



**Department of Parks and Recreation Tournament Application  
Effective 11-10-2009**

Tournament Director \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Fax Number \_\_\_\_\_ Email \_\_\_\_\_

Tournament Date \_\_\_\_\_

Number of Teams Expected \_\_\_\_\_

Tournament Classification \_\_\_\_\_

Association / Affiliation \_\_\_\_\_ Sanctioned Yes \_\_\_\_\_ No \_\_\_\_\_

Admission (gate) Charges \_\_\_\_\_ Yes \_\_\_\_\_ No If "yes", how much? \_\_\_\_\_

Will there be a photographer present during the Tournament: \_\_\_\_\_ Yes \_\_\_\_\_ No

Will there be vendor-selling merchandise during the Tournament: \_\_\_\_\_ Yes \_\_\_\_\_ No

**Insurance:**

Tournament Director agrees to provide general liability insurance with minimum limits of \$1,000,000 per occurrence. Such insurance shall be for the joint benefit of the City of Sevierville and the Tournament Director and shall name the City of Sevierville as an **Additional Insured**. Insurance carrier shall provide the City at least 30 days advance written notice in the event of cancellation. Tournament Director will furnish the City of Sevierville satisfactory proof of such insurance before the contract is effective. If this requirement is not met **15 days prior** to the requested date, the contract will be canceled. The Additional Insured must be listed as follows: *City of Sevierville, 200 Gary Wade Blvd, Sevierville, TN 37862*.

Each player must sign a release from liability form. A parent or legal guardian must release each minor for tournaments. The Tournament Director must keep said releases for 13 months which is the limitation for any claim to be filed. The waiver/release will minimize liability exposure not only for the City but also for the Tournament Director.

### **Event Fees:**

Tournament Director will pay fees as listed below for participating in the tournament or a minimum rental fee for a tournament is \$300, regardless of number of teams. A copy of the tournament bracket or round robin schedule must be given to the Parks and Recreation Department (Recreation Supervisor) one day prior to the tournament. If changes are to be made to the schedule, please give a revised copy to an authorized Parks and Recreation employee. Payment is due by the end of the tournament.

- 1 field = \$75/day**
- 2 fields = \$125/day**
- 3 fields = \$175/day**
- 4 fields = \$200/day**
- 5 fields = \$225/day**

### **Deposit:**

The Tournament Director must enclose a check made payable to the City of Sevierville in the amount of \$100 for a single tournament or \$100 each for multiple tournaments. Any refundable deposit will be mailed to the Tournament Director within 10-14 days after completion of the tournament or tournaments.

Reasons for forfeiture of some or all of deposit are:

- Failure to provide two week notice of cancellation
- Damage to City of Sevierville property
- Gross violation of the terms of this agreement

### **Cancellation:**

The Tournament Director must notify the Department of Parks and Recreation no less than two (2) weeks prior to the tournament date of intent to cancel. Failure to provide a two-week notice will result in the forfeiture of the deposit.

### **Tournament Director:**

All tournaments are to be conducted by the Tournament Director whose name is on the application. That person must be at the tournament and be in charge. No tournament can be sublet to another person unless prior approval is obtained from authorized representatives of the City of Sevierville Department of Parks and Recreation. **Violation of this rule can result in the loss of the privilege to use the City of Sevierville's facilities for the rest of the season and all future dates.**

### **City Services:**

1. Maintenance: The City will provide field maintenance once each day. This includes: dragging, lining infield, and outfield prep. In the event of inclement weather, the Parks and Recreation Department, if deemed necessary, will perform maintenance. If a Tournament Director requests a field to be lined, dragged or re set up more than once per day, a charge of \$50 dollars per field per request will be required.
2. Cleanup: The City will provide cleanup during and after the event.
3. Lighting: The City will provide ball field lighting for the event.
4. Staff: City staff will be provided, as the City deems appropriate in its sole discretion.
5. The City will not furnish tables and chairs. Tournament Director is responsible for table and chairs needed for gate or souvenir operations.

### **Gate Receipts and other Charges and Or Taxes:**

1. The City, through its Parks and Recreation Department, reserves the right to approve all gate charges.
2. If a gate is operated and approved, the Tournament Director will pay all applicable taxes and/or fees.
3. Approved Gates at the Sevierville City Park may only be placed at the approved locations as per **Attachment-A**. Because of the design of City Park and the fact that the City Park is a public park; if a visitor to City Park states that he/she is not attending said Tournament, no admission fee will be charge to this individual. If this issue is challenged, the Recreation Supervisor will have the final decision as to who will pay the gate fee.
4. A fee of \$25.00 dollars per day for each gate will be paid in advance by the Tournament Director to the Recreation Supervisor along with all other applicable fees and taxes.
5. As per the City of Sevierville Zoning Ordinance; Tents and or Mobile self-contained catering vehicles are temporary structures used for special retail sales events are required to pay a \$25.00 dollar Permit Fee per event per structure.
6. As per the State of Tennessee Law: 67-4-729- Traveling Photographers- when a photographer is used for any event, all requirements and fees must be followed. Please find a copy of this information in **Attachment-B**.
7. Business License: All vendors must verify as either an (a) instate vendor or; (b) an out-of-state vendor. If a vendor is an out-of-state vendor-this; by state law is considered a transient vendor and must pay a one-time fee of \$50 dollars plus \$5 dollar recording fee. Please see **Attachment-C** concerning this issue.

### **Concessions:**

The City, through its Parks and Recreation Department, retains the right to operate all concession facilities within the park. Any exceptions must be approved in advance by the Department of Parks and Recreation. **No food concessions of any type will be allowed by any group.**

### **Inclement Weather:**

In case of inclement weather, the City staff, through its Parks and Recreation Department, will decide in their sole discretion whether the fields are playable and whether the event should be postponed or rescheduled. If a rapid dry product is used during the tournament, the City will provide a maximum of 5/50-pound bags. **Anything over the allotted 10 bags will be the responsibility of the Tournament Director at a cost of \$8.00 per bag.** The costs are to be paid to the City by the Tournament Director, in addition to the all of other fees as required in this Agreement.

1. The City, through its Parks and Recreation Department-Recreation Supervisor, postpones the event for inclement weather or because of field conditions, the following is available. (1) The next available date as determined by the City at its sole discretion may be secured. In case of inclement weather, the City staff, through its Parks and Recreation Department-Recreation Supervisor, will decide in their sole discretion whether the fields are playable and whether the event should be postponed or rescheduled.
2. The City, through its Parks and Recreation Department, reserves the right to assign certain fields.

### **Event Guidelines:**

1. The Tournament Director is responsible for the entire tournament. If any damages occur during rental, the Tournament Director who signed the contract will be responsible for paying those damages.
2. The Tournament Director agrees to save, defend, and hold harmless the City of Sevierville, together with its various employees, officers, officials and agents, as well as any and all other persons or entities acting on its behalf, from any and all liability claims for damages of any sort whatsoever, arising in connection with Tournament Director's use of occupancy of any City property or any activity by Tournament Director on that property.
3. The Tournament Director agrees to report any defective condition of the playing field (s) or park during rental to authorized Parks and Recreation employee.

4. **No game shall start after 10:00 P.M. and must be over by 12:00A.M. No game can begin earlier than 9:00am on the weekends.**
5. The Tournament Director is responsible for notifying the teams and the players of the designated warm-up areas as approved by the Recreation Supervisor.
6. Subject to the City's authority as specified in this agreement, the Tournament Director is responsible for all aspects of scheduling the games, teams, sites, officials, scorers, etc., and for notifying participants. The Tournament Director is also responsible for all expenses including staff, officials, scorers, gatekeepers, etc.

**Park Rules:**

1. No alcoholic beverages, illegal drugs, or weapons of any kind are allowed on City property.
2. No climbing on structures or fences.
3. No littering.
4. All animals are required to be on a leash.
5. Motorized vehicles are not allowed on trails or maintenance roads.
6. No soft toss into fencing is allowed.
7. The City staff, through its Parks and Recreation Department, has complete control of the property and their decision is final as to all matters arising out of the use of any City facilities.
8. Parking is allowed in authorized areas only. Vehicles parked in unauthorized areas will be subject to towing and penalties.
9. No warm-ups on tennis courts or areas in close proximity of cars.
10. **NO metal cleats are to be worn on portable mounds on any field.**

Violation of any of the contract terms may result in the suspension or termination of privileges to use any City facility, at the absolute discretion of the City.

I will comply with the terms of this agreement.

\_\_\_\_\_

Tournament Director

\_\_\_\_\_

Date

\_\_\_\_\_

Department of Parks and Recreation  
Recreation Supervisor

\_\_\_\_\_

Date

**No Application is approved until the following signatures are completed:**

\_\_\_\_\_

Superintendent of Parks and Facilities

\_\_\_\_\_

Date

\_\_\_\_\_

Director of Parks and Recreation

\_\_\_\_\_

Date

**City Of Sevierville  
Department of Parks and Recreation  
Field Rental Worksheet**

Tournament Date (s) \_\_\_\_\_

**Tournament Director:**

Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Telephone \_\_\_\_\_

<b>Rental Fee:</b>	Number of fields	Number of days	
	1 = \$75/day		
	2 = \$125/day	_____	Total = \$_____
	3 = \$175/day		- \$100 deposit
	4 = \$200/day		=
	5 = \$225/day		

**Miscellaneous Fees:**

Total Bags of Field Dry Used \_\_\_\_\_ Re-setup of fields = \$50

Less 5

No. Of Bags to Be Paid \_\_\_\_\_ x \$8/Bag = \_\_\_\_\_

**Total Fees due Today** \_\_\_\_\_



**Receipt**

Received From \_\_\_\_\_

Amount Received \_\_\_\_\_

For Payment of Above Fees

\_\_\_\_\_  
Parks and Recreation Department Employee

\_\_\_\_\_  
Date

**City Of Sevierville  
Department of Parks and Recreation  
Deposit Refund Worksheet**

Tournament Date \_\_\_\_\_

**Tournament Director:**

Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

Describe any damage \_\_\_\_\_

\_\_\_\_\_

OK	Damage	Location

\_\_\_\_\_

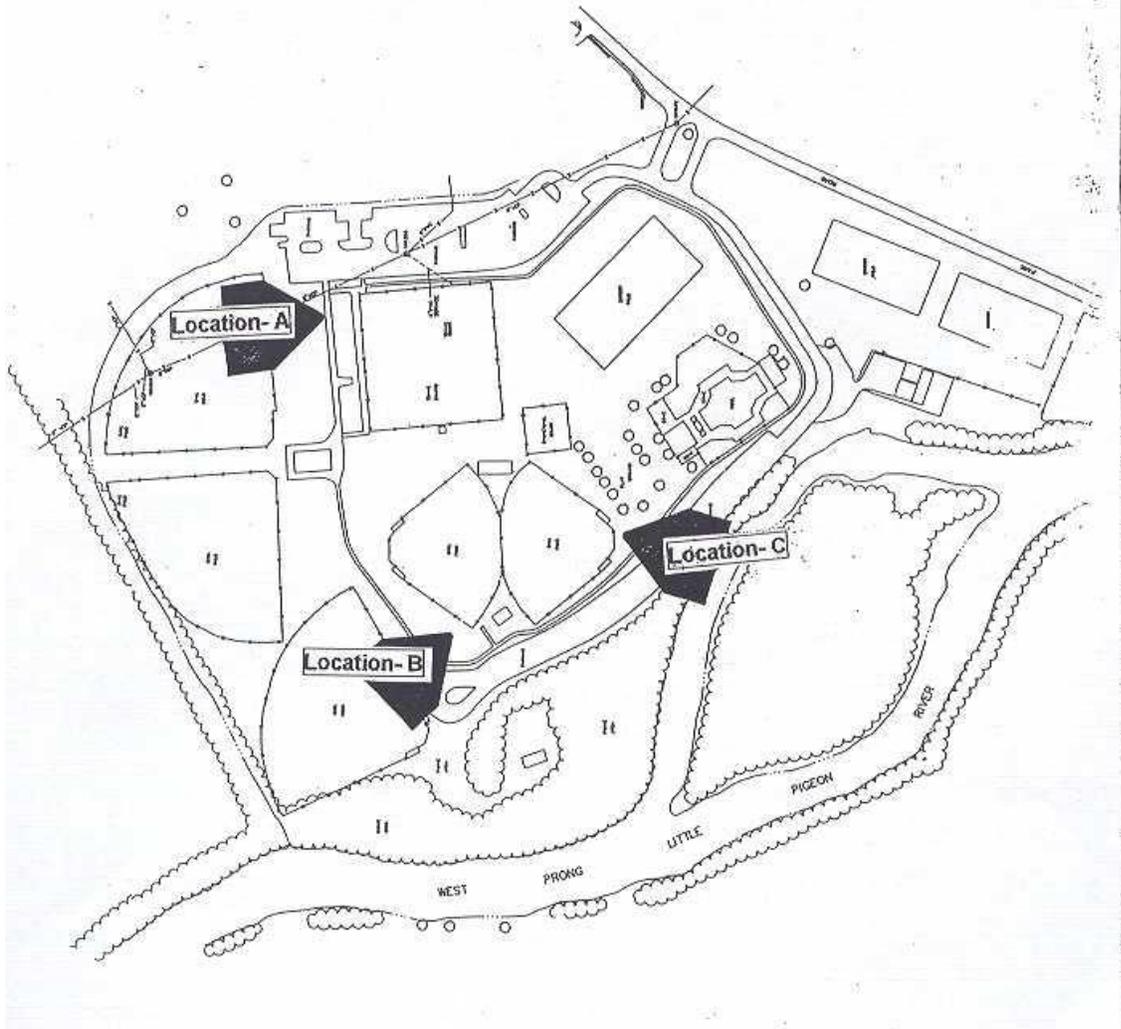
- Refund entire deposit
- Refund deposit less \$ \_\_\_\_\_ for damages

\_\_\_\_\_  
Parks and Recreation Department Employee

\_\_\_\_\_  
Date

NO. DATE DESCRIPTION BY		City of Sevierville TENNESSEE 120 Cary Wade Blvd. Sevierville, TN 37862 (865) 433-3584	ENGINEERING DEPARTMENT	SITE PLAN SEVIERVILLE CITY PARK		SHEET CONTENTS SITE PLAN	DATE 29 APRIL 04	SCALE 1"=100'	SHEET

**Attachment A- Approved Gate Locations @ City Park**



## Attachment B- Taxation of Traveling Photographers

### Taxation of Traveling Photographers

As used here, "traveling photographer" means a photographer who makes studio type photographs or portraits and sells them, but does not have an established studio or place of business in the trade area in which such photographs are taken. It does not include a photographer who makes photographs to be placed upon articles of identification.

Before a traveling photographer may do any business in a community, the photographer must first register with the sheriff or chief of police where the photographer proposes to temporarily conduct business. The photographer will give full name and address, the name and address of any other person working with the photographer, the name and address of the employer with which the photographer is connected, and must furnish proof that a deposit of \$100 has been made with the county clerk and a like amount with the proper municipal tax collector, against whatever amount or amounts of business taxes the photographer may owe on account of business done in the county or municipality, or both, as the case may be.

Any deposits made will be a credit on the amount of business tax for which such photographer may be liable to any county or municipality. When the taxes are paid, any balance remaining to the photographer's credit with the respective taxing jurisdictions will be refunded.

## Attachment C- Business License/Transient Vendor

### Transient Vendors

Transient vendors shall pay a tax of \$50 for each 14-day period in each county and/or municipality in which such vendors sell or offer to sell merchandise or for which they are issued a business license. Transient vendors will pay their tax liability prior to the first day of engaging in business. Transient vendors shall not be liable for the gross receipts portion of the tax provided for in Tenn. Code Ann. Section 67-4-709(b). (+ \$5.00 RECORDING FEE)

### Tax on the Dominant Business Activity (Tenn. Code Ann. Section 67-4-709(b))

In addition to the minimum tax, persons will pay a tax according to the dominant business activity as indicated. (Refer to the descriptions of the various classifications listed on pages 3 through 5 of this document.)

Effective September 1, 2002, the Tax Reform Act of 2002 increased the business tax rate by 50% and provided that 100% of the increase, including penalties and interest, would go to the state general fund. (Note: This 50% increase in the business tax rate does not affect taxpayers who pay only the minimum tax plus any applicable penalties and interest.) The rates of tax, as of September 1, 2002, are:

#### Classification 1:

- + One tenth of one percent of all retail sales of the business by persons in Classifications 1(A), (B), and (C).
- + One fortieth of one percent of all wholesale sales of the business by persons in Classification 1(A).
- + Three eightieths of one percent of all wholesale sales of the business by persons in Classifications 1(B) and (C).
- + One twentieth of one percent of all retail sales of the business by persons in Classification 1(D).

#### Classification 2:

- + Three twentieths of one percent of all retail sales of the business.



CITY OF SEVIERVILLE  
BUSINESS LICENSE APPLICATION  
DATE \_\_\_\_\_

Business License Fee \$20.00

Transient Vendors License Fee \$50.00  
(Per 14-Day Period)

NAME OF BUSINESS \_\_\_\_\_

CORPORATE NAME \_\_\_\_\_

STATE SALES TAX # \_\_\_\_\_ SOCIAL SEC. OR TAX ID# \_\_\_\_\_

PHYSICAL ADDRESS \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

BUSINESS PHONE \_\_\_\_\_ HOME PHONE \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_ CORPORATE PHONE \_\_\_\_\_

NAME OF OWNER \_\_\_\_\_

TYPE OF BUSINESS \_\_\_\_\_

EXPECTED OPENING DATE OF BUSINESS \_\_\_\_\_

NAME OF APPLICANT \_\_\_\_\_

CLASS \_\_\_\_\_ ACCOUNT NUMBER \_\_\_\_\_ COMPLETED BY \_\_\_\_\_

This application, along with proper remittance, must be received by this office on or before the dates applicable to the classification in which the business is classified or within 20 days after commencement of business when the business is new. A final tax report must be completed within 15 days after closing the business, or penalty and interest provided by Section 67-4-720 Tennessee Code Annotated will apply.