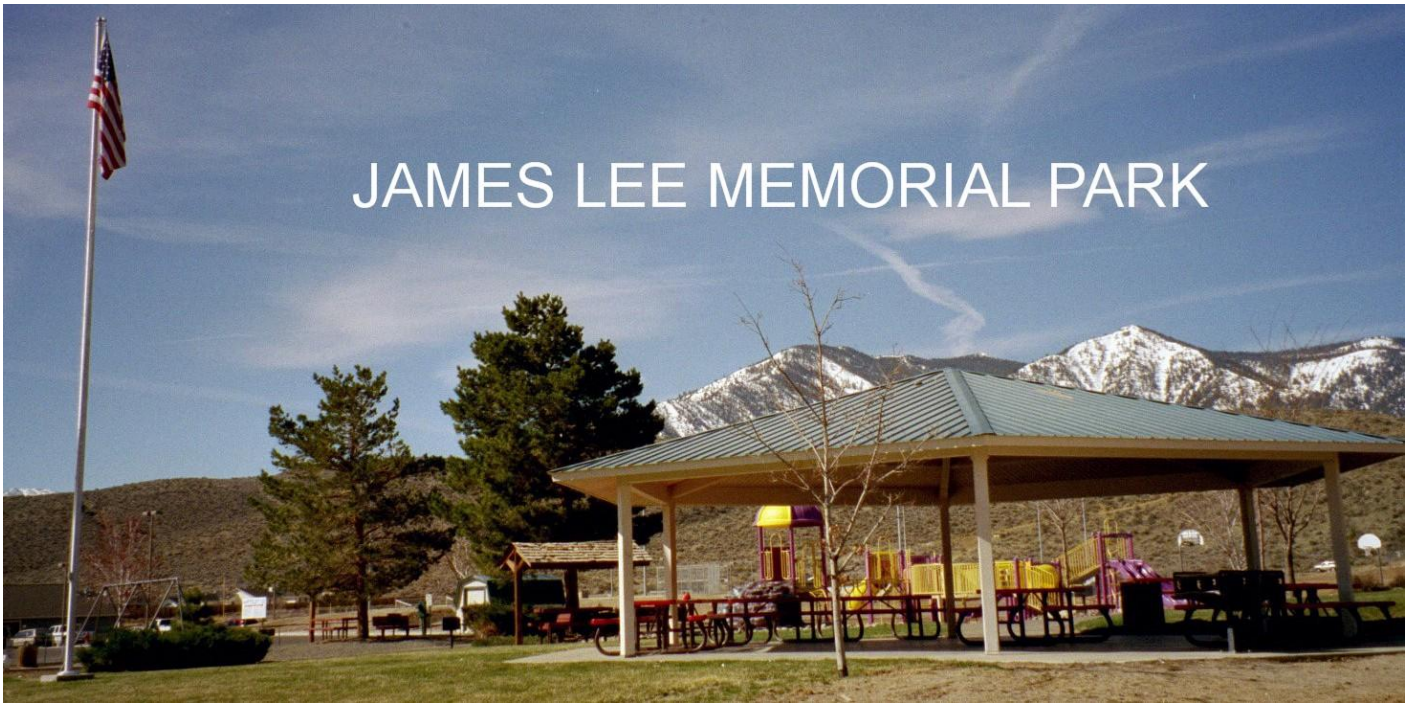


INDIAN HILLS GENERAL IMPROVEMENT DISTRICT

PARKS & RECREATION POLICY

Adopted October 14, 1998
Amended July 15, 2020

Indian Hills General Improvement District

SUMMARY

A RESOLUTION TO DEFINE PARKS AND RECREATION POLICIES AND TO CLARIFY VARIOUS VIOLATIONS.

TITLE

A RESOLUTION OF THE INDIAN HILLS G.I.D. CODE TO DEFINE PARKS AND RECREATION POLICIES AND TO CLARIFY VARIOUS VIOLATIONS AND PROVIDING FOR PROPERLY RELATED MATTERS.

THE BOARD OF TRUSTEES OF THE INDIAN HILLS GENERAL IMPROVEMENT DISTRICT, COUNTY OF DOUGLAS, STATE OF NEVADA, DOES ADOPT AS FOLLOWS:

PARKS AND RECREATION FACILITIES USE AND REGULATION POLICY

Sections:

1.04.010 Definitions
1.04.020 Purpose
1.04.030 Application
1.04.040 Compliance required
1.04.050 Exclusion of public
1.04.060 Limited use of parks
1.04.070 Park special use permit application
1.04.080 Contents of park special use permit application
1.04.090 District action on park special use permit application
1.04.100 Appeal of denial of park special use permit application
1.04.110 Fees and deposits
1.04.111 Classification of Facilities Uses, and Charges
1.04.112 Additional Charges over Basic Rate
1.04.120 Liability
1.04.125 Insurance
1.04.130 Admission Fee-Contributions
1.04.140 Violation of park special use permit
1.04.150 Amplified sound
1.04.160 Rules and regulations
1.04.170 Vehicles; due care
1.04.180 Cycling, skateboarding, and related activities
1.04.190 Animals
1.04.200 Litter
1.04.210 Flora and fauna
1.04.220 Removal of turf or soil
1.04.230 Marking, injuring, or disturbing any structure
1.04.240 Fires
1.04.250 Interference
1.04.260 Fireworks
1.04.270 Camping
1.04.280 Trespassing
1.04.290 Wastewater
1.04.300 Glass
1.04.310 Activities limited
1.04.320 Disturbances
1.04.330 Handbills
1.04.340 Children

1.04.010 Definitions.

Whenever used in this chapter:

A. "Amplified sound" means speech or music projected or transmitted by electronic equipment, including amplifiers, loudspeakers, microphones, bull horns or similar devices or combinations of devices, which is intended to increase the volume, range, distance or intensity of speech, music or other sound and are powered by any energy source.

B. "Park" includes all grounds, roadways, avenues, parks, buildings, and facilities, specifically designated, designed, and used primarily for recreation under the management, care, and control of the District.

C. "Open Space" includes largely undeveloped grounds under the management, care and control of the District not specifically designated as a "Park" and utilized primarily for aesthetics or access.

D. "Special Use Permit" means an approved application for use of any park, or portion of a park as provided for and defined in this chapter.

E. "Non-Park Facilities" includes all facilities under the management, care, or control of the District, which are not specifically designed or used primarily for recreation activity.

F. "District" is the Indian Hills General Improvement District.

1.04.020 Purpose.

The purpose of this Policy is to regulate the use of the parks, open space and non-park facilities of the District in order that all persons may enjoy and make use of the parks and non-park facilities and to protect the right of all of the residents and property owners to use the parks and non-park facilities.

1.04.030 Application.

A. The provisions of this Policy apply to all, parks, open space, and non-park facilities, as appropriate. These provisions govern the use of all parks. The observance of these provisions is a condition under which the public may use the parks and non-park facilities.

B. The provisions of this Policy do not apply to any public officer, District employee or peace officer acting within the course and scope of the public business or pursuant to lawful authority.

1.04.040 Compliance required.

A. No person shall enter, be or remain in any park, open space, or non-park facility of the District unless that person complies with this Policy.

B. District is authorized to eject and expel any person who violates any of the provisions of this Policy.

C. No person being ejected or expelled under the provisions of this Policy shall refuse to leave any park, open space or non-park facility as ordered nor shall the person return to the park, open space or non-park facility within twenty-four (24) hours of the ejection or expulsion without the permission of the District. Violation of this section will be considered a trespass.

1.04.050 Exclusion of public.

In the event of an emergency or the determination by the sheriff or the District that the public interest, health, welfare or safety requires that any park or non-park facility or any portion must be closed to the public, all persons may be excluded, and park usage rules or conditions of application may be modified, until the emergency, or the basis for the sheriff's, or the District's determination has ceased. Upon cessation, the park or non-park facility shall reopen.

1.04.060 Limited use of parks.

A. No person shall hold, conduct, participate in, attend or address any meeting, organized gathering or assemblage, group picnic, celebration, parade, organized sport league, service or exercise involving twenty-five (25) or more persons in any park without acquiring a special use permit from the District as provided in this Policy.
B. Park facilities are only to be used for the purpose for which they are intended. Parents or legal guardians of minors will be held liable for any damages incurred due to misuse or abuse.

1.04.070 Park special use permit application.

Any person applying for a park special use permit under this Policy shall file an application for the special use permit with the District at least (10) days in advance of a planned event.

1.04.080 Contents of park special use permit application.

The special use permit application shall contain:

A. The name of each applicant, the sponsoring organization and the person who is in charge of, or responsible for, the proposed activity;
B. The business and residence addresses and telephone numbers of each person and entity named in subsection A;
C. The park or portion being applied for;
D. The starting date and time of the proposed activity, including set up;
E. The finishing date and time of the proposed activity, including cleanup;
F. The number of persons expected;
G. Additional services requested including personnel, equipment, etc.;
H. The nature of the proposed activity or activities, including equipment and vehicles to be brought into the park, the nature and duration of the use of the equipment, and the nature and duration of any amplified sound;
I. Provision for security, if required;
J. Whether or not alcohol will be served or sold;
K. If required, provision of insurance verification naming the District as additionally insured, in an amount determined by the District for the proposed event.
L. Any other information reasonably requested by the District.

1.04.090 District action on park special use permit application.

A. The District shall respond to each complete application within ten (10) days after filing of the application.
B. The District shall grant the application when it complies with the conditions set forth by the District, including but not limited to the following:
    1. The requested activity is consistent and compatible with property and appropriate park uses at the location for which the application is made;
    2. The requested activity is reasonable and will not unreasonably interfere with other areas, or portions of the park not reserved in the application;
    3. The requested activity will comply with the provisions of this Policy and the provisions of any other applicable statute, law, rule, or regulation;
    4. The requested activity is not reasonably anticipated to incite riot, violence or criminal or disorderly conduct;
    5. The requested activity will not impose an unreasonable or burdensome expense to the District. Expenses incurred by the District in support of the proposed activity, such as overtime or other expenses, may be assessed in addition to the facility use fee;
    6. The applicant agrees to comply with any and all reasonable conditions and requirements concerning the use of the park or portion of the park as imposed by the District upon granting any park special use permit, including a cleanup deposit, provision of portable toilets, dumpsters, etc;
    7. The applicant agrees to inform all participants in the proposed activity of all conditions and requirements of use imposed by the District;
    8. The requested activity will be reviewed for health, welfare, and safety concerns which may result in denial of the park special use permit application;
    9. The District may deny any park special use permit application if any of the conditions, standards and guidelines set forth in this Policy, and District policies and procedures are not satisfied. Any denial must specify the grounds for the denial.

1.04.100 Appeal of denial of park special use permit application.

An applicant may appeal denial of application to the District's Board of Trustees. Within five (5) business days of the District's notification of the decision, the applicant must file a notice of appeal at the District Office stating the grounds for the appeal. The Board of Trustees shall hold a hearing at the next possible regularly scheduled meeting to consider the appeal. The applicant may present any and all evidence, testimony, and information relevant to the application. The Board of Trustees shall deny or affirm the application with or without conditions.

1.04.110 Fees and deposits.

Fees and deposits shall be as established by the Board of Trustees. All fees and deposits required for the use of District personnel, services, equipment and park areas contained in the special use permit shall be based upon an estimate, and must be paid by the applicant no later than ten (10) working days before the reserved date. If the fees are not paid when due, the park special use permit may be voided, and a cancellation fee assessed. Adjustments to the estimated additional fees paid in advance for any permitted activity will be billed or refunded after the activity when computation can be made.

Fees and deposits determined by the Board of Trustees as set forth in the Park Use Fee Schedule.

1.04.111 Classification of Facility Uses and Charges.

CLASS I: 0% of Basic Rate

a) Non-profit Youth groups when the activity is open to the public for activities and meetings for recreational purposes.

b) Non-recreation groups or community organization providing adult or youth recreation activities which are free and open to the public

c) All governmental meetings and fundraising activities sponsored by government agencies, where such a reciprocal agreement exists.

Interpretation: Includes all youth groups or agencies serving youth, who are non-profit, tax exempt or not-for-profit, and whose primary purpose is to provide recreation for youth. The majority of participants must be Douglas County residents. Any fees charged of a participant in the activity must be used entirely for the support of the activity. Also includes governmental meetings and fundraising activities related to their operations.

CLASS II: 50% of Basic Rate

a) Recreational fundraising activities for local, community youth-serving groups and non-recreational groups when all funds raised support recreation/community activities.

Interpretation: Pertains primarily to fundraising activities by community organizations and youth serving agencies in support of recreation/community activities normally associated with fundraising activities whose purpose is to generate funds to support youth or community activities.

CLASS III: 100% of Basic Rate

a) Groups (i.e., religious, political, or union) conducting meetings.

b) Private parties, individual use, family use, not open to the general public.

c) Open and closed dances and fundraising events when the funds raised are not used to support a community or local recreation activity.

Interpretation: Usually associated with private functions not open to the public, including private parties, individual use, and family use. Includes community organizations where the event will not generate funds for the organization or will not be open to the public.

CLASS IV: Full Basic Rate plus a negotiated percentage of gross receipts, or flat rate based on a negotiated fee.

a) Commercial or personal use for financial gain.

Interpretation: Any new activity whose purpose is commercial use and/or is a major impact to a facility. Requests may need to go before the Board of Trustees for final approval. Associated primarily with profit making organizations, companies, and enterprises.

1.04.112 Additional Charges over Basic Rate.

Additional charges will be levied over basic rate under the following conditions:

a) When a facility is not normally open, and staff are required to be on duty or to perform a service.

b) When staff is needed for setup, breakdown, cleanup, field preparation or other maintenance duties when required during other than normal operating hours.

c) When staff are required for facility control, including but not limited to security, operation of lights, traffic control, etc.

d) When extraordinary use requires field renovation or facility repair as a result of the activity.

e) When facility damage is incurred, including all material costs, supplies and labor.

The determination of requirements for additional personnel and associated charges shall be made by the General Manager.

1.04.120 Liability.

Any applicant to whom special use permit has been granted must agree in writing to hold the District harmless and indemnify and defend the District from and against any and all liability for injury to persons or property occurring as a result of the activity sponsored by the applicant. That person shall be liable to the District for any and all damage to parks and non-park facilities suffered as a result of the applicant's use.

1.04.125 Insurance.

Insurance is required to assure reasonable coverage of liabilities that may result from the permittee activities. District requires a minimum coverage of ONE MILLION dollars ($1,000,000.00) for permittee's routine activities, which have no extraordinary inherent risks. Situations involving higher risk such as high-speed activities or serving of alcoholic beverages, etc., may require increase at the discretion of the District. Contact the District directly for advice on the amount. The indemnification clause requires the permittee to endorse their policy with the name of the District. The covered amount will be entered on the form.

A. Required Language - Said policy shall contain the following language: "The Indian Hills General Improvement District, its officers, employees and agents is named via endorsement as an additional insured under the terms of this policy."
B. Certificate of Insurance - A signed complete Certificate of Insurance, with all the endorsements required herein, shall be filed with the District, at its specified address at least seven (7) days before initial day of activity or event.
C. Workman's Compensation Insurance - All employees, including volunteers, of the permittee's organization with the exception of volunteer groups (e.g. civic clubs) and individuals and partners without paid employees must be covered by workman's compensation. The permittee shall verify coverage with a certificate. NRS 616.280 requires persons contracting within the State of Nevada to purchase industrial insurance before they can begin work under contract with the State.

1.04.130 Admission Fee-Contributions.

If an admission fee is charged for attendance at the requested activity, or contributions will be solicited, or a collection taken up at the requested activity, the application for a special use permit shall expressly state the proposal. No person shall charge any admission fee or solicit contributions or take up any collection at or for any activity unless a provision allowing it is included in a special use permit issued under this Policy.

1.04.140 Violation of park special use permit.

Violation of any of the terms and conditions of the special use permit, or facility rules, by the applicant, may constitute loss of deposit, additional fees, or revocation of the permit.

1.04.150 Amplified sound.

Amplified sound is prohibited unless authorized under the permit.

1.04.160 Rules and regulations.

A. The District may establish rules and regulations governing the use and enjoyment of any park or non-park facility. Any rules or regulations must be approved by the Board of Trustees and must be posted in some conspicuous place at or near the premises where the rules and regulations are to be effective; signs or notices may be posted at or near the premises, and be on file in the District's Office.
B. No person shall disobey, violate, or fail to comply with any rule or regulation or fail to comply with any verbal instruction from a duly authorized District representative with respect to any rule or regulation.

1.04.170 Vehicles, due care.

A. No person shall operate or park any motor vehicle as defined in the Nevada Revised Statutes, within a park, open space, or non-park facility, except in areas designated specifically for that use.
B. The District may post reduced speed zones of 10 mph on all paved roads and 5 mph on all unpaved dirt roads within the boundaries of the District parks and open spaces to assure the safety of children, pets, pedestrians, or other traffic. All drivers shall use due care while driving within the boundaries of the District.
C. The District has provided paved and lined parking spaces for vehicles; all vehicles are required to park properly in those designated spaces during periods when the park(s) are open. Vehicles parked in undesignated places or afterhours are subject to citation and/or being towed at the owner's expense.

1.04.180 Cycling, skateboarding, and related activities.

No person shall operate, drive, or ride upon any bicycle, cycle, skate board, in-line skates, horse or any other animal in any park area where such uses or activities are expressly prohibited except when participating in a sponsored program operated under an issued special use permit.

1.04.190 Animals.

Persons shall not lead, drive, or let loose any animal or fowl of any kind in any restricted area in any park or non-park facility. Furthermore, said persons shall be responsible for cleanup of animal waste in any developed park area and on trails.

1.04.200 Litter.

No person within any park or non-park facility shall deposit or leave any garbage, trash, cans, bottles, papers or refuse of any nature except in the receptacles provided for that purpose. Trash receptacles are designated for trash generated as a result of park use. All other use, such as commercial or residential trash, is prohibited and shall be treated as unlawful dumping.

1.04.210 Flora & fauna.

A. No person shall dig, remove, destroy, injure, mutilate, or cut any tree, plant, shrub, bloom or flower, or any portion thereof, growing in any park or non-park facility.
B. No person shall take, seize, molest, injure, catch, or hunt any bird, reptile, or animal in any park.
C. Persons who cause damage in violation of this section are responsible for any damages suffered by the District.

1.04.220 Removal of turf or soil.

No person shall remove any wood, turf, grass, soil, rock, sand or gravel from any park or non-park facility, except in designated areas. Such removal shall result in the District notifying the Douglas County Sheriff's Office.

1.04.230 Marking, injuring, or disturbing any structure.

No person shall:

A. Cut, break, injure, deface, or disturb any rock, building, cage, pen, monument, sign, fence, bench, structure, apparatus, equipment or property in a park or non-park facility.
B. Mark or place in any park, or non-park facility, writing, printing, or painting;
C. Attach any sign, card, display, or other similar device, except as authorized by the District.
D. Guilty parties will reimburse District for any damages or repair costs incurred by the district.

1.04.240 Fires.

No person shall light or maintain any fire in any park or non-park facility unless the fire is maintained in a grill or fire circle provided for that purpose. The charcoal or wood remains must be thoroughly doused until cool to the touch, leaving no embers.

1.04.250 Interference.

No person within any park or non-park facility shall use or attempt to interfere with the use of any table, space or facility within the park or non-park facility which at the time is scheduled or reserved for any other person which has received a special use permit from the District. Unless the actual use of the table, space, area, building or facility referred to in any special use permit is commenced within one hour after the period covered by the special use permit begins, the special use permit shall be void and all rights under the special use permit may be canceled by the District. Persons wishing to use park or non-park facilities without an exclusive special use permit, excluding indoor or gated facilities, may do so on a first come, first serve basis.

1.04.260 Fireworks.

No person within any park or non-park facility shall carry or discharge any fireworks including but not limited to firecrackers, rockets, roman candles, or sparklers.

1.04.270 Camping.

No person shall camp, lodge, or otherwise remain overnight in any park or non-park facility.

1.04.280 Trespassing.

No person may enter or operate a vehicle in a park, open space, or non-park facility unless in compliance with the provisions of this Policy, and specific facility rules, if any. James Lee Regional Park and adjacent open spaces are closed from sunset to sunrise.

1.04.290 Wastewater.

No person shall wash any article or dispose of any wastewater or other waste liquid in any park or non-park facility other than in facilities provided for that purpose.

1.04.300 Glass.

No person shall possess any glass container in any area of a park or non-park facility, except those containers holding foodstuffs or substances used in the preparation of the meal to be consumed on the park site.

1.04.310 Activities limited.

No person within any park or non-park facility shall engage in model airplane flying (including but not limited to unmanned aerial system), golfing, archery, shooting or target practice, baseball, softball, football, soccer, volleyball, or any similar games or activities of a possibly hazardous nature except at places designated for those purposes.

1.04.320 Disturbances.

No person shall disturb any authorized picnic, meeting, service, concert, exercise, or exhibition, or interfere with a duly authorized District employee in the performance of their duty, in any park or non-park facility.

1.04.330 Handbills.

No person within any park or non-park facility shall distribute any handbill, flyer, paper, or advertising device without prior approval from the District.

1.04.340 Children.

No parent, guardian, or other person having the care, custody or control of any child under the age of eight years shall cause, permit or allow the child to be in any park or non-park facility area unless the child is accompanied, within 100 feet, by a person of not less than sixteen years of age, maintaining constant visual contact.

INDIAN HILLS GENERAL IMPROVEMENT DISTRICT APPLICATION FOR SPECIAL USE PERMIT

Name of Group/Organization_____

Work Phone_____ Email:_____

Address_____City_____State_____Zip_____

Person Submitting Application _____

Home Address_____City_____State_____Zip_____

Home Phone_____Work Phone_____

Facility Requested_____
(Name of area to be used, include field lights if applicable.)

Requested Dates_____

Requested Times_____ # of hours _____

Type/Name of Activity to be Conducted_____

Anticipated Number of Participants_____

Describe Vehicles or Equipment to be Brought into the Facility_____

Nature and Duration of any Amplified Sound_____

Do You Request the Privilege for Alcohol Sales? _____

If Alcohol is to be Sold, Valid Liquor License number and date of issuance _____

District Services that will be required_____

Applicant certifies that he/she has been informed of the rules and regulations governing the use of Indian Hills General Improvement District Parks Facilities.

_____/_____ Approval by:_____/_____
Signature of Applicant Date District Representative Date

IMPORTANT FACILITY INFORMATION

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. ALL GROUPS WILL BE EXPECTED TO COMPLY WITH ALL INDIAN HILLS GID RULES WHEN USING DISTRICT FACILITIES. A COPY OF THE RULES IS AVAILABLE AT THE DISTRICT OFFICE.

1. Fees, deposits, and conditions of the application to reserve any district facility must be submitted at least ten days prior to the requested day of use. All applications are reviewed and subject to approval by the district. Fees and deposit must be paid in full at the time of the application submittal.

2. As noted in the Special use permit terms and conditions under paragraph D Insurance "a certificate of insurance naming the District as an additional insured in the amount of $1,000,000 must be submitted ten days prior to the date of reservation, when required".

3. Rules prohibiting the presence of dogs or animals and use of any glass beverage containers will be strictly observed and enforced. Exceptions to this include Seeing Eye dogs with masters and any special activity previously authorized by the district.

4. Violation of any established rules regarding facility usage are contract violations and are subject to immediate termination of facility use.

5. IHGID, its employees and representatives, shall be held harmless for damage or loss of applicant's or group's property and equipment and for any personal injury or loss incurred by the applicant or by the group's personnel, employees or participants. Applicant or groups shall be obligated to reimburse Indian Hills GID for all expenses incurred by the district in the event of legal action taken against your organization or group.

6. The user of the facility covered by this permit MUST have the approved application in possession at the time of use.

AGREEMENT

I, _____ of the _____
Name of Individual Name of Organization

am familiar with the rules regarding use by the public of parks and other recreation areas and agree on behalf of the organization to abide by all provisions thereof. Furthermore, agree to be responsible and liable on behalf of the organization, for any damages occurring to District property as a result of our use.

Signature _____ Date_____

THIS APPLICATION GRANTS NO PRIVILEGES UNTIL VALIDATED AND RETURNED TO YOU. NOTE: THIS SCHEDULE, IF APPROVED IS FIRM AND CANNOT BE CHANGED WITHOUT DEPARTMENT APPROVAL IN ADVANCE.

Date received: _____ Remarks: _____

Approved: _____ _____

Disapproved: _____ _____

Fees: _____ _____

Deposit: _____ Refund Date: _____

A. TERMS OF PERMIT

THIS PERMIT SHALL BE IN EFFECT FOR THE PERIOD SHOWN ON THE PERMIT

B. INFRINGEMENT OF RIGHTS OF OTHERS

It is the understanding of the parties hereto that the PERMITTEE SHALL NOT INTERFERE with the normal use or enjoyment of the park, outside the area designated for use by PERMITTEE**.**

C. OBLIGATIONS AND RESPONSIBILITIES OF PERMITTEE

Permit Fees

Fees, deposits, and conditions of the application to reserve any District facility must be submitted at least ten days prior to the requested day of use. All applications are reviewed and subject to approval by the District. Fees and deposits must be paid in full at the time of the application submittal.

District Personnel Fees

Any DISTRICT personnel time and benefits either requested by the PERMITTEE or deemed necessary by DISTRICT to administer, coordinate, or control activities associated with the programs will be paid directly by the PERMITTEE. Payment for such time shall be made to District at the rate established by the District. PERMITTEE will be billed for the time and benefits costs attributed thereto.

Damages

The PERMITTEE will be directly responsible for damages to DISTRICT property, facilities or equipment attributed to the PERMITTEE'S personnel or equipment or activities. PERMITTEE agrees to pay for such damages upon demand by the DISTRICT.

D. INSURANCE

1. A certificate of insurance naming the District as an additional insured in the amount of $1,000,000 must be submitted ten days prior to the date of reservation, when required.
2. A "Certificate of Insurance" consists of comprehensive Accident and Liability Coverage, written by a company authorized to underwrite risk management insurance in the State of Nevada.
3. The intent of the insurance coverage is to provide liability protection for spectators and participants in the specified event contained within the application for reservation use.
4. Insurance coverage must be provided for all anticipated park users, including ballfield tournaments where teams separate from the sponsoring event organizer will be attending.
5. Indian Hills may elect to accept insurance coverage from national sports organizations, such as Little League and the American Softball Association.

Certificate of Insurance

A signed complete Certificate of Insurance, and a copy of the endorsed policy with all the endorsements required herein, shall be presented to the DISTRICT on or before the Permit beginning date. Said insurance policy will not be canceled or materially altered without prior written notice to DISTRICT. Signing of this Permit acknowledges that the Certificate has been presented.

Workman's Compensation Insurance

The PERMITTEE shall purchase and maintain worker's compensation for any paid and volunteer employees as required. Signing of this permit acknowledges that PERMITTEE has met all requirements of NRS Chapters 616 and 617.

Waiver of Claims

PERMITTEE, by signing the Permit, waives all claims and recourse against DISTRICT, its officers, agents, and employees from and against any *and all* claims, losses, suits, or actions of whatever nature resulting from or arising out of the activities of the PERMITTEE, its subcontractors, agents, or employees under this agreement and to pay all claims, damages, judgments, legal costs, or any other expense or liability related thereto.

E. INDEMNIFICATION

The PERMITTEE agrees to defend, protect, indemnify and hold harmless the DISTRICT, its officers, agents, and employees from and against any and all claims, losses, suits, or actions of whatever nature resulting from or arising out of the activities of the PERMITTEE, its subcontractors, agents, or employees under this agreement and to pay all claims, damages, judgments, legal costs, or any other expense or liability related thereto.

F. PERMITTEE'S USE OF PREMISES

1.) Required Operations Plan – PERMITTEE will provide an operation plan for any program(s) sponsored by PERMITTEE for approval by DISTRICT General Manager. Said plan will include a complete plan of operation, including but not limited to, promotional activities, staffing, staff accommodations and provisions, security and emergencies provisions, concessions, ticket distribution, sales of alcoholic beverages, and money collections, as are applicable. The plan will be submitted to DISTRICT as an application for a Special Use Permit, at least TWO (2) WEEKS prior to the proposed use of a facility.
2.) Compliance with State Laws and Regulations – PERMITTEE, his employees and his contract personnel shall at all times comply with all state laws and regulations, and District Policy, including the applicable PARKS and Recreation Policy, its rules, and regulations.
3.) Sanitation – PERMITTEE will maintain and operate the premises in a clean, safe, wholesome, and sanitary condition, free of trash, garbage, or obstructions and shall collect and deposit all garbage or debris at locations designated by DISTRICT.

G. PROMOTIONAL MATERIALS

The PERMITTEE shall provide the DISTRICT copies of all proposed publicity items or press releases for the DISTRICT'S prior approval. No signs, memorandums, placards, or advertising material shall be inscribed, placed, or erected upon said premises without express prior consent from DISTRICT.

H. COMPLAINTS

The PERMITTEE will respond to all written and verbal complaints regarding PERMITTEE activities unless the DISTRICT expressly agrees to respond. Any complaints regarding park operations will be directed to the DISTRICT.

I. LOST AND FOUND

The PERMITTEE shall turn all lost and found items over to DISTRICT at the end of each program. These items will be logged and secured by DISTRICT.

J. OTHER REQUIREMENTS OF PERMITTEE: _____

_____

_____/_____

(District Initials) (Permittee Initials)

K. SECURITY PROVIDED BY DISTRICT

The DISTRICT has the authority for enforcement of all District rules and regulations.

L. DISTRICT'S RIGHT OF INGRESS AND EGRESS

DISTRICT reserves the right of ingress and egress to inspect, investigate and survey said premises as deemed necessary by the DISTRICT, and the right to do any or all work of any nature necessary for preservation, maintenance, and operation of entire DISTRICT operated facility.

M. REPRESENTATIVES OF RESPECTIVE PARTIES

1.) PERMITTEE Representatives

PERMITTEE shall have a person designated as the on-site representative for each program or activity until the use area has been cleaned each night DISTRICT reserves the right to approve such representative.

2.) DISTRICT Representative

For the purpose of this Permit, the DISTRICT representative is the General Manager or his/her designee. He/she is charged with the day-to-day administration of this Permit and is the PERMITTEE'S contact with DISTRICT regarding this Permit.

N. ASSIGNMENTS

No transfer or assignment of any rights of PERMITTEE under this Permit may be made without the express written approval of DISTRICT.

O. CHOICE OF LAW

Any and all disputes arising under this Permit shall be resolved in accordance with the provisions of Nevada Law.

P. MODIFICATIONS OF PERMIT

The parties may hereto, by mutual written agreement, modify or amend this agreement.

Q. PERMIT UNDERSTANDING

This signed written permit embodies the entire understanding and agreement among the parties.

R. REQUIRED SIGNATURES

This agreement shall not be considered binding until all approving signatures have been obtained.

INDIAN HILLS GENERAL IMPROVEMENT DISTRICT
PARK USE FEE SCHEDULE

The fee schedule below applies to uses or activities which require the approval of a Special Use Permit. Activities not requiring a Special Use Permit are not subject to fees.

		FEES	DEPOSIT
Two hours minimum on all facility rentals.			
Park Reservation Fees			
James Lee Park Gazebo *	(1-50 people)	$25/Hour	$100
	(51-100 people)	$35/Hour	$100
North Sunridge Park	(1-25 people)	$25/Hour	$100
	(26-50 people)	$35/Hour	$100
South Sunridge Park	(1-25 people)	$25/Hour	$100
	(26-50 people)	$35/Hour	$100
Tournament Fees/ Ball Field Use			
	(1-6 Hours)	$30/Field	$100
	(All Day)	$60/Field	$200
(2 days or more)		$300	$300
Field Use Fees			
Individual Use ~ Field		$3/Hour	
Individual Use ~ Lights		$20/Hour	
Concession Stand			
James Lee Park Concession Stand		1-4 Hrs $25/Hr 5+ Hrs $125/day	$200
Alcohol Sales Fee		$50/Event (Non-Refundable)	
Court Reservations			
Tennis Court Individual Use **		$2.50/Hour	
Tournaments		$30/Court/Day	$100
Skateboard Park (Event Use)		$25/Hour	$100

*For IHGID residents Gazebo hourly fees will not exceed $100.00 for (1-50 people) or $140.00 for (51-100 people). A refundable deposit is required for all reservations. The deposit is in addition to the hourly fees.

**Only one reservation at a time is permitted. Once that reservation has been used, rescheduled, or passed then you may make another reservation.

District staff time required for set-up, attendance, and/or clean-up will be billed to the Special Use Permit holder.

Adopted October 21, 2003
Amended November 19, 2025

INDIAN HILLS GENERAL IMPROVEMENT DISTRICT

3394 James Lee Park Rd. #A
Carson City, NV 89705

MEETING ROOM RENTAL AGREEMENT
(TO ACCOMPANY SPECIAL USE PERMIT AND MEETING ROOM POLICY)

Request to rent the meeting room is as follows:

DATE(s)_____, from (Start Time) _____ to (End Time) _____

Name and phone number of the contact person:

Name _____ Phone #: (___) _____

Fax #: (___) _____

Office/Company _____

Address _____

MEETING ROOM CHARGES

ROOM CAPACITY WITH TABLES & CHAIRS	APPROXIMATELY – 90 persons
WITHOUT TABLES	APPROXIMATELY – 100 persons

Hourly Rates:

General Public: **$25 per hour**

IHGID residents/businesses **$25.00 per hour**, not to exceed $50.00 for up to 4 hours. After 4 hours, the general hourly rates apply.

A refundable deposit is required for all reservations. The deposit is in addition to the hourly fees. Cleaning/Damage Deposit is $200, refundable, whole, or in part.

CANCELLATIONS MUST BE CALLED IN 3 DAYS IN ADVANCE TO AVOID A $75.00 CANCELLATION CHARGE EXCEPT IN EXTENUATING CIRCUMSTANCES, I.E. WEATHER.

PLEASE SIGN AND RETURN A COPY OF THE AGREEMENT/CHARGE FORM, SPECIAL USE PERMIT AND MEETING ROOM POLICY FORM.
A CHECK MUST BE RECEIVED NO LATER THAN TEN (10) WORKING DAYS BEFORE THE RESERVED DATE AND MADE PAYABLE TO INDIAN HILLS GENERAL IMPROVEMENT DISTRICT.

I AGREE TO THE CHARGES,

_____
Signature

_____
Print Name

MEETING ROOM POLICY

1. The renter is responsible for cleaning the meeting room immediately following the event. It is essential that the renter leave the meeting room in the same condition as it was received. Chairs, tables, cleaning supplies and paper products are located in the utility room. Cleaning includes, but is not limited to the following items:

   Setting up and tearing down of tables and chairs is the responsibility of the renter. The renter may change the room arrangement; (excluding the 18ft. Board table) however, at the end of the event chairs and tables must be put back into their original configuration.

   All floors are to be clean. This includes mopping up any major spills.
   Wiping down the tables, chairs, and countertops (if used).
   Ensuring that all trash is packaged in plastic waste sacks and in the proper receptacles.
   Making sure that the restrooms are clean.

2. If the meeting room is left in poor condition, the cleaning/damage deposit will be forfeited in whole or in part and the renter will be responsible for any additional costs incurred by Indian Hills G.I.D. for cleaning and repairs. A refund of the cleaning/damages deposit shall be returned within five (5) working days, if the meeting room is clean with no damages.

3. It is the responsibility of the renter to provide his or her own “set up” and supplies specific to their event.

4. The meeting room is available for meetings and trainings ONLY with the exception of Indian Hills GID sponsored events.

5. The meeting room is not available Wednesday evenings after 4:00 P.M. reserving this time for any Board of Trustees or Indian Hills G.I.D. Committee meetings.

6. No athletic/physical exercise activities or classes involving “crafts” with the potential for permanent stains are allowed.

7. Income-producing (commercial) or routine uses of the facility are not allowed.

8. Smoking and alcohol are prohibited in the meeting room at any time.

9. The renter is responsible for supervision of children at all times.

10. No animals will be allowed in the meeting room, except for approved guide dogs.

11. During business hours, parking spaces on the east side of the building are to remain clear of cars.

We appreciate your compliance with the above policy. It is our intention to utilize the facility as to service our community. In order to make this possible, we need your co-operation in maintaining the quality of the meeting room and avoiding an unnecessary work on the part of the I.H.G.I.D staff.

If you have any problems or questions, please contact the District office at (775) 267-2805.

I have read and accept the above policy. _____

Signature of event organizer & Date