



City of Clayton Affiliated User Guidelines

With due consideration of the needs of the residents of the City of Clayton and the Department of Parks and Recreation (the Department), the overriding goal of the Department is to provide cost effective and efficient rental of available space consistent with the mission of the Department. In an ongoing effort to enhance the quality of life for our residents and provide comprehensive recreational, sports, and wellness programs, it has been determined that entering into affiliation with private organizations is a positive way to enhance the mission of the Department. While it is important to ensure the financial viability of the Department, it is equally important to provide access to those who expand the offerings of the Department. The procedures outlined in this document provide a forum for access through levels of affiliation with the City of Clayton.

I. Affiliated User Group

Users who, as an organization, enhance the overall mission of the Department of Parks and Recreation by providing recreational, sports, and/or wellness programs that expand the options for the community while not directly competing with current offerings within the department may apply for and be granted “affiliated” status, and thereafter be considered an Affiliated User Group.

II. Affiliated User Review

The Director of Parks and Recreation and his or her designees shall review affiliated user applications and make a decision to grant both affiliated status and level of affiliation.

III. Procedures for Rental of Facilities for Affiliated User Groups

The following guidelines shall serve to define the procedures for use of facilities and other resources by affiliated users:

A. Application Procedures:

1. Any organization wishing to be granted affiliated user status shall complete an Affiliated User Group Application.
2. Affiliated User Group applications shall be renewable annually.
3. Only persons who are over 21 years of age may apply for use of the City of Clayton facilities.
4. Departmental staff shall review all applications and make initial recommendations to the Director of Parks and Recreation. Consideration shall be based on many evaluation factors, including current departmental offerings and availability of facility requested.

5. Affiliated User Group applications will be reviewed by staff as they receive them. Staff shall review the application and make their recommendation to the Director of Parks and Recreation of both affiliation status and level of affiliation based on established criteria included in the application worksheet within two weeks of receiving the application.
6. Applicants shall be informed of the Committee's decision within two weeks of the Director of Parks and Recreation's review.
7. Renewal applications shall be processed according to the following timeline:

May 1	Renewal application materials sent to affiliated user groups
July 1	Affiliated User Group applications due to department
September 1	Notification of status and level sent to applicants
8. Applicants shall have the right to appeal the decision of the Director of Parks and Recreation to the Parks and Recreation Commission.
9. The Parks and Recreation Commission shall have final approval of all applications.

B. Criteria for Application:

Upon initial consideration for affiliated user status, the review committee shall complete the criteria worksheet to determine affiliated user status classification. The following is a list of items that shall be considered to determine both affiliation and level of support:

1. Degree to which the organization enhances the mission of Clayton Parks and Recreation Department.
2. Historical Relationship of Group.
3. Participation by Clayton residents in organizations, as described in number and as percentage of total organization membership. Clayton residents are defined as those families who live and/or work in the City of Clayton.
4. Discount offered to City of Clayton residents.
5. Ongoing facility usage by the organization over the course of the season for the facility at which they have requested.
6. Number of volunteer hours provided for City of Clayton sponsored events.
7. Flexibility of time requested for usage by organization.
8. Additional benefits provided to the community, including but not limited to:
 - a. Participation in demonstrations and special events for the City.
 - b. Sale of memberships at the facility.
 - c. Positive representation of City at outside competitions.
 - d. Revenue to the City through sponsorships of competitions.
 - e. Access to professionals to assist in running departmental programs.
 - f. Provision of additional facility enhancements or services.
 - g. Additional items identified by either the Affiliated User Group or the Department.

- C. Benefits available to Affiliated User Group from the City of Clayton:
Once granted affiliated user status, organizations shall be eligible for those benefits outlined below:
1. Discounted Fees: Affiliated Users shall be eligible for discounted fees based upon the level to which they meet the criteria for application. The Affiliated User Criteria Worksheet shall be completed by staff to establish the organization's status.
 - a. Gold Status: Matrix score of 81 and above. This level is eligible for a 50% discount off all published usage fees for city-owned facilities.
 - b. Silver Status: Matrix score in the range of 66-80. This level will be eligible for a 35% discount off all published usage fees for city-owned facilities.
 - c. Bronze Status: Matrix score in the range of 51-65. This level will be eligible for a 20% discount off all published usage fees for city-owned facilities.
 - d. Non-affiliated User Status: Matrix score of 50 or below.
 2. Priority scheduling, with requests for usage taken prior to other outside groups. Historical usage times shall be honored whenever possible.
 3. Marketing of programs through inclusion of contact information in brochure and permission to post approved marketing materials at city-owned venues.
 4. Resident rates for memberships and daily admission fees at City-owned facilities for affiliated user group participants and their family. The Department defines family as up to 2 adults who live in the same household and their dependents who are 25 and under and who also reside in that same household.
 5. Limited assistance with set-up and tear-down for competitions and special events. In those cases where labor is excessive charges shall be levied based upon established hourly rates.
 6. Use of City-owned equipment whenever possible and within City regulations.
 7. Ability to generate revenue for organization from use of City facilities in accordance with laws of the City and State.
 9. Exclusive use of City facilities for competitions based on historical usage and current demand.
- D. Facility Booking Procedures:
1. Affiliated User Groups shall complete a Request for Usage form prior to the start of their season.
 2. The appropriate Supervisor shall contact the affiliated user to notify them of the availability of the facility space requested within two weeks of request.
 3. Schedule for each requested usage date will be mutually agreed upon a minimum of 90 days in advance of each season based on availability of the facility.

IV. General Rental Guidelines for Affiliated Users

To provide the Affiliated User with a quality rental experience, the following Rental Guidelines shall be followed:

- A. Each Affiliated User shall be assigned a full-time Recreation Supervisor as a contact person.
- B. The Contact shall be the main contact person for usage and shall directly oversee the user's needs.

- C. The Affiliated User applicant shall assume responsibility for facility property and for conforming to the regulations established by the City of Clayton.
- D. Affiliated Users shall not directly compete with offerings of the Parks and Recreation Department.
- E. Affiliated Users who wish to charge admission in advance and/or at the door and whose purpose is compatible with the mission of the City of Clayton must obtain prior approval from the Supervisor of the area. The Affiliated User shall be responsible for collection of fees.
- F. Rentals shall not violate the canons of good morals, manners or taste, or be injurious to the buildings, grounds, or equipment.
- G. Alcoholic beverages are not permitted unless rental is utilizing the services of a preferred caterer.
- H. Tobacco products and pets are not permitted during usage.

V. Facility Reservations and Bookings

All user activities shall be booked in advance, subject to availability and the departmental use schedule for each area of the facility.

- A. Reservation Requirements:
 - 1. Facility may be booked up to one year in advance.
 - 2. Reservations for activities that take place during hours of operation shall be made a minimum of two weeks in advance.
 - 3. Reservations for activities that take place outside of normal hours of operation or start or end outside of normal hours of operation shall be made a minimum of four weeks in advance.
- B. All rental rates are subject to change with reasonable notification.
- C. In order for a reservation to be considered valid (“booked”) all terms of the agreement must be completed.
 - 1. Reservations shall be considered valid once a signed contract is in place and monies due are received.
 - 2. Ongoing rentals shall pay fees for each event at least 30 days prior to each booked date.
 - 3. Individual payment options may be negotiated to most effectively manage the group’s ongoing usage and the operation of each facility.
- D. Affiliated User Groups may make last-minute reservation requests. When reasonable, these requests shall be accommodated. However, the Director of Parks and Recreation or his or her designee must approve events that are large, require set-up, or require exclusive use of a facility when it is normally scheduled to be open to the public.

VI. Payment

- A. Deposits

Affiliated Users are not subject to deposit requirements. However, in the case of excessive cleanup or damage to the facility, the affiliated user will be responsible for the cost of replacement and/or time for cleanup.

B. Fees

1. All fees are due 30 days prior to each scheduled booking date or according to payment schedule established between the Affiliated User and the Recreation Supervisor serving as the Contact.
2. Failure of the Affiliated User to pay fees by the due date may result in the cancellation of the rental agreement by the Department.
3. Reservations cancelled for nonpayment of fees will not be rescheduled, and fees owed for facilities not used as the result of nonpayment of fees will not be waived.

VII. Cancellations

Reservations may be cancelled by the Affiliated User Group up to 30 days in advance.

- A. Cancellations shall be credited to the Affiliated User.
- B. A full refund will be given for rentals cancelled more than 30 days in advance.
- C. For rentals booked less than 30 days in advance, the Affiliated User shall have a 72-hour period from time of booking in which to cancel and be eligible for a full refund of deposit and fee.

VIII. Delivery and Storage

Delivery and storage of equipment and supplies for practices and competitions are subject to approval by the Recreation Supervisor serving as a Contact person for the Affiliated User Group. In order to preserve space and to limit liability for stored and delivered items, certain restrictions will apply.

IX. Set-up Instructions

Set-up requirements and instructions shall be communicated in writing in a clear and timely manner to allow for scheduling of staff and coordination of resources. Set-up instructions are intended to communicate the client's needs; limitations to set-up may be necessary to ensure the manageable operation of City-owned facilities.

- A. Clients shall specify rental set-up needs at least two weeks prior to the event.
- B. All changes to set-up must be approved by the Recreation Supervisor serving as a Contact person at least 72 hours in advance of rental date.

X. Supervision

Supervision is required for all usage involving persons under the age of 21. The amount of supervision required will depend on the number of participants, age of the participants, and nature of the event. Those supervising shall be at least 21 years of age.

- A. Each Affiliated User Group shall be supplied with a set of rules and regulations governing usage of the facility.
- B. Those supervising the group shall be responsible for ensuring that participants are following facility rules and regulations.
- C. Groups that do not adhere to facility rules and regulations shall not be allowed to book future usage of facilities.

XI. Equipment Use

A limited selection of equipment may be available during usage by prior arrangement.

- A. The cost of repairs to damaged equipment will be charged to the Affiliated User.
- B. Arrangements for the use of equipment and supplies shall be with the Recreation Supervisor serving as the Contact.

XII. Additional Guidelines

The City of Clayton reserves the right to add additional guidelines to this document, which may be necessary for the effective and safe operation of City Recreation Facilities.

Affiliated User Group Benchmarks for Evaluation

Criteria	0	1	2	3	4	5
Degree to which the organization enhances the mission of Clayton Parks and Recreation Department	Organization does not enhance mission	Organization offers a similar program to one already offered by the department	Organization offers a similar program to a segment of the population not currently served	Organization provides elite level of program already offered as recreation	Organization brings new program to the community	Organization offers a nationally growing program not yet offered in the St. Louis area
Historical Relationship with Clayton Parks & Recreation	No previous history	1 year	2 years	3 years	4 years	5 or more years
Number of Clayton Residents participating in organization	0	1-5	6-10	11-15	16-20	>20
Percentage of Clayton residents participating in organization	0%	>10%	>20%	>30%	>40%	>50%
Discount offered to Clayton residents	0%	5%	10%	15%	20%	25%
Expected ongoing usage by the organization		< 2 hours per week	2 -4 hours per week	5-9 hours per week	10-15 hours per week	>15 hours per week
Volunteer hours provided for City of Clayton events in a calendar year	Will not provide volunteers	0 - 15 volunteer hours	16 - 45 volunteer hours	46 - 90 volunteer hours	91 - 150 volunteer hours	> 150 volunteer hours
Flexibility of time for requested usage by organization			Usage during prime (peak volume) hours	Usage during high volume hours	Usage during moderate volume hours	Usage during low volume hours
Additional benefits provided to the community	No additional benefits	One additional benefit	Two additional benefits	Three additional benefits	Four additional benefits	Five or more additional benefits



City of Clayton Parks & Recreation Department NEW ___ RENEWAL ___

Application for Affiliated User Status

Date Applied: ___/___/___

Date Reviewed: ___/___/___

1. Organization Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Primary Contact: _____ Alternate Contact: _____

Phone: _____ Phone: _____

Email: _____ Email: _____

2. Type of Organization: Aquatic Sport: _____ Tennis Skating Other

3a. Governing Body: _____ Phone: _____

3b. Is your organization a member in good standing? YES NO

4. Can your organization obtain/provide proof of insurance for use of Clayton facilities? YES NO

5. Is your organization open to participants by Clayton residents? YES NO

6. For how many years has your organization been in existence? _____

7. How many members are associated with your organization? _____

8. How many of your organization's member families live and/or work in Clayton? _____

Please attach a current organization roster.

9a. Facility of Interest: Gymnasium Field Pool Tennis Court Rink

9b. Rental Purpose: Practice Competition Professional Development Other

If other, please describe: _____

9c. Estimated Rental Dates: ___/___/___ to ___/___/___

9d. Estimated Rental Time (in hours): _____/ week

10. Does your organization provide discounts on participation fees to Clayton residents? YES NO

Please answer questions on reverse side of this sheet

11. Does your organization provide any of these additional benefits to the City of Clayton? Check all that apply.

- Free demonstrations or participation in activity fairs or special events held by the City of Clayton
- Sale of facility memberships to participants and their families
- Positive representation of the City of Clayton at outside competitions
- Revenue to the City through sponsorship or hosting of competitions
- Access to the organization's professionals to assist in running departmental programs
- Additional facility enhancements or services
- Other (please describe) _____

12. The City of Clayton strives to offer assorted Parks & Recreation programs that appeal to people of varied ages and abilities. How will your organization enhance the offerings of the Parks & Recreation Department?

13. Will your organization provide volunteers at any community events?

Please provide an approximate range for the number of volunteer hours to be provided by the organization during the term of this agreement. _____

14. The mission of the Clayton Parks & Recreation Department is to improve the quality of life for Clayton citizens through the provision of comprehensive leisure services and recreational opportunities to individuals of all ages, abilities, and interests in a safe, healthy, and pleasant environment. On a separate sheet, please provide a statement about your organization's philosophy as it relates to the mission of the Clayton Parks & Recreation Department. The statement should give any additional information that the Department may find relevant to granting your organization affiliated status.

TERMS AND CONDITIONS

- I. As a condition of Affiliated User Group status, all affiliated users, their representatives, and organizers must agree to abide by the terms of the attached **AFFILIATED USER RENTAL GUIDELINES** and **AFFILIATED USER AGREEMENT**.
- II. As a condition of Affiliated User Group status, all affiliated users, their representatives, organizers, and members must agree to abide by the terms of the attached **CODE OF CONDUCT**.

This application will be reviewed by the Department. Applicants will be notified of their status by the appropriate department supervisor.



**CITY OF CLAYTON
AFFILIATED USER AGREEMENT**

Affiliated User Agreement made this _____ day of _____, _____ between _____ (Organization Name), hereafter referred to as “Affiliated User” and the City of Clayton Parks and Recreation Department, hereafter referred to as “the Department”.

WHEREAS, Clayton owns and operates _____ (Name of Facility) for the use and benefit of the citizens of Clayton and others, and

WHEREAS, the Affiliated User desires to use these facilities to conduct practices and competitions for the benefit of the residents of Clayton and others, and

WHEREAS, Clayton desires to make these Facilities available to the Affiliated User for the purpose of providing _____ (type of program offered), hereafter referred to as the “program” for the benefit of the citizens of Clayton and others.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, Clayton and the Affiliated User agree as follows:

1. The Affiliated User will provide _____ (type of program offered). All programs will be made available to Clayton residents who shall have the right to participate in any program appropriate to their skill level.
2. All programs would be under the exclusive administration and control of the Affiliated User. The Affiliated User shall keep Clayton advised in writing of its program activities yearly and shall have the sole right to set fees associated with participation in their programs.
3. In consideration for the foregoing, the Affiliated User shall use Clayton facilities at a discounted fee of _____%.
4. In addition, the Affiliated User shall have the opportunity to include their program information in the Parks and Recreation Brochure and post approved materials at facilities.
5. The Affiliated User shall provide Clayton with a copy of its certificate of liability insurance naming Clayton as an additional insured. Minimum amounts of coverage are as follows:

General Liability	Products-Comp/Op Agg	\$2,600,000
	Personal & Adv Injury	\$2,600,000
	Each Occurrence	\$2,600,000

6. The Affiliated User agrees to cooperate with and adhere to reasonable direction from Clayton staff, to abide by all rules and regulations of the facility, and to ensure the safety of the facility by locking gates and doors and securing equipment as requested. Failure to cooperate with Clayton staff, rules and/or regulations, and/or the provisions of this paragraph may result in immediate termination of this agreement.

7. The Affiliated User participants and their immediate families shall have the ability to purchase membership to the Clayton facilities at the resident rate.
8. This agreement is an annual agreement to run from October 1st to September 30th of each year. Completion of an updated application and approval of the Parks and Recreation Director shall renew it, unless Clayton or Affiliated User provides written notice to the other of its intent to terminate the agreement by May 1st of any year.
9. This Agreement may be modified at any time by mutual written agreement of the Affiliated User and the Department.
10. It is understood and agreed that neither Clayton nor the Affiliated User, nor their respective employees, agents, nor contractors shall hold substantive decision-making positions of the other.
11. It is understood that the Affiliated User, their respective employees, participants, agents, and contractors will abide by the Code of Conduct.
12. All notices required pursuant to this Agreement and all other notifications or inquiries shall be addressed to the following, or to such other address as either party may request, by written notice to the other, from time to time:

City of Clayton	Affiliated User
Attn: Director of Parks & Recreation	Attn:
50 Gay Avenue	Address:
Clayton, MO 63105	

13. The laws of the State of Missouri shall govern this Agreement.
14. This Agreement constitutes the entire agreement between the parties and no amendment thereof or modification hereto or additions hereto shall be valid or effective unless the same be in writing and signed by each of the parties hereto.

IN WITNESS THEREOF, the parties hereto have executed this agreement as of the date first above written.

City of Clayton
Parks & Recreation Department

Affiliated User
Organization Name: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

City of Clayton Affiliated User Group Code of Conduct

As a condition of Affiliated User Group status, all organizations and their representatives and members assume responsibility to observe standards of conduct that reflect favorably on the City of Clayton. Violations of the Code may result in disciplinary action, up to and including the termination of the User Group affiliated status.

Affiliated User Groups Will:

1. Read this document carefully. Lack of familiarity with these provisions will not excuse any violation.
2. Maintain the highest professional and ethical standards as outlined by their respective governing bodies and the City of Clayton Parks & Recreation Department.
3. Obey all facility rules posted and enforced by staff, and will abide by all local, state, and federal laws and regulations as they apply to personal and professional conduct.
4. Respect the City of Clayton's facilities and all other facilities it visits for the purposes of practice or contests, and will not damage or misuse any facility or the property of any person using a facility.
5. Carry and provide proof of insurance and assume all responsibility and liability for its activities while using a City of Clayton facility.
6. Abide by the attached rental guidelines.

Affiliated User Groups Will Not:

1. Discriminate on the basis of race, color, national origin or ancestry, religion or creed, gender, age, disability, genetic information, veteran status or other legally protected statuses. Affiliated User Groups will make reasonable accommodations to include persons with disabilities and will comply with the Americans with Disabilities.
2. Tolerate harassment by its members, employees or representatives. Such behavior includes but is not limited to:
 - making offensive or derogatory comments based on race, color, gender, religion, national origin, age, mental or physical disability, genetic information, veteran status, or other characteristic protected by law either directly or indirectly to another person
 - unwelcome sexual advances (either verbal or physical), requests for favors or other verbal or physical conduct of a sexual nature
 - unwelcome sexual flirtation, advances, or propositions; verbal abuse of a sexual nature; subtle pressure or requests for sexual activities; unnecessary touching of an individual; graphic or verbal commentaries about an individual's body; sexually degrading words used to describe an individual; a display of sexually suggestive objects or pictures; sexually explicit or offensive jokes; public nudity; or physical assault.
3. Permit the manufacture, distribution, sale, purchase, transfer, possession, or use of illegal drugs or controlled substances, and will prohibit participation or employment of any person engaged in such activities.
4. Tolerate any level of violence or threat of violence. Under no circumstances will a representative of an Affiliated User Group be permitted to carry any sort of weapon or use physical or verbal threats of any kind.
5. Use photos, music, software or other material protected by intellectual property laws, rights of privacy or publicity or any other applicable law unless the group owns or controls the rights thereto and/or has received all necessary consents.
6. Sell, license, exchange or barter any space provided by the City of Clayton for any purpose including, without limitation, selling, licensing, exchanging or bartering space for advertisements, with the exception of securing sponsorship for competitions.

Affiliated User Groups will be guided by and uphold both the letter and the spirit of this Code of Conduct.

On behalf of the membership of _____ [organization name], I have read this Code of Conduct and understand my organization's responsibility.

Signature

Date

Print name

Organization



**City of Clayton
Request for Usage Form**

Today's Date: _____

Section I – Organization Information

Organization: _____

Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

E-Mail Address: _____

Section II –Usage Request

1. Is this request for: On-Going Usage or Single Event

2. Please list the range of dates that you would like to use the facility. .

Requested Dates: _____ to _____

3. Please list the days and times that you would like to use the facility.

Requested Days:

_____ Monday Time: _____ to _____ & _____ to _____

_____ Tuesday Time: _____ to _____ & _____ to _____

_____ Wednesday Time: _____ to _____ & _____ to _____

_____ Thursday Time: _____ to _____ & _____ to _____

_____ Friday Time: _____ to _____ & _____ to _____

_____ Saturday Time: _____ to _____ & _____ to _____

_____ Sunday Time: _____ to _____ & _____ to _____

Section III – Facility Request

Please check the box of the facility that your organization would like to use.

Center of Clayton

- Aerobics Room Climbing Wall Gym #2 Gym #3 Gym #4
- Mind Body Room Stuber Gym Youth Activity Center

Shaw Park Aquatic Center

- Entire Facility
- 50 - Meter Pool Children’s Pool Dive Tank Party Room

Shaw Park Baseball Fields

- Field #1 Field #2 Field #3 Field #4 Field #5
- Field #6 Field #8 Field #9 Field #10

Shaw Park Ice Rink

- Entire Facility
- Ice Sheet Fire Pit Party Room

Shaw Park Picnic Sites

- Corporate Tent North Shelter South Shelter Picnic Pad #1
- Picnic Pad #2 Picnic Pad #3 Picnic Pad #4 Picnic Pad #5

Shaw Park Sand Volleyball Courts

- Court #1 Court #2

Shaw Park Soccer Fields

- Field #1 Field #3 Field #5 Field #6

Shaw Park Tennis Courts

- Entire Facility
- Court #1 Court #2 Court #3 Court #4 Court #5
- Court #6 Court #7 Court #8 Court #9 Court #10

Set-Up Instructions: _____

----- Facility Supervisor Only -----

Date: _____ Facility Request Booked: Yes No – See Below

Reason for Not Booking Request: _____

