

City of Johnson City  
Tennessee

Golf Services  
Parks & Recreation Services  
Senior Services

Fees and Charges Policy

FY24

## **PREFACE**

The Fees and Charges Schedule and Policy format was approved and adopted by the Johnson City Board of Commissioners on June 8, 2015, as a revised and updated policy of fees and charges related to the operations of the City's Parks & Recreation Department. The City Commission has authorized and charged the Parks & Recreation Department through the office of the City Manager with the implementation of this policy, which is subject to revision, following review and recommendation by the Parks & Recreation Board, in conjunction with the annual city budget process.

Recreation fees are not intended to offset or cover the cost of providing traditional parks & recreation services to the city tax payer but to offset a portion of the cost of providing specific activities, programs or facilities of special interest, limited participation, space availability or high demand.

### **Classification of Fees and Charges**

1. **Entrance Fees** are charges for vehicles to park.
2. **Admission Fees** are described as charges made to enter a building or structure.
3. **Rental Fees** are payments made for the privilege of exclusive use of tangible property such as pavilions, ball fields, pools and meeting space.
  - **Equipment** fees are designed to offset the costs of repairing and replacing equipment.
  - **Facility** rental fees are designed for exclusive use of a room or facility and are intended to recover the costs of one staff person, basic building maintenance and utilities.
4. **User Fees** are defined as charges made for participation in an activity or fares for a controlled event.
5. **Sales Revenue** is revenue obtained from the operation of concessions and from the sale of merchandise or other property.

### **Special Recreation Programs**

Special recreation programs are defined as recreation and/or cultural classes that are held in City parks and recreation facilities at no expense to the City. The participants pay all expenses including instructor fees, materials and related costs. This procedure enables the department to offer programs that exceed the basic scope of services provided by a government parks and recreation agency.

### **Gifts and Donations**

Any member of the general public may make a gift or donation to the City for the purposes of land acquisition, planning and development, maintenance, operations and administration of the parks and recreation department facilities and programs.

### **Grants**

Any department employee in coordination with the City's Grants and Research Coordinator may investigate the possibilities of securing a grant or outside funding source for department

facilities and programs, provided they have discussed with the department director and secured authorization to do so.

### **Commercial Use Activities**

All costs incurred by the department resulting from commercial use of a parks and recreation facility must be recoverable as a part of the service or use fee. Therefore, commercial businesses may be charged up to three (3) times the normal rental rate.

### **Concession Operations**

Concession operations shall be developed where the need for services are present and the City cannot directly provide the desired services due to the constraints of government, or where the expertise to operate such services lies within the private sector. The concession operations cover a broad spectrum of various types of services and facilities, from complex food services to simple vending operations. Concession operations shall be viewed as an extension of the department's services and shall be managed with the same degree of accountability as those facilities managed directly by the department.

### **Insurance**

The required amount of insurance for use of City facilities is a minimum of \$1 million liability coverage, naming the City of Johnson City as the additional insured. The insurance policy shall be provided to the department a minimum of fourteen (14) working days prior to the scheduled event.

The City of Johnson City reserves the right to create an addendum to this policy requiring a higher amount of liability coverage for certain special events as determined by the parks and recreation designee.

### **Provision of Services**

The Provision of Services gives the department the ability to have private contractors/instructors provide work at City facilities enhancing the program offerings without increasing staff. The Provision of Services is usually a 70/30 split with the City receiving the 30% of the revenue generated by the program. This follows national standards for contract services in recreational programming.

All sports officials are to be considered as contractors. The Sports Officials Provision of Services Agreement specifies an established rate of pay per game per sport.

**City of Johnson City  
Parks & Recreation Department**

**SCHEDULE OF FEES AND CHARGES**

**General Information**

In addition to the basic rates shown in the schedule of fees and charges, it should be noted that supplemental costs, will be charged when extra department personnel are required in connection with any activity or event for which fees are charged. The rates will vary with the pay scale of each employee used in connection with the service scheduled.

All park rules and regulations must be adhered to while using the City of Johnson City's parks and recreation facilities. The following guidelines apply, but are not all inclusive of the applicable rules and regulations:

- No alcoholic beverages are allowed in parks or facilities, unless otherwise approved by the City Commission.
- No illegal substances are allowed in parks or facilities;
- The reserving party is responsible for damages at the current cost of repair or replacement;
- Unless specifically noted, the reserving party is responsible for set-up and clean-up;
- The entire park system is tobacco free;
- Other applicable local, state or federal regulations and laws shall be enforced.

The reservation procedures outlined in this policy will be uniformly applied for all parks and recreation facilities. In all cases, the parks and recreation department reserves the right to operate any and all concessions, or to contract this service under the guidelines of the City.

**Reservations**

As applicable, reservations are required for facility use and rental. The parks and recreation department must receive payment at the time of the reservation, unless otherwise noted. All indoor reservations must be made at least 48 hours in advance. Pavilion rentals must be made a minimum of 72 hours in advance.

**Refunds**

**Programs, Classes and Events**

**Rental and Reservation Refunds**

When inclement weather requires the cancellation of Johnson City Schools, all scheduled classes and programs, with the exception of athletic league games, for that day will be cancelled and a full refund will be given. As well as, if the class, event or athletic program is cancelled by staff a full refund will be given. If a class or program is partially cancelled by staff, a pro-rated refund will be given. Medical refunds may be considered upon request accompanied by a valid doctor's note. No refund will be given for a class, program or athletic program once it begins.

Refunds will be given for a class, program or athletic program before it starts. If the class, program or athletic program is less than \$29 a full refund will be given. There will be an administrative fee of \$10 on any refund, with the exception of any class or program less than

\$30 which will receive a full refund, unless the program is non-refundable. Department operated classes, programs or athletic programs can be transferred within the same division for same fee, however the transfer needs to be before start date. The Parks & Recreation Director has the ability to waive this fee at his/her sole discretion.

No refunds will be given on rentals and reservations.

The department reserves the right to grant any and all refunds in his/her sole discretion. An appeal can be requested in writing to the Parks & Recreation Director, whose decision is administratively final.

### **Facility Use**

All applications for the rental or reservation of a City parks and recreation facility shall be completed on a rental agreement or a facility use agreement.

Any proposed use of City facilities that is contrary to public policy or not in the best interest of the City of Johnson City, shall be denied. The Parks & Recreation Director, in his/her sole discretion, reserves the right to deny any reservation request. The applicant has the right to appeal to the City Manager, in writing, or his/her administrative designee.

### **Waivers**

On rare occasions, fees and charges may be waived or reduced when such use or activity is approved by the Parks & Recreation Director or his/her designee to be a civic or community event. Written requests for waiver of fees and/or charges must be received twenty-one (21) working days in advance, in letter form to the Parks & Recreation Director. Criteria to be considered shall include, but may not be limited to: any fundraising activity where funds raised on City property are utilized to benefit a cross section of the Johnson City community or its citizens.

Variances from these proposed policies may be considered in reference to Johnson City civic organizations that have entered into an agreement with the City to sponsor a park and having the park named for the organization and its commitments to the City to participate in funding, labor or material goods in the upkeep of a designated park. In these cases, the Parks & Recreation Director or his/her designee may determine to waive the normal fees or charges for use of this designated park for functions, programs or events specifically conducted by the Civic organizations.

### **Use by Other City Departments**

A City department may request use of a parks and recreation facility. The requesting department will be responsible for all costs associated with their event to include costs of labor and materials.

**JOHNSON CITY PARKS & RECREATION  
SCHEDULE OF FEES AND CHARGES**

**RENTAL FEES**

**Pavilion Rental Information**

<u>Carnegie Park</u>	<b>Resident Rental Fee (1/2 Day/Full Day)</b>	<b>Non-resident Rental Fee (1/2 Day/Full Day)</b>
Pavilion #1	\$30/\$45	\$40/\$55

*Only available July 1<sup>st</sup> thru October 31<sup>st</sup> – due to softball season*

<u>Carver Recreation Center</u>	<b>Resident Rental Fee (1/2 Day/Full Day)</b>	<b>Non-resident Rental Fee (1/2 Day/Full Day)</b>
Pavilion # 1	\$35/\$55	\$45/\$65
Pavilion # 2	\$35/\$55	\$45/\$65

<u>Civitan Park</u>	<b>Resident Rental Fee (1/2 Day/Full Day)</b>	<b>Non-resident Rental Fee (1/2 Day/Full Day)</b>
Pavilion #1	\$25/\$35	\$35/\$45
Pavilion #2	\$25/\$35	\$35/\$45
Pavilion #3	\$25/\$35	\$35/\$45
Pavilion #4 – near Playground	\$25/\$35	\$35/\$45
Pavilion #5	\$25/\$35	\$35/\$45
Pavilion #6	\$25/\$35	\$35/\$45

*Only available April 1<sup>st</sup> – July 31<sup>st</sup> – due to soccer season*

<u>Kiwanis Park</u>	<b>Resident Rental Fee (1/2 Day/Full Day)</b>	<b>Non-resident Rental Fee (1/2 Day/Full Day)</b>
Indoor Facility	\$150/\$275	\$160/\$285

<u>Lions Park</u>	<b>Resident Rental Fee (1/2 Day/Full Day)</b>	<b>Non-resident Rental Fee (1/2 Day/Full Day)</b>
Pavilion # 1	\$40/\$65	\$50/\$75
Pavilion # 2	\$25/\$35	\$35/\$45

<u>Meredith Pavilion</u>	<b>Resident Rental Fee (1/2 Day/Full Day)</b>	<b>Non-resident Rental Fee (1/2 Day/Full Day)</b>
Pavilion	\$70/\$100	\$80/\$110

<u>Metro-Kiwanis Park</u>	<b>Resident Rental Fee (1/2 Day/Full Day)</b>	<b>Non-resident Rental Fee (1/2 Day/Full Day)</b>
Pavilion #1 – at Playground	\$30/\$45	\$40/\$55
Pavilion # 2 – on Hill	\$35/\$55	\$45/\$65
Pavilion # 3 – Trivett Pavilion	\$30/\$45	\$40/\$55
Pavilion #4 – Small Pavilion	\$10/\$15	\$20/\$25
Pavilion # 5 – Guaranda Gardens	\$30/\$45	\$40/\$55

<u>Paul Christman Park</u>	<b>Resident Rental Fee (1/2 Day/Full Day)</b>	<b>Non-resident Rental Fee (1/2 Day/Full Day)</b>
Pavilion	\$25/\$35	\$35/\$45

<b><u>Powell Square Park</u></b>	<b>Resident Rental Fee</b>	<b>Non-resident Rental Fee</b>
Pavilion	<b><u>(1/2 Day/Full Day)</u></b>	<b><u>(1/2 Day/Full Day)</u></b>
	\$25/\$35	\$35/\$45

<b><u>Rotary Park</u></b>	<b>Resident Rental Fee</b>	<b>Non-resident Rental Fee</b>
All Pavilions	<b><u>(1/2 Day/Full Day)</u></b>	<b><u>(1/2 Day/Full Day)</u></b>
Harris Pavilion	\$250/\$500	\$260/\$510
London Pavilion	\$70/\$100	\$80/\$110
Gump Pavilion	\$40/\$65	\$50/\$75
Wallace Pavilion	\$30/\$45	\$40/\$55
Norton Pavilion	\$30/\$45	\$40/\$55
Long Pavilion	\$30/\$45	\$40/\$55
	\$25/\$35	\$35/\$45

<b><u>Willow Spring Park</u></b>	<b>Resident Rental Fee</b>	<b>Non-resident Rental Fee</b>
Pavilion # 1 – Across from Dog Park	<b><u>(1/2 Day/Full Day)</u></b>	<b><u>(1/2 Day/Full Day)</u></b>
Pavilion # 2 – Near Playground	\$25/\$35	\$35/\$45
Pavilion # 3 – Small	\$25/\$35	\$35/\$45
	\$10/\$20	\$20/\$30

<b><u>Robert Young Cabin</u></b>	<b>Resident Rental Fee</b>	<b>Non-resident Rental Fee</b>
Robert Young Cabin	<b><u>(1/2 Day/Full Day)</u></b>	<b><u>(1/2 Day/Full Day)</u></b>
	\$55/\$95	\$65/\$105

**Indoor Facility Rental Rates**

<b><u>Rooms</u></b>	<b>Resident Rental Fee</b>	<b>Non-resident Rental Fee</b>
Winged Deer Park Boardroom	<b><u>(Per Hour)</u></b>	<b><u>(Per Hour)</u></b>
Kitchen (2 hr. minimum)	\$35	\$45
Carver Recreation Center	\$20	\$30
Kitchen (2 hr. minimum)	\$35	\$45
The Langston Centre	\$20	\$30
Corporate/Business	\$35	\$45
Catering Center	\$50	\$60
	\$15	\$25

Any Kitchen must be rented with a room rental, cannot be rented separately.

**Gymnasiums**

	<b>Resident Rental Fee</b>	<b>Non-resident Rental Fee</b>
Carver Recreation Center and Memorial Park Community Center	<b><u>(Per Hour)</u></b>	<b><u>(Per Hour)</u></b>
Scoreboards	\$50 per court per day	
Set up/take down of tables and chairs	\$150	
Recreational Rental of Gym		
½ court/1 hr. minimum	\$20	\$30
Full court/1 hr. minimum	\$30	\$40
Co-sponsor Rental of Gym		
Youth	No charge	
Adult – ½ court/1 hr. minimum	\$20	\$30
Adult – Full court/1hr. minimum	\$30	\$40
Special Event/Commercial	\$300/half day (4 hrs.)/court - \$75 each additional hour	
Special Event/Commercial	\$550/full day (8 hrs.)/court - \$75 each additional hour	
Fairmont Gymnasium (2 hr. minimum)	\$30	\$40
Keystone Gymnasium (2 hr. minimum)	\$30	\$40

## **Pools**

### **Memorial Park Community Center, Freedom Hall and Legion Street Pool**

	<b>Resident Fee</b>	<b>Non-resident Fee</b>
Open Swim (Admission)		
Youth	\$3.00	
Adult	\$4.00	
Freedom Hall Party Room	\$35 per hour	\$45 per hour
Private Pool Party (2 guards) (FH Pool and Legion St.)	\$100 for 2 hours	\$110 for 2 hours
51-100 swimmers – add 1 guard	\$40	\$50
101-150 swimmers – add 2 guards	\$75	\$85
151-200 swimmers – add 3 guards (200 maximum capacity)	\$110	\$120

### **Freedom Hall Pool and Memorial Park Community Center**

Lap Swim	\$3.00	
Monthly Pass	\$35	\$45
Senior Monthly Pass	\$25	\$35
Adult Annual Permit	\$250	\$260
Senior Citizen Annual Pass	\$210	\$220

## **Tennis Courts**

<b>All Tennis Courts</b>	<b>Resident Fee Per Court Fee</b>	<b>Non-resident Fee Per Court Fee</b>
Half day	\$25	\$35
Full day	\$40	\$50
Hourly Rate	\$ 8	\$18

## **Pickleball Courts**

<b>All Pickleball Courts (Indoor and Outdoor)</b>	<b>Resident Fee Per Court Fee</b>	<b>Non-resident Fee Per Court Fee</b>
Half day	\$25	\$35
Full day	\$40	\$50
Hourly Rate	\$ 8	\$18

Tennis and Pickleball Courts may not be rented for paid instruction or commercial use, unless approved in advance. Insurance and additional fees will be required.

## **Equipment Rentals**

	<b>Resident Rental Fee</b>	<b>Non-resident Rental Fee</b>
Key Deposit (refundable)	\$50 per season or event	\$60 per season or event
Floor Cover (Carver and MPCC only(per court))	\$100 per day	\$110 per day
PA System (Carver Only)	\$75 per day	\$85 per day
Portable Restroom Trailer		
Class A – Non City Commercial/Corporate Rate Per Day		\$800
Class B – City Commercial/Corporate Rate Per Day		\$750
Class C – City Resident/Civic Rate Per Day		\$650

It is the policy of the Parks & Recreation Department to restrict the lease of specific equipment expressly stated herein to Parks and Recreation Department property. All other equipment is reserved for departmental use only. Tables and chairs are included in room rental but are restricted to the specific park or recreation center and subject to an additional set up fee. Additional tables and chairs shall be the responsibility of the citizen to lease, transport and set up.

**Field Rentals**

	<b>Resident Rental Fee</b>	<b>Non-resident Rental Fee</b>
Individual Field Rental with lighting	\$20/field/hour	\$30/field/hour
Tournament Field Rental (Grass)	\$145/field/day	\$155/field/day
Tournament Field Rental (Synthetic)	\$175/field/day	\$185/field/day
(Rate Times: 8am until 11pm/After 11pm Additional fees are applicable (\$25/field/hour))		
Soccer Field Maintenance/Prep	\$125/field/weekend	
Multipurpose Field Maintenance/Prep	\$250/field/weekend	
Change of Field Lay Out-Mid-Day Prep	\$75/field/day (moving base distances after tournament starts)	
Portable Mounds	\$75/field/weekend	
Temporary Fencing	\$75/field/weekend	

**Athletic Youth Programs**

	<b>Resident Rental Fee (Per Person)</b>	<b>Non-resident Rental Fee (Per Person)</b>
Soccer	\$35	\$45
Softball	\$35	\$45
Basketball	\$35	\$45
Tee-ball	\$35	\$45
Tennis	\$60	\$70
Football	\$50	\$60
Cheerleading	\$50	\$60
Late Registration Fee	\$20	\$20

(Fee added after last registration date)

(The department will not refuse any child participation based on inability to pay.)

**Athletic Adult Programs**

	<b>Resident Rental Fee (Per Team)</b>	<b>Non-resident Rental Fee (Per Person)</b>
Softball (Spring and Fall)		Additional Fee Per Person to the Team Fee
Men	\$400	\$10
Co-ed	\$350	\$10
Basketball		
Men	\$400	\$10
Co-ed	\$200	\$10
Volleyball		
Co-ed	\$200	\$10
Flag Football	\$300	\$10
Tennis	\$50 per person	\$60 per person
Disc Golf Tournament	\$2/per person	\$2/per person



**Contractual Programs/Classes/Events/Specialty Camps**

Contractual instructed class, programs and/or specialty camps – fees will vary with instructor’s hourly rate, material costs, number of classes, etc.

**Memorial Park Community Center**

	<b>Resident Rental Fee</b>	<b>Non-resident Rental Fee</b>
<b>Monthly Premium Pass</b>		
Student 14-17/Seniors 50+	\$30	\$40
Adults 18-49	\$45	\$55
Family Pass	\$75	\$85
(2 adults plus all children under age 18 living in the same household)		

Benefits of a membership include reduced rates on recreation programs and full use of amenities that include open swim, lap swim and fitness room. Gymnasium and tennis courts are available during open scheduled times. Fitness room use requires completion of fitness orientation.

	<b>Resident Rental Fee</b>	<b>Non-resident Rental Fee</b>
<b>Fitness Room</b>		
Students 14-17/Seniors 50+	\$15	\$25
Adults 18-49	\$20	\$30

	<b>Resident Rental Fee (Per Hour)</b>	<b>Non-resident Rental Fee (Per Hour)</b>
<b>Rental Rates</b>		
Meeting Rooms	\$35	\$45
(Media, Performing Arts Center, Activities, Class Room, Craft Room, and Art Room)		
8 hr. Rental	\$200 - \$35 each additional hour	
Dining Room	\$35	\$45
4 hr. Rental	\$100	\$110
8 hr. Rental	\$200	\$210
Each additional hour - \$35		
Full set-up/take down - \$75		
Gathering Area – Half day – 4 hrs.	\$500	\$510
Includes fireplace, furniture, healing garden, tables and chairs		
Healing Garden		
8 hr. Rental	\$250	\$260
Amphitheater		
Half Day Rental	\$300	\$310
Full Day Rental	\$500	\$510
(These items are only available for use at MPCC)		
Stage		
8x8 (2 pieces)	\$100 per day	\$110 per day
Skirt	\$25 per day	\$35 per day
8x16 (4 pieces)	\$175 per day	\$185 per day
Skirt	\$40 per day	\$50 per day
12x16 (6 pieces)	\$350 per day	\$360 per day
Skirt	\$50 per day	\$60 per day
Backdrop, curtains and rails	\$100 per day	\$110 per day
Sound System – Gym/Dining Area	\$75 per day	\$85 per day
Projector – Dining/Media/Activities Room	\$75 per day	\$85 per day
Projector Screen – Floor Mount	\$75 per day	\$80 per day

**Golf Course Rate – Pine Oaks**

	<b>Resident Rental Fee</b>	<b>Non-resident Rental Fee</b>
<b>Annual User Pass Rates</b>		
Individual Fee	\$ 900.00	\$ 925.00
Family of 2 Fee	\$1,700.00	\$1,750.00
Senior Fee (62 and older)	\$ 775.00	\$ 800.00
Senior Family of 2 Fee	\$1,450.00	\$1,500.00
Junior Fee (17 and under)	\$ 575.00	\$ 575.00
<b>Private Cart Rates</b>		
Private Cart Usage Fee	\$1,300.00	\$1,425.00
Private Cart Rider Fee	\$ 12.00	\$ 12.00
<b>Frequent User Pass Rates</b>		
Frequent User Pass Fee	\$ 300.00	\$ 325.00
Frequent User Pass Green Fee	\$ 8.00	\$ 8.00
<b>Walking Rates</b>		
Unlimited Walk – Monday thru Thursday	\$ 15.00	\$ 15.00
9 Holes – Friday thru Sunday & Holidays	\$ 15.00	\$ 15.00
18 Holes – Friday thru Sunday & Holidays	\$ 20.00	\$ 20.00
Frequent User Pass – Unlimited	\$ 8.00	\$ 8.00
Juniors – 15 and Under – Unlimited	\$ 7.00	\$ 7.00
<b>Riding Rates</b>		
9 Holes – Monday thru Thursday	\$ 20.00	\$ 20.00
18 Holes – Monday thru Thursday	\$ 30.00	\$ 30.00
9 Holes – Friday thru Sunday & Holidays	\$ 25.00	\$ 25.00
18 Holes – Friday thru Sunday & Holidays	\$ 35.00	\$ 35.00
<b>Cart Rate</b>		
Cart Fee – 9 Holes	\$ 8.00	\$ 8.00
Cart Fee – 18 Holes	\$ 16.00	\$ 16.00

## **PROVISIONAL SERVICES AGREEMENT POLICIES AND GUIDELINES**

The purpose of these policies and guidelines is to implement a transparent, fair, non-bias, and accountable system of approving independent instructors presented to Johnson City Parks and Recreation. All Johnson City Parks and Recreation staff will follow these policies and guidelines when approached with such requests.

### 1. Programming and Events

A. The Program Request Form must be completed and submitted to the Director of Parks and Recreation or his/her designee for approval prior to any hiring of instructors, marketing, or program implementation.

B. All classes, programs, and/or events that require an independent instructor must be advertised to the general public and open to an application process. Parks and Recreation will be responsible for the advertisement of all positions.

### 2. Independent Instructors

Even though identified as an independent contract with the City of Johnson City, one will be required to go through an application process. Steps include, but are not limited to: *Completion of Provision of Services Permit Form, Resume and Cover Letter, Compliance with TN State Background Check, Verification of any certification(s), Certificate of Liability Insurance will be required for high risk activities as determined by Director or his/her designee, CPR/First Aid Certification, and AED Located/Trained.*

### 3. Use of Internal Employees for Programming and Events

An existing Johnson City Parks and Recreation employee will be required to provide verification of any certification(s) and/or experience required for a specific program.

4. When the above items have been completed, a meeting will be scheduled between the applicant and the Director of Parks and Recreation or his/her designee. This pertains to external and internal applicants. During this meeting the applicant and parks and recreation staff can ask question pertaining to the program.

5. The Parks and Recreation staff will determine the hiring of the applicant.

### 6. Evaluation

The Program Coordinator will conduct an evaluation on each Instructor based on observation and participant feedback.

### 7. Fees and Instructor Payment

As an Independent Instructor you will receive a percentage of revenue and the department will retain a percentage as follows:

- a. 70% Instructor/30% City split
- b. All one-on-one programs (i.e. piano lessons) = 50% Instructor/50% City split
- c. On programs with a punch card option, the instructor will receive the 70% Instructor/30% City split

Johnson City Parks and Recreation is providing the instructor with the facility and classroom/space and incurring all the utility, custodial and registration staff, marketing, and custodial/maintenance costs involved in the program/event. Our staff uses a computer registration system that will allow us to maintain the facility booking for your class and to process registrations in an efficient manner.

All registration fees are collected and deposited by the department. Percentages are paid to instructors on a predetermined schedule. Requests for payments are accepted once every session or month. We will not pay out on participants who were not offered services or received a refund.

It is the City's policy to provide payment after receipt of services. Therefore, advance payments are not possible. Independent Instructors will receive payment within 30 days of the Parks and Recreation Department receiving class attendance sheet and all class evaluation forms. It is the instructor's responsibility to submit all required documents at the end of each class session to receive a timely payment. The City will not withhold money for tax purposes. It is the instructor's responsibility to satisfy and taxes due.

#### 8. Absences, Substitutes, Cancellations

If an instructor is ill or unable to meet with their class, the instructor must notify the facility where the course is scheduled as soon as possible but no later than one hour prior to the start of class. If notification is not made to Parks and Recreation, the instructor will be notified of a warning to their agreement. After two delinquent absences or cancellations, the instructor's agreement can be made void by the Director or his/her designee.

It is the instructor's responsibility to notify participants of a course cancellation of this nature. If requesting a substitute instructor, the department must be notified no later than one hour prior to the start of class and the substitute must have undergone the same application process as the instructor. The department reserves the right to make any changes to an existing program to ensure a quality experience for the participants. Classes without minimum enrollment will be cancelled or combined. If the activity or class is cancelled by the department, the department will issue a refund and inform the instructor and students of the cancellation.

#### 9. Facility Usage

All facilities have Parks and Recreation staff assigned to open and close the facility. If staff is not present to open or close, the instructor should contact the facility's supervisor. Instructors may not use any City owned property including copy machines, fax machines, computers, materials, and/or equipment without prior written approval of the Program Coordinator.

#### 10. Accident and Incident Reports

All accidents and incidents, no matter how minor they appear, should be reported. Notify a Parks and Recreation staff member on duty immediately.

**PROVISIONAL SERVICES AGREEMENT**

BETWEEN JOHNSON CITY PARKS AND RECREATION AND \_\_\_\_\_

Under this agreement, the contractual instructor/contractor is not identified as an agent, employee, or servant of the City of Johnson City. The parties agree that the instructor/contractor is not entitled to any benefits or right enjoyed by the employees of the City. For and in consideration of the mutual promises set below, the parties agree as follows: (please initial below)

\_\_\_\_ I understand I am an independent instructor of Johnson City Parks & Recreation and will conduct myself in a professional manner and agree to work with all departmental personnel in order to provide a quality program and successful experience for all.

\_\_\_\_ I have received and understand the fee and compensation schedule and agree to the terms.

\_\_\_\_ I have read and understand the absence and cancellation policy.

\_\_\_\_ I will not attempt to interpret departmental policies or procedures to the public or the program participants. I agree to forward any such requests to the Program Coordinator.

\_\_\_\_ I understand that I have a six-week agreement with JC Parks and Recreation. To continue the program(s), there must be a minimum of (5) five participants each session, or Parks & Recreation has the right to cancel or postpone the program due to insufficient registration, conflict with facility schedules or other miscellaneous conditions.

\_\_\_\_ It is the responsibility of the instructor to advertise and market the program to increase attendance, but must receive approval prior to distribution.

\_\_\_\_ I understand that it is my responsibility to make certain all participants have cleared the facility (if children are involved, I will remain until parents arrive).

\_\_\_\_ I understand that in case of any emergency, I am responsible for seeking emergency help and will notify a staff member immediately.

My signature below indicates that I have read, understand and agree to the provisions and guidelines of this contract. Any questions or clarifications should be directed to Program Supervisor.

**Department/Division:** \_\_\_\_\_

**Description of Type of Service (s):** \_\_\_\_\_

**Class, program or activity to begin on** \_\_\_\_\_ **and end on** \_\_\_\_\_ **and will meet each session for** \_\_\_\_\_ **hour(s).**

**Fee for Services:** \_\_\_\_\_ \$ \_\_\_\_\_ **Charge Code for Payment:** \_\_\_\_\_

**City of Johnson City**  
**By:** \_\_\_\_\_  
Parks & Recreation Signature Date

**“Independent Contractor”**  
**By:** \_\_\_\_\_  
Signature Date

**Print Name:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**SSN:** \_\_\_\_\_

\_\_\_\_\_ **Tax Identification Number:** \_\_\_\_\_

**Reviewed by Risk Management:** [ ] Approved [ ] Other

**CITY OF JOHNSON CITY  
ENTERTAINMENT PERMIT**

Department/Division: Parks & Recreation

Date: \_\_\_\_\_ City Contact Name: \_\_\_\_\_ Telephone \_\_\_\_\_ Cell \_\_\_\_\_

Agreement made this \_\_\_ day of \_\_\_\_\_, 2022 between the City of Johnson Parks and Recreation Department (hereinafter referred to as "City of Johnson City" and \_\_\_\_\_ (hereinafter referred to as "Band" (or Entertainment)). It is mutually agreed between the parties as follows:

1. Name and Place of Engagement: \_\_\_\_\_
2. Name of Band/Entertainment: \_\_\_\_\_
3. Date of Engagement: \_\_\_\_\_
4. Length of Performance: \_\_\_\_\_
5. Load in/Set up/Sound Checks must be completed by: \_\_\_\_\_
6. Fee For Services: \_\_\_\_\_ [ \$ \_\_\_\_\_ ]
7. The provider of the specified services herein shall provide an invoice to the City of Johnson City for the agreed upon "Fee for Services" the "Band" (or Entertainment). The provider will not receive payment from the City of Johnson City until the terms and conditions of this permit are fulfilled and the performance or activity is concluded.
8. City of Johnson City will make payment in the full amount at the completion of performance.
9. "Band" (or Entertainment) shall provide all sound equipment.
10. Should cancellation by the "Band" (or Entertainment) be necessary, the "Band" (or Entertainment) shall notify the City of Johnson City no less than ten (10) days in advance of the scheduled performance and shall not receive the agreed upon "Fee for Services" as set forth in Paragraph 6 of this Agreement. Should the "Band" (or Entertainment) complete the required sound check and be ready to perform at the scheduled time, the City of Johnson City shall pay the "Band" (or Entertainment) the agreed upon "Fee for Services" regardless of inclement weather or other causes thereafter beyond normal control as determined by the City of Johnson City through its Parks and Recreation Department.
11. All forms of broadcasting, telecasting, videotaping, recording, live streaming, and photographing is granted to the City of Johnson City and approved by the "Band" (or Entertainment).

I, the undersigned, acting on my own behalf as well as of my heirs and assigns, and also acting on behalf of the organization named herein, being fully authorized as an "independent contractor of services," hereby warrant that all copyrighted material to be performed has been duly licensed or authorized by the copyright owners or their representatives, and hereby waive and release any and all claims against the City of Johnson City, together with its various departments, employees, officers, elected officials, agents, or entities acting on its behalf, from any and all actions of any nature whatsoever asserting any injury, accident, harm, loss, damage, or cost arising in connection with the provision of the specific service stated in this permit, and further undertake to defend and indemnify all of the aforesaid parties against any and all such claims and forever hold them harmless for the same. The City will not be responsible for damage to personal property. I certify that I have read this form and that all information stated thereon, including any information on the services to be provided appended hereto, is true to the best of my knowledge, information and belief.

IN WITNESS WHEREOF: The parties have executed this instrument in duplicate on the day and first date written:

Authorized Party: \_\_\_\_\_  
Name of Provider [ ] Organization [ X ] Individual

Address: \_\_\_\_\_

Telephone: Day \_\_\_\_\_ Evening \_\_\_\_\_ Cellular \_\_\_\_\_

[ X ] Social Security Number Tax ID # \_\_\_\_\_

Charge Code for Payment \_\_\_\_\_

Division Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Department Director: \_\_\_\_\_ Date: \_\_\_\_\_

Entertainment Permit: June 8, 2022.

PROVISIONAL SERVICES AGREEMENT - SPORTS OFFICIAL  
POLICIES AND GUIDELINES

The purpose of these policies and guidelines is to implement a transparent, fair, non-bias, and accountable system of approving independent instructors presented to Johnson City Parks and Recreation. All Johnson City Parks and Recreation staff will follow these policies and guidelines when approached with such requests.

1. Programming and Events
  - A. The Program Request Form must be completed and submitted to the Director of Parks and Recreation or his/her designee for approval prior to any hiring of contractual sports official, marketing, or program implementation.
  - B. All programs, and/or events that require a contractual sports official must be advertised to the general public and open to an application process. Parks and Recreation will be responsible for the advertisement of all positions.
2. Independent contractors
  - A. Even though identified as an independent contract with the City of Johnson City, one will be required to go through an application process. Steps include, but are not limited to: *Completion of Provision of Services Permit Form, Resume and Cover Letter, Compliance with TN State Background Check, Verification of any certification(s), Certificate of Liability Insurance will be required for high risk activities as determined by Director or his/her designee, CPR/First Aid Certification, and AED Located/Trained.*
  - B. The City may reimburse for expenses incurred due to additional training specifically required by Johnson City Parks and Recreation. Reimbursements are determined by the Parks and Recreation Director or his/her designee.
  - C. When the above items have been completed, a meeting will be scheduled between the contractor and the Director of Parks and Recreation or his/her designee. During this meeting the applicant and parks and recreation staff can ask question pertaining to the program.
3. Fees and Payment
  - A. As a contractual sports official you will receive per game rate of pay.

i. Adult Softball	\$27 per game
ii. Youth Softball	\$23 per game
iii. Volleyball	\$23 per game
iv. Youth Football	\$55 per game
v. Soccer	\$23 per game
vi. Basketball	\$23 per game
vii. Adult Basketball	\$27 per game
  - B. It is the City's policy to provide payment on a bi-weekly basis. It is the contractual sports officials' responsibility to submit an invoice at the end of each bi-weekly period documenting the date, number of games, and type of games to receive a timely payment. A sample invoice is attached for use. The City will not withhold money for tax purposes. It is the instructor's responsibility to satisfy any taxes due.
4. Absences, Substitutes, Cancellations

If a contractual sports official is ill or unable to officiate, the contractual sports official must notify the program coordinator as soon as possible but no later than one hour prior to the start of the scheduled game. If notification is not made to Parks and Recreation, the contractual sports official will be notified of a warning to their agreement. After two delinquent absences or cancellations, the contractual sports official agreement can be made void by the Director or his/her designee.
5. Facility Usage

All facilities have Parks and Recreation staff assigned to open and close the facility. If staff is not present to open or close, the contractual sports official should contact the facility's supervisor. Contractual sports official may not use any City owned property including copy machines, fax machines, computers, materials, and/or equipment without prior written approval of the Program Coordinator.
6. Accident and Incident Reports

All accidents and incidents, no matter how minor they appear, should be reported. Notify a Parks and Recreation staff member on duty immediately.

PROVISIONAL SERVICES AGREEMENT-SPORTS OFFICIALS

BETWEEN JOHNSON CITY PARKS AND RECREATION AND \_\_\_\_\_  
Under this agreement, the contractual sports official is not identified as an agent, employee, or servant of the City of Johnson City. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by the employees of the City. For and in consideration of the mutual promises set below, the parties agree as follows: (please initial below)

\_\_\_\_ I understand I am an independent contractual sports official of Johnson City Parks & Recreation and will conduct myself in a professional manner and agree to work with all departmental personnel in order to provide a quality program and successful experience for all.

\_\_\_\_ I have received and understand the fee and compensation schedule and agree to the terms.

\_\_\_\_ I understand that that the City will not withhold money for tax purposes and it is my responsibility to satisfy any taxes due.

\_\_\_\_ I have read and understand the absence and cancellation policy.

\_\_\_\_ I will not attempt to interpret departmental policies or procedures to the public or the program participants. I agree to forward any such requests to the Program Coordinator.

\_\_\_\_ I understand that I have an annual agreement with JC Parks and Recreation.

\_\_\_\_ I understand that in case of any emergency, I am responsible for seeking emergency help and will notify a staff member \_\_\_\_\_ immediately.

\_\_\_\_ I understand that I cannot be a city or school employee and a contractual worker in the same time. I hereby waive and release any and all claims against the City of Johnson City, together with its various departments, employees, officers, elected officials, agents, or entities acting on its behalf, from any and all actions of any nature whatsoever asserting any injury, accident, harm, loss, damage, or cost arising in connection with the provision of the specific service stated in this agreement, and further undertake to defend and indemnify all of the aforesaid parties against any and all such claims and forever hold them harmless for the same. My signature below indicates that I have read, understand and agree to the provisions and guidelines of this contract. Any questions or clarifications should be directed to Program Supervisor.

Department/Division: \_\_\_\_\_

Description of Type of Service (s): \_\_\_\_\_

Fee for Services: \$ \_\_\_\_\_ per \_\_\_\_\_ Game Charge Code for Payment: \_\_\_\_\_

Fee for Services: \$ \_\_\_\_\_ per \_\_\_\_\_ Game Charge Code for Payment: \_\_\_\_\_

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Fee for Services: \$ \_\_\_\_\_ per \_\_\_\_\_ Game Charge Code for Payment: \_\_\_\_\_

City of Johnson City

“Independent Contractor”

By: \_\_\_\_\_  
Parks & Recreation Signature Date

By: \_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

SSN: \_\_\_\_\_

Tax Identification Number: \_\_\_\_\_

Reviewed by Risk Management: [ ] Approved [ ] Other