

3.02 FEES AND CHARGES

3.02.01 District Code of Conduct Applies

All individuals, organizations, and groups using District Facilities and Fields are required to abide by the District Code of Conduct throughout their use of District property regardless of any fees charged for such usage.

- a. Any violations of the code of conduct by an individual, group or organization using District facilities or an attendee at the function sponsored by the individual, group or organization may result in the forfeiture of the Damage/Cleaning Deposit in addition to any consequences prescribed by the code of conduct.
- b. If the Damage/Cleaning Deposit is forfeited, any additional cleaning or damage costs will be billed directly to the sponsor/organization and the sponsor/organization will be required to reimburse the district for all actual costs as detailed with no additional penalty fee, prior to being permitted to reserve District facilities in the future.

3.02.02-Fees

1. Fees will be formulated based on several factors including but not limited to demand, market competition, program expenses, new program initiatives, maintenance costs, etc.
2. All fees will be reviewed and revised annually by the District Director.
3. All fees for Facility and Field usage will be identified in the District Schedule of Fees.
4. All individuals and groups reserving district facilities will be required to complete a District Facility Use Agreement and provide any and all documentation required therein prior to their reservation.
5. Any fees in the Schedule of Fees that are hourly will be charged in no less than 1 hour increments.

3.02.03-Fee Classifications

1. Resident and Non-resident rates
Specific resident and non-resident fees may be established for programs and facilities. Non-residents may be required to pay more than the resident rate.
 - a. Program Fees- Fees will be set for specific district run programs based on the direct and indirect costs associated with said programs. Contractual programs are required to pay the District 20% of gross income from programs run on District property. Recognizing the value provided by and the ongoing positive relationship with Non-profit organizations, the District will lower the rate for contractual programs provided by Non-profit organizations to 15% of gross income from programs run on District property.
 - b. Facility/Field/Shelter Fees- Fees will be set for reserved exclusive use of specific facilities, fields and shelters
 - c. Damage/Cleaning Deposits-Fees will be set for damage/cleaning deposits to be associated with specific facilities
2. Youth Sports Associations
 - a. All Youth Sports Associations wishing to use District facilities must complete a formal written agreement with the District such as a Memorandum of Understanding in addition to the Facility Use Agreement referenced in Section 3.02.02-4.
 - b. Youth Sports Association Agreements-Both Resident and Non-resident Youth Sports Associations will be required to sign a Youth Sports Association agreement with the

South Whidbey Parks and Recreation District once each calendar year that usage of fields is requested.

- c. Recognizing the value provided by these groups and that services would otherwise be provided by the District, resident Youth not-for-profit athletic groups providing recreational league and instructional programming for South Whidbey Park and Recreation District residents will not be charged for field usage for league or in-season use of fields or shelters, as long as such use is associated with the operation of the recreational league or season. All Youth Sports Association groups may have one room rental each month at no charge to facilitate monthly meetings. The waiver of these charges is available to the YSA as long as the district does not run a recreational league/instructional program for the same sport and age group as the YSA in question because the district would not have to expend any additional public funds in the running of a YSA run recreational league/instructional program. All additional bookings may be charged the non-profit rental rates.
 - d. Non-resident Youth Sports Associations request to use district property will be processed after the completion of a scheduling timetable for the resident Youth Sports Associations and will be charged fees for use. Non-resident Youth Sports Association usage of fields is solely at the discretion of the district and may be denied if the additional usage could potentially cause significant damage to the field requiring maintenance or repair of significant time or monetary impact in the opinion of the Director.
3. Non-Profit organizations and Local Government Entity
 - a. A Non-profit Organization is defined as an organization that achieves and maintains official IRS 501(c)3 status or any other State of Washington or Federally recognized not for profit status.
 - b. A Local Government Entity is defined as a unit of local government, either general purpose or special purpose, and includes but is not limited to, counties, cities, towns, school districts and other governmental and political subdivisions.
 - c. Recognizing the value provided by and the ongoing positive relationship with these organizations, resident Non-profit Organizations and Local Government Entities may have one room rental each month at no charge to facilitate monthly meetings. All additional bookings may be charged a nominal fee for usage, the non-profit resident rates.
 - d. Non-resident Non-Profit Organizations and Government Entities will be charged for facility and shelter usage.
 - e. If uncertainty exists as to whether a group qualifies as a non-profit organization, the District reserves the right to request not-for-profit status verification.
 4. Individuals
Individuals may reserve facilities for their own personal use and are responsible for paying the Parks and Recreation District the specific usage fees as specified in the Schedule of Fees.
 5. For Profit Entities
Any for-profit entity charging a fee for services rendered on Park District property is responsible for paying the Parks and Recreation District the specific usage fees as specified in the Schedule of Fees.

3.02.04 Large Events on District Property

1. Large Events include but are not limited to sports tournaments, and other non-district special events with over 100 projected attendees.

2. All regular facility fees, processes, and forms apply for usage of facilities, fields or picnic shelters for large events.
3. Any large event planned on Park District property is responsible for paying the Parks and Recreation District the set fees applicable to their specific event in addition to any applicable usage fees for specific facilities reserved as detailed in the Schedule of Fees.
4. A check for the projected costs will be provided by the sponsor of the event and will be held until a full accounting of costs and fees can be completed post event.
 - a. If the actual costs and fees exceed the amount provided in the deposit, the sponsor will be required to provide the balance of the costs within 10 business days of notification.
 - b. If the actual costs and fees are less than the amount provided in the deposit, the sponsor will be allotted 10 business days from notification to provide a replacement check for the actual costs and fees for their original deposit check to be returned. After 10 business days, the deposit check may be cashed as payment for the event and no refund of the balance will be provided.

3.02.05 Fundraising Activities on District Property

1. This section does not apply to political activities governed by Chapter 42.17A RCW or to For-Profit entities.
2. Fund-raising functions on District property require prior approval from the Director.
3. Any fundraising event on Park District property is responsible for paying the Parks and Recreation District the set fees applicable to their specific event as detailed in the Schedule of Fees.
4. At the discretion of the Board of Commissioners based upon the type of activity planned and the organization running the fundraiser, fees and charges may be reduced or waived.
5. A check for the projected costs will be provided by the sponsor organization and will be held until a full accounting of costs and fees can be completed post event.
 - a. If the actual costs and fees exceed the amount provided in the deposit, the sponsor organization will be required to provide the balance of the costs within 10 business days of notification.
 - b. If the actual costs and fees are less than the amount provided in the deposit, the sponsor will be allotted 10 business days from notification to provide a replacement check for the actual costs and fees for their original deposit check to be returned. After 10 business days, the deposit check may be cashed as payment for the event by the District and no refund of the balance will be provided.

3.02.06 Damage/Cleaning Deposit

All reservations of District facilities and fields, regardless of the individual, organization or group making the reservation, may be required to provide a damage/cleaning deposit for a specific reservation.

1. A check for the deposit will be provided by the sponsor of the event and will be held until a post-event inspection of the district facility can be conducted by staff.
 - a. If the post-event inspection is conducted and no additional cleaning or repairs are needed, the original deposit check will be returned to the sponsor.
 - b. If additional cleaning is needed, District staff will complete the necessary cleaning and will deduct an amount equal to time and materials used plus a penalty amount of \$50.
 - i. If this amount is less than the deposit any balance will be returned.

- ii. If this amount is more than the deposit a full accounting of the time and materials used will be provided and the sponsor/organization will be required to reimburse the district for any shortfall plus the \$50 penalty prior to being permitted to reserve District facilities in the future.
- c. If there is any significant damage to facilities, District staff will complete the necessary repairs or have the necessary repairs completed and will deduct an amount equal to time and materials used plus a penalty amount of \$50.
 - i. If this amount is less than the deposit any balance will be returned.
 - ii. If this amount is more than the deposit a full accounting of the time and materials used will be provided and the sponsor/organization will be required to reimburse the district for any shortfall plus the \$50 penalty prior to being permitted to reserve District facilities in the future.
 - iii. Any damage to District property may also be subject to the District Code of Conduct and any consequences therein may also apply.