

Athletic Facility Reservation for Practice, Non-Tournament, and Tournament Policy

Village of Swanton Memorial Park

The policy sets a standard of expectation for Facility Reservation as well as Tournament Participants and Visitors which is consistent with the level of service expected from our parks system as a whole. Applicable fees will be applied directly to the Park Fund.

A representative from the respective organization wishing to reserve facilities shall be responsible for application, payment of all fees and damages (if applicable), enforcement of all rules, regulations and ordinances, assuring that all activities are properly controlled, assuring that a designated person(s) of authority is on site at all time, and for such other requirements listed in these rules.

1. Availability

- a. Facilities will be available for practice, non-tournament games, and tournament games from April 1 to October 31 annually. Minor calendar adjustments may be considered depending on the days of the week which April 1 and October 31 occur. Special requests not within the time frame may be considered.
- b. Hours available are 8:00 a.m. to dusk, unless otherwise posted.

2. Modifications

- a. The Village Administrator reserves the right to modify or waive any policy or fee as it deems necessary and in the best interest of the Village.

3. Reservation Priorities

- a. The following priorities have been established to ensure fair distribution of facilities:
 - A. Swanton Varsity athletics
 - B. Swanton Recreation Program
 - C. Returning Organizations/Users in good standing
 - D. New Request

4. Definitions

- a. Practice
 - A. Period of time, regularly scheduled each week, to build skills necessary to compete
- b. Non-tournament games
 - A. Contest between two competitors with no overall prize
- c. Tournament games
 - A. Series of contests between at least three competitors, who compete for an overall prize, in a relatively short time interval

5. Insurance for Tournaments

- a. All organizations and leagues shall secure and maintain, at no expense to the Village of Swanton, a comprehensive general liability policy issued by one or more companies authorized to do business in the State of Ohio.
- b. Under such insurance, the Village of Swanton shall be identified as an additional named insured and liability limits shall be \$1,000,000 combined single limit for personal injury and property damage.

6. Reservation Procedures

- a. Requests for practice and non-tournament games must be submitted to the Village Administrator a minimum of 30 days in advance.
- b. Requests for Tournaments must be submitted to the Village Administrator a minimum of 90 days in advance of the event.
- c. Requests shall be in writing on the appropriate *Use Application for Village Athletic Facilities Form*
- d. Village Administrator, or his/her designee, will determine if a meeting is necessary prior to any event.
- e. Incomplete requests received could result in the request being denied. If two or more organizations request the same time, date, fields, the outlined priority list will apply.
- f. Tournament schedules must be submitted to the Village Administrator no less than 5 days prior to the tournament date.
- g. Confirmation of approved dates will be mailed with a receipt of fee paid.

7. Inclement Weather

- a. The Village Administrator reserve the right to postpone, cancel or delay activity within Memorial Park. The decision to start or continue a tournament rests solely with the Village Administrator or his/her designee.

- b. As a matter of safety and precaution, all activities must come to a stop if thunder is heard or lightning is seen during practice or a game. All players, coaches, officials, and spectators are to return to their cars and wait 30 minutes from the last sound of thunder or sight of lightning before resuming play. NO EXCEPTIONS. If the weather clears, play may be resumed 30 minutes after last sound of thunder or sight of lightning.

8. Fees/Damages/Cancelation/Refunds

- a. The required fee is based on the number of fields/courts reserved.
- b. Officially recognized Swanton Varsity athletics and Swanton Recreation are not subject to any fees.
- c. The Village Administrator, or his/her designee, has the sole right to determine whether there has been any damage or misuse of Village Property.
- d. The use of the facility for a purpose other than the purposes approved on the application may result in assessment of additional fees and/or damages, and may result in cancellation of the remainder of the events and/or future use of the facilities.
- e. The facility will be left in a clean and neat condition. If it is necessary for Village of Swanton Public Service Crews to provide cleaning services following a Tournament, additional fees may be charged.
- f. The following cancelation fee will apply to organizations canceling a tournament:
 - A. More than 60 days prior to the event: Refund full fee
 - B. 8 to 60 days prior to the event: 50% of fee refunded
 - C. 7 days or less prior to the event: Full Fee Forfeited

For the following calendar year, the organization does not receive the first right of refusal of the same date. If the canceled date can be rented by another organization, the full deposit will be refunded and the first right of refusal becomes that of the new renter.

- g. If play is shortened by inclement weather, the Village Administrator reserves the right to adjust fees as needed.
- h. Failure to comply with the Policy may result in the cancellation of reservation(s), forfeiture of all fees/deposits and forfeiture of the right to use Village of Swanton Memorial Park facilities in the future. Permits are revocable at any time for violation of the Policy or Village Ordinances.

9. Use Regulations

- a. The reservation is for the designated field(s)/court(s) only. Use of the facility is limited to the activity specified on the permit. If the facility is utilized for a purpose not designated on the approved permit, charges will be assessed for usage.

- b. Unless specifically stated on the permit, it is understood that the Tournament is not a fundraiser, and that no admission/parking/gate fee is to be charged. Groups conducting fundraising events must possess not for profit status and Tax Exemption Letter. Copies of all documents must be filed with the tournament request.
- c. All tents, awnings, canopies and temporary structures must have prior approval.
- d. The sale of t-shirts, hats, photographers and other novelties must have prior approval.
- e. At the discretion of the Village Administrator, security personnel may be required at the cost of the Tournament Organization and/or Director.
- f. Fences may not be used for soft toss.
- g. Golf carts and/or utility carts are not allowed without prior approval in writing. Drivers must possess a valid driver's license.
- h. Vehicles may not be driven or parked on grass surfaces, sidewalks, service drives or emergency zones. Only parking lots may be used for loading and unloading.
- i. Apparatus or equipment may not be located at the facility unless the use and location of such equipment has received prior approval.
- j. Amusement rides, games, booths, bands, DJ's, etc... are not allowed without prior approval in writing.
- k. Unless the Village Administrator gives written permission, food concession sales and food/drink give-a-ways are NOT permitted in any of the Village owned concession stands for non-Swanton Recreation events.
- l. Village of Swanton will NOT prepare the fields/courts (i.e. dragging, pitching area, home plate and bases). Tournament Organization and/or Director must receive prior approval to prepare the field and courts.
- m. Tournament Organizations and/or Director must provide their own portable bathrooms- an ADA unit and a standard unit.
- n. Smoking, and/or vaping, is prohibited in all areas of parks owned or leased by the village except in designated smoking areas. (§36.02)
- o. The owner, keeper or harbinger of any dog which damages or destroys park or public property shall be held liable for the full value of the property damaged or destroyed in addition to any penalty imposed by the Village of Swanton Codified Ordinances (§ 90.21)
- p. Absolutely no alcoholic beverages shall be permitted in the park, except as approved by Village Council (§94.17)
- q. The Village Administrator may revoke any permit granted if it is determined that the application for the permit contained any misrepresentation or false statement, or that any condition set forth in the policies are not being complied with, or that the safety of the participants in the activities of the applicant or other patrons/visitors is endangered by the continuation of the event.

10. Loading and Unloading

- a. Vendors, tournament organizers, etc... using vehicles to transport supplies must have vehicles removed from the pedestrian areas at least two hours prior to the start of a tournament or event. Likewise, vehicles removing items may not be in pedestrian areas until 30 minutes after the end of the tournament.

Athletic Field Tournament Fees

There are two types of fees which will apply to reservation of facilities. Basic Fees include field rental for regular tournament games and Additional Fees include services which may be requested for a Tournament. *There is no fee for reservation of facility for practice time or non-tournament games.*

Basic Fee Structure

Reservation fees is required at the time the application is received. All other applicable fees are due 30 days after the completion of the tournament or season and an invoice is submitted to the organization.

Basic Fee Structure

Fees are based on a portion of the yearly maintenance costs associated with the care and maintenance of the facilities. Deposits are due upon application of requested event.

Location	Rental Fee	Location	Rental Fee
Memorial Park Ball Diamonds	\$25 per field, per day	Memorial Park Tennis/Pickleball Court	\$5 per court, per day

Additional Services Fees

The Village Administrator reserves the right to assess these fees based upon the event size and needs for a quality event.

Category	Fee
Trash Dumpster	To be charged by size needed and fee charged by dumpster company
Clean Up Staff	Hourly rate for position applies

USE APPLICATION FOR VILLAGE ATHLETIC FACILITIES
MEMORIAL PARK

Field(s) /Court: _____

Please see map on subsequent page for field numbers

Date(s): Please see next page for calendar. Please circle dates you wish to reserve.

Times: start _____ end _____

Purpose of Use (e.g. games, practice, tournament, etc.): _____

Number of people expected: _____

Company/Organization (if applicable): _____

Non-Profit # (if applicable) _____

Applicant/Coach: _____

Address: _____

City: _____ State: _____ Zip: _____

Email address: _____

Phone: _____

I declare under penalty of perjury that I am the authorized representative of the organization (activity) listed on this application and that the information I supplied here in is true and correct. I have carefully read, considered, and agreed to abide by all rules and regulations.

Applicant's Signature

Date

— THE VILLAGE OF — SWANTON

219 Chestnut Street Swanton, Ohio 43558
P: 419.826.9515 | F: 419.825.1827
www.villageofswantonohio.us

USE APPLICATION FOR VILLAGE ATHLETIC FACILITIES MEMORIAL PARK

2023

January

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

TO BE COMPLETED BY OFFICE

Date application received:

Approved

Denied

Signature of Village Administrator

Date

— THE VILLAGE OF — SWANTON

219 Chestnut Street Swanton, Ohio 43558

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Adopted July 2021

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

WHEREAS, the _____ (Event Sponsor(s)) hereinafter referred to as the Permittees, have been afforded the privilege of the use of Village of Swanton Memorial Park during the _____ (Event) to be held on _____ (Event Date(s))

NOW, THEREFORE, in consideration of the granting and exercise of the above-mentioned license and privilege, the Permittees do hereby promise, agree and covenant:

1) To indemnify, save harmless and defend the Village of Swanton, its officers, agents and employees from any and all claims, demands, actions, judgments, costs, attorney's fees and damages of any kind for liability which the Village may incur for injury to or the death of any persons or damage to property arising out of or in any manner related to the above-described Permittee's use or occupancy of Memorial Park.

Said obligation to indemnify, defend and hold the Village harmless extends to active negligence by the Village.

2) That the Permittees will not make any claim, institute any suit, or otherwise resort to any legal processes, either legal or equitable, against the Village of Swanton, or any of its affiliated departments, agencies, bureaus or boards for any loss or damage, financial or otherwise to their personnel, property, reputation, or business arising out of the Permittees' presence and activities connected with the use of said Village of Swanton property or arising out of any arrangements to or from area used and property for which the Village of Swanton might otherwise be responsible;

3) That should it become necessary to enforce the terms of this agreement by legal or equitable action, or should the Permittees breach this agreement, the Permittees will pay legal costs and attorney's fees incurred by the Village of Swanton either in defense of a suit by the Permittees or in the prosecution of a suit against the Permittees.

4) To provide suitable supervision of individuals of their organization who use any Village of Swanton property.

5) No non-appropriated or appropriated funds of the Village of Swanton are obligated by this agreement;

6) The Village of Swanton reserves the right to terminate this agreement at any time without prior notice to the Permittees.

Organization Name

Organization Representative

Date