



Road Race Agreement

_____ (hereafter referred to as USER) requests to reserve the facility or facilities specified below from City of Inman for the dates and purposes listed below.

Date of Agreement: _____

Name of Event: _____

Time(s) of Event: _____

Facility/Facilities Reserved: _____

Deadline: This agreement, liability insurance documentation (see specifications on application checklist), course map, and non-refundable deposit of \$100 **due to City of Inman by a minimum of 30 days before the schedule event.**

Physical address/Mail to: Inman City Hall, 20 S. Main Street, Inman SC 29349 (Attention- Joe Lanahan)

Email to: Joe Lanahan, jlanahan@cityofinman.org

No dates will be held without return of payment. Deposit must accompany this signed agreement when returned to CITY OF INMAN.

USER agrees to the following TERMS AND CONDITIONS FOR USE:

Use

Parks/City Streets may be used by the USER only for the purposes indicated and may not be sublet or assigned. No new race requests will be considered less than 90 days ahead of the event. USER is required to have one adult supervisor (age 18+) on site at all times. CITY OF INMAN has the right to cancel a race or move it to an alternate location or time in the instance a specific facility is needed for other use.



Damages

If there are any damages to the park, or the park is left unclean, the repair cost and/or clean-up costs are the responsibility of the USER. The USER agrees to pay these costs within 30 days of notice. Nonpayment may result in legal action and no future reservations will be honored until all damages are paid in full.

Vendors, Merchandise Sales, Sound Equipment, and Stages

Vendors are permitted with prior approval by CITY OF INMAN.

CITY OF INMAN reserves the right to deny vendors selling inappropriate merchandise. It is the responsibility of the USER or vendor to obtain any required business licenses, obey all laws and regulations and remit all taxes. Food vendors must have a business license, certificate of insurance and current permit from the SC Department of Health and Environmental Control.

Event Security and Staffing

CITY OF INMAN may require security at an event, or the USER may request security be provided. All security is provided by CITY OF INMAN officers and must be arranged by CITY OF INMAN. The fee to USER is \$25/hour. CITY OF INMAN may also require USER to pay \$15 per hour for supervisory event staff, depending on the size/scope of the event. USER will make sure that a course sweep is assigned to guarantee that no participant is left on the course unattended.

Inclement Weather

CITY OF INMAN personnel has the right to make the final decision about park/street conditions. In the case of lightning or other extreme weather, it is the responsibility of the USER to halt activities and require athletes, spectators, and staff to vacate the facility and seek a safe location. If the event is cancelled due to inclement weather or other special circumstances, the USER will be offered an alternate date, if available, or a credit on account. If an event is started but cannot be completed due to inclement weather or other uncontrollable conditions, the USER will be offered an alternate date, if available, or pro-rated credit on account.

Restrooms

USER will provide temporary restroom units and ADA accessible units as needed. For races using Mathis Park, the shelter restrooms usage must be arranged with Spartanburg County Parks and Recreation: 864-804-5814.



Trash

A fee of \$150 will be charged if post event clean-up and trash removal are not done by the USER.

Signs

USER may place or attach to the premises signs or other such identification as needed after receiving written permission CITY OF INMAN. Any signs or other form of identification must conform to City Ordinances. Any damage caused to the premises by the USER’S erecting or removing such signs will be repaired promptly by the USER at the USER’S expense. Renter will provide their own signs and course markings with approved materials only.

Park Rules

CITY OF INMAN reserves the right to dismiss an individual or cancel the entire race if there are violations of park rules or laws. Anyone arrested while on park property will be banned from the park for the duration of the race. All park rules are enforced, see Attachment A.

Medical Support

The USER is responsible for having first aid equipment and medical personnel on site. The City of Inman will respond to emergencies. On site medical personnel is STRONGLY encouraged for all race events.

Liability

USER hereby releases and holds CITY OF INMAN harmless from any liability for injury or damage to persons or property resulting from its use of the premises and shall indemnify CITY OF INMAN for any claims or damages, including attorneys’ fees, arising hereunder. USER is responsible for obtaining liability insurance with a minimum of one million dollars (\$1,000,000) of coverage per event. A Certificate of Insurance verifying this coverage must be submitted to CITY OF INMAN along with this form. The CITY OF INMAN must be named as an “additional insured” in the policy (see below).

Additional Insured
City of Inman 20 S. Main Street Inman, SC 29349 864-472-6200



Incident Reports

In the instance of property damage, theft, or personal injury the USER is required to complete and submit an incident report form to CITY OF INMAN, no later than the Monday following the event. (See Attachment B)

Personal Property

All personal property moved into the premises by the USER or any of its participants shall be at the risk of the USER or the owners of the personal property. The USER agrees that CITY OF INMAN shall not be liable for any damage, loss or theft of personal property, regardless of the cause or responsibility of the loss.

Relationship

USER acknowledges that it is operating independently and neither USER nor any of USER'S employees or agents are employees or representatives of CITY OF INMAN. CITY OF INMAN is not responsible for duties related to the administration of the event and other duties not identified in this agreement.



CLIENT AGREEMENT

By signing below the USER agrees to the above TERMS AND CONDITIONS FOR USE of CITY OF INMAN facilities/streets.

USER Signature

Date

Organization Primary Contact _____

Organization Name _____

Address _____

Phone _____

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RESERVATION CONFIRMATION

This signed form will be returned to the USER upon confirmation of the dates and receipt of the application fee and deposit. Dates are not guaranteed unless this form is signed by CITY OF INMAN and returned to the USER.

Joe Lanahan, City Administrator

Date



Attachment A

CITY OF INMAN

Park Rules and Conditions of Use

Equal Park Access

All persons shall be entitled to the full and equal enjoyment of the programs, services, facilities, privileges, advantages and accommodations of the CITY OF INMAN without discrimination or segregation on the grounds of race, color, religion, national origin, or gender.

Operating Hours

Persons may enter and use the parks from dawn to dusk unless other hours are posted at park.

Enforcement

The CITY OF INMAN Police has jurisdiction in all parks.

Vehicles

1. Park all vehicles in designated parking areas only.
2. The speed limit within the parks is not to exceed 15 miles per hour.

Disorderly Behavior

1. "Courtesy is Contagious" Refrain from things that disrupt the enjoyment of other park users. (Loud Music, Boisterous Behavior and Profanity)
2. Engaging in fighting or assault of any person or interfering with the duties and responsibilities of the park staff is strictly prohibited.

Trash Disposal

Dispose of all trash in designated trash containers.

Prohibited Items and Activity

1. Glass bottles and fireworks are prohibited.
 2. Possession and use of alcohol and illegal drugs are prohibited.
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3. Use or discharge of any type of firearm, air gun, sling shot, bow and arrow is prohibited.
4. Use of motorized model airplanes, model rockets and the like is prohibited.
5. Smoking is prohibited in all buildings and within 100 feet of playgrounds, athletic fields, spectator areas, and other gatherings/large groups of people.

Dog in Parks

1. Dogs must be on leash no longer than 6 feet and under the owner's control at all times, except in designated areas.
2. Dogs, except official human service dogs, are banned from all buildings, playgrounds, and all athletic courts, fields and spectator areas.
3. Please collect and dispose of dog waste properly.

Solicitation and Unlawful Vending

1. Soliciting is not allowed on park property, including placing flyers on park property or on vehicles in the parking lots.
2. No person in or on any park property shall sell, offer for sale, hire, rent, lease or let anything whatsoever, or provide or offer to provide services or items in exchange for donations, cash or check unless permitted by CITYOF INMAN.

Restricted Use

1. Use of the recreational activities shall be restricted to the locations for which such type activity is designed by the physical improvements erected on the premises.
2. Skateboarding, Free Running, In-Line Skating and Bicycling are prohibited in all pavilions, courts, buildings, plazas and playgrounds.
3. Engaging in any form of gambling or game of chance for money is prohibited
4. Camping, erecting a tent or shelter in any park without a permit is prohibited.
5. Sleeping or spending the night is prohibited without a permit, including parking and RV or similar vehicle in a park overnight.
6. No person shall engage in dumping, disposals of household or commercial refuse or storing unattended personal belongings.
7. No person shall injure, deface, alter, write upon, destroy or tamper with any park or personal, property, or equipment.
8. Swimming in park lakes and rivers is prohibited.

Destruction or Abuse of Plant Materials

1. No person shall deface, injure, sever, mutilate or remove plant materials from the parks without permission.
 2. No person shall go upon park areas and athletic fields that are signed for no use/restoration in progress.
 3. No person shall plant any tree or other plant materials on park property without permission.
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Park Facility Use Permits

1. Facility permits provide for the exclusive use of the reserved area, not the entire park. Park users must be given access to all restrooms, concessions and buildings not included in the permitted area.
 2. Parks may not be used for any business purpose without a permit.
 3. To prevent damage to underground utilities, driving tent stakes in the ground is prohibited without a permit.
 4. Users may not assign or sublet the premises.
 5. Attaching ropes or wires, driving nails, staples or taping any banner, sign or related objects to buildings, trees, fences or other park equipment or facilities is prohibited unless otherwise permitted.
 6. Grilling, cooking or campfires are permitted in designated areas only.
 7. Use of park facilities and equipment is on a "first come – first use" basis unless the facility or equipment has been reserved with an official permit. Permitted users should have a copy of their reservation agreement on site.
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INCIDENT REPORT FORM

Check all that apply:

Participant Volunteer Property damage Theft

Date of incident: Time of incident:

Name of injured party:

Age of injured party:

Home address and phone number of injured party:

Facility name:



Where on the facility grounds did the incident occur? Please be specific.

Were there any witnesses? Record name(s) and phone number(s).

What part of the body was injured? Provide a description of the injury.

Incident details:

Action taken:

- None required
- Parent/guardian/spouse/relative/friend notified
- First aid given. If so, what type:

EMS notified at _____ EMS arrived at _____

Injured party transported to _____



Facility Property Damage or Theft:

Nature of incident: Vandalism Theft Incident Accident

List property damage and/or property stolen. (Please list inventory/serial numbers if applicable.)

Were police notified/involved? Yes No

If so, give officer's name and case file number:

Name and phone of person filing incident report:

Date: _____

Follow Up:



Date:

Executed by: _____

Comments:

Office Use Only: Insurance claim: Yes No

Reported by:

Date reported:

SCIRF Claim Number:

Report should be completed immediately while details are fresh. Submit the report as soon as possible no later than 5:00 pm the next working day.

All reports should be submitted to janahan@cityofinman.org.