



SPORTS FACILITY USE POLICY

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Adopted:

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PURPOSE

The purpose of this policy is to establish a uniform, transparent, and non-exclusive framework governing the reservation and use of City-owned outdoor sports facilities. This policy is intended to support local youth sports organizations, promote equitable community access, provide predictable scheduling opportunities for league play, allow for general public rentals and tournaments, and protect City assets through clearly defined operational, safety, and maintenance requirements.

DEFINED TERMS

"**City**" means the City of Burleson, Texas.

"**Facilities**" means the athletic fields and related areas at Bartlett Park Sports Complex and Chisenhall Fields Sports Complex.

"**Organization**" means any company, association, or league reserving or using Facilities.

"**Reservation**" means an approved permit issued by the City or its designee.

"**League Play**" means scheduled games or practices organized by an Organization.

"**Tournament**" means any organized multi-team competitive event.

"**Burleson Independent Soccer Association (BISA)**" shall mean the recognized local youth soccer organization operating within the City of Burleson that coordinates league play, practices, and related programming.

"**Burleson Youth Association (BYA)**" shall mean the recognized local youth baseball and softball organization operating within the City of Burleson that coordinates league play, practices, and related programming.

"**Individual Renter**" shall mean any person reserving City athletic facilities in an individual capacity, and not as part of an organized league, association, company, or formal entity. An Individual Renter may include private coaches, instructors, or individuals conducting activities on a one-time or recurring basis.

APPLICABILITY

This policy applies to all individuals, teams, organizations, leagues, tournament operators, and special event organizers requesting use of City-owned outdoor sports facilities.

NON-EXCLUSIVE USE

All City athletic fields are non-exclusive. No user, organization, or league is granted ownership, tenancy, or exclusive control of any City athletic facility. The City retains full authority over scheduling, assignment, and reassignment of all athletic fields

SCHEDULING AND ADVANCE NOTICE

Organizations shall submit proposed seasonal schedules by deadlines established by the City. Organizations shall provide advance notice of schedule changes, added practices, added games, and cancelled uses. Organizations may schedule activities only within approved dates, times, and assigned fields.

BISA and BYA shall be provided a two (2) week priority scheduling window in advance of each primary league play season to submit and reserve fields prior to the release of remaining field availability to the general public. For the purposes of this policy, priority scheduling windows shall occur prior to the spring and fall seasons only. No priority scheduling window will be provided for summer seasons. Priority scheduling does not guarantee approval of all requested dates, times, or field assignments and remains subject to City review and approval.

Notwithstanding the foregoing, the City retains the right to pre-schedule tournaments and special events within the typical league play seasons. Typical league play seasons are defined as:

- Spring season: up to eleven (11) weeks between February and May
- Fall season: up to eleven (11) weeks between August and November

Tournament scheduling within these timeframes shall be coordinated by the City to balance league play, community access, and revenue-generating opportunities. The City reserves the right to reserve weekends during each season for tournament play or other field reservations.

BYA league play may be scheduled Monday through Friday during the organization's season. Each baseball or softball organization may request up to four (4) Saturdays per season. Practices may be scheduled on weekdays through approved reservations.

PRIORITIZATION OF LOCAL YOUTH SPORTS ORGANIZATIONS

BISA and BYA shall be provided a first-pass opportunity to request seasonal league scheduling. First-pass access allows eligible organizations to submit seasonal league schedule requests prior to the City releasing remaining availability to other users. First-pass access does not guarantee approval of all requested dates, times, or fields. After first-pass scheduling is completed, remaining availability shall be released for reservation by other organizations and the general public.

RESERVATION REQUIREMENT

All field use requires an approved reservation issued by the City or its designated operator. Reservations may be requested for hourly rentals, seasonal league play, practices, tournaments, and special events. Use of any field without an approved reservation is prohibited.

FIELD RENTAL RATES

Field rental fees shall be established annually through the City of Burleson's adopted budget and corresponding fee schedule.

Unless otherwise expressly approved by City Council, all rates shall apply uniformly to all users.

BISA FEE STRUCTURE

BISA is permitted a forty percent (40%) reduction in applicable field rental fees for approved uses, including hourly and daily rentals.

BISA desires to host league on Sundays for a period of 6 hours. In order to accommodate this request, on Sundays, BISA is authorized to rent fields for a half day period of 6 hours at a 50% reduction of a full day rental. The aforementioned 40% discount applies in addition to the half day rental discount.

TOURNAMENTS AND EVENTS

Tournaments and events shall be reserved using the same rental process applicable to all users. No organization is entitled to automatic or guaranteed tournament dates. All tournament reservations are subject to availability and City approval.

CLEANUP AND CONDITION REQUIREMENTS

Organizations or individual renter shall remove trash and litter generated during their use. Fields and surrounding areas shall be left in a clean and orderly condition. Organizations or individual renter shall be responsible for costs associated with excessive cleanup.

DAMAGE AND COST RECOVERY

Organizations or individual renter shall be responsible for damage to turf, irrigation, goals, fencing, lighting, or other facilities caused by their participants, spectators, staff, or volunteers, normal wear and tear excepted. The City may assess charges for repairs, additional maintenance, staff time, and equipment replacement. The City may require a damage deposit.

FIELD CONDITIONS AND PLAYABILITY

The City reserves the right to close fields due to weather, saturation, unsafe conditions, or maintenance needs. Organizations shall comply with all closures. The City will notify the organizer or individual renter and post to all pertinent locations. It is the responsibility of the organizer or individual renter to notify all participants.

CANCELLATION AND RESCHEDULING

The City may cancel or reschedule reservations due to acts of God, severe weather, field conditions, emergency repairs, maintenance needs, or public safety concerns. The City shall not be responsible for consequential damages.

In the case of rescheduling for cancellation for any of the above events, the City will work with the Individual Renter or Organization to reschedule the event for an open date or the Individual Renter or Organization may request a refund, but the determination to give such a refund shall be at the sole discretion of the City.

FIELD MAINTENANCE WINDOWS

The City reserves the right to designate and enforce maintenance windows for all athletic fields for the purposes of rest, repair, and routine or preventative maintenance.

Such maintenance windows shall be established and published by the Department prior to the opening of reservation and scheduling windows for each applicable season or rental period.

No reservations shall be permitted during designated maintenance windows, and all Organizations and users shall comply with such closures.

The City reserves the right to modify, extend, or implement additional maintenance closures as necessary to protect field conditions, ensure user safety, and preserve the long-term functionality of the Facilities.

INSURANCE REQUIREMENTS

The following insurance requirements shall apply to all Organizations conducting league play, recurring rentals, tournaments, or ongoing programming at City athletic facilities. Each organization shall obtain and maintain, at its sole cost and expense, insurance coverage in the following minimum amounts at all times during its period of use: Commercial General Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; Damage to Premises of not less than One Hundred Thousand Dollars (\$100,000); Medical Payments of not less than One Thousand Dollars (\$1,000); Personal and Advertising Injury of not less than One Million Dollars (\$1,000,000); General Aggregate of not less than Three Million Dollars (\$3,000,000); and Excess Accident coverage of not less than One Hundred Thousand Dollars (\$100,000) with a maximum deductible of Fifty Dollars (\$50.00). Automobile Liability insurance is not required unless vehicles are used in connection with the organization's activities in a manner that necessitates such coverage.

Each organization shall provide certificates of insurance evidencing the required coverages to the City no later than thirty (30) days prior to the start of each season or scheduled use period.

All insurers providing required coverage must be authorized to conduct business in the State of Texas or otherwise approved by the City and must be acceptable to the City in terms of financial strength and solvency.

All required insurance policies shall name the City of Burleson as an Additional Insured.

The required insurance policies shall cover all public risks related to the organization's use of City parks and athletic facilities.

Commercial General Liability policies shall be written on an occurrence basis and shall contain no exclusions unless such exclusions are specifically approved in writing by the City. All required policies shall include a waiver of subrogation in favor of the City.

Each organization shall provide the City with at least thirty (30) days' written notice of cancellation or material change in coverage. Ten (10) days' notice shall be acceptable in the event of cancellation for non-payment of premium. Such notice requirements shall be endorsed onto the organization's insurance policies.

The City shall have the right, upon request and without cost, to review insurance policies and endorsements and may require proof of premium payment.

The City shall not be responsible for the payment of any insurance premiums. Failure by the City to request or review insurance documentation shall not constitute a waiver of any insurance requirement.

BACKGROUND CHECKS – BISA AND BYA

The following requirements shall apply exclusively to the Burlson Independent Soccer Association (BISA) and Burlson Youth Association (BYA) in connection with their use of City athletic facilities for league play, practices, and related programming.

BISA and BYA shall require that all coaches with direct contact with participants receive appropriate training in the instruction of their respective sport. Each organization shall provide or require participation in at least one (1) coaching clinic, course, or equivalent training opportunity prior to the start of each primary season.

BISA and BYA shall conduct criminal background checks on all board members, coaches, assistant coaches, officials, referees, umpires, instructors, volunteers, and any other individuals who will have direct contact with participants prior to such individuals engaging in any organization activity, including practices, games, clinics, or events.

BISA and BYA shall maintain records verifying completion of required background checks and shall provide such documentation to the City upon request.

BISA and BYA shall not permit any individual who has been indicted for, charged with, under probation for, received deferred adjudication for, or convicted of:

- (a) a crime against a person over 18 years of age within the preceding five (5) years; or
- (b) a crime against a person 17 years of age or under; or
- (c) any sex-related offense; or
- (d) any felony offense.

to serve in any coaching, officiating, instructional, supervisory, or volunteer capacity involving direct contact with participants.

SIGNAGE AND SPONSORSHIP BANNERS

Organizations may display sponsorship banners only during their approved reservation times. Banners shall be removed immediately following scheduled use. Permanent or semi-permanent signage is prohibited.

PARK RULES AND REGULATIONS

All users shall comply with City ordinances, park rules, and departmental policies.

FOOD, MERCHANTS AND BEVERAGE

The sale, service, distribution, or consumption of alcoholic beverages is strictly prohibited at sporting events conducted at Burlson sports fields.

Outside food and non-alcoholic beverages are permitted. Coolers are allowed, provided they are used in a manner that does not create safety hazards, obstruct walkways, or interfere with facility operations.

Outside food, merchants, and beverage vendors are prohibited unless expressly authorized in writing by the Director of Parks and Recreation or their designee.

PARKING

Vehicles shall park only in designated parking areas. The renting organization or individual is solely responsible for ensuring that all participants, spectators, staff, volunteers, and vendors associated with its reservation comply with this requirement.

LOSS OR DAMAGE TO PERSONAL PROPERTY

The City is not responsible for loss, theft, or damage to personal property.

MANAGEMENT AUTHORITY

The City may assign or change responsibility for day-to-day facility management, scheduling administration, and fee collection to the City, another City department, or a third-party operator at any time.

ASSIGNMENT

Reservations are not transferable or assignable.

ENFORCEMENT

Failure to comply with this policy may result in cancellation of reservations, suspension of privileges, or other remedies available to the City.

Storage and Equipment Facilities

Organizations may request permission from the City for the storage of equipment and materials, including but not limited to carts, goals, flags, training equipment, and related items, within designated areas of the Facilities. All storage requests must be submitted in writing and are subject to approval by the City or its designee.

No Organization shall place, construct, or install any storage unit, structure, container, or equipment storage area on City property without prior written approval from the City.

If the City approves a request for the construction or installation of a storage facility, the requesting Organization shall be solely responsible for all costs associated with the design, purchase, permitting, and construction of such facility.

The City shall retain sole authority over the approval of the design, materials, and location of any storage facility to ensure consistency with site planning, safety standards, and operational needs.

Upon completion and acceptance by the City, the City shall assume responsibility for routine maintenance of the approved storage facility; however, the Organization may be held responsible for any damage caused by its use, members, or equipment.

The City reserves the right to revoke storage privileges or require removal of stored items or facilities if they are deemed unsafe, improperly maintained, interfere with operations, or are no longer aligned with the needs of the Facilities.

STORAGE AND EQUIPMENT

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INDEMNIFICATION

Each organization utilizing City athletic facilities expressly agrees to fully and completely defend, indemnify, and hold harmless the City of Burleson and its officers, employees, and agents from and against any and all claims, lawsuits, liabilities, judgments, losses, damages, costs, and expenses, including reasonable attorneys' fees and out-of-pocket expenses, for personal injury (including death), property damage, or other harm for which recovery is sought, arising out of or related to any negligent, grossly negligent, wrongful, or strictly liable act or omission of the organization, or its officers, directors, employees, agents, volunteers, contractors, or subcontractors, in connection with the organization's use of City facilities.

Notwithstanding the foregoing, an organization's indemnification obligations shall not extend to any losses arising out of or caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents.

Nothing contained herein shall be construed as a waiver of any governmental immunity available to the City under state law. This provision is solely for the benefit of the City and

the organization and is not intended to create or grant any rights, contractual or otherwise, in or to any third party.