

Town of Rochester Park Commission

One Constitution Way, Rochester, MA 02770

Phone _____ Fax _____

Email: _____

Facility Use Request Form

DATE RECEIVED _____

**Facility Use Request Form
Must be Printed and Completed
Entirely to be processed**

Name of Organization _____

Type of Organization (Circle one): Private Non-Profit Municipal Educational Other

Contact Person _____

Mailing Address _____ City/State/Zip _____

Home Phone _____ Work Phone _____ Cell Phone _____

E-Mail _____

Event Purpose _____

Facility Requested

_____ Dexter Lane

_____ Gifford Park

Specify Use/Area/Other

_____ Baseball Field _____ Soccer/lacrosse Field _____ Softball Field

_____ Restrooms _____ Open Field _____ Concession Stand

_____ Electricity _____ Playground _____ Parking Lot

_____ Other (please specify) _____

Day(s) and Date(s) Requested

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Start Time (include setup) _____ AM / PM **End Time** (include clean up) _____ AM / PM

Frequency (Circle one): One-Time Weekly Bi-Weekly Monthly Other

(Please attach a schedule)

Expected Attendance: Children _____ Adults _____

Will you be charging admission? NO YES
Admission Charge: _____

Will you be serving food? NO YES Who is providing/cooking? _____
Food/type?: _____

Are they ServSafe Certified? NO YES

Does your organization charge dues? NO YES If yes, amount: \$ _____

Will you be selling anything? NO YES What? _____

How many automobiles do you expect? _____

Priority For Facility Use Reservation Requests:

A: Town of Rochester Department

B: School Department

C: Town of Rochester Athletic League operating under a league license with the Town

D: Town resident group or individual represented by a responsible person or entity taking full responsibility for the group's activity and actions, and so approved by the Park Commission

E: Non-resident group or individual represented by a responsible person or entity taking full responsibility for the group's activity and actions, and so approved by the Park Commission

Submitted by:

Signature

Print Name

Please note that the Park Commission and the Town of Rochester reserve the right in their sole discretion to deny the use of Town of Rochester facilities for any reason.

Reservation Policies/Agreement

This agreement made this _____ day of _____, 20__ by and between the Town of Rochester through its Park Commission (hereinafter referred to as "Rochester" or "Town") and _____ (hereinafter referred to as "User" or "Applicant").

WHEREAS Rochester wishes to promote the use of its parks and recreational areas and provide for the enjoyment of the general public, and

WHEREAS User wishes to use said facilities.

NOW, THEREFORE parks and recreation facilities of the Town of Rochester shall be used by User in accordance with the following policies and procedures:

1. Reservations must be made with the Town with an outline of event plans no later than 2 weeks prior to the proposed use of facility.
2. Applicant hereby assumes responsibility and liability for any and all injury or damage to the person or property of the User or others connected therewith, be they business or personal invites, and further shall indemnify and hold the Town of Rochester harmless in the event of any such injury or damage from any and all claims, awards or attorneys' fees.
3. In the event the User requires participants in the proposed activity to sign a release and/or waiver of liability, User shall include the Town as a covered party in said release/waiver and shall provide the Town with a copy of said form.
3. The applicant will abide by all applicable laws, by-laws and regulations, including but not limited to the rules of Board of Health, Police, and Fire Departments regarding public assemblies.
4. In the event the User wishes to provide amplified music, the music shall be at a volume that cannot be heard beyond the park boundaries and shall not be used before 10:00am or after 8:00pm.
5. The restrooms will be locked at 8:00pm (where available). Additional charges may apply for use of facilities if additional cleaning is necessary.
6. No glass bottles or containers allowed on Town Park/Recreational facilities.
7. The User shall be responsible for its own clean up immediately following the event; the User must leave the area in the same condition in which it was found.
 - a. The User will remove any and all streamers, balloons, ribbon, tape, posters, signs, etc.
 - b. In the event that the Town must clean up the area following the event, the User shall be charged that expense. The Park Commission will determine "same condition," and the Commission's decision is final.
8. **A \$_____ refundable damage deposit must be paid with the application.** The deposit shall be returned in full following the event provided that the park/recreational facility was left as set forth in Policy 7.

9. Special events attracting more than 75 people may necessitate having police officer on duty, at the expense of the User, to assist with traffic control and parking, at the discretion of the Park Commission.

10. This permit may be revoked at any time by the Park Commission, Town Administrator, or members of the Town of Rochester Police Department for violation of the above or any other Park, Town or State rule, regulation or law.

11. In accordance with the vote of the Rochester Park Commission, the following stipulations shall also apply due to the specific use by the User:

a: _____

b: _____

I (We) assume full responsibility for any damages to Town of Rochester property and/or equipment that occur as a result of the requested use. Furthermore, I (We) understand that the Town of Rochester, its staff, and members of the Park Commission, will not be held liable for any injury or damage which may occur to me, my guests, invitees and/or members of the above named organization and or property during or as a result of our requested use of the property. Companies, Groups and organizations must provide a Certificate of Insurance, naming the Town of Rochester, its agents, servants and employees as additional insured, evidencing the following: *Certificate of general liability insurance with per occurrence and aggregate limits of not less than \$1,000,000*. The Town reserves the right to require additional insurance for events or activities.

To the extent permitted by law, the User agrees to defend, indemnify and hold harmless the Town of Rochester and its' respective boards and commissions, officers, agents, officials, employees, volunteers, contractors, and representatives from any and all suits, claims, losses, damages, costs (including without limitation reasonable attorney's fees), compensations, penalties, fines, liabilities or judgments of any name or nature for, including, but not limited to, injuries or alleged injuries to person(s) (including without limitation, bodily injury, sickness, disease or death), or to property, real or personal, or financial losses (including, without limitations, those caused by loss of use) sustained by any person or concern arising from any and all acts or omissions of the User, its employees, representatives, contractors, and/or agents in relation to the use of Town property indicated above, including, but not limited to, set-up and clean-up. This indemnification shall not be affected by the limits of the User's insurance coverage.

Cleaning Fees:

The following additional fee will be assessed for cleaning that is required due to failure of the reserving party to thoroughly police and clean areas after use. This fee will be itemized and billed to the reserving party. As noted above, the Security/Damage deposit will not be returned in addition to cleaning charges. Additional Fee: \$_____

USER SIGNATURE _____ **DATE** _____

My signature on this form indicates that I have read the Facility Use Request Form, Policy & General Rules and agree to abide by them.

For Office Use Only

Reservation Fee Payment

\$ _____ + Damage Deposit: \$50.00 = \$ _____ Cash Check # _____ Visa/MC/Discover: Account # _____ Exp. Date _____

Received by: _____ Entered into Calendar by: _____

Insurance Certificate Received: Yes No

Park Commission: Approved Denied Date of Vote: _____

Comments: _____

General Facility Rules

1. Alcoholic beverages are not allowed on premises.
2. Smoking is prohibited on the premises.
3. Pets are not allowed on the playing fields April 1st through November 1st.
4. Glass containers are prohibited.
6. Please watch your children carefully.
7. Trash must be placed in containers and may not be left in exposed bags.
8. Motorized vehicles are not allowed on the fields without prior permission from the Park Commission.
9. Loitering around or in restrooms or concession stand is prohibited.
10. Balls and throwing objects may be used in the athletic fields only.
11. Parking is only allowed in designated parking areas.

Supervision Guidelines

1. A minimum of one person per 25 participants/per area shall be assigned by User to supervise;
2. Youth groups shall have a designated Coordinator with a ratio of not less than 1 chaperone per 10 youth ages 8 and older; not less than 1 chaperone per 6 children under age 8;
3. Chaperones must be with youth at all times, including but not limited to the playground, restroom areas, parking lots, etc. **Employees of the Town of Rochester are not responsible for supervision of visiting groups, individuals or children in the park.**
4. It is the group supervisor's responsibility to prevent disruptive or disrespectful behavior, vandalism and excessive noise, and to remove those causing disturbances or contact police to have offenders removed;
5. Groups must leave the area in the same condition in which it was found; groups are encouraged to bring their own trash bags;
6. **CHILDREN ARE NEVER TO BE LEFT ALONE AT ANY PARK.**