



City of Athens, Tennessee

Parks and Recreation

Disc Golf Tournament Checklist

- Request a tournament package from the Parks and Recreation Department
- Complete Tournament Request Application and submit for consideration
- Receive status from Parks and Recreation Department
- Upon approval, Lessee will be sent a Tournament Contract Agreement; sign and return within five (5) business days
- Obtain and submit Proof of Insurance thirty (30) days prior to Tournament
- Complete and submit Estimated Tournament Fees form, with payment to the office by 4 p.m. E.T. Friday before Tournament (Cash, Check, Visa, MasterCard, Discover and American Express are accepted)
- Complete and submit Actual Tournament Fees form, with payment if due, at the completion of Tournament.

City of Athens Parks and Recreation

815 N. Jackson Street

Athens, TN 37303

Phone 423-744-2700 EXT 3 • Fax 423-744-8866

www.athenstn.gov/parks • recreation@athenstn.gov



Disc Golf Tournament Request Application

The City of Athens reserves the right to reject any event not deemed in the best interest of the City.

Incomplete applications will not be considered.

Contact Name _____

Address _____

City _____ State _____ Zip _____

Daytime phone _____ Cell & Carrier _____

Email Address _____

Tournament date requested _____ **(Only one tournament request per application)**

Tournament Name _____

Youth or Adult _____ Number of teams/participants expected _____

Tournament classification _____

State/National Qualifier or Championship? _____ Yes _____ No

Association/Affiliation _____ Sanctioned _____ Yes _____ No

Start time _____ End time _____

Services/Permits Requested

Athens Regional Park Disc Golf Course _____ Front 9 _____ Back 9 _____ All 18

Red Brick House driveway _____ Yes _____ No

Souvenir sales _____ Yes _____ No Concessions sales _____ Yes _____ No

* Must list vendors _____

This application does not guarantee tournament reservation. Upon approval from the Parks and Recreation Department, you will be sent a contract and information concerning fees, required insurance, rules and regulations.

Please return by mail to:
Athens Parks and Recreation
815 N. Jackson Street
Athens, TN 37303

Or return by email to:
recreation@athenstn.gov

Or return by fax to: 423-744-8866

Date Received _____

Staff: _____

Received by: _____ Mail
_____ In Person
_____ Fax
_____ Email

Number of players and course preparations will be verified at Tournament.

Fee Chart

All Tournaments: \$2 fee per player

Deposit: \$100.00

The City of Athens reserves the right to discount fees based upon type of tournament, length, and size of tournament, motel stays and other economic factors.

A 10% late charge of the total fees due shall be paid as additional rent for any payment or portion thereof not received by the City of Athens, Tennessee, by the due date.

If the tournament is cancelled after completion of the first hole, ALL tournament fees are due. If the tournament is cancelled for inclement weather before the first hole is completed, no fees are due.



City of Athens, Tennessee

Disc Golf Tournament Contract Agreement

Contact Person _____ Company/Association _____

Cell _____ Email _____

Address _____

City _____ State _____ Zip _____

Tournament Name _____

This agreement is made this _____ day of _____, _____ between the City of Athens, Tennessee, hereinafter referred to as THE CITY and company/association or individual noted above hereinafter referred to as LESSEE.

WITNESSTH:

In consideration of the mutual covenants contained in this Agreement, City of Athens, Tennessee and LESSEE agree as follows:

- 1. Leased space: City of Athens, Tennessee grants to LESSEE permission to use the portion(s) of the City of Athens, Tennessee, Athens Regional Park, hereinafter referred to as "Premises."
- 2. Purpose: LESSEE Shall use disc golf course for the sole purpose of hosting a _____ tournament, hereinafter referred to as Tournament.
- 3. LESSEE'S use of the Premises shall be limited to the following dates:

Starting date(s) and times _____

Completion date _____

- 4. Fee, Terms, and Expenses and Charges: LESSEE shall pay to THE CITY the cumulative total of all expenses, fees, and charges which may arise out of the LESSEE's use of the Premises, including, without limitation, the "Tournament Fee" and "Additional Expenses" as defined hereafter:
 - a. Additional Expenses per team: LESSEE agrees to pay THE CITY any and all "Additional Expenses" incurred in connection with the Tournament. Additional Expenses shall be defined as any and all expenses advanced by THE CITY on behalf of LESSEE in connection with the Tournament. In no way does this paragraph contemplate an obligation on behalf of THE CITY to

advance any funding whatsoever, including, but without limitation, expenditures for payment of ticket sellers, ticket takers, maintenance personnel, attendants, casual labor, security, building or property damage, catering services, trash removal, equipment rental, decorating services, and contract services.

5. Expense Settlement: Any additional known expenses must be paid in full by LESSEE on or before work is begun or service is activated. Additional expenses incurred after start of Tournament are due and payable upon completion of the Tournament and prior to completion.
6. Insurance: LESSEE shall obtain and maintain, until the completion of the Tournament, a one million dollar (\$1,000,000) general liability insurance coverage with respect to claims arising out of the subject matter of this Agreement.

LESSEE shall name the City of Athens, Tennessee as an additional insured as its interests may appear on the above policies.

This policy should be in place and on file with THE CITY before advertising of event.

7. Indemnification and Allocation of Risk: LESSEE agrees to be responsible for and pay, indemnify and hold harmless THE CITY, its officers, agents and employees against any and all loss, cost or expenses, including reasonable attorney's fees, resulting from any claim or legal action of any nature whatsoever, whether or not reduced to a judgement for any liability of any nature whatsoever that may arise against THE CITY in connection with the Tournament or in connection with any of the rights or privileges granted by THE CITY to LESSEE in this Agreement, including, without limitation, any patent, trademark, franchise, copyright, libel or defamation claim or suit and any claim or suit based upon LESSEE's or LESSEE's agents, servants, employees', or invitees; intentional or negligent acts or omissions. Rental and storage equipment or property of the LESSEE or its owners, dealers, or agents shall be at LESSEE's sole risk and expense. LESSEE agrees to hold THE CITY harmless for any damage to or loss of any property of the LESSEE however such damage or loss shall occur, including damage due to THE CITY negligence.
8. Compliance with Laws and Regulations: LESSEE and its agents, employees, contractors and subcontractors shall comply with all laws, ordinances and regulations adopted or established by federal, state, or local governmental agencies or bodies and with all THE CITY rules and regulations adopted or established by federal, state, or local governmental agencies or bodies and with all THE CITY rules and regulations applicable to the Premises and as amended during the term of the lease.
9. Licenses and Permits: LESSEE shall pay promptly all applicable taxes and fees, obtain all licenses or permits for use for the Premises required by federal, state, or local laws and ordinances and LESSEE shall provide evidence of compliance with such federal, state, or local laws and ordinances upon demand therefore by THE CITY.

10. **Tournament Requirements:** Without the prior approval of THE CITY, LESSEE shall not bring onto the Premises any material substance, equipment or object which may endanger the life of, or may cause bodily injury to any person on the Premises or which may constitute a hazard to property thereon as reasonably determined by THE CITY and LESSEE. THE CITY reserves the right with LESSEE, to refuse to allow any such material, substance, equipment or object to be brought on the Premises and further right to require its immediate removal there from.
11. **UTILITY CONNECTION:** Contracts for usage, installation or alteration of additional electricity, gas, or plumbing shall be at the expense of LESSEE and must be contracted directly through THE CITY solely. All such connections and related work will be at the expense of the LESSEE, including any related costs incurred by THE CITY, which shall be considered as out-of-pocket expenses.
12. **FOOD & MERCHANDISE SALES:** Alcoholic beverages of all types and descriptions are prohibited from being brought onto the Premises by anyone without permit and LESSEE agrees to enforce this rule with its teams and workers. Any food or beverage vendors on site, must provide THE CITY with necessary permits.
13. **CONTROL OF FACILITY AND RIGHT TO ENTER:** In permitting the use of the Premises, THE CITY does not relinquish the right to enforce all necessary and proper rules and laws for the management and operation of the Premises and the safety of the citizens. Duly authorized representatives of the City may enter the Premises at any time and on any occasion without restriction, for the enforcement of any such rules and laws and to oversee management of the Premises. The City reserves the right to remove or cause to be ejected from the Premises any person engaging in dangerous, unsafe, or illegal conduct and neither the City nor its agents, officers, or employees shall be liable to LESSEE for any damages that may be incurred by LESSEE as a result of the exercise by the City of such right. The City in consultation with LESSEE reserves and maintains the right to stop or prevent the Tournament and evacuate the Premises, where in the City's and LESSEE's discretion such action is required for public safety, without limitation on the part of the City. Gates to the Premises shall be opened for such times and in the manner solely prescribed by the City. The City also maintains the right to stop play for weather or course conditions.
14. **ACTION IN PUBLIC INTEREST:** LESSEE agrees that it is the policy of the City to serve the public in the best possible manner and LESSEE agrees that it, and its employees and agents shall at all times cooperate with the City in effecting this policy and maintaining the public faith.
15. **DISCRETIONARY MATTERS:** Any decision affecting any matter not herein expressly provided for shall rest solely within the discretion of the City management.
16. **NON-DISCRIMINATION:** In its use and occupancy of the Premises, LESSEE shall not discriminate against any person or class by reason of age, sex, handicap, color, race, creed, religion or national origin.
17. **OBJECTIONABLE PERSONS:** City reserves the right to eject from the Premises any objectionable person or persons, and neither City, its officers, agents, or employees shall be liable to LESSEE for any damages that may be sustained by LESSEE through the exercise by City of such right.
18. **PARKING:** All parking rights and privileges are reserved by City of Athens, Tennessee with respect to any parking on the Premises and at the Facility except as otherwise specifically agreed in writing executed by the parties hereto. LESSEE and its patrons shall be provided

- with full access to the parking available at the Facility at no charge to LESSEE or its patrons. At no time shall LESSEE charge a parking fee to any person or persons.
19. ADVERTISING: LESSEE agrees that all advertising of the Tournament will be honest and true and will include accurate information concerning Tournament dates, entry fees, and any other proposed changes.
 20. AGREEMENT TO QUIT PREMISES: LESSEE agrees to quit the Premises at the end of this Agreement and leave the Premises and any other City property in the same condition as the commencement of the Tournament. In the event the Premises are not vacated by LESSEE when herein specified at the end of the term, City is hereby authorized to remove from the property, at the expense of LESSEE, all goods, wares, merchandise and property of any and all kinds and description placed therein by the LESSEE and LESSEE agrees to hold the City harmless and free of all liability for damages or loss which may be sustained either by reason of such removal or of the place to which it may be removed, and the LESSEE is hereby expressly released from any and all such claims for damages of whatsoever kind or nature. Any equipment or effect of the LESSEE remaining on the leased Premises or having been removed to other Premises as provided herein for more than ten (10) days after the expiration of the lease shall be deemed abandoned and disposed of by City in accordance with law.
 - a. LESSEE shall remove all of its material from the Premises at the termination time of this Agreement. City may remove at the expense of LESSEE all materials remaining on the Premises at the termination time of this Agreement. LESSEE shall be responsible for payment of storage costs for such material and city in no way is responsible for and LESSEE agrees to hold City harmless from loss, damage, or claims with respect to material removed or stored under the terms of the Agreement.
 21. ASSIGNMENT: LESSEE shall not assign or transfer any right of interest under this Agreement without City's prior written approval of satisfactory evidence of such assignment and LESSEE agrees that such assignment without prior written approval of City shall be null and void. This lease may be cancelled, and LESSEE agrees that this lease may be considered null and void should there be any material change in ownership of LESSEE.
 22. NOTICE: Notice to City required by this Agreement shall be sent by certified mail, email to recreation@cityofathenstn.com; return receipt requested, to Athens Parks and Recreation Department, 815 N. Jackson Street, Athens, TN 37303; notice to LESSEE hereunder may be sent by regular mail or certified mail, return receipt requested, to LESSEE's address as set out in the first paragraph of this Agreement.
 23. CERTIFICATION: The undersigned hereby certifies that he or she is legally authorized to enter into this Agreement on behalf of LESSEE and to bind LESSEE to the terms and conditions contained herein and that LESSEE is legally authorized to enter into this Agreement.
 24. RELATION TO OTHER PARTIES: It is not intended by ANY of the provisions of ANY part of this Agreement to confer a benefit upon any other person or entity not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement, including without limitation, any claim or suit for personal injuries, property damage or loss of profits or expenses.

- 25. GOVERNING LAW: This Agreement shall be construed and enforced under the laws of the State of Tennessee.
- 26. SEPARATE PROVISIONS: If any provisions of this Agreement should be held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Each provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 27. COMPLETE AGREEMENT: This Agreement constitutes the final complete and exclusive statement of the terms of the understanding between City of Athens, Tennessee and LESSEE. All terms and conditions of this Agreement shall be binding upon City and LESSEE, their heirs, successors or assigns, and cannot be modified by any oral representation or promise of any agent or other representative by either City or LESSEE. This Agreement may be modified only by written instruments properly executed by City and LESSEE.
- 28. LESSEE agrees to utilize the services of and honor any Agreements that City may have entered into on behalf of City with any private contractors or suppliers of services to the Premises.
- 29. THOR GUARD SYSTEM: Thor is a system that is designed for detection and protection against lightning strikes. Thor works by releasing 1 loud blast and flashing the amber light located on top of the concession building. Once the single blast is made, please go to your vehicle, roll up your windows and wait for conditions to return to safe. Safe conditions are signaled by 3 short blasts and the amber light will stop flashing. Once you hear the 3 short blasts, you may return to the course.

LESSEE

LANDLORD: City of Athens, Tennessee

BY _____

BY _____

TITLE _____

TITLE _____

DATE _____

DATE _____

City of Athens, Tennessee

Alcohol Policy

Thank you for holding your tournament at the Athens Regional Park. During your event, if alcohol is observed on the premises by a city employee, you will forfeit your deposit and be subject to prosecution as outlined in the Athens Municipal Code. City employees, including the Athens Police Department, will be monitoring the premises and event at various times throughout the hours of your tournament.

By signing below, I understand that if alcohol is found on the premises during my event, my event will immediately be terminated, I will not receive any of my payment on the building back, and I will also not be allowed to hold any events at the Athens Regional Park. This agreement is valid for any participant at the event that is scheduled in my name.

Signature of Lessee

Date

City of Athens, Tennessee
Athens Parks and Recreation

Estimated Tournament Fees

Balance due by: _____ 4:00 PM

Number of players: _____ x \$2.00 per player = \$ _____

Deposit: _____ \$ 100 - \$ _____

Estimated balance due upon completion \$ _____

City of Athens Date

Tournament Director/Representative Date

