

Form can be mailed, emailed, or dropped off in person. Forms will be processed by the office and reviewed by the Director. Payment is due upon approval.

LOCATION REQUESTED (check all that apply):

- ☐ Pavilion ☐ Field ☐ School Gym
☐ Other: _____

Renter Name (please print): (Renter must be over 25 years of age and copy of ID must be attached)	
Organization/Business Name (if applicable):	
Mailing Address (street, town, and zip code):	
Primary Phone: () _____ This is <input type="checkbox"/> Cell Phone <input type="checkbox"/> Work Phone <input type="checkbox"/> Home Phone	Alternate Phone: () _____ This is <input type="checkbox"/> Cell Phone <input type="checkbox"/> Work Phone <input type="checkbox"/> Home Phone
Email Address:	
Preferred method of contact: <input type="checkbox"/> Email <input type="checkbox"/> Primary Phone <input type="checkbox"/> Alternate Phone	

Date of Event:	Number of people expected:	Description of event:
Will beer or wine be on site? - See Rules p. 4 & Insurance Requirements p. 7 <input type="checkbox"/> No <input type="checkbox"/> Yes		Will you be using outside services (catering, DJ, rentals etc)? See Insurance Requirements p. 7 <input type="checkbox"/> No <input type="checkbox"/> Yes (please specify) _____

PAVILIONS	
Begin time of Event (rental period begins at 10am):	End time of Event (parks close at sunset):
<input type="checkbox"/> Bartlem Park (maximum of 80 people) \$150 <input type="checkbox"/> Lock 12 Park (maximum of 40 people) \$150 <input type="checkbox"/> Cheshire Park (maximum of 80 people) \$150	<input type="checkbox"/> Mixville Park Large Pavilion (maximum of 120 people) \$300 <input type="checkbox"/> Mixville Park Small Pavilion (maximum of 50 people) \$150 <input type="checkbox"/> Both Large and Small Pavilion (by request and/or required for groups over 120 people) \$400

FIELDS/GYMS/COURTS: Detailed schedule <u>must be attached</u> . Include dates, beginning and end times, and specific areas	
<input type="checkbox"/> Bartlem Park	<input type="checkbox"/> Doolittle School
<input type="checkbox"/> Chapman School	<input type="checkbox"/> Quinnipiac Park
<input type="checkbox"/> Cheshire Park	<input type="checkbox"/> Highland School
<input type="checkbox"/> Dodd Middle School	<input type="checkbox"/> Darcey School
<input type="checkbox"/> MacNamara Park	<input type="checkbox"/> Norton School
	<input type="checkbox"/> Youth Center

OFFICE USE ONLY:	
Classification: <input type="checkbox"/> Priority 1 <input type="checkbox"/> Priority 2 <input type="checkbox"/> Priority 3 <input type="checkbox"/> Priority 4 <input type="checkbox"/> Completed Facility Use Request Form in full <input type="checkbox"/> Certificate of Insurance naming the Town of Cheshire as additionally insured <input type="checkbox"/> Signed Indemnification and Waiver <input type="checkbox"/> Payment (if applicable) via cash, check, or credit card	Facility Fee: _____ Date Paid: _____ Reservation Number: _____ Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied Director's signature: _____ Date: _____

INDEMNIFICATION: I/We hereby agree to, at all times, indemnify, defend and save harmless the Town of Cheshire, its agents, employees and public officials from and against all actions, proceedings, damages, judgments, legal fees, costs, expenses and claims which may be brought against or assessed against the Town of Cheshire, its agents, employees, or officials arising out of or related to the use of Town of Cheshire facilities by the organization/person(s) indicated on this application, except when injury or damage directly results solely from the gross negligence or willful misconduct of the Town of Cheshire, its agents, employees, or officials. The existence of insurance shall in no way limit the scope of this indemnification.

I/We have read and understand the rules and regulations established by the Town of Cheshire and the Recreation Department on the use of public facilities and I and my guests will adhere to and comply with the rules and policies set forth by the Town. I/We further agree to be responsible for the payment of the fees as shown and any and all additional costs or fees incurred by us in complying with the aforementioned rules and regulations. The organization supervisor, president, or person whose signature appears on the Facility Use Request Form assumes full responsibility for following the Town of Cheshire Facility Use Policies contained in this document.

Signature of Renter _____ **Date:** _____

COVID-19 DISCLAIMER:

I acknowledge that Town, state and/or federal restrictions change, and the Town reserves the right to cancel any rentals with a full refund of all fees, if necessary, to comply with a change in state or federal restrictions. Renters, by signing this application, agree to comply with the terms and conditions herein and represent and affirm to the Town of Cheshire that:

- As of the date hereof and the date of the facility rental, I/we am/are in good health, with no symptoms of COVID-19, no known exposure in the ten (10) days prior to the rental date to anyone who has tested positive for COVID-19, have not travelled to an Affected State in the ten (10) days prior to the rental date (or have received a negative test result for COVID-19 within 48 hours prior to or since returning to Connecticut) and no medical conditions that place me at increased risk for severe illness from COVID-19. If I develop symptoms of or am exposed to someone having symptoms of COVID-19, I will not attend the event covered by this application. I understand that people living in households with individuals who are 65 years and older OR have higher risk for severe illness from COVID-19 are recommended to stay home. I hereby attest and agree that while using the Town of Cheshire's facilities, I and my guests will adhere to and comply with the rules and policies set forth by the Town, will adhere to and comply with all guidelines published by the United States Centers for Disease Control and Prevention (CDC) and the State of Connecticut pertaining to protection against COVID-19 and I (and my guests) will, at all times, follow the guidelines published by the State of Connecticut to avoid exposure to and protection against COVID-19.
- In using and accessing the Town's property, I and my guests shall comply with all applicable statutes, laws, regulations, codes, rules of orders of or issued by any government body having jurisdiction over the use of the Town of Cheshire facilities, including but not limited to, any Executive Orders issued by Governor Ned Lamont and any Sector Rules adopted and implemented by the State of Connecticut requiring cleaning and/or social distancing practices to combat the spread and infection of COVID-19.
- I acknowledge that an inherent risk of exposure to COVID-19 exists in any public place where people are present. By using the Town of Cheshire's facilities, I and my guests voluntarily assume all risks related to exposure to COVID-19 and expressly, knowingly and voluntarily agree to the maximum extent allowed by law not to hold the Town of Cheshire, its employees, elected and appointed boards and commissions, or its elected and appointed officials liable for any illness or injury. I have read, understand, and agree to the terms and conditions of this waiver/release and have explained its terms to my guests. This waiver/release is effective on the date below and remains in full force and effect until 12/31/24 or the date of the event covered by this application, whichever is later.

Signature of Renter _____ **Date:** _____

ALLOCATION PROCESS

Facility Use Request Application Process: Prior to using Town Facilities, a Facility Use Request Form must be submitted and approved by the Parks & Recreation Department. Form can be emailed, mailed, or dropped off in person. Payment is due upon approval. The purpose of this document is to establish a system for the equitable and orderly distribution of the Town of Cheshire facilities. Once the Facility Use Request Form and accompanying documentation have been submitted, the Director of Recreation or designee will review the application and be in touch with the organization representative regarding status as soon as possible (typically 5 business days).

Allocation of Facilities and Fee Schedule: *Facilities will be allocated in order of priority. Priorities defined below.*

Priority 1: Town of Cheshire and Board of Education sponsored programs and events

Priority 2: Local 501c (3) organizations comprised of at least 80% Cheshire residents*

Priority 3: Individuals and Local 501c (3) organizations comprised less than 80% Cheshire residents*

Priority 4:

- Local athletic group that is not a registered 501c (3)
- Local athletic group comprised of less than 80% Cheshire residents*
- For-profit groups, commercial groups and any other group not defined as Priority 1, 2 or 3.

* "80% Cheshire residents" is based on comparable season's actual registrations not the projected percentage.

FEE SCHEDULE – ALL FACILITIES

FACILITY	Priority 1 & 2	Priority 3	Priority 4
ONE FIELD/COURT	No fee	\$25.00/hr	\$75.00/hr
ONE FIELD/COURT WITH LIGHTS	No fee	\$40.00/hr	\$90.00/hr
SCHOOL GYM (BUILDING SUPERVISOR FEE)	\$15.00/hr Priority 2 only *Fee TBA effective 7/1/24	Available directly through Board of Education	Available directly through Board of Education
BARTLEM PARK PAVILION	Mon. to Fri. – no fee Sat. & Sun. – \$150.00	\$150.00	\$150.00
CHESHIRE PARK PAVILION	Mon. to Fri. – no fee Sat. & Sun. – \$150.00	\$150.00	\$150.00
LOCK 12 PAVILION	Mon. to Fri. – no fee Sat. & Sun. – \$150.00	\$150.00	\$150.00
MIXVILLE PARK LARGE PAVILION	Mon. to Fri. – no fee Sat. & Sun. – \$300.00	\$300.00	\$300.00
MIXVILLE PARK SMALL PAVILION	Mon. to Fri. – no fee Sat. & Sun. – \$150.00	\$150.00	\$150.00
QUINNIPIAC PARK PAVILION	Mon. to Fri. – no fee Sat. & Sun. – \$150.00	\$150.00	\$150.00

*Additional charges for maintenance requests may be assessed (based on event and Department Review)

PAVILION RENTAL RULES, REGULATIONS & POLICIES*

The following rules and regulations are not meant to be all-inclusive and additional rules and requirements may be imposed and enforced if the Parks & Recreation Department and/or the Parks and Recreation Commission deem the behavior is in violation of safety of users or health and well-being of the property.

1. Renter must be at least 25 years of age. Attach copy of state or federally issued photo ID to application.
2. ***New in 2024: Payment Policy:** Payment must be made within 10 days of notification of reservation confirmation; if not paid within 10 business days, the rental will be cancelled and the date made available to the public. Rental requests within 10 days of requested date must be paid on day of reservation confirmation.
3. ***New in 2024: Cancellation/Refund–** A 50% refund will be given for a cancellation if the date is re-booked. If the office cannot rebook the date, then no refund will be given. Requests to move a date are considered the same as a cancellation and will follow this policy.
4. ***New in 2024:** Inflatable amusements and bounce houses are prohibited
5. Please call the Police Department non-emergency number (203-271-5500) if there are any issues with weekend rentals. They will reach out to Parks & Recreation staff and someone will contact you.
6. Renter is personally responsible for returning the premises in the same condition as when the renter took possession.
7. Decorations, if used, should be put up with tape only and must be removed before leaving the park.
8. Renters understand and agree they are only renting the pavilion and not any other facility within the park.
9. The renter understands and agrees that this rental can be revoked at any time for violating this agreement.
10. Vehicles are restricted to the parking lot.
11. Trash must be put in trash containers.
12. Renter may not sublet or transfer its rights and privileges to any other individual, group or organization.
13. The following acts are prohibited:
 - Any acts that put participants in danger or potential danger (i.e. driving/parking vehicles on the fields) are prohibited.
 - Any abuse or damage of town property (i.e. tearing up the field, littering, purposeful breaking of equipment) are prohibited.
 - Use of fields without a permit or during a time when the Recreation Department has closed a field due to weather or maintenance.
 - Use of illegal drugs, smoking and loud, vulgar, confrontational language are not permitted on town fields and recreational spaces or its immediate vicinity.
 - Illegal acts in the parks, playgrounds, open space areas and flood plains.
14. The installation of any structure or equipment on Town of Cheshire property must receive prior permission from the Parks & Recreation Department. If construction is taking place, the contractor will be responsible for meeting any and all regulations required by the Town of Cheshire. This includes, but is not limited to: building permits, certificates of insurances, planning and zoning, as well as wetland applications. Such structure, when completed, becomes the sole property of the Town of Cheshire.
15. All parks are tobacco and cannabis free – *Per Town Ordinance Section 11-22*
 - (1) *No person shall use any smoke products, including but not limited to smoking cigarettes, smoking cigars, smoking pipes, e-cigarettes, chewing tobacco or substances in any park, except that the use of such products shall be permitted within areas designated in such parks for the parking of motor vehicles.*
 - (2) *No person shall burn, smoke, use or consume any cannabis product in any park.*
16. Many renters will need to provide a Certificate of Liability Insurance naming the Town of Cheshire as additionally insured. See page 7 for specific requirements.
17. Town of Cheshire is not responsible for any items left or stored on facility grounds by Applicant.
18. All municipal ordinances, regulations and policies must be complied with.

* Revisions approved by Parks and Recreation Commission at meeting of January 3, 2024

FACILITY USE RULES, REGULATIONS & POLICIES

The following rules and regulations are not meant to be all-inclusive and additional rules and requirements may be imposed and enforced if the Parks & Recreation Department and/or the Parks and Recreation Commission deem the behavior is in violation of safety of users or health and well-being of the property.

1. Renter must be at least 25 years of age. Attach copy of state or federally issued photo ID to application.
2. Renter is personally responsible for returning the premises in the same condition as when the renter took possession.
3. The renter understands and agrees that this rental can be revoked at any time for violating this agreement.
4. Vehicles are restricted to the parking lot. .
5. Trash must be put in trash containers.
6. Renter may not sublet or transfer its rights and privileges to any other individual, group or organization.
7. The following acts are prohibited:
 - Any acts that put participants in danger or potential danger (i.e. driving/parking vehicles on the fields) are prohibited.
 - Any abuse or damage of town property (i.e. tearing up the field, littering, purposeful breaking of equipment) are prohibited.
 - Use of fields without a permit or during a time when the Recreation Department has closed a field due to weather or maintenance.
 - Use of illegal drugs, smoking and loud, vulgar, confrontational language are not permitted on town fields and recreational spaces or its immediate vicinity.
 - Illegal acts in the parks, playgrounds, open space areas and flood plains.
8. The installation of any structure or equipment on Town of Cheshire property must receive prior permission from the Parks & Recreation Department. If construction is taking place, the contractor will be responsible for meeting any and all regulations required by the Town of Cheshire. This includes, but is not limited to: building permits, certificates of insurances, planning and zoning, as well as wetland applications. Such structure, when completed, becomes the sole property of the Town of Cheshire.
9. All parks are tobacco free – *any tobacco product in all of its forms, including but not limited to a lighted cigarette, cigar, pipe, or similar device, such as all electronic cigarettes (e-cig, e-hookah- vape pen, electronic nicotine delivery system), as well as chew tobacco and snus per Resolution 041717-3*
10. Most renters must provide a Certificate of Liability Insurance naming the Town of Cheshire as additionally insured. See page 7 for specific requirements.
11. Town of Cheshire is not responsible for any items left or stored on facility grounds by Applicant.
12. All municipal ordinances, regulations and policies must be complied with.

FIELD USE:

1. Maintenance of Town of Cheshire athletic fields will be performed by town staff unless prior approval is granted by the Town of Cheshire.
2. Groups/organizations/teams having specific requests for maintenance will include them on the Facility Use Request Form or to the Director of Recreation. Town staff will make its best attempt to complete such request with consideration to time, staffing and weather conditions. Town reserves the right to support or deny the request.
3. All Youth Athletic Organizations must comply with state standards and state statutes for concussion education and awareness and the provision of information concerning child sexual abuse.
4. A supervisor of an activity involving young people has the responsibility to assure that conditions exist to promote the highest degree of safety possible. For example: higher than anticipated attendance; small children unattended; first aid provisions; etc. Facility users must take appropriate precautions, such as providing onsite medical staff, first aid kits, and/or the ability to contact emergency services.

WEATHER CLOSURE/UNSAFE FIELD CONDITIONS

The Town of Cheshire reserves the right to close or otherwise restrict access to fields and/or facilities due to inclement weather or unsafe conditions at any time. Pavilion rentals are generally held rain or shine but forecasted severe weather may warrant cancellation or rescheduling at the Town's discretion. Fields are inspected by town staff and cancellation decisions are made by the Director of Recreation in conjunction with the Director of Public Works. The town is committed to optimizing the quality of fields, ensuring safety, minimizing injury, and reducing damage to fields that lead to costly repairs. If you are uncertain of the status of a field, please call the Parks & Recreation Office at 203-272-2743.

Determining to play on athletic fields is a crucial decision impacting the conditions and sustainability of a field. Fields are closed to avoid injury and damage to players and to the playing surface. Choosing to play on a wet field or the vigorous attempt to dry a wet field are major reasons fields are damaged.

An athletic field should be considered closed if any of the following conditions exist:

- There is standing water present on any part of the field that cannot be removed without causing damage to the field.
- There are muddy conditions present that will not dry by the start of the game.
- While walking on the field water can be seen or heard with a footstep.
- While walking on the field of play, any impression of your footprint is left in the surface
- If water gathers around the sole of a shoe or boot on any portion of the field.
- Standing water occurs because the ground is saturated. Removing standing water does not eliminate the saturation. It is the saturation and not standing water that causes damage and unsafe conditions.

CERTIFICATE OF LIABILITY INSURANCE REQUIREMENTS

- All organizations, teams or leagues must agree to maintain in force at all times during the term of this Use Agreement the following minimum insurance coverages and shall name the Town of Cheshire as Additional Insured on a primary and non-contributory basis to all policies. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII.
- Renters requesting or intending to have beer/wine at their event are required to submit a Certificate of Liability Insurance with their rental application (per Town Ordinance section 11-22) naming the Town of Cheshire as additionally insured. No alcoholic beverages, other than beer or wine, shall be consumed on Town property. Beer/wine may only be consumed on Town property if the Renter/Applicant above indicates that beer/wine will be available or consumed by renter and/or its guests and if renter/applicant provides the required Certificate of Liability insurance prior to the event.
- If renter will be using outside services, the Town requires a Certificate of Liability Insurance from any outside vendors, including food trucks, etc. naming the Town as additional insured.

General Liability:

Required of all organizations, teams, leagues and businesses. Required of any individual when hosting an event where alcohol is present. Required of all vendors providing services during an event on Town property.

	(Minimum Limits)
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000

Liquor Liability:

Required in addition to General Liability when hosting any event where alcohol is present.

	(Minimum Limits)
Each Claim or Each Occurrence	\$1,000,000
Aggregate	\$1,000,000

Auto Liability:

Required of all vendors in addition to General Liability.

	(Minimum Limits)
Combined Single Limit Each Accident	\$1,000,000

Original, completed Certificate of Insurance must be provided to the Town of Cheshire prior to use of facilities. Should any of the above-described policies be cancelled, limits reduced, or coverage altered, 30 days written notice must be given to the Town of Cheshire.

Additional Insured and Certificate Holder:

**Town of Cheshire
84 South Main Street
Cheshire, CT 06410**