor Group will ensure that vehicle traffic associated with their activities will not drive on the maintenance/emergency access road between the turf multi-purpose fields. Additionally, no vehicles are permitted to park next to the baseball fields.
- f. Sid Lickton Park: Parking is not permitted along the roadside of Saturn Ave.
- g. Vehicles/trailers are not permitted inside any of the facilities nor on any turf surface without prior written approval from the Athletics Office.
- h. Long Center: No field parking unless approved and responsible to reserve spaces for Long Center patrons as directed by staff.

Failure of the Co-Sponsor Group to control the parking at any of these facilities during their activities will result in the Athletics Office reassigning the number of games, game start times, and/or the number of fields that can be in use at each facility to ensure compliance with the parking restrictions at each site. In addition, the City reserves the right to schedule staff at the Co-Sponsor Group's expense to assist with mitigating any parking concerns. Non-compliance with the assigned game schedule will result in the loss of privileges at that facility.

Contact/Representative:	 Date:

EXHIBIT E

CO-SPONSOR GROUP'S RESPONSIBILITIES

The Co-Sponsor Group agrees that during the term of this Agreement, the Co-Sponsor Group will at no cost or expense to the City, provide the following maintenance and/or repair:

- a. Stripe each turf field as needed.
- b. Pick up all paper, cigarette remnants and debris and place in trash receptacles, including the breakdown of all boxes.
- c. The Co-Sponsor Group will enforce the City's No Smoking Ordinance, No Pet's Ordinance, and all other posted rules.
- d. The Co-Sponsor Group, any league, team, group, or person, using a City park under this section and failing to leave it clean of litter to the satisfaction of the City, will reimburse the City for city worker time used to clean the facility.
- e. Provide for any special needs or services such as security or traffic control devices or officers needed as a result of Co-Sponsor Group's use of the Facility.
- f. Light cleaning of the restroom facilities on a daily basis when in use.
- g. The Co-Sponsor Group shall not store any items outside the storage room nor dispense of any trash outside the facility area other than in containers provided by the City.
- h. The Co-Sponsor Group will issue to the City three keys to any Co-Sponsor Group initiated lock used at any City facility as well as anytime the locks are changed.
- i. As noted earlier, while the Co-Sponsor Group's use of the facility is nonexclusive, subleasing of the facility or assigning use of the facility by the Co-Sponsor Group is not permitted. Such activity by the Co-Sponsor Group could result in termination of this agreement.
- j. The press box, multi-purpose areas, office space, concession areas and storage rooms must be cleaned and organized on a nightly basis.

The Co-Sponsor Group shall receive an invoice from the City, as applicable, if the Co-Sponsor Group does not follow through with these responsibilities. Failure to make such a payment will be grounds to bar the Co-Sponsor Group from use of the facility until the fee is paid or acceptable remedial action is taken.

Contact/Representative:	Date:
Contactivepresentative.	

EXHIBIT F

EMERGENCY ACTION PLAN

EMERGENCY ACTION PLAN for				
Facility Name:				
Facility Address:				
Facility Phone Number:				
Date Prepared:/ //				
EMERGENCY PERSONEL NAMES AND NUMBERS				
Designated Emergency Contact				
Name:	Phone:			
Back-up Emergency Contact:				
Name:	Phone:			

EVACUATION ROUTES

Site personnel should know at least two evacuation routes. Evacuation route plan. The following information is to be marked clearly on an evacuation plan that is readily accessible to the Emergency Contacts on-site.

- Emergency exits
- Primary and secondary evacuation routes
- Locations of fire extinguishers
- Fire alarm pull stations' location
- Assembly points

EMERGENCY PHONE NUMBERS: 9-1-1

UTILITY COMPANY EMERGENCY PHONE NUMBERS

Electric Company:	
Water Company:	
Gas Company:	

EMERGENCY REPORTING AND EVACUATION PROCEDURES

Types of emergencies to be reported to site personnel are:

- Medical, Severe Weather, Fire
- Other: Terrorist attack, bomb threat, hostage, etc.

MEDICAL EMERGENCY

Call medical emergency phone number: 9-1-1

Provide the following information:

- Nature of medical emergency,
- Location of the emergency (address, building, room number), and
- Your name and phone number from which you are calling. Do not move victim unless absolutely necessary,

The following personnel are trained in CPR and First Aid to provide the required assistance prior to the arrival of the professional medical help:

1	 	 	
2	 		
3.			

Attempt first aid ONLY if trained and qualified.

FIRE EMERGENCY

When fire is discovered:

- Activate the nearest fire alarm (if installed)
- Notify the local Fire Department by dialing <u>9-1-1</u>
- If a fire alarm is not available, dial <u>9-1-1</u> and notify everyone at the facility to evacuate to their closest exit.

Fight the fire ONLY if:

- The Fire Department has been notified.
- The fire is small and is not spreading to other areas.
- Escaping the area is possible by backing up to the nearest exit.
- The fire extinguisher is in working condition and personnel are trained to use it.

Upon being notified about the fire emergency, occupants must:

- Leave the building using the designated escape routes.
- Assemble in the designated area (specify location):

• Remain outside until the competent authority (Designated Official or designee) announces that it is safe to reenter.

Designated Emergency Contact should:

- Coordinate an orderly evacuation of personnel.
- Perform an accurate head count of personnel reported to the designated area.
- Determine method to locate missing personnel.
- Provide the Fire Department personnel with the necessary information about the incident.

CHEMICAL SPILL:

- Do not attempt to clean the spill unless trained to do so.
- Call <u>9-1-1</u> and attend to any injured persons.
- Evacuate building as necessary.

The following are the locations of:

Spill Containment and Security Equipment:

Personal Protective Equipment (PPE):

MSDS:

When Chemical Spill has occurred:

- Secure the area and alert other site personnel.
- Call the Fire Department if site personnel are unavailable.

SEVERE WEATHER AND NATURAL DISASTERS

Hurricane:

• If Pinellas County is under a Hurricane Watch or Warning, all activities will be cancelled, and no one will be allowed to enter our facilities. Please instruct all parents, coaches, athletes to stay home and seek shelter.

Lightning/Thunderstorm (www.lightningsafety.noaa.gov)

- No place OUTSIDE is safe during a thunderstorm! A house, or other fully enclosed building with wiring and plumbing offers your best protection against lightning. A car with a metal roof and sides is your second-best protection against lightning.
- The "30-30 Rule" offers easy to follow lightning safety guidance. When you see lightning, count the time until you hear thunder. If that time is 30 seconds or less, the thunderstorm is close enough to be dangerous. Seek shelter. If you can't see the lightning, just hearing the thunder is a good back-up rule.
- Wait at least 30 minutes after the lightning flash before leaving shelter.

Tornado:

- When a warning is issued by sirens or other means, seek inside shelter.
- Consider the following:
 - Small interior rooms on the lowest floor and without windows,
 - Hallways on the lowest floor away from doors and windows, and
 - Rooms constructed with reinforced concrete, brick, or block with no windows.
- Stay away from outside walls and windows.
- Use arms to protect head and neck.
- Remain sheltered until the tornado threat is announced to be over.

EXHIBIT G

CO-SPONSOR ORGANIZATION ANNUAL REPORT

This documentation provides a breakdown of the ______organization. The document is an overview of the (<u>year, season</u>) City of Clearwater Co-Sponsorship Agreement. This report is due _____.

Organization Description:

(Brief description of organization's mission, history, and programs offered)

Participation Numbers:

(Number of participants per session and/or program; include participants info for each division/age bracket)

Volunteer Numbers:

(Number of volunteers and hours volunteered)

Accomplishments/Highlights:

(Awards, clinics, camps, championships)

Requested Facility Improvements:

(Add-ons or renovations which may benefit organization/other facility users)

Contact/Representative:		Date:	
-------------------------	--	-------	--

29 | Page

EXHIBIT H

Certificate of Insurance Sample

SAMPLE											
	\frown			SAMP	ЪĔ	5		-			
A		CERTIFICATE OF LIABILITY INSURANCE					DATE (MMDD/YYYY)				
B	HIS CERTIFICATE IS ISSUED AS A I ERTIFICATE DOES NOT AFFIRMATI ELOW. THIS CERTIFICATE OF INS EPRESENTATIVE OR PRODUCER, AN	VELY	OR	NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTE	ND OR ALTI	ER THE CO	VERAGE AFFORDED	BY THE	E POLICIES	
H	MPORTANT: If the certificate holder i SUBROGATION IS WAIVED, subject his certificate does not confer rights to	to the	e ter	ms and conditions of th	ne poli	cy, certain po	olicies may				
_	OUCER				CONTA NAME PHONE	cr	J-	AC. No.			
INSURANCE COMPANY INFORMATION			AC No. Ext): (AC, No): E-MAIL ADDRESS:								
					INSUR		IURER(1) AFFOR	KDING COVERAGE		NAIC #	
INSU	IRED				INSUR						
SPONSORING ORGANIZATION		INSUR	IRC:								
	SPONSORING ORGANIZATION		INSUR								
					INSUR						
C01	VERAGES CER	TIFIC	ATE	NUMBER:	INSUR	CRF:		REVISION NUMBER:			
IN CE	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY I XCLUSIONS AND CONDITIONS OF SUCH	QUIRE PERTA POLICI	IN, 1 ES.	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN ED BY	Y CONTRACT THE POLICIES REDUCED BY F	OR OTHER (S DESCRIBED PAID CLAIMS	DOCUMENT WITH RESPE	ECT TO	WHICH THIS	
INSR		ADDU S INSD Y		POLICY NUMBER		POLICY EPP (MMCDOTTY)	POLICY EXP	LIM	па		
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE DAMAGE TO RENTED PREMICES (Ea occurrence)		00,000	
	CLAWS-MADE X OCCUR	x							5		
	X CRIME & EMPLOYEE DISHONEST	γÌ						MED EXP (Any one person) PERSONAL & ADV INJURY	5		
	GENL AGGREGATE LINIT APPLIES PER:							GENERAL AGGREGATE	5 20	000.000	
	POLICY BECT LOC							PRODUCTS - COMPIOP AGG	5		
\square	OTHER:		_					Sexual Abuse and Molestation	s1 mil	ion/\$2 Million aggr.	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (E3 accident)	-	000,000	
	ANY AUTO OWNED C SCHEDULED							BODILY INJURY (Per person) BODILY INJURY (Per accident	5		
	X AUTOS ONLY X AUTOS HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	5		
	X AUTOS ONLY X AUTOS ONLY							AGGREGATE	\$ 2	2,000,000	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$		
	EXCESS LIAB CLAIMO-MADE							AGGREGATE	\$		
\square	DED RETENTION S WORKERS COMPENSATION		_						8		
	AND EMPLOYERS' LIABILITY Y/N							X STATUTE OTH-	-		
	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYE	5 E 4		
	If yes, desorbe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	-		
	PROPERTY INSURANCE							\$1M/\$2M Aggregate			
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (AC	ORD	101, Additional Remarks Schedu	ile, may b	e attached If more	e space la requir				
	SPONSORING ORGANIZAT		vsu	IRES TEAM (NAME OF	TEAN	or TEAMS)					
	CITY OF CLEARWATER AN		E	AR COUNTY COLLOCI	8045	0 ARE 400		CURED			
	CITT OF CLEARWATER AN	U PIN	CLL	AS COUNTY SCHOOL	DUAP	O ARE ADD	ITTONAL IN	SORED			
CEF	RTIFICATE HOLDER				CAN	CELLATION					
	City of Clearwate	er			SHO	ULD ANY OF 1	THE ABOVE D	ESCRIBED POLICIES BE (CANCEL	LED BEFORE	
	P.O. Box 4748				THE	EXPIRATION	DATE THE	EREOF, NOTICE WILL Y PROVISIONS.	BE DE	LIVERED IN	
	Clearwater, FL 33	1754	3-4	1748	L	CHORE IN					
	eredrader, FD 3.				AUTHORIZED REPRESENTATIVE						
	1										
_					-			ORD CORPORATION.	All rig	hts reserved.	
ACO	ORD 25 (2016/03)	The	e A(CORD name and logo ar	re regi	stered marks	s of ACORD				

EXHIBIT I

ANNUAL FINANCIAL STATEMENT

	ANNUAL FINANCI	AL STATEM	ENT	
FIS	CAL YEAR ENDING			
NAM	E OF OGANIZATION			
F	REVENUE	E	XPENSES	
Amount	ltem	Amount	ltem	
	Registration		Marketing	
	CFYGrants		Uniforms	
	Clinics		Awards	
	Tournaments		Dues	
	Sponsorships		Opening Day	
	Concessions		Concessions	
	Fundraisers		Benefits	
	Donations		Salaries	
	Miscellaneous		Miscellaneous	
\$0.00	Total Revenue	\$0.00	Total Expenses	
\$0.00	Total Expenses			
\$0.00	Total Revenue			
\$0.00	Profit/Loss			

Contact/Representative: _____ Date: _____

EXHIBIT J – "Organization Name"

Special Conditions

- The organization's president or authorized representative must attend the co sponsor president's meetings conducted by the Athletics Section.
- Rosters •
 - (Season): _____
 - eason): ____ Roster due: _____
- **Roster Payments** ٠
 - (Season): _____
 - (type of activity) roster payment due:
- An accurate facility and/or field schedule, depicting actual use i.e. games, practices, meets, tournaments, and events. Blanket schedules will not be accepted as firm schedules. The following dates apply:
 - (Season) schedule due: _____
- A list of all coaches and their certifications and proof of required Level II or City approved equivalent background check.
 - (Season) coaches Level II or City approved equivalent due:
 - o (Season) coaches' certifications due:
- Co-Sponsored Usage Dates:

Additional Considerations:

Contact/Representative: _____ Date: _____

32 | Page

EXHIBIT K

Participant Card Application

CLEARWATER PARKS & RECREATION DEPARTMENT RECREATION CARD APPLICATION



<u>Please Print Clearly:</u> ALL I <u>First Name</u>	REGISTRATIONS REQUIRE A VALID PA Last Name	HOTO IDENTIFICATION	Date of Birth
1			<u></u>
2			
3			20
4			<u></u>
5		3	8
6			
Residence/Bus. Address:	City:	State:	Zip:
Mailing Address:	City:	State:	Zip:
E-mail Address:			18 22
Telephone #:	Cell #:	Emergency Telephone	#:

WAIVER OF RELEASE OF LIABILITY

By its nature, participation in recreational activities can include a risk of injury. Consider your physical fitness and training, rules and regulations, safety practices and associated risks when participating in the recreational activity of your choice.

Since the City of Clearwater is not aware of me or my dependent('s) physical condition or training for various activities and in consideration of the benefits and opportunities afforded to my dependent(s) or me by participation in activities sponsored by the City of Clearwater, I state as follows:

If I or my dependent(s) should suffer an injury or illness as a participant, I authorize City representatives to use their discretion to have me or my dependent(s) isloud safet an injury of inness as a participant reaction to representatives to use their distribution to neve me or my dependent(s) transported to a medical facility for treatment and I take full responsibility for this action and agree to pay any expense incurred for this treatment. I further agree to indemnify and save and hold harmless the City of Clearwater, its employees or agents for any personal injury my dependent(s) or I might incur during participation in recreation activities. PLEASE READ BACK OF FORM FOR IMPORTANT PARTICIPANT INFORMATION BEFORE SIGNING.

	-	OFFICE UC	CONTRACTOR OF CONTRACTOR	
		OFFICE USI		
	It Re	sident, proof of residency verifica	tion included (min	imum of two):
] Resident		Current mortgage statement (9	0 days or less) 🗆	Vehicle registration
Property Owner		Florida Photo I.D. Card		□ Voter I.D. indicating "CW
urisdiction				
Non-Resident		Current utility bill(s) less than 9	90 days old: Type o	f utility
Active Duty Military		Military I.D.		
Silver Sneakers		Property Appraiser's Office		Other:
] Silver Sneakers] City Employee] Non-Resident Disabled		City I.D. City ID#		Dept. Name
Non-Resident Disable		an (will need to provide documer		teran's Administration)
		ard (verify criteria & program are		
\$				
Total I	Fees Pa	id	Method of Paymen	t Receipt #
(Inclu	ding sa	les tax)		
Information verified b				

Retain ORIGINAL at the center for the calendar year. When the new calendar year starts send ORIGINALS to Parks and Recreation Administration for processing and retention in accordance with City and State guidelines.

S:drive/Forms/Participant Card Application/1800-0179 (Revised March 2016)

CLEARWATER PARKS & RECREATION DEPARTMENT RESIDENCY GUIDELINES

I. RESIDENTS:

- A. Provide proof of residency: It is up to the applicant to prove that he or she is a current resident of the City of Clearwater. Any two (2) of the following <u>original</u> documents will be sufficient. Photocopies are not acceptable. Proof of dependency – Birth certificate or other proof of dependency may be required.
 - 1. A current State of Florida photo identification card or current vehicle registration.
 - 2. A current, original voter identification card showing the City as "CW".
 - Any <u>original</u> utility bill less than 90 days old that shows applicant's name and a City of Clearwater residential address as the service address. "Utility" includes electric, telephone, water, and/or cable bills.
 - 4. A current year, original, property tax bill (or notice) in your name showing a City of Clearwater property address.
 - An <u>original</u> notarized or registered deed, mortgage <u>or</u> lease showing your name as the owner or occupant at that City of Clearwater address.
 - An <u>original</u> notarized statement from an <u>adult relative</u> that you are a full time resident in his or her home <u>and</u> any other two proofs listed above showing that home has a City of Clearwater address.
 - B. FAMILY: Husband and wife or two persons with a Registered Domestic Partnership with the City of Clearwater or Pinellas County, Florida, or a legal guardian and their children who live in the same household, who are 18 years of age or under, or less than 23 years of age and a full-time college student. Verification of any age or family status may be required.
 - C. Complete and sign the Recreation Card Application.
 - D. Pay the appropriate registration fee.
 - Note 1: "Permanent" City of Clearwater employees, their immediate family members, City of Clearwater retirees and active duty members of the U.S. Coast Guard or military and their immediate families (proof required) are exempt from the other proof of residency requirements.
 - Note 2: Falsified Information Falsification of application information may disqualify the applicant from future participation in City of Clearwater recreation programs and co-sponsor sports participation.
- II. RETIREE'S: (Rec Card/Plus Free)
 - A. Provide proof of current pension pay stub with medical insurance.
- III. NON-RESIDENTS: Programs that typically reach capacity may have registration procedures that give Clearwater residents priority.
- IV. NON-RESIDENT DISABLED VETERANS: Will need to provide documentation from the Veterans Administration; which will be attached to the Rec. Card Application.

IIV. ALL PARTICIPANTS PLEASE NOTE:

- A. Personal training is prohibited at any of our facilities, unless the individual is a contract instructor with the City of Clearwater.
- B. Lost Cards A replacement card for residents and non-residents cost \$5 plus tax.
- C. Refund Policies

All refund requests are subject to administration approval. Allow four to six weeks for refunds to be processed.

Recreation Cards Refunds

Recreation Cards will not be refunded after ten business days from date of issue. Requests for refunds must be submitted in writing with the card or pass attached. A \$10.00 processing fee will be deducted from all refunds.

Open Swim/Open Skate Refund

must close a pool or skate park unexpectedly, participants who have been at the facility for less than an hour may be given a rain check for another visit.

Retain ORIGINAL at the center for the calendar year. When the new calendar year starts send ORIGINALS to Parks and Recreation Administration for processing and retention in accordance with City and State guidelines. S:drive/Forms/Participant Card Application/1800-0179 (Revised March 2016)

34 | Page

If the city