

City of Troy

Recreation & Parks Departments Athletic Field Use Policy

(Revised 12/20/07)

Purpose

The City of Troy Recreation Department and Park Department are committed to meeting the recreation and leisure needs of the community. This policy has been established to monitor, control and prioritize facility usage in a fair and non-discriminatory manner.

Scheduling Priorities for Facility Usage

The scheduling of use by community organizations and other agencies of City facilities are based on the following criteria:

- Level of affiliation to City of Troy Recreation Department and programs
- City of Troy residency *
- Level of broad based benefit for Troy residents

Approval of requests for use will be evaluated based on the organization classification in the following order and availability of fields:

- Category A: City of Troy Recreation Department Programs
- Category B: Troy Public and Private Schools and their affiliated programs. (Booster Groups, Parents Association, events, camps, tourneys, etc.)
- Category C: Troy Athletic Boards or Troy Associations with an organized governing board with organizational bylaws and a 5 01(C) (3) status. Troy Non-profit organizations with official mailing address (no p.o. boxes) located within Troy Corporate limits.
- Category D: Fundraisers in which for-profit organizations or residents located within Troy corporate limits receive direct benefit. Teams not affiliated directly with an organized athletic board or organization with bylaws and having 66% or more of players on the team residing in Troy School District or requests by City of Troy residents and businesses for private use.
- Category E: Other organizations, groups or individuals that do not qualify for Categories A-D status.

*Resident is defined as a person or business who lives within the City of Troy corporation limits. This is different than a Troy mailing address.

*Verification of residency, non-profit status and scope of usage (purpose, participants and benefactor) must be submitted with each use request. Non-Profit organizations must have a tax identification number, an organized governing board and organizational bylaws, and be willing to provide copies upon request.

* If a request for field usage is reviewed and approved by one or both boards, the event takes precedent over the field from any later requests unless it is needed for use by the City of Troy.

Schedules

All requests for facility usage must be received in writing with exact dates and times. The request must be accompanied with official team rosters with addresses, hold harmless agreement (categories B thru E), certificate of insurance(categories B thru E) and a copy of coaches' background checks (if applicable) for scheduling priorities. Any agencies that have performed their own background checks must provide a copy of the results thereof to the City of Troy for all coaches who they have had a background check performed on. (If a background check is needed to be done by the Recreation Department, this fee must be paid by the applicant) Requests will be accepted the first business day of the new calendar year but no later than four (4) weeks before the start of their program. The scheduling of facilities will follow the procedures outlined under "Scheduling Priorities" section of this policy. Special event requests may be accepted prior to the first business day of the year.

User Fees

Fees for facility usage are waived for categories A thru C.

Fees for facility usage will be calculated as follows for categories D & E.

Baseball/Softball

Category D	Category E
\$20 per game, \$30 per doubleheader or \$100.00/field/day Field prep not included	\$25 per game, \$40 per doubleheader or \$125.00/field/day Field prep not included

Soccer

Category D	Category E
\$15 per game or \$75.00/field/day	\$20 per game Or \$100.00/field/day

Football/other (eg. Rugby, Lacrosse, Tennis etc.)

Category D	Category E
\$25 per game Or \$125.00/field/day	\$30 per game Or \$150.00/field/day

Light Fees

- ◆ Light usage fee of \$20/game for Categories B, C, D, and E.
- ◆ Lights are not available for use during practices.

Field Lining Fee (Applicable for categories B, C, D and E.)

- ◆ U10 Soccer Field \$15.00/application Initial Lining: \$50
- ◆ Full Size Soccer Field \$20.00/application Initial Lining: \$50
- ◆ Football Field \$30.00/application
- ◆ Baseball/softball field \$10.00/lining/field

*Minimum Refundable deposit of \$100 is due with final payment prior to event

The Park and or Recreation Boards have the right to waive usage and or lighting and field prep fees at its discretion.

*Litter Control: All litter from the event shall be bagged or containerized and placed in or next to existing refuse containers.

Restricted Activities

Alcoholic beverages are not permitted within City or Park facilities

Denied Request

Requests for City of Troy Parks & Recreation Department fields will be refused when any of the following factors exist, as determined by staff:

1. **Risk and Liability** – Activities deemed by Miami Valley Risk Management and/or the City Law Director that involve high risk to participants or high liability to the City of Troy.
2. **Delinquent User or Group** – An individual, group or organization that has demonstrated the inability to follow the rules and regulations of the facility; respect staff, patrons or the facility and/or the inability to make restitution for damages from previous facility use.
3. **Right to Exclude** – The City of Troy reserves the right to exclude any program/activity that is determined to be detrimental to existing city programs and activities or is not in the best interest of the city and its residents.
4. User and/or light usage fees have not been paid per the established criteria.
5. Parks Superintendent or his designee may cancel scheduled event to negate damage to fields.

Rainout and/or makeup dates must be approved by the Recreation Department

Receipt # _____

Receipt # _____

City of Troy Recreation Department Facility Request

NAME OF ORGANIZATION: _____

ORGANIZATION REPRESENTATIVE: _____

EVENT REPRESENTATIVE: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP _____

PHONE (H) _____ (W) _____ (C) _____

FACILITY/FIELD(S) REQUESTED: _____

DATE(S) _____ DAY(S) _____

HOUR(S) _____ LIGHTS NEEDED: YES or NO

NUMBER OF GAMES LIGHTS ARE NEEDED: _____

PURPOSE: _____

Scoreboard Use? Y or N PA Sytem Use? Y or N Fields Lined: Y or N

*Litter Control: All litter generated from the event shall be bagged or containerized and placed in or next to existing refuse containers.

I (We) assume full responsibility for any damages to City of Troy equipment and/or property that occur as a result of the requested use. Furthermore, I (We) understand that City of Troy, its staff, its boards and members of the Parks Department and Recreation Department, will not be held liable for any injury or damage which may occur to me, my guests, and/or members of the above-named organization and our property during our requested use of the facility. All applicants must provide a Certificate of Insurance per the attached outline requirements.

SIGNED: _____ DATE: _____

APPROVED _____ DATE: _____

Category: A B C D E

Single Use Seasonal Use Tournament Use Camp/Clinic Use Other _____

50% of fees plus background check fee of \$40 per coach(All Non-refundable) is due at contract signing.

Remaining 50% due one week prior to the first day of the event.

FEE \$ _____ (At Contract Signing) Fee \$ _____ (1 Week before Event)

CASH _____ CHECK _____ CREDIT CARD _____ OTHER _____

CREDIT CARD # _____ EXP. DATE _____

SIGNATURE: _____

Producer shall be responsible for carrying the required liability insurance policy with a minimum amount of \$1,000,000 per occurrence with an additional \$1,000,000 excess liability. Certificate of Insurance must be provided to Hobart Arena no later than two weeks prior to scheduled event for review by the City of Troy's risk management group. Also, the attached "Hold Harmless Agreement" must be signed and returned two weeks prior to scheduled event.

Basis

-All coverage shall be written on an occurrence basis.

Insurance Company Rating

-Insurance company must have an AM BEST rating of A- or better.

City of Troy Named as Additional Insured

-The additional insured language, which must be on insurance certificates as follows:

"The following are additional insured: The City of Troy, Ohio, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers, thereof. Coverage shall be primary to the additional insured and not contributing with any other insurance or similar protection available to the additional insured whether other available coverage be primary, contributing or excess."

Location: Requested Site for Use

Effective Date: Date(s) of Event

Cancellation Notice

-Producer shall provide, during the life of the contract, or for a longer period as stipulated herein, the coverage as described above, which shall include an endorsement stating the following: "Thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Hobart Arena, Director of Recreation, 255 Adams St., Troy, Ohio 45373."

Coverage Expiration

-If any of the above coverage expires during the term of this contract, the producer shall deliver renewal certificates and/or policies to the Hobart Arena at least ten days prior to said expiration date.

HOLD HARMLESS AGREEMENT

The Contractor/Producer shall hold harmless, defend and indemnify the City of Troy, Ohio, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof against all claims, suits, actions, costs, counsel fees, expenses, damages judgments, or decrees, of every name and description, by reason of any person or persons or property being damaged or injured by the Contractor/Producer or any of his Subcontractors, or any person employed under said Contractor/Producer, or under any of his Subcontractors, or in any capacity during the progress or arising or growing out of the event, whether by negligence or otherwise.

Sealed and signed this _____ day of _____, 20____.

Name of Contractor, Producer or Company: _____

Address of Contractor, Producer or Company: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Phone: _____ Fax: _____

Witness to Signature: _____

RULES AND REGULATIONS FOR ALL TOURNAMENTS, LEAGUES, ETC. HELD

AT CITY OF TROY FIELDS

These rules will and must be reviewed with all coaches, representatives and players before the tournament/league is held.

ANY PLAYER OR TEAM THAT VIOLATES THESE RULES WILL NOT BE PERMITTED TO PARTICIPATE IN A LEAGUE TOURNAMENT OR EVENT HELD AT A CITY OF TROY RECREATIONAL FACILITY.

1. By City of Troy Ordinance, there will be **NO** alcoholic beverages of any kind permitted.
2. The Event Representative will stop play of all games if it begins to rain, the grounds are soft and muddy or it begins to lightning.
3. There will be **NO** digging holes at home plate with cleats on baseball/softball fields.
4. Abusive language will not be tolerated at any time.
5. The Event Representative should have teams pick up trash and put it in the trash cans that are provided.
6. If scoreboards are going to be used, the Event Representative must provide a person to run the equipment. The Event Representative will also take full responsibility for the care of the equipment and the cost of any broken or stolen equipment.
7. Damage done to the facility directly attributed to tournament/league personnel, either team or spectator, will be charged to the Event Representative involved. If property damage is done to the lights, restrooms, fences, conference room, or other physical facility, the Event Representative will be liable and pay the cost of the repair or replacement.
8. There will be **absolutely no** jumping over the fence to get the ball that has bounced over or hit over the fence.
9. There will be **absolutely no** hitting balls into the backstop fences.
10. Parking will not be permitted in any areas other than designated parking lots. There will be no parking permitted in the grass.
11. Setting up of tents, canopies, campers, etc. will not be permitted.
12. Certificate of Insurance must be provided to the City of Troy with the application and must include the language required by the City of Troy.

I have read, understand and will abide by these rules and regulations that were set up by the Troy Recreation Board.

Date

Signature of Event Representative

Signature of Team Captain

City of Troy Recreation and Park Department
 Waiver and Release of Liability and Indemnification Agreement
 Official Team Roster

Team Name _____ League _____ Program or Association _____

I agree to play with the above mentioned team for the playing season of _____. I release, discharge and agree not to sue and do hereby expressly waive and release any and all claims of whatever nature against the team and league or any other entity designated below, the City of Troy, Troy Recreation Department, Troy Recreation Director, the supervisory staff, or their agents or servants, or any person or entity connected with the team, league, field, damages, costs or cause of action which I have or may in the future have as a result of injuries or damages sustained or incurred by me from whatever cause including but not limited to the negligence, breach of contract or wrongful conduct of the parties hereby released.

Print Name Address Zip Phone DOB Signature

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I, _____, being the team manager of the above-mentioned team, do hereby certify that all signatures on this official team roster are original, that only those individuals signing above shall participate in the team activities and that failure to have a player personally sign the roster may subject the manager and player to suspension.

Name Address Zip Phone
 Signature

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City of Troy Recreation Department Screening Application and /Release Disclosure Statement

This is to notify you that in connection with your interest in coaching on City of Troy fields, reports may be requested from USIS Commercial Services ("USIS"). Such reports may contain public record information concerning your driving record, criminal records, etc., from federal, state and other agencies which maintain such records.

You have the right to make a request to USIS, upon proper identification, to request the nature and substance of all information in its files on you at the time of your request, including the sources of information and the recipients of any reports on you that USIS has previously furnished within the two-year period preceding your request.

I AUTHORIZE, WITHOUT RESERVATION, USIS, AND ANY PARTY OR AGENCY CONTACTED BY USIS, TO FURNISH THE ABOVE MENTIONED INFORMATION.

I hereby waive, release and discharge City of Troy Recreation Department, all employers, Organizations and individuals, and any other persons or entities from liability for all damages and losses of whatever kind of nature, except liability of willful or intentional acts that may result from compliance or attempts to comply with this authorization.

USIS is authorized to disclose all information obtained to the requesting entity. By signing below, I certify that I have read and fully understand this release, that prior to signing I was given an opportunity to ask questions and to have those questions answered to my satisfaction, and that I executed this release voluntarily and with the knowledge that the information being released could affect my applications for coaching on City of Troy fields.

Print Name Signatur e

Current Address City, State, Zip

Social Security Number Date of Birth