



## **Athletic Facility Use Application**

### **Making a Reservation**

The Winchester Parks & Recreation Department permits individuals, businesses, civic groups and other organizations to use park facilities. One time facility user groups may reserve park facilities up to six (6) months in advance of a function. Reoccurring facility user groups may reserve park facilities up to twelve (12) months in advance.

- To secure a facility, a deposit of 20% is due at the time of booking along with the Athletic Facility Use Application.
- To complete the reservation process, the applicant will provide a security deposit, the remaining balance of the rental fee and any optional fees 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. Applicant must also provide the Winchester Parks and Recreation Department with a Certificate of Insurance endorsing the City of Winchester and the Winchester Parks and Recreation Department as additionally insured on a policy of general liability insurance with a combined single limit of \$1,000,000 issued to the event sponsor by an insurance company licensed to do business in Virginia with an A.M. Best Company financial rating of A- or better.
- Applicants must be 21 years of age or older.

### **Security Deposit**

A refundable security deposit of \$50.00 is required, depending on the type and size of the requested facility. The security deposit must be paid no more than twenty (20) days in advance of the date of your event and will be returned in full within (14) fourteen business days if the facilities are left in satisfactory condition. It is the responsibility of the applicant to complete a checklist with the Park Ranger at the conclusion of the event.

The security deposit may be fully refunded under the following conditions:

- The facility is left in its original condition.
- All furnishings shall be left undamaged.
- The facility is vacated at the scheduled time and all lights are turned off and gates are closed and secured.

**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](http://winchesterva.gov/parks) under the special event tab. All special event applications should be returned to the Winchester Police Department for review. This Facility Use Application should be submitted to the Winchester Parks & Recreation Department directly.

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### **Cancellations or Relocation**

Submit cancellations, in writing, no less than 48 hours prior to the scheduled event. A **20%** administrative fee will be retained. Cancellations made within 48 hours will not be refunded. All security deposits will be returned without penalty. Cancellations after this time will result in the forfeiture of the entire rental cost. Once a party begins, there is no refund.

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**

- Minimum reservation is 2 hours for all rentals.
- City of Winchester activities and events and community partners have first priority use of all facilities.
- Applicant is responsible for reporting to the Park Ranger upon arrival and check out. User is responsible for going over and signing the facility checklist with the Park Ranger at the conclusion of each use.
- Applicant has the responsibility to inspect the facility before use. Any damages should be immediately brought to the attention of park personnel.
- Applicant is responsible for the clean-up of all facilities used under the terms of this application. Clean-up includes picking up trash in and around the facility.
- Use of tobacco is not permitted indoors, on or around athletic fields, in the bleachers/spectator area or on or around playgrounds. Alcoholic beverages are not permitted on any park grounds.
- 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 prior to receiving rate.
- 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 handicap.
- 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 is responsible for providing supervision at a ratio of 10-to-1 for all children under the age of eleven (11) at all facilities. Supervisor must be at least eighteen (18) years of age and be present at the facility.

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- 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. Park 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.
- Applicant agrees to notify and request permission for the sale of items including but not limited to tickets, goods or services and if admission fees are sold or collected at said event.
- All noise and music must be kept to a minimum. Park 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.
- Once approved, applicant shall provide a detailed schedule of all group activities 30 days prior to the beginning of the groups use. Any changes must be submitted in writing 72 hours prior to the requested change. Winchester Parks & Recreation Department staff members will determine if the requested changes are deemed necessary and feasible.
- Applicant is responsible for informing the Winchester Parks and Recreation of any injuries to participants or damages to the department facilities during user activities.

### **Athletic Facility Guidelines**

- Baseball/Softball Fields
  - If equipment is available, the user must rake the baselines, the mound, and the home plate area after each use.
  - All field tools and equipment must be cleaned and placed neatly back into the shed or building.
  - Special maintenance requests must be made in writing at the time of application.
  - Winchester Parks & Recreation Department will determine if fields are playable during inclement weather. If fields are closed, users are required to stay off the fields. 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.
  - Users will be charged \$20.00 per bag of Turface. Please use product sparingly. Turface shall not be placed on any grass areas as it will kill the grass.
  - All activities must end no later than 10:00 p.m. or the time agreed upon in this application.
  - See Facility Use Application page for details on field lining.
  - The user group is responsible for picking up all trash and debris after each use.
  - User groups are responsible for filling out the light log if field lighting is used.

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- Coaches and officials are responsible for inspecting the field and batting cages prior to use. User is responsible for informing the Winchester Parks & Recreation Department of any safety issues within 24 hours.
  - User is responsible for turning off lights and locking all gates and press box doors after use.
  - User is responsible for informing all other users participating under this application of the terms and conditions of this document.
- Soccer Fields
- User is responsible for informing all other users participating under this application of the terms and conditions of this document.
  - All maintenance requests must be made in writing at the time of application.
  - Winchester Parks & Recreation Department will determine if fields are playable during inclement weather. If fields are closed, users are required to stay off the fields. Violations will result in the loss of use of park facilities.
  - User groups are not to tamper with the irrigation system controls or irrigation heads.
  - All activities must end at dusk.
  - The user group is responsible for picking up all trash and debris after each use.
  - Coaches and officials are responsible for inspecting the field and the goals prior to use. User is responsible for informing the Winchester Parks & Recreation Department of any safety issues within 24 hours.
  - All tools and equipment must be cleaned and placed neatly back into the shed or building.
  - See Facility Use Application page for details on field lining.
- BMX and R/C Car Track
- Winchester Parks & Recreation Department will determine if track is usable during inclement weather. If track is closed, users are required to stay off. Violations will result in the loss of use of park facilities.
  - All activities must end no later than 10:00 p.m. or the time agreed upon in this application.
  - The user group is responsible for picking up all trash and debris after each use.
  - User groups are responsible for filling out the light log if track lighting is used.
  - Track officials are responsible for inspecting the track prior to use. User is responsible for informing the Winchester Parks & Recreation Department of any safety issues within 24 hours.
  - Tobacco use is prohibited around all tracks and bleacher/spectator areas.
  - User is responsible for turning off lights and locking all gates, electrical panels and facility doors after use.
  - User is responsible for informing all other users participating under this application of the terms and conditions of this document.
- Horseshoe Courts
- All tools and equipment must be cleaned and placed neatly back into the shed or building.
  - Special maintenance requests must be made in writing at the time of application.
  - Winchester Parks & Recreation Department will determine if courts are usable during inclement weather. If courts are closed, users are required to stay off. Violations will result in the loss of use of park facilities.
  - All activities must end no later than 10:00 p.m. or the time agreed upon in this application.

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- The user group is responsible for lining the field before each game.
  - The user group is responsible for picking up all trash and debris after each use.
  - User groups are responsible for filling out the light log if court lighting is used.
  - Event officials are responsible for inspecting the courts prior to use. User is responsible for informing the Winchester Parks & Recreation Department of any safety issues within 24 hours.
  - User is responsible for turning off lights and locking all gates, electrical panels and facility doors after use.
  - User is responsible for informing all other users participating under this application of the terms and conditions of this document.
- Tennis Courts
- Special maintenance requests must be made in writing at the time of application.
  - All activities must end no later than 10:00 p.m. or 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.
- Basketball Courts
- Special maintenance requests must be made in writing at the time of application.
  - All activities must end no later than 10:00 p.m. or 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.

R = City Resident      NR = Non-City Resident      NP = Non-Profit      C = Commercial

Facility	CAP	HOURLY			
		R	NR	NP	C
Large Baseball/Softball Field **	300-1,500	\$21	\$24	\$18	\$28
Small Baseball/Softball Field**	150-500	\$17	\$20	\$14	\$23
Soccer Field	250	\$17	\$20	\$14	\$23
Outdoor Basketball Court**	200	\$7	\$8.50	\$5	\$9
Tennis Courts**	100	\$7	\$8.50	\$5	\$9
Horseshoe Courts**	200	\$7	\$8.50	\$5	\$9
R/C Car Track**	200	\$7	\$8.50	\$5	\$9
BMX Track**	200	\$7	\$8.50	\$5	\$9

All Day Baseball / Softball Field Rental (7am – 11pm) \$150.00

- Includes prepping the field, lining the field and lights

\*2 hour minimum

\*\*\$10/hour additional fee for lighting

**Fields**

Large – Bridgeforth, Bodie Grim, Eagles, Preston

Small – Rotary, Yost, T-Ball, Henkel Harris

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### Athletic Facility Use Application

Application Date

Event Date: \_\_\_\_\_ Hours of Event: From \_\_\_\_\_ am/pm To \_\_\_\_\_ am/pm  
(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: \_\_\_\_\_ User Group Category (circle one): 1 2 3 4  
(See below for User Group Description)

Size of Group/Estimated Attendance: \_\_\_\_\_  
(Note: If group exceeds room 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:
- Bridgeforth Field
  - FOE #824 (Eagles) Field
  - Yost Field
  - Henkel Harris Field
  - R/C Car Track
  - Tennis Courts
  - Friendship Soccer
  - Whittier Soccer #2
  - BMX Track
  - Bodie Grim Field
  - Preston Field
  - Rotary Field
  - T-Ball Field
  - Horseshoe Courts
  - Basketball Courts
  - Whittier Soccer #1
  - Weaver Soccer
  - Other: \_\_\_\_\_

- Baseball/Softball Field Lining: Field lined before start of event only. Touch ups done on own.  
 Yes (\$10.00 additional fee)  No  
Specifications: \_\_\_\_\_
- Baseball/Softball Field Lights  
 Yes (\$10.00 additional fee)  No
- Soccer Field Lining: Field lined before start of event only. Touch ups done on own.  
 Yes (\$20.00 additional fee)  No  
Specifications: \_\_\_\_\_

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**Types of User Groups**

City business, other governmental agencies and leagues have priority use. For the purpose of scheduling all other events and determining fees, groups will be classified as shown below. See the description below for the definition of each user group.

Group 1: Partnering and Non-profit Organization and/or Agency

Group 2: General Public-Resident

Group 3: General Public-Non-Resident

Group 4: For-Profit Individual, Organization and/or Business

**Facility Rental Fees:** See current Facility Fee Schedule for a full list of fees.

**Cleaning/Security Deposit**

A security deposit of \$50 may be required. The security deposit must be paid ten (10) business days in advance of the date of your event and will be returned in full within 14 business days if the facilities are left in satisfactory condition.

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

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

Winchester Parks & Recreation Department  
c/o Sports & Athletics  
1001 East Cork Street  
Winchester, VA 22601  
Questions? Call 540-662-4946 or 540-667-2699

I agree to pay additional fees for use beyond the original time agreed upon. \_\_\_\_ (initial)

This agreement 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 comply with all applicable federal, state, and local laws, rules and regulations.

The Applicant shall indemnify, defend and hold harmless the City of Winchester, VA, its officers, employees, agents, and representatives there of from all suits, actions, claims of any kind, including attorney's fees brought on account of any personal injuries, damages or violations of rights sustained by any persons or property in consequence of any neglect in safeguarding contract work, or on account of any act or omission by the Applicant or his employees or participants or from any claims or amounts arising from violation of any law, bylaw ordinance, regulation or decree.

I have read, understand and agree to abide by the Athletic Use Rules and Guidelines 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.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_