CROMWELL
Recreation & Youth Services

TOWN OF CROMWELL FIELD/FACILITY USE POLICY

FIELDS

This field/facility use policy is for all organizations/groups/individuals wishing to use town fields and facilities. These fields and facilities are located in town parks, Town Hall or on school property.

All organizations/groups/individuals wishing to use town fields or facilities must fill out the attached Field/Facility Use Request Form, pay any applicable fees and supply proof of a valid insurance policy outlined in section VII at the time of booking. **No reservations will be made without this information.** All groups that book these fields and facilities through the Recreation Department must supply rosters for all teams at least 4 weeks prior to the start of use. These rosters will be checked for current residency requirements as specified below.

FIELD MAINTENANCE FEE POLICY

I. General

The Cromwell Parks Department (Under Public Works) is responsible for the maintenance and upkeep of all town fields and parks located in the Town of Cromwell. A written schedule of all games and practices must be submitted 6 weeks prior to use of the fields to ensure proper reservations and field preparation.

Any organization or group wishing to do work or buy items affecting any field/grounds must present the idea in writing and get it approved by the Parks Department prior to purchasing or performing work.

In the event of rain, the Parks Department will make every effort to make all fields playable. If the Department employee deems fields are unplayable, an E-mail will be sent out and it will be posted on the Town's Web site. It is the responsibility of the contact person to inform all of their participants that games or practices are cancelled. If the rain comes after the department employees leave for the day, organizations must be prudent and consider the long range effects of playing before going on a field. No work may be done to the fields by an organization/group/individual. Any work done to the fields will result in cancellation of future reservations for the organization/group/individual.

Examples of conditions that may require the alteration or cancellation of an activity are:

Standing puddles of water on the field
Footing that is unsure or slippery
Ground that is water logged or squishy
Grass that can be dislodged from the ground easily
Lightning
Severe weather storms
Unsafe facility conditions
Uses that prove to be destructive or detrimental to the site

If rain persists for multiple days or there are very heavy downpours, no games or practices shall be held until the Park Department employees notify organizations/groups/individuals. If an organization/group/individual ignores this policy and goes on fields/grounds deemed unplayable, the organization/group/individual shall be held monetarily responsible for the time and materials it requires the Town of Cromwell to make all necessary repairs to the field. A report will be prepared and provided to the organization/group/individual containing pictures of the field damage, the amount of time and materials necessary to repair, the cost of those items along with an invoice.

II. Users

(Please see section V. Rental Requirements & Fees for applicable fees)

First Priority Users for all the fields will be given to (in this order)

1. Cromwell Public School teams
2. Cromwell Recreation Department programs
3. Other Cromwell Board of Education activities
4. Cromwell Youth Leagues*
5. In-Town Non-profits 501 (c) (3) groups comprised primarily of Cromwell residents

* Please note that these leagues must belong to an affiliated state or national organization that is responsible for the administration of their sport (i.e. Little League, additional baseball leagues, Youth Football, Travel Soccer, Lacrosse). All team rosters must have 67% or more Cromwell participation of Cromwell residents.

First Priority Users for the Town Hall Gym will be given to (in this order)

1. Cromwell Recreation Department programs
2. Other Town of Cromwell Departments
3. Cromwell Public School Use
4. Cromwell Youth Leagues
5. In-Town Non-profit 501 (c) (3) groups comprised primarily of Cromwell residents

Second Priority Users for all fields/facilities will be given in the following order:

1. Groups or individuals who are residents
2. Non-profit groups 501 (c) (3)

Third Priority users are:

1. For profit clubs, groups, businesses and associations, for youth and/or adults
2. Non-residents and others

Special Events- Include but not limited to any and all events held beyond the regularly scheduled season of an organization/group or event that is held for a limited time on the fields/facilities located within the Town of Cromwell.

III. Conditions of Use

The Town of Cromwell in its sole and absolute discretion, reserves the right to decline rental of the parks, facilities or fields or to cancel the rental of parks, facilities or fields.

Parks, facilities or fields can be reserved only in the name of an adult who represents an approved organization and who agrees in writing to be responsible for organizations behavior on said property.

IV. Mandatory Reservations

Organized athletic activities on town and school property are permitted only on a reservation basis. Persons not having a permit for the use of parks, facilities or fields must give way to all times to a permit holder. Any group of 10 or more persons must apply for a permit usage.

All groups must adhere to the published guidelines of the Cromwell Recreation Department, Cromwell Board of Education or Town of Cromwell ordinances. There is a no authorized usage of alcohol and tobacco products on any Town or Board of Education property with the exception of a permit of exemption for alcohol use at picnics issued by the Cromwell Police Department and picnic permit from Cromwell Recreation Department.

V. Rental Requirements & Fees

All interested parties wishing to rent a field/facility must complete a field/facility use request form. If approval of use is granted, applicants must complete the Town of Cromwell Facility/Field Use contract enclosed and submit the rental fee within 5 business days of approval.

Fees: First Priority Users are exempt from fees
Second Priority Users must pay a fee of $25 per hour
Third Priority Users must pay a fee of $50 per hour

Special events fee is a flat fee based on locations, extent of event and, maintenance issues. Recreation Director and Public Works Director or his/her designee will determine this fee when given request.

All user groups will be responsible for additional fees associated with the mandatory presences of police, fire and park personnel at their event.

VI. Utility Charges

The Town Manager and Public Works Director of his/her designee may decide that users would be charged for utilities (i.e. field lighting) but would inform the group of this during the reservation process.

VII. Insurance Requirements

All groups using the fields/facilities must supply the Cromwell Recreation Department with proof of liability insurance. The Town of Cromwell requires a minimum of $1,000,000 liability insurance with the Town listed as an additional insured. Proof of this insurance must be submitted to the Recreation Department at the time of booking.

VIII. Cancellation and Refund Procedures

The Town of Cromwell in its sole and absolute discretion, reserves the right to cancel permission for any group to use a park, facility or field if the purpose of such use is not considered to be in the best interest of the community or neighborhood.

If the Town cancels a permit due to weather or field conditions, all fees will be refunded if it is a one-day event. For long-term usage a re-scheduled date will be given. Please allow up to 15 business days for a refund to be issued.

If police coverage or park maintenance coverage is required, all fee structures and cancellation policies must be in accordance to their contracts with the Town of Cromwell.

No refunds will be made in any amount for failure to show on a reserved rental date.
If it is deemed necessary to cancel a permit due to a violation of town policy or town ordinances, all user fees paid will be automatically forfeited.

IX. Additional Supervision

The Town of Cromwell reserves the right to require any lessee or user to provide police protection when deemed necessary. Additional park personnel will be assigned, if deemed necessary, by the Recreation or Public Works Director or their designee; any resulting expenses or costs will be filled to the lessee or user.

X. Appeals Process

All waiver requests to any provision of this policy are to be directed to the Recreation Director. Appeals from the Recreation Director's decision can be made to the Town Manager with a subsequent appeal to the Town Council, if necessary. The decision of the Town Council is final.

FACILITIES

Town Hall Gym

The Town Hall Gym will be made available to user groups as space permits. Please reference Users Section II for user priority and section V Rental Requirements and Fees.

Tennis Courts

Tennis Courts can be reserved on a first-come, first-served basis individually at a rate of $10.00 per hour per court or $50 per hour for all six. A permit will be issued upon payment of the applicable fee.

Pavilion Rentals

Pavilion rentals information is available in the Pavilion Rental Packet (available on the Cromwell Recreation Page of the Town Website). Before a reservation for our Parks pavilion can be booked:

1) A Pavilion Rental Form must be completed and returned with a $100 security deposit to the Recreation Office. The deposit is refundable after the function is over and the area used has been inspected for damage, and could take up to two (2) weeks to be returned. If damage exceeds the $100 deposit, separate billing will be made to cover additional costs for needed repairs and/or cleaning.

2) Once the desired date is approved, the rental fee must be **PAID** at the time of reservation. Fee is $50 for each **FOUR** hour time block for residents which can be booked starting on Feb. 1 of each year and $100 for each **Four** hour time block non-residents starting on April 1 of each year for dates in that year. No reservations will be taken prior to these dates each year.

Town Council Approved 1/11/2017

Cromwell Recreation Department
41 West Street
Cromwell, CT 06416
www.cromwellct.com

Phone: 860-632-3467 Fax: 860-632-3435

Field/Facility Use Policy
Request Form

Applicant/Organization_____

Address_____**Telephone**_____**Cell**_____

Primary Contact_____**Email**_____

Address_____**Telephone**_____**Fax**_____

Field/Facility Requested_____ **Purpose**_____

Time Start_____**Time End**_____ **# Residents**_____ **# Non-residents**_____

Date(s) requested_____

Attach a separate sheet for rentals or long term field use with dates, times, fields/facilities requested. (i.e. leagues).

It is understood that the use of the fields/facilities by the applicant is subject to any and all of the conditions listed in the Field/Facility Use Policy.

As an authorized representative of the above named organization/group, I agree that I will be fully responsible for the care of the fields/facilities requested and for the complete supervision of all persons entering in connection with this activity. I further agree that this organization/group will reimburse the Town of Cromwell in full for any and all damage to Town property resulting from the requested use. I have read the attached Facility/Field Use Policy and hereby certify that the organization/group which I represent and activity which we are sponsoring fully meets the conditions set forth and hereby agree to observe all of the rules and procedures outlined in the policy. I have also read the Town of Cromwell Policy for Use of Municipal Meeting Rooms which applies to any use of Town facilities.

Applicant Name (please print)_____

Applicant Signature_____

Date_____

_____ _____
Director of Recreation **Date**

FEES ARE OUTLINED IN FIELD/FACILITY USE POLICY

Office Use Only:

Contract _____

Insurance _____

Indemnification_____

Fee	Amount	Paid/Received
Deposit		
Rental		
Lights		
Parks		
Police		
Other		
Total		

TOWN OF CROMWELL FIELD USE CONTRACT

Please let it be recognized this agreement between the Town of Cromwell Recreation Department and the _____
Effective_____to_____. This form shall be filled out and signed each year.

User Group Responsibilities:

1. Agree to abide by the Town of Cromwell Field/Facility Use Policy.
2. Provide on-site supervision during all practices, games, meets and special events. Site supervisor will enforce all park rules and take all necessary action to cease inappropriate behaviors that may be displayed by any team member, visitor, or coach.
3. Contact the Recreation Director immediately (within 24 hours) in the event of any serious injury, mishap, or inappropriate behavior. Please call 860-632-3467.
4. Contact the Public Works Department (860) 632-3400 with any maintenance issues or aspects of the facility that could be considered harmful to users.
5. Provide the Town of Cromwell's Recreation Department with a current copy of proof of insurance with at least **$1,000,000** general liability insurance policy, naming the Town of Cromwell as an additional named insured. A copy of this certificate must be on file with the Recreation Director before groups can have access to any field. For sport groups, proof of player/participant accident insurance in the amount of at least $25,000, must also be provided.
6. Keep the facility clean. All equipment will be returned to its designated area, and at no time will equipment be left on the playing areas. All areas shall be free from litter before leaving the facility.
7. In the case of inclement weather, the user will go to our Web site for any cancellation information.

Town of Cromwell Responsibilities:

1. The Town of Cromwell will provide safe and adequate facilities including general maintenance of all areas.
2. The Town will make every attempt to notify the group contact person at least 24 hours prior to any park/facility closings for maintenance or other purpose unless obvious weather conditions or emergency situations force an unforeseen closure.

Liability Release Form:

As a representative of the group listed above, the group recognizes that there are risks of injury involved in participating in recreational activities. Therefore, the group does hereby release the Town of Cromwell and its employees and agents from all liability with respect to an injury received by a member within the group listed above arising from such activities. The organization supervisor, president, or person whose signature appears on the request form assumes full responsibility for following the Town of Cromwell, Field/Facility Use Policy. By signing this form, I agree that the rental payment will be made on time or the dates will be revoked.

_____

Organization Contact Person, Title Signature Date

_____

Director of Recreation Signature Date

IDEMNIFICATION AGREEMENT FOR USE OF FIELDS/FACILITIES

I am 21 years of age or older and understand the terms of this waiver, release and indemnification agreement and/or I am authorized by the organization listed on the request for Field/Facility Use to execute the agreement on the Organization's behalf. In exchange for myself and/or the Organization being allowed access to Cromwell's fields/facilities, I and/or the organization agree to be bound by each of the following:

Obligation to inspect: The user agrees to inspect the field/facility prior to the start of the activity. If the user believes that anything is unsafe, the user will immediately advise the Town of Cromwell and the user will delay, postpone or cancel the activity until such unsafe condition(s) are remedied.

Assumption of Risk: The user assumes all risks, known and unknown, in any way connected with participation or attendance at the activity. The user accepts the legal responsibility for any liability, injury, loss or damage in any way connected with participation in or attendance at the activity.

Waiver, Release and Indemnification: The user does hereby waive, release and hold harmless the Town of Cromwell, and/or its servants, volunteers, agents and/or employee from any claims for any liability, injury, loss or damage in any way connected with participation in and/or attendance at the activity. In addition, the user agrees to indemnify and hold harmless the Town of Cromwell and its servants, volunteers, agents and employees from any claims made against the Town by any person or entity as a result of participation and/or attendance at the activity. The user will procure and provide the Town the Certificates of Liability Insurance required by the procedure of field/facility use.

Savings Clause: If any part of this Waiver, Release and Indemnification Agreement is invalid, illegal or incapable of being enforced by reason of any rule or law or public policy, all other parts of this Waiver, Release and Indemnification Agreement shall be dependent upon any other part.

I have read this agreement; I am signing this agreement voluntarily for myself or on behalf of the Organization listed on the Request for Field/Facility Use Form.

_____
Printed Name

_____ _____
Signature Date

_____
Printed Name of Organization, if applicable