



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

PARKS & FACILITIES MANAGEMENT

636 S. Fernleaf Ave., Sebring, Florida 33870

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Highlands County Athletic Field Terms and Conditions

Grants for multi-day games/events that generate overnight hotel stays, the Highlands County Tourist Development Council (TDC) may be able to provide financial assistance with an Event Grant. Information may be obtained at <http://visitsebring.com/grants/> or call 863-402-6909.

1) Softball Fields

Five adult, 305 ft. lighted fields
Concession with appliances
Ice machine
Announcers Booth, and scoreboards

- a) The use of softball fields can be used from 8:00 am to 11:59 pm. No overnight games.

2) Football and Green Fields

Football Field A is 160 x 360 ft. field - has bleachers, lights, and scoreboard.
Fields B and C are green fields that are 75x120 yds.
Field D is 110 x 216 yds.
Concession – no appliances
Announcers Booth

- a) Use of football field A can be used from 8:00 am to 11:59 pm and green fields B, C and D can be used from 8:00 am to sundown. User of Football Field A will have first rights for use of concession. No overnight games.

3) Reservation and Deposit Requirements for Games, Tournaments or Events:

- a) Reservations are made online and will be approved upon receiving a field deposit of \$300 and/or another \$50 for concession deposit.
- b) Cancellations of 16 or more business days will receive deposit less Administrative Fee of \$25.00. Cancellations 11-15 business days will receive \$150.00, and cancellations less than 10 business days will not receive their deposit.

- 4) **Practice fields.** Fields can be scheduled Monday through Thursday. Fields can be scheduled for Friday but are subject to be cancelled if a field is needed for an event. Fields must be scheduled and paid for online by 2:00 p.m. on the day of practice. Only people covered under their organization's insurance that Parks & Facilities Management has on file, or on a softball roster for the current league season are allowed on fields.

- 5) **Option to Terminate.** At any time, the County shall have the right to terminate any agreement with at least thirty (30) days' notice or at any time a group or individuals violate the policies of the Parks & Facilities. No refunds will be given if the agreement is violated/breached.

- 6) **Fees:** Fees are applied as rates listed in the Highlands County Fee Schedule. Please see Attachment C of this document.
- a) Tournament, games and events fees must be paid in advance prior to using the complex. If paying by check, payment is due ten business days prior to use and is made out to “HCBCB” or “Highlands County Board of County Commissioners”. If paying online with credit card, payment is due three days before the event. Follow this link to make online payments.
https://www.highlandsfl.gov/pay_now/index.php
 - b) Practices fields must be scheduled and paid for by 2:00 pm on the day of use.
- 7) **Field Lights.** Users must schedule lights when reserving online per field.
- 8) **Portable Toilets (Football and Green fields):** Should an event have more than 400 people playing and/or spectating, the event organizer must coordinate with a local vendor in obtaining portable toilets. The organizer will be responsible for payment to the vendor. Highlands County Parks & Facilities Management will not schedule or pay for portable toilets.
- 9) **Youth Coaches and Volunteers.** In accordance with Section 943.0438, Florida Statutes, all youth sports organizations are required to perform a level 1 background check on all coaches and volunteers in their organization.
- 10) **Admission/Gate Fees.** Admission fees may be charged, but not when there is more than one event going on at the same time. Licensees will need approval and coordinate with Parks & Facilities Management of dates they wish to charge a fee.
- 11) **Field Breaks.** Will be blocked out online.
- 12) **Field Preparations:** All field lining for games or events must be scheduled with the Greenskeeper Specialist for a date and time. Field markings, lines, logos, or the application of any type of paint is prohibited without prior approval of Parks Management. The use of any insecticides and/or herbicides are also strictly prohibited. If lightning is observed, the director, coaches and guests should leave the fields and immediately seek shelter. Participants may return to the fields twenty (20) minutes after the last sign of lightning.
- a) Softball:
 - i) Line / drag fields prior to each tournament day. No additional maintenance is provided without additional cost and must be scheduled. There will be no reimbursement for unused fields that have been prepped and lined.
 - ii) If determined to be appropriate, cancel play in cases of extreme weather, whereby play might cause undue damage to the fields or potentially endanger the health of participants, spectators, and/or program-related personnel. If the determination is made that the fields are unplayable, Parks & Facilities Management may authorize the option to the tournament director to use Turface to continue the tournament. If the tournament director authorizes the use of Turface to continue playing and will be responsible for paying \$12.00 per bag.
 - b) Football and Green Fields:
 - i) Field lining for practice is prohibited.
 - ii) Organizations lining field(s) for games or events must be scheduled with the Greenskeeper Specialist for a date and time.
- 13) **Cleaning and Maintenance:** In agreement with the use of the premises, the user agrees to leave the premises in the state in which it was before use. This includes but is not limited to the restrooms, ball field(s), bleachers, dugouts, and parking lot. All trash receptacles need to be emptied and disposed of in the dumpster by the Maintenance Barn. Failure to do so may result in forfeiture of user’s deposit.
- Maintenance for trash, restrooms, or softball fields is \$25 per hour per person and must be _____

scheduled when making reservations.

Users will be responsible for paying landfill tipping fees for disposal of extra trash their event or game generates. (Trash that does not fit in the dumpster.)

- 14) **Damage or Vandalism.** Damage to the facility, structures or playing surface determined to stem from the rental activity will be billed to the renter or to the Tournament Director. Damage and replacement costs are to be determined by the County and/or its staff or designated agent. Major damages will be reported to the Police Department and to the County.
- 15) **Parking:** Park in designated parking areas only. Parking within the softball spoke, behind the football concession or on playing fields is prohibited. No overnight parking or camping is permitted. Vehicles parked illegally are subject to being towed at the owner's expense.
- 16) **Concession Use:** Concessionaires that are with and are covered under the organization's insurance must follow guidelines set forth in the Vendor and Concessionaire Guidelines form, Attachment B. User of Football field A will have first rights to use concession by the football field. All documentation is required to be submitted ten (10) days prior to the event. See the Vendor and Concessionaire Guidelines, Attachment B for details. The Concessionaire and Vendor Information form, page two (2) of the Facility Use Agreement must be filled out and returned with all documentation no later than ten (10) days prior to the event.
- 17) **Food and Merchandise Vendors:** No outside vendors are allowed unless requested by the Licensee and approved by Parks and Facilities Management no later than ten (10) days prior to the event. All documentation required needs to be submitted ten (10) days prior to the event.
- 18) **Accident Reporting.** In the event of an accident or injury, the renter/user is required to fill out an Accident Report Form and submit it to the County as soon as possible.
- 19) **General Rules and Regulations.** Users must inform all participants and spectators:
 - a) Smoking or any other use of tobacco products. Tobacco products include any tobacco cigarette, pipe tobacco, smokeless tobacco, chewing tobacco or any other form of tobacco that may be used for smoking, chewing, inhaling or other means of ingestion.
 - b) Alcohol beverages: Pursuant to Highlands County Ordinance 21-22-13, the consumption of alcoholic beverages is permitted at certain specified County facilities provided that the primary focus of the event is not children, and the proper insurance, indemnification and other requested documentation is provided to the County 10 days prior to the event. Any person convicted of violation of any of the provisions of this section shall be punished by a fine not to exceed \$500.00 or by imprisonment in the county jail for a period not to exceed 60 days, or both such fine and imprisonment for each such offense.
 - c) Profane or derogative language, or unsportsmanlike conduct.
 - d) Unsupervised children under the age of 18.
 - e) No temporary structure (i.e., tents, scaffolding) is not allowed without prior approval from Parks & Facilities Department and shows proof of coverage in the description on insurance.
- 20) **Prohibited Items.** For the safety of people and our environment the following is not permitted.
 - a) Seeds with a shell
 - b) Illegal drugs
 - c) Weapons of any kind
 - d) Balloons
 - e) Grills. Use of grills is prohibited.
 - f) Pets or Farm Animals: With the exception of service dogs, pets and farm animals are prohibited on County property. Service Animals are as defined by ADA and Florida law.
 - g) No fireworks or explosives
 - h) No overnight camping or RVing is allowed.
 - i) Glass bottles or containers are not allowed on the premises.
 - j) No loud music is allowed.
 - k) Riding toys such as skates, skateboarding, hoverboards, bicycles or similar devices are not

allowed.

- l) No off-road vehicles: The use of ATV's, dirt bikes or similar vehicles are prohibited in the park.
- m) No motorized rides, mechanical bulls, and water apparatus.

21) **Insurance:** User and all vendors shall secure and maintain a policy of commercial general liability insurance from a carrier satisfactory to Highlands County Office of Risk Management, providing coverage for claims arising from or in connection with the damage or loss suffered by any person, thing, or interest with a minimum of not less than One Million Dollars (\$1,000,000) and is due no less than 10 days prior to event for approval.

- a) IMPORTANT - Highlands County Board of County Commissioners shall be named as "Additional Insured" on all policies and MUST add the following verbiage to the certificate:
"Highlands County, a Political Subdivision of the State of Florida and its Elected Officials, its Agents, Employees and Volunteers."
- b) The Certificate Holder must be Highlands County Board of County Commissioners, 600 S. Commerce Ave., Sebring, FL 33870.

22) **IT IS UNDERSTOOD & AGREED** that I (21 years or older) represent that I have the complete and unrestricted legal capacity and authority to execute this Agreement. I acknowledge and agree that there are certain risks associated with sponsoring and holding the function at the County Facility, including but not limited to the following risks: (a) exposure to or contraction of an infectious disease such as corona virus/COVID-19 by the Attendees or other persons present at the Function or in, on or about the County Facility for any reason; (b) the increase in the risk to such exposure or contraction caused by or resulting from the intentional or negligent acts or omissions to act (whether passive or active) of HCBCB employees, staff members, volunteers, representatives, agents or by other Attendees or individuals present at the Function in, on or about the County Facility for any reason; (c) the risk of property damage, personal injury, disability, death or other loss of any kind or nature to the Attendees or other persons present at the Function or in or about the County Facility for any reason, which is caused by or results from exposure to or contraction of an infectious disease such as the novel corona virus/COVID-19 and (d) the risk of property damage, personal injury, disability, death or other loss of any kind or nature to Attendees or other persons present at the Function or in, on or about the County Facility for any reason which is unrelated to the novel corona virus/COVID-19 (including risks which are caused by or result from the intentional or negligent acts or omissions to act (whether active or passive) of HCBCB employees, staff members, volunteers, representatives, agents or by other Attendees or individuals present at the Function or in, on or about the County Facility for any reason).

Notwithstanding my acknowledgement and understanding of the above-described risks, Applicant desires to rent and occupy the County Facility for the purpose of holding the Function and, in consideration thereof: (a) Applicant voluntarily and willingly assumes sole and complete responsibility for the above-described risks and any other risks which may be encountered by any Attendee or other person present at the Function or in, on or about the County Facility for any reason; and

Licensee agrees to have direct knowledge of, have read and understand the guidelines and protocols which have been issued by the Centers for Disease Control and Prevention, the Florida State Department of Health, the Executive Orders of the Governor of Florida and the Highlands County Department of Health, for decreasing the risk of an infectious disease such as the corona virus/COVID 19 transmission, including the wearing of masks, hand washing, sanitization of facilities and social distancing. Tournament Director recognizes that the guidelines change frequently and are subject to modifications and revisions and understands the increased risk to Attendees and other persons attending the function or otherwise present in, on or about the County Facility of contracting an infectious disease such as the novel corona virus/COVID-19 and;

Licensee additionally agrees by signing this request and using the requested County property, that as a condition of that use, the Licensee shall, in addition to any other obligation to indemnify the

County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the County, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all cost of litigations, and judgments of every name and description arising out of or incidental to the use of the requested County property pursuant to this request. Any cost or expenses, including attorneys' fees (including appellate and bankruptcy counsel fees), incurred by the County to enforce this agreement shall be borne by the Tournament Director. This indemnification agreement shall also cover all claims brought against the County, its elected officials, employees, agents, or volunteers by any officer, director, member, employee, guest, invitee or permittee of the Licensee, any subcontractor, or anyone directly or indirectly employed by any of them. The Tournament Director's obligation under this indemnification agreement shall not be limited in any way to the Tournament Director's limit of, or lack of, sufficient insurance protection.

- 23) **Default of Licensee.** It is agreed that if Licensee should fail, neglect and/or refuse to keep and perform any of the covenants, conditions or agreements contained in this Agreement, Highlands County may cause this agreement to be terminated, without liability to Highlands County, and without releasing User from its liability to the full amount of rent or fees provided herein.

Last updated: July 18, 2025