



## Tolland Recreation Department Natural Field Usage Policy

This policy is intended to be the guideline for managing the priority and usage of natural grass fields in the Town of Tolland. This policy has been approved and is administered by the Tolland Recreation Department. The purpose of this policy is to ensure that natural grass fields are not adversely impacted by overuse. If the Tolland Recreation Department determines that an overuse condition exists, that Department will reserve the right to restrict issuance of approval.

**Season Approval:** The Town of Tolland's natural grass fields are reserved for the use of approved Town of Tolland based organizations only. Use of natural grass playing fields requires prior approval, which is issued by the Town of Tolland Recreation Department. The Tolland Recreation Department will begin accepting applications starting March 1<sup>st</sup>.

The application to request approval for the seasons is found on page 3 of this policy. Only organizations that are based in the Town of Tolland and have an 80% membership of Tolland residents are eligible to apply. Groups without approval from the Tolland Recreation Department are not permitted to use Tolland's natural grass fields and may be subject to fines in accordance with Section 112-8 of the Tolland Code.

**Event Approval:** The Town of Tolland's natural grass fields are available to use for a one-time event for both Tolland and Non-Tolland based organizations. Natural grass field usage for both Tolland and non-Tolland based organizations can be requested through the application process (**Attachment A**) and sent to the Recreation Director for consideration for the event. Based on the organization applying there may be a fee charged as described in the Fees section of the policy. Liability Insurance Coverage naming the Town of Tolland as an additional insured for a minimum of (1) one million dollars is required and must be submitted before the facility request will be approved. Exceptions to the above requirements, including changes to the insurance requirements, is subject to the sole discretion of the Town of Tolland.

**Priority Usage:** Approvals are issued based on the following priorities:

**Field Maintenance:** The Town of Tolland Recreation Department is responsible for determining when field maintenance is needed and will determine when fields may be opened following adverse weather. Approved users are expected to stay off fields during maintenance down time and when fields are closed due to weather conditions. Those who use the field during these times may be subject to fines in accordance with Section 112-8 of the Tolland Code.

**Approved Season Applicants:** All Tolland based organizations that have been approved by the Recreation Department for season use, will adhere to the rules and guidelines of the natural grass fields listed in this policy. Failure to follow the rules and guidelines can result in removal from the approved list for the season. Priority will be given to organizations, with discretion by the Recreation Director, that have worked collaboratively year round with the Recreation Department in terms of upkeep, volunteer maintenance, and funding for upgrades. The fields rely heavily on donations and volunteer hours of these organizations to keep the fields useable. The Recreation Department reserves the right to waive any fees deemed necessary.

**Approved Events:** Tolland and Non-Tolland Based Organizations could apply to use the Tolland's natural grass field for use with approval from the Recreation Department. Priority will be given



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to organizations that are approved for the season and approval for events will be based on availability. All applications will be reviewed and approved at the discretion of the Recreation Department.

**Fees:** Found on application

### **Rules and Guidelines:**

1. Complete the request for rental form legibly, make sure all information is provided to prevent delay of response. Requests for use will be processed on a first come first served basis with recognized Tolland groups given priority.
2. This form is a request until it is approved and required fees are paid and proof of insurance provided. Submitting a request is NOT a guarantee of availability or approval. Requests for use are reviewed based on town policy, facility and staff availability. The Town reserves the right to deny any rental which is deemed inappropriate. The Town reserves the right to deny rentals on holidays.
3. Requests for field use should be submitted at least (2) two weeks prior to the date requested. No one under the age of 21 may enter into a use agreement for the purpose of securing a field rental.
4. Liability Insurance Coverage naming the Town of Tolland as an additional insured for a minimum of (1) one million dollars is required and must be submitted before the facility request will be approved. Exceptions to the above requirements, including changes to the insurance requirements, is subject to the sole discretion of the Town of Tolland.
5. Each rental customer shall appoint one contact person for communication purposes. Communications between Town staff and individuals other than the contact person shall be regarded as informal discussions and are not considered binding.
6. If approved this is a contract between the Town and the Renter only. Under NO circumstances can the facility be sub leased at any time.
7. The activity listed on the permit is the only activity approved by the Town for field use. Any changes to the activity must be approved in advance by the Town. All changes, postponements or cancellations must be arranged and agreed upon in writing.
8. The Town of Tolland may require additional permission, permits, fees and security deposits in some cases. The Town reserves the right to increase the fee based on the size and nature of the activity. If Public Safety coverage, additional trash cans or porta johns are needed for an event there will be additional costs to be paid by the renter.
9. Special accommodations and requests may be approved by the Recreation Advisory Board.
10. The Town reserves the right to cancel any facility use agreement to those facility users not abiding to the Governor's Executive Orders. Update orders can be found at:

<https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/youth-sports.html>



# Tolland Recreation Department Field Usage Application

(A minimum 2 weeks notice is required for field preparation)

Applicant/Organization Name:	Applicant/Organization Address:
Applicant Phone: (C) _____ (H) _____	Email Address:

## Activity Information

<b>Location Requested:</b> <input type="checkbox"/> Birch Grove <input type="checkbox"/> Crandall Park 1 <input type="checkbox"/> Crandall Park 2 <input type="checkbox"/> Cross Farms <input type="checkbox"/> Heron Cove <input type="checkbox"/> Lion's Field <input type="checkbox"/> River Park <input type="checkbox"/> TMS <input type="checkbox"/> Tolland Recreation <input type="checkbox"/> THS	Specific Area Requested:
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Practice Days/Times:	Start/End Date:
Game Days/Times (attach game schedule to application):	Start/End Date:

Average number of participants per team:	Number of teams:	Age group:
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**Please indicate the field Dimension you will require**

**Soccer Fields**

11 V 11     9 V 9     7 V 7     4 V 4     60yds X 25yds     New Layout (See Attached Diagram)

**Lacrosse Fields**

110yds X 60yds     60yds X 40yds     60yds X 35yds     New Layout (See Attached Diagram)

**Other Comments:**

  
  
  

**Fees for field usage:** \$100 per 1.5 hours. This fee is in 1.5 hour increments for a maximum of 9 hours.

**Fees for field light usage:** \$30 per hour. This fee is in 1 hour increments for a maximum of 9 hours. (if applicable)

**The Town of Tolland reserves the right to make any fee adjustments deemed appropriate.**

I agree, on behalf of the organization requesting the use of the above fields, that all coaches and field users will be made aware of the rules for use that were put in place to help keep the fields safe and playable. We agree only to use the fields assigned to us and only during the dates and times requested. We understand using fields that are wet causes compaction which is a major killer of grass and will do our best to stay off them when they are wet. We will provide you with a copy of all team practice and game schedules in a timely manner including those for make-ups and post season play. We will show the coaches how to inspect the fields for safety issues prior to each use and will immediately report any that are found. We agree to help keep the fields clean by properly disposing of trash and picking up litter. We further understand that we will be charged for any damage that may result from our using the above field (s) and that future requests for use of Town fields will be denied if we fail to follow these rules.

Authorized Signature

Date



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### INDEMNIFICATION AGREEMENT

The Contractor shall fully indemnify, defend and hold harmless the Town of Tolland and/or the Tolland Board of Education and all of their respective officers, employees, agents, servants and volunteers to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss or damage of any kind occurring during the term of the agreement and alleged to have been caused in whole or in part by the facility user, and even if caused by the negligence of the Town of Tolland and/or the Tolland Board of Education or any of their officers, employees, agents, servants and volunteers. This obligation shall further apply to:

- (1) actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising, directly or indirectly, in connection with this contract, including any environmental matters, and including the acts of commission or omission (collectively, the "Acts") of the facility user or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the contractor is in privity of oral or written contract (collectively "facility user parties");
- (2) liabilities arising, directly or indirectly, in whole or in part, in connection with this contract, out of the facility user's or facility user parties' Acts concerning its or their duties and obligations as set forth in this contract, and;
- (3) all damages, losses, costs and expenses, including but not limited to, attorneys' and other professional fees, that may arise out of such claims and/or liabilities for personal injury, bodily injury, workers' compensation, emotional injury, death, property damage or any other injury or loss caused in whole or in part by the Acts of the facility user or any facility user's parties.

The facility user hereby covenants and agrees that the Town of Tolland and/or the Tolland Board of Education shall be endorsed on the facility user's policies of insurance as additional insured.

The facility user hereby further covenants and agrees to obtain a policy of insurance, with minimum limits of liability as shown in this Section under rules and guidance #4 containing an endorsement that covers this agreement to indemnify, defend and hold harmless the Town of Tolland and the Tolland Board of Education or any of their officers, employees, agents, servants and volunteers

The facility user hereby further covenants and agrees to obtain an endorsement to said policy of insurance policy that the Contractor's insurance is primary and any insurance obtained, or self insurance provided, by the Town of Tolland and/or the Tolland Board of Education is excess.

The facility user's insurance carrier will waive all rights of subrogation against the Town Tolland and the Tolland Board of Education, and all of their respective officers, employees, agents, servants and volunteers.

The facility user hereby further covenants and agrees to furnish a copy of the insurance policy that meets all of the above requirements before any work or use of the property commences.

**Signature:**

**Date:**