



Athletic Facility Use Application

Gymnasiums
Ball Fields
Multi-Use Fields
School Facilities

Winchester Parks & Recreation Department
1001 East Cork Street • Winchester, VA 22601
Phone: (540) 662-4946 • Fax: (540) 678-8791
wincparks@winchesterva.gov • www.winchesterva.gov/parks

General Information

Making a Reservation

The Winchester Parks & Recreation Department permits individuals, businesses, civic groups and other organizations to use park facilities.

- To secure a facility for a rental less than \$200, payment in full of the total cost of use is due at the time of booking along with the Athletic Facility Use Application. If the reservation is \$200 or more, a 30% deposit is required to secure the reservation with the remaining balance of the rental fee due within ten (10) business days of the requested date.
- Applications for rentals that are open to the public require a copy of a City of Winchester Business license if items are being sold including but not limited to tickets, goods or services and if admission fees are sold or collected at said event.
- It is the responsibility of the applicant to contact the Commissioner of Revenue to determine if a business license is required.
- A copy of the insurance is required. A general liability policy with \$1,000,000 combined single limits. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A.M. Best rating of A- or better. The insurer must list the member locality as additionally insured. The endorsement must be issued by the insurance company. A notation on the certificate of insurance is not sufficient.
- Applicants must be 21 years of age or older.

Facility Checklist

A checklist will be completed by the athletic attendant at the beginning as well as the conclusion of the event (this applies to the gymnasium). As long as a check has been satisfactorily completed and there are no damages, no additional fees will be charged to the household. If the facility has been left in unsatisfactory condition, a charge for time and materials will be billed. No future reservation can be made until the fee is paid.

Large special events require a Special Event Application and must be submitted at least 60 days in advance. Special event applications can be downloaded from our website at winchesterva.gov/parks under the **Special Events – Hosting an event** tab. All special event applications should be returned to the Special Events Coordinator at Winchester City Parks and Recreation Department at 1001 E. Cork St. Winchester, VA 22601 for review. This Facility Use Application should be submitted to the Winchester Parks & Recreation Department directly that can be downloaded from winchesterva.gov/parks.

Cancellations or Relocation

Submit cancellations, in writing, no less than three (3) business days prior to the scheduled event. A **30%** administrative fee will be retained if the reservation is cancelled within three (3) days of the date. Cancellations made within three (3) business days will not be refunded. Once a rental begins, there is no refund.

Inclement weather – The Winchester Parks and Recreation Department reserves the right to close any facility or cancel rentals and activities if inclement weather is eminent. The Department will make every effort to contact users in a timely manner by telephone, e-mail or radio. Applicant should attempt to contact the Department during these situations if they have not heard from park personnel.

All efforts will be made to keep approved facility reservations intact; however, the Winchester Parks & Recreation Department reserves the right to relocate or cancel a function if necessary.

Facility Use Rules and Guidelines

The Winchester Parks & Recreation Department strives to provide quality facilities for your use. The following rules and guidelines are in place for everyone's safety and enjoyment of park facilities.

General Rules for Use of All Facilities

- City of Winchester activities and events, Winchester Public Schools and community partners have first priority use of all facilities.
- Posting of any signage or balloons on trees, posts, fencing, light poles, and gates is prohibited.
- No group or organization may, under any circumstances, adjust or change the settings of any electrical switch or control, including lighting, heating, and cooling systems, without approval of the WPRD staff.
- Any person found to be engaged in or advocating illegal activity while on school property shall be reported to the local law enforcement authorities.
- Applicant is responsible for applying for a Health Permit if concessions are being sold. Applicant shall provide the Winchester Parks & Recreation Department with a copy of the Health Permit prior to use.
- Non-profit Applicants are required to provide proof of tax status (501-C) including address prior to receiving the non-profit rate. The non-profit rate will only be honored for those non-profit entities that reside within the City of Winchester limits.
- For-profit Applicants are required to have a general liability policy with \$1,000,000 combined single limits and are to follow the outline on page 2.
- Applicant agrees to reimburse the City of Winchester for any damage of public property as a result of the user's use of the facility. Groups are responsible for all damages and cost associated with the damages.
- Decorations shall not be taped, nailed, stapled, or fixed in any way to walls, doors, glass, lights or ceilings.
- The Applicant certifies that the information given in the application is correct. Falsification of information on the application will result in immediate dismissal from the facility, forfeiture of all fees paid including any deposits and denial for future use.
- All facility users shall not exclude anyone in participation in, deny anyone benefit of, or otherwise subject anyone to discrimination because of the person's race, color, national origin age or disability.
- Applicant is responsible for compliance with Americas with Disabilities Act, as it relates to the event, performance, and services to be provided in relation to the event for individuals with disabilities.
- Applicant hereby guarantees and assumes full and exclusive responsibility for the safety of persons and property of all participants and activities including, without limitation, players, participants, staff, officials, agents, or lessee, spectators, and members of the public in attendance at either activity contemplated hereby, or actually conducted by the Applicant.
- The park is not responsible for any lost, stolen, or misplaced personal items or equipment.
- Applicant and its guests will comply with all rules and regulations established by the Winchester Parks & Recreation Department. The Parks & Recreation Department reserves the right to dismiss any persons from the facility. Applicant understands that Parks staff has the authority to determine if participants are strictly adhering to all rules and regulations, and staff has the full authority to enforce these regulations. WPRD staff must be respected and obeyed. NO foul language will be permitted.
- All persons and activities must comply with local, state and federal laws. This includes the prohibition of use and/or possession of weapons, alcohol, any illegal substances on the property. If you suspect anyone attending your event is intoxicated or under the influence of drugs, it is the applicant's responsibility to escort them off of the property.
- All noise and music must be kept to a minimum. WPRD staff will determine if the noise or music has a negative impact on other activities and has the authority to demand it be turned down. Excessive noise will result in applicant's forfeiture of future facility use.
- Applicant is responsible for informing the Winchester Parks and Recreation of any injuries to participants or damages to the department facilities during user activities.

Gymnasium Use

- All gymnasium users must follow all posted rules and regulations.
- When renting the gym you also need to specify volleyball, basketball or other activity so the proper equipment can be set up.

Parks and Recreation Facilities

- Baseball/Softball Fields
- Soccer Fields
- BMX Track
- Horseshoe Courts
- Tennis Courts
- Basketball Courts
 - Special maintenance requests must be made in writing at the time of application.
 - Winchester Parks & Recreation Department will determine if facilities are playable during inclement weather. If facilities are closed, users are required to stay off the fields and/or courts. Violations will result in the loss of use of park facilities. Athletic Field rentals are not permitted to use field tarps.
 - User groups are not to tamper with the irrigation system controls or irrigation heads.
 - All activities must end no later than the time agreed upon in this application.
 - The user group is responsible for picking up all trash and debris after each use.
 - User is responsible for informing all other users participating under this application of the terms and conditions of this document.
 - Use of tobacco is not permitted within 50 feet of all athletic fields, in and around spectator bleachers, on and around all playgrounds and on and around other facilities including the BMX Track, Horseshoe Courts, War Memorial Building & Active Living Center, Christianson Family land, Wilkins Lake and the outdoor pool facility and other park facilities where no tobacco signage is posted.

Winchester Public School Facilities

- All rentals require an application to be submitted at a minimum of 30 days in advance.
- All indoor (gymnasium) rentals will have a Winchester Parks and Recreation site supervisor at the school site. The cost for this supervisor is already included in the rental fee.
- No one may sell or offer to sell, within the school, on school grounds, or at school-sponsored activities, any products or services.
- The use of tobacco products by patrons or other persons in school buildings or on school grounds is prohibited.
- If a school facility is closed because of snow or other emergency conditions, any scheduled use of the facility will be cancelled.
- The use of the facility shall be restricted to the part of the facility approved and identified by this agreement.
- No vulgar or inappropriate language of any kind is permitted and usage of such language will result in immediate dismissal and removal from the facility.
- The renter may not install any signage, structures, machinery or equipment on school property without prior approval. Any signage, if approved, shall not obstruct the permanent building signage.
- School facilities may not be employed in any manner for advertising or otherwise promoting the financial interest of any individual or commercial (for profit) or non-profit organization or group without prior written approval of the Superintendent of Schools.
- All gymnasium users must follow all posted rules and regulations.
- No food or beverages of any kind are permitted in the gym at any time.
- When renting a gymnasium facility, you also need to specify what activity will take place during the rental so proper equipment can be set-up if applicable.
- Proper shoes, with non-marking soles, must be worn at all times when using the gymnasium.

NO ALCOHOL PERMITTED ON PARK OR WINCHESTER PUBLIC SCHOOL PROPERTY



Athletic Facility Use Application

Application Date

Event Date: _____ Hours of Event: From _____ am/pm To _____ am/pm

Second Date Option: _____

Third Date Option: _____ **(Request must include set-up and clean-up time)**

Organization/Individual Requesting use: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Day Phone: _____

Evening Phone: _____ Mobile Phone: _____

Email: _____

Type of Event: _____

Size of Group/Estimated Attendance: _____

(Note: If group exceeds facility capacity, the function will be terminated without refund)

Will your group be selling anything at this event? ___ Yes ___ No

Will your group be selling food or drinks? ___ Yes ___ No

(If yes, please contact Health Department for Health Permit Application)

If yes, do you have a City of Winchester business license? ___ Yes ___ No

(No group will be permitted to sell anything without prior park approval and a business license. Applicant is responsible for contacting the Commissioner of Revenue to determine if a license is necessary.)

Facilities Requested:

- Gymnasium: Event _____
- ___ 1/3 Gym ___ 2/3 Gym
- ___ Full Gym

- Baseball Field
- ___ Bridgeforth Field ___ Bodie Grim Field
- ___ Yost Field ___ Rotary Field
- ___ T-Ball Field

- Softball Field
- ___ Preston Field
- ___ Henkel Harris Field
- ___ FOE #824 (Eagles) Field

- Courts
- ___ Horseshoe Courts
- ___ Basketball Courts
- ___ Tennis Courts
- ___ How many? (8 available)

- BMX Track

Open Fields

- Frederick Douglas Park Friendship Soccer Harvest Ridge
- Preston-Small Preston-Large Whittier Soccer #1
- Whittier Soccer #2 Weaver Soccer

Winchester Public Schools:

- VACDES Quarles Frederick Douglass John Kerr
- Gym Gym Gym Gym
- Grounds Grounds Grounds Grounds

DMMS

- Main Field Main Gym
- Front Field Auxiliary Gym
- Back Field

Below options will require additional fees and may not be available at all facilities:

- Baseball/Softball Field Lining: Field lined before start of event only.
 - Yes (\$10.00 additional fee) No
- Base Cans?
 - Yes No

Can Distance: _____

- Baseball/Softball Field Lights
 - Yes (\$10.00 additional fee) No

- Soccer Field Lining: Field lined before start of event only.
 - Yes (\$20.00 additional fee) No

Field Dimensions: _____

Cleaning Charge

I understand I am responsible for my set up and clean up. If the facility is not left in satisfactory condition, I will be charged time/materials to return facility into original condition. This fee must be paid ten (10) business days after my reservation if I have left the facility in unsatisfactory condition. No future reservation can be made until the fee is paid. _____ (initial)

I agree to pay additional fees if I have not vacated the premises by the reservation end time. _____ (initial)

Facility Rental Fee \$ _____ Deposit Amount \$ _____ Amount Owed \$ _____

Please forward the Athletic Facility Use Application, rental fee, and deposit to:

Winchester Parks & Recreation Department
1001 East Cork Street
Winchester, VA 22601
Questions? Call 540-662-4946

This document shall be governed by the laws of the Commonwealth of Virginia. Any dispute arising from the performance or non-performance of this Agreement shall be resolved or otherwise litigated in the Circuit Court for the City of Winchester, Virginia or the Fourth Circuit Federal District Court in Harrisonburg, Virginia.

The applicant shall indemnify and hold the Winchester Public Schools, City of Winchester, its employees, agents, and representatives harmless from all suits, actions, claims of any kind (including attorney's fees) brought on account of any personal injuries, property damage, or damages of any kind, or violations of any rights, suffered by any persons or property in consequence of any neglect in safeguarding contract work, or on account of any act or omission by applicant or its employees, volunteers or participants. In addition, applicant shall indemnify and hold the Winchester Public Schools, City of Winchester, its employees, agents, and representatives harmless from any claims or amounts arising from violation of any law, and for any agents, or assigns related to the performance of this MOU and shall be responsible for all damages, costs, expenses, and fees including but not limited to reasonable attorney's fees associated therewith.

I have read, understand and agree to abide by the Facility Use Rules and Guidelines incorporated into this document and associated with my rental of the facility, I have the authority to act in behalf of the above-named organization and I accept responsibility for actions and behavior of all participants.

I have received a copy of the rules and regulations for using the facility.

For new renters:

I have received a copy of the rules and regulations for using the facility.

Signature: _____ Date: _____

For return renters:

I have been offered a copy of the rules and regulations for using the facility.

- I accept a copy
- I decline a copy at this time

Signature: _____ Date: _____