

# Athletic Facility Use Application

## Gymnasium Ball & Multi-Use Fields Courts WPS School Facilities

Winchester Parks & Recreation Department 1001 East Cork Street • Winchester, VA 22601 Phone: (540) 662-4946 • Fax: (540) 678-8791

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## **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 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 goods or services are being sold. 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. Insurance is not required for small gatherings including parties, reunions, etc. unless those in the group are conducting business or selling products.
- Applicants must be 21 years of age or older.

#### **Facility Checklist**

A checklist will be completed by Winchester Parks & Recreation Department staff 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.

#### **Special Events**

Special Events require a Special Event Application in addition to the Facility Use Application and must be submitted at least 60 days in advance to the Winchester Parks & Recreation Department for review. Special Event Applications can be downloaded from our website at <a href="winchesterva.gov/parks">winchesterva.gov/parks</a> under the <a href="mailto:Special Events">Special Events —</a> Holding a Special Event tab.

#### **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 prior to three (3) days of the date. The 30% is based off of the cost of the entire reservation (the deposit). Cancellations made within three (3) business days will not be refunded. Cancellations after this time will result in the forfeiture of the entire rental cost. Once a rental begins, there is no refund.

#### **Inclement Weather**

Winchester Parks & Recreation Department reserves the right to close any facility or cancel rentals and activities if inclement weather is imminent. Winchester Parks & Recreation Department will make every effort to contact users in a timely manner by telephone and/or email. Applicant should attempt to contact Winchester Parks & Recreation Department during these situations if they have not heard from Winchester Parks & Recreation Department staff.

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. A full refund will be issued if Winchester Parks & Recreation Department cancels the reservation.

## **Facility Use Rules and Guidelines**

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 (other rules may apply). Applicants are responsible for informing all guests under this application of the terms and conditions of this document.

#### **General Rules for Use of All Facilities**

- ➤ City of Winchester/Winchester Public Schools sanctioned activities/special events and approved community partners have first priority use of all facilities.
- ➤ Use of tobacco is not permitted indoors, on or within 50 feet of any athletic fields, playgrounds, War Memorial Building or organized activities. Alcoholic beverages are not permitted on any park grounds or in any park building.
- No inflatable structures or playhouses, equipment, etc. permitted for private/personal rentals.
- ➤ Winchester Parks & Recreation Department is not responsible for any lost, stolen, misplaced personal items or equipment.
- Applicant agrees to reimburse Winchester Parks & Recreation Department for any damage of public property as a result of the user's use of the facility. Decorations shall not be taped, nailed, stapled or fixed in any way to walls, doors, glass, lights, electronic equipment, or ceilings. Posting of any signage or balloons on trees, posts, fencing, light poles, and gates is prohibited.
- Applicants cannot, under any circumstances, adjust or change the settings of any electrical switch or control, including lighting, heating, and cooling systems, without approval of Winchester Parks & Recreation Department staff.
- 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.
- Applicant and its guests shall not exclude anyone in participation, 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.
- Applicant and its guests will comply with all rules and regulations established by the Winchester Parks & Recreation Department. The Winchester Parks & Recreation Department reserves the right to dismiss any persons from the facility. Applicant understands that Winchester Parks & Recreation Department staff has the authority to determine if participants are strictly adhering to all rules and regulations, and we have the full authority to enforce these regulations. Winchester Parks & Recreation Department staff must be respected and obeyed. No foul language will be permitted.
- Applicant and its guests must comply with local, state and federal laws. This includes the prohibition of use and/or possession of weapons, alcohol, or 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.
- > Applicant agrees to notify and request permission for the sale of items including but not limited to tickets, goods or services or if admission fees are sold or collected at said event.
- Applicant must keep all noise and music to a minimum. Winchester Parks & Recreation Department staff will determine if the noise or music has a negative impact on other activities and has the authority to order it be turned down. Excessive noise will result in applicant's forfeiture of future facility use.
- Applicant is responsible for informing Winchester Parks and Recreation Department staff of any injuries to participants or damages to the department facilities during rental.

#### **Gymnasium Use**

- > Applicants must follow all posted rules and regulations.
- > When renting the gymnasium, applicant must specify activity so the proper equipment can be set up.

#### **Ball, Multi-Use and Court Facilities**

- > Special maintenance requests must be made in writing at the time of application.
- Applicants are not permitted to use field tarps.
- Applicants are not to tamper with the irrigation system controls or irrigation heads.
- Applicants are responsible for picking up all trash and debris after each use.

#### **Winchester Public School Facilities**

- All rentals require an application to be submitted at a minimum of 30 days in advance.
- All indoor rentals will have Winchester Parks & Recreation Department staff at the school site. The cost for staff 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.
- ➤ 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.
- 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 applicants must follow all posted rules and regulations.
- No food or beverages of any kind are permitted in the gymnasium at any time.
- When renting a gymnasium facility, applicant must 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.
- Applicant and its guest if found to be engaged in or advocating illegal activity while on school property shall be reported to the local law enforcement authorities.

#### **Reservation Process For Ongoing Rentals (more than 3 dates)**

- > Park Partners get first choice of facilities:
  - o Spring until March 15<sup>th</sup>
  - Summer until June 15<sup>th</sup>
  - o Fall until August 15th
- After these designated deadlines, general public rentals will be considered:
  - o Spring March 16<sup>th</sup> June 14<sup>th</sup>
  - O Summer June 16<sup>th</sup> August 14<sup>th</sup>
  - o Fall August 16<sup>th</sup> November 14<sup>th</sup>
- Applications will be considered in the order they are received by the Facilities Division.
- ➤ Once the offer for rental dates/times have been given, applicant will have two (2) business days to accept or decline the offer. This process will repeat until all received applications have been answered.

#### Payment Process For Ongoing Renters (more than 3 dates)

- > 30% of the total rental fee will be due at time of booking.
- Payments will be due monthly until all dates have been paid.

#### NO ALCOHOL PERMITTED ON PARK OR WINCHESTER PUBLIC SCHOOL PROPERTY



## **Facility Use Application**

Application Date	

AM

AM

Event Date:	_ Hours of Event: From	PM To	PM
Second Date Option:	(Request	must include set-up and c	
Third Date Option:			
Name of Person/Organization R	Requesting Use:		
Mailing Address:			
City:	State:	Zip Code:	
Contact Person:	Day	y Phone:	
Evening Phone:	Mo	bile Phone:	
Email:			
Type of Event:			
Size of Group/Estimated Attended capacity, the function will be te	lance:rminated without refund)	(Note: If group ex	ceeds facility
Will your group be selling anyth Will your group be selling food (If yes, please contact Health De If yes, do you have a City of Will (No group will be permitted to supplicant is responsible for connecessary.)	or drinks? Ye epartment for Health Permit A inchester business license? sell anything without prior particles.	sNo .pplication)YesNo k approval and a business lic	
Facilities Requested - Gymnasium: Event Full Court Full Gymnasium		die Grim Field T-Bal st Field	l Field
Softball Fields: Preston Field Henkel Harris Field FOE #824 (Eagles) Field		1 Courts	
□ BMX Track			

Open Fields:				
Frederick Douglas Park		_ Friendship Soccer	_ Harvest Ridge	
Preston		_ Whittier Soccer #1	Whittier Soccer #2	
Weaver Socces	<u> </u>	_ Festival	Amphitheatre Hill	
Winchester Public Sc	hools:			
VACDES	Quarles	Frederick Douglass	John Kerr	
Gym	Gym	Gym	Gym	
Grounds	Grounds	Grounds	Grounds	
DMMS				
Main Field	Main Gym			
Front Field	Auxiliary Gy	m		
Back Field				
Below ontions will re	auire additional fees	and may not be available a	t all facilities	
-	-	eld lined before start of eve		
	Yes (\$10.00 addition		ont only.	
_	1 το (φ10.00 ωσσο.			
Base Distant	ce: □ 55' □ 60	)'	□ 70' □ 90'	
<ul> <li>Field Lights</li> </ul>				
•	Yes (\$10.00 addition	nal fee) 🗆 No		
	1 cs (ψ10.00 addition			
Soccer/Foot	ball/Lacrosse Field L	ining: Field lined before st	art of event only.	
	es (\$20.00 additional t	=	,	
	l Dimensions:			
Facility Rental Fees				
See current Facility Re	ental Fee Schedule for a	full list of fees.		
Cleaning Charge				
	nsible for my set up and	d clean up. If the facility is n	ot left in satisfactory condition, I will	
			ility to original condition. This fee	
			cility in unsatisfactory condition. No	
future reservation or ac	tivity registrations will	be accepted until the fee is pa	id (initial)	
I agree to pay additiona	l hourly fees if I have n	ot vacated the premises by th	e reservation end time. These	
			s. These fees must be paid within ten	
		ture reservation or activity re	gistrations will be accepted until the	
fees are paid (in	nitial)			
Facility Rental Fee \$	Depo	sit Amount \$	Amount Owed \$	
Please forward the Athl	etic Facility Use Appli	cation, rental fee, and deposit	to:	
1 loube for ward the Ath	one ruenity ose rippin			

Winchester Parks & Recreation Department 1001 East Cork Street Winchester, VA 22601 Questions? Call 540-662-4946, Fax 540-678-8791 The Applicant shall indemnify and hold the 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 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 application 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 Athletic Facility Use Rules and Guidelines incorporated into this document and associated with my rental of the facility. I have the authority to act on behalf of the above-named organization and I accept responsibility for actions and behavior of all participants.

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 us	ing the facility.	
<ul> <li>I accept a copy</li> </ul>		
<ul> <li>I decline a copy at this time</li> </ul>		
Signature:	Date:	