



Athletic Facility Use Application

**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@ci.winchester.va.us • www.winchesterva.gov/parks**

Making a Reservation

Revised 12/11

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 of \$200 or more, a 30% deposit is required to reserve the reservation.
- 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.
- Minimum 30 days advance notice is required for rental of Winchester Public School gymnasiums.
- 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. If requesting a Winchester Public School facility, they must be listed as additionally insured as well. 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

It is the responsibility of the applicant to complete a checklist with the recreation attendant or park staff at the conclusion of the event. 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.

Some items that will be reviewed by park staff:

- The facility is left in its original condition.
- All furnishings shall be left undamaged.
- All Winchester Parks and Winchester Public School facility equipment is returned to its original location.
- Number of people at the event does not exceed the space that is being rented.
- 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 under the Special Events – Hosting an event tab. All special event applications should be returned to the Winchester Police Department at 231 E. Piccadilly 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 two (2) business days prior to the scheduled event. A **30%** administrative fee will be retained. Cancellations made within three (3) business days 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 rental 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, Winchester Public Schools and community partners have first priority use of all facilities.
- Applicant is responsible for reporting to the Park Ranger or facility attendant upon arrival and check out. User is responsible for going over and signing the facility checklist with the Park staff or Recreation Attendant 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.
- 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 facility staff.
- 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, R/C Car Track, horseshoe courts, the War Memorial Building & Active Living Center, Christianson Familyland, Wilkins Lake and the outdoor pool facility and other park facilities where no tobacco signage is posted. School facilities have more specific Tobacco Policies that are listed under the school specific section of this document.
- Alcoholic beverages are not permitted at any park facilities as well as any Winchester Public School facilities.
- 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. 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. If using a school facility, Winchester Public Schools needs to be listed as additionally insured as well. The endorsement must be issued by the insurance company. A notation on the certificate of insurance is not sufficient. A copy of the policy shall be provided at the time of application. Insurance is not required for small gatherings including parties, reunions, etc. unless those in the group are conducting business or selling products.
- 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 is responsible for providing supervision at a ratio of 10-to-1 for all children under the age of twelve (12) at all facilities. Supervisor must be at least eighteen (18) years of age and be present at the facility.
- 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.
- The Applicant agrees to enforce all facility rules.
- 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. Excessive noise will result in applicant's forfeiture of future facility use.
- 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.
- 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.
- Applicant is responsible for informing the Winchester Parks and Recreation of any injuries to participants or damages to the department facilities during user activities.
- Permission to use park or school facilities will not be given to:
 - Any meeting or activity that materially and substantially interferes with the orderly conduct of recreation or educational activities within the parks or schools;
 - Any meeting or activity at which unlawful conduct is likely to occur;
 - Any meeting or activity that threatens order and discipline on park or school premises; or
 - Any meeting or activity that threatens the well-being of students, patrons or staff.

Parks and Recreation Facilities

- 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 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.
- 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 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 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 the time agreed upon in this application.
 - 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 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 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.

Winchester Public School Facilities

- Winchester Public School facilities are restricted to athletic rentals by organizations who can abide by the insurance requirements. No private rentals will be permitted.
- In the condition of a conflict between Winchester Parks and Recreation rule and a Winchester Public School rule, the Winchester Public School rule will supersede for any school facility reservation.
- 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.



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: _____

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.)

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- Facilities Requested:
- Bridgeforth Field
 - FOE #824 (Eagles) Field
 - Yost Field
 - Henkel Harris Field
 - Horseshoe Courts
 - Basketball Courts
 - Friendship Soccer
 - Whittier Soccer #2
 - VACDES ___ Gym ___ Grounds
 - Quarles ___ Gym ___ Grounds
 - Frederick Douglass ___ Gym ___ Grounds
 - John Kerr ___ Grounds
 - DMMS ___ Main Gym ___ Aux. Gym
 - ___ Main Field ___ Front Field ___ Back Field
 - Bodie Grim Field
 - Preston Field
 - Rotary Field
 - T-Ball Field
 - Tennis Courts
 - BMX Track
 - Whittier Soccer #1
 - Weaver Soccer

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. 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: _____

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

Cleaning/Security Deposit

This fee must be paid ten (10) business days after your usage if you have left the facility in unsatisfactory condition. It is the responsibility of the applicant to complete a check with the recreation attendant or park staff at the conclusion of the event. If the facility is not left in satisfactory condition, you will be charged time/materials to return the facility into original condition. No future reservations can be made until the fee is paid.

I understand I am responsible for my set up and clean up. ____ (initial)

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

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 540-667-4946

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.

Signature: _____ Date: _____

FOR OFFICE USE ONLY			
Room Use:	<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	_____ Date _____
WPRD Representative Signature			
Date Received:	_____	Date Applicant Notified:	_____
Date Rental Fee Paid:	_____	Amt \$ _____	Rec# _____
Date Deposit Paid:	_____	Amt \$ _____	Rec# _____
Checklist received	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Any unusual cleaning or damage? <input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please document (written & photos) and attach document to application.			
Date of refund:	_____	Amt \$ _____	Staff Initials: _____