

SEASON TIME-LINES

Spring: April- Mid-June (Applications accepted after January 15th)
Summer: Mid-June-August 31st (Applications accepted after April 15th)
Fall: September-Mid November (Applications accepted after July 15th)



RECREATION DIVISION

424 Route 28
West Yarmouth, MA 02673
P. 508-398-2231 x.1520
F. 508-790-9152

FIELD CONTRACT

1. **LOCATION:** (circle one)
Homer Park Fields: Front Soccer Back Soccer Adult Softball Basketball Youth Softball
Sandy Pond: Soccer Softball Tennis Flax Pond: Pickle Ball
Simpkins Field: Soccer Field Hockley Mattacheese: Front Soccer Back Soccer Baseball
2. **ONE TIME USAGE DATE:** _____
3. **START OF SEASON DATE:** _____ **END OF SEASON DATE** _____
4. **DAY(S) OF THE WEEK:** _____ **TIME:** _____
5. **TYPE OF PRACTICE/GAME/EVENT:** _____
6. **NAME OF RENTER** _____
SCHOOL/ ORGANIZATION: _____
Address _____
Phone: _____ Email: _____
7. **NUMBER OF PARTICIPANTS/GUESTS:** _____
8. **INSURANCE PROVIDER (\$1,000,000 per occurrence and \$3,00,000 in aggregate naming the Town as additionally insured)**
 - a. Company name and number: _____
 - b. copy of liability insurance must be provided to Recreation office with permit

9. <u>COST:</u> (Filled out by office)	Town/School Category 1	Non-Profit Category 2	Family/Business Category 3
- How many fields needed	_____	_____	_____
- Field/Court Rental Fee	\$ _____	\$ _____	\$ _____
- Lining of infield (games)	\$ _____	\$ _____	\$ _____
- Lining for Season	\$ _____	\$ _____	\$ _____
- Lining for Tournament	\$ _____	\$ _____	\$ _____
- Light Usage (\$55per hour)	\$ _____	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____	\$ _____

10. **PAYMENT:** (circle one) check cash credit card(a)
 - a. Please see attached credit card authorization form for completion and to secure reservation.
 - b. Payment is due _____ (filled out by office)
9. **AGREEMENT:**
 - a. I have carefully read the rules and regulations attached and fully understand the content. I accept responsibility for proper use of the facilities and for the actions and conduct of the group using Town of Yarmouth facilities for this function. I agree to provide adequate adult supervision at all times during the use of the facility. I will assume responsibility for all fees, charges, and damage claims resulting from such use of the facilities.

OFFICE USE:

Approval/Disapproval: This application is **APPROVED / DENIED** and reservations made according to the above information with the understanding that Town of Yarmouth rules and regulations will be followed.

Name _____ Title _____
Signature _____ Date _____

Facility Usage Agreement

Agreement made this ____ day of _____, 19__ by and between the Town of Yarmouth (“the Town”) and _____ of _____ on behalf of _____ (“the organization”) for use of the field(s)/facilities identified on the attached Application for Use of Facility Form on the dates and times specified therein and upon payment of the listed charges, if any.

Witnessed as follows:

1. That the organization shall use the facilities in strict compliance with all applicable laws, rules, ordinances, regulations, and by-laws pertaining to said facilities, including but not limited to the Massachusetts General Laws (M.G.L.), By Laws of the Town of Yarmouth, and Rules and Regulations of the Yarmouth Board of Health and Yarmouth Department of Public Works (D.P.W.); and Policies of the Yarmouth Board of Selectmen and Recreation Commission as they now exist or may hereafter be altered, amended, or promulgated.
2. The organization shall use the facilities in a safe and proper manner and only for the purposes for which they are intended. No unauthorized use of the premises shall be made by the organization or any of its representatives, participants, servants, agents, or employees.
3. Neither the organization nor its members, servants, agents, or employees shall cause, permit, or suffer any damage or waste (except normal wear and tear) to the reserved facilities and/or surrounding premises, structures, outbuildings, or Town signage or equipment. In the event of any breach of the terms of this paragraph, the organization shall be responsible to do the following:
 - (a) Immediately report said damage or waste to the Recreation Division;
 - (b) Repair such damage or remove waste under the supervision of the DPW in a good and workmanlike manner within such time limits and upon such terms and conditions as may be required. In the event that the organization shall fail to repair such damage or waste as foresaid, the Town shall at its election either repair the damage or contract with outside agents for the repair of same and the reasonable charges for such repair work shall become the responsibility of the organization which shall pay the same forthwith upon presentation of the bill/invoice from the Town or agent.
4. No organization shall allow any other group, individual, or entity not a member or affiliate of the organization to utilize the facility during the time it is reserved by such organization. It is expressly agreed and understood that any rights to the facility(ies) conferred by this agreement are not assignable by the organization without the express written permission of the Town and only upon such terms and conditions acceptable to the Town, including but not limited to the payment of fees and charges.
5. No organization shall do or cause to be done any maintenance or repairs on the fields, structures, or accessories thereto without the express permission of the Director of Parks & Cemeteries or his designee.
6. The Town of Yarmouth assumes no liability for any injuries to persons or damage to property resulting from the use of Town facilities by an individual, group, association, entity, or organization, resulting from the use of Town property, facilities, or equipment.
7. All rubbish, trash, or litter created by users of Town facilities must not be left on the fields, courts, or open areas and shall be placed in proper refuse containers.
8. Except as provided herein, the Town shall not be responsible for providing any user of Town facilities with any equipment. Any such equipment provided by the user shall be in safe condition, proper working order, and shall be used in a manner consistent with manufacturers suggested use/recommendations.
9. The user of the facilities, or its representative(s) shall be responsible to inspect the fields and attendant structures prior to usage thereof to insure that the same are in a safe condition and ready for play. Any hazard or potential hazard should be removed if feasible; if not, the condition should be immediately reported to the Recreation Division and or Parks Division and play should be suspended until the hazard or dangerous condition is corrected.
10. No person shall possess or consume any alcoholic beverages as defined by MGL Chapter 138-1, as amended, within the limits of any park, playground, public land, public building or facility.
11. Any malfunctioning equipment shall be forthwith reported to the Recreation and/or Park Division and shall not be used by the organization while in a defective or unsafe state.
12. In emergency circumstances, field usage may be suspended, including but not limited to emergency maintenance by the Town, its servants, agents, or employees. The Town has discretionary authority to postpone or cancel any and all events under such circumstances to insure the safety of the general public, including participants.
13. The Town may request a reasonable security deposit to be determined on a case by case basis by the Recreation Director to insure compliance with the terms hereof. In determining whether or not a security deposit should be charged, the Recreation Director shall consider the following:
 - (a) The level of responsibility demonstrated by the organization in the past with respect to rental/use of municipal facilities;
 - (b) Whether the particular program is sponsored by the Town;
 - (c) The facility being reserved with due consideration being given to its condition;
 - (d) The length of time that the organization has been in existence and its composition of residents from the Town; and
 - (e) The nature of the activity to be conducted on Town facilities.
14. In the event that a security deposit is required, and the user of the facilities causes damage to the same, all or part of the security deposit shall be forfeited to the Town. If the cost of repair exceeds the amount of the security deposit, the organization shall be responsible for the balance and forthwith pay the same upon presentation of a bill for such damage by the Town. Damage to Town facilities or unlawful or improper use of same by an organization may eliminate or limit the applicant’s ability to obtain field usage permits in the future and/or may result in increased security deposits for future facility reservations.
15. In the event that the facilities are not damaged by the organization and are left in good condition, the security deposit shall be returned following an inspection by the Recreation Director and/or Parks & Cemeteries Director. Refunds of security deposits will be processed as soon as practical.
16. The Recreation Division reserves the right to request (and the organization shall be required to furnish upon such request) proof of eligibility for use of the facilities by the organization (i.e. rosters, proof of residency, league charters or other organizing documents, articles of organization, etc.).
17. All vehicles shall be parked in designated parking spaces only.
18. No animals shall be allowed at the facility at any time.
19. The person signing on behalf of the organization represents and warrants that he/she has the authority to enter into this agreement on behalf of said organization.

Renter Signature

Date

Field Closures and Equipment Procedures

1. Both the Recreation and Parks Departments have the right to close the fields if they are deemed unplayable due to weather conditions, field conditions or any other conditions deemed unsafe or unplayable.
 - a. Town Staff are not always available to check field surfaces, it is up to the organization/renter to stop play on fields with standing or pooling water.
 - b. If it is found that the organization/renter has played on the field in the above conditions, and has caused damage to the fields, the organization/renter's permits can be revoked without refund and said organization/renter can be assessed the fees to repair the damage

2. All organizations/renters are responsible for locking up goals, sheds, and/or any other equipment used.
 - a. Failure to secure goals in their proper locations can result in your permits being revoked without refund.
 - i. If it is found that goals/sheds were not secured properly which resulted in loss of chains, locks, or equipment, the organization/renter will be charged the cost of replacing chains, locks and equipment.

Organization/Renter Signature

Date

I have carefully read the above rules and regulations and fully understand the content. I accept responsibility for proper use of the facilities and for the actions and conduct of the group using Town of Yarmouth facilities for this function. I agree to provide adequate adult supervision at all times during the use of the facility. I will assume responsibility for all fees, charges, and damage claims resulting from such use of the facilities.