



2017

# Outdoor/Field Facility Use Guidelines & Procedures

# Guidelines for All Field Use

## **Acknowledgment of Receipt**

All users are required to sign and return an "Acknowledgment of Receipt" form (last page of these guidelines) at the time they submit a Field/Facility Request form.

## **Insurance**

All users are required to provide a Certificate of Insurance, one million dollars per occurrence general liability policy, naming the Town of Wellington as "additionally insured". The Certificate of Insurance is due at least 5 business days prior to the first day of the reservation. Information about insurance requirements is attached to these guidelines.

## **Deposits**

A \$250 deposit is required for all new user groups, or user groups that have a record of not paying in a timely manner, or consistently missing the deadline for field changes.

Painting of the fields is only to be done by Town staff.

## **Field/Facility Requests**

The process of reserving field/facility space requires a completed Field/Facility Request Form accompanied by a signed copy of the "Acknowledgment of Receipt" form. **No requests will be accepted without an "Acknowledgment of Receipt" form.** Additionally, a Certificate of Insurance (as noted above) must be received. All forms can be mailed to 8700 Third Street, Wellington, CO 80549 or emailed to [recreation@wellingtoncolorado.gov](mailto:recreation@wellingtoncolorado.gov).

## **Admission/Gate Charge**

Non-City sponsored users will not be allowed to charge admission fees to spectators at any Town-owned outdoor sports facility unless prior written approval has been granted by the Assistant Town Administrator. Written explanation of need must accompany a request to charge an admission fee.

## **Alcohol**

There is no alcohol allowed in any park. Directors are required to inform all participants to abide by the following ordinance and to assist in enforcing the open container ordinance:

**Sec. 10-8-110. Open containers; permits.** (a) It is unlawful for any person to serve, consume or have any open container or keg of alcoholic beverage or fermented malt beverage in any municipal park in the Town, or any other public place, except by permit.

This means no alcohol is allowed in any area of a park and cannot be authorized by the tournament director or user group(s).

- If the ordinance is violated, a Town employee will contact the Larimer County Sheriff Department to have the individual removed.

## **Glass Bottles/Containers**

**Sec. 10-8-110. Open containers; permits.** (a) It is unlawful for any person to serve, consume or have any open container or keg of alcoholic beverage or fermented malt beverage in any municipal park in the Town, or any other public place, except by permit.

## **Fees and Billing**

- **Fees:** See attached fee schedule.
- **Leagues/Tournaments/Camps/Clinics/Tryouts:** Fees are due at the time of the request.

- **Practice:** Fees for all practices are due at time of the request.
- **Cancellations:** If practice is canceled due to weather related concerns, refund requests must be submitted by the next business day. If practice is canceled due to reasons other than weather related concerns, refunds will not be given.
- **Insufficient Funds/Returned Checks:** Any check for fees returned due to insufficient funds will be charged an additional \$20 in addition to original fees.

### Scheduling Requests and/or Changes

All requests and/or changes must be submitted in writing to the Recreation Department no later than two calendar days prior to the event (three days prior for tournaments). Requests not received two days prior to the event could result in fields not being ready for play. In addition, changes to field times and/or locations will not be accepted or adjusted on/after the day of the event, payment for these field as scheduled will be expected.

Weekend tournament directors must submit ALL changes, in writing, to the Recreation Department by Noon the prior Wednesday.

### Definitions:

- **Practice:** Consists of one team using a field no less than 1.0 hours and no more than 1.5 hours.
- **Scrimmage:** Consists of two teams using the field for no less than 1.0 hours and no more than 1.5 hours.
- **Game:** Consists of two teams using a prepped field for approximately 3 hours.
- **Camp/Clinic/Tryout:** Consists of two or more teams or one team with more than 20 participants using the field for more than 1.5 hours.

**Games take priority over any practices.**

**Fields are reserved to the best of our ability/availability; but specific fields requested are not a guarantee.**

### Event Season

To provide the best possible turf and overall conditions for all users, fields will not be scheduled and will be used by organized groups prior to the third weekend in March and after the first weekend in November, unless otherwise approved in writing by the Recreation Manager.

### End Times for Ball Fields

Sunday-Saturday & Holidays 11:00 p.m. All ball fields

### End Times for Turf Fields

Sunday-Saturday & Holidays 11:00 p.m. All turf fields

**Note: No games can start on any field after 9:30 p.m.** This will allow teams to be off all fields by the 11:00 p.m. **lights-out curfew.**

### Start Times

Town outdoor sports facilities will be scheduled to provide sufficient time to properly prepare, maintain, and care for the facilities. Park crews will not begin preparing any Town ballfields until 7:00 a.m. Adverse weather conditions increase the time required to adequately prepare a playing area in a safe condition. Turf sports do not require field preps, so they may be used beginning at 8 a.m.

- Exceptions (tournaments only) to start play on ballfields at 8:00 a.m. must be approved by the Recreation Manager.

### Inclement Weather

In case of wet field conditions, a Town's staff person will have final say whether the fields are playable.

The Town staff and tournament representative for the specific field(s) will collaborate and make the appropriate decision(s) regarding any cancellation, postponement, or any other related arrangement. Under no circumstances will a tournament be conducted on field(s) deemed unplayable by Town staff.

It will be the responsibility of the tournament director or user group(s) scheduled to inform participants and their staff of any decision(s) made.

In some instances it is a game time decision left to the coaches and field staff, below are a few reasons for field cancellations:

- Standing water on the field(s)
- Fields are slippery or unsafe
- Turf tears underfoot

### **Field Closures**

If fields are closed for any reason a “closed” sign will be posted and/or bollards will be in place. Please respect the “closed” sign/bollards and refrain from play on that field so that it can be reopened and ready for play in a timely manner. It will be the responsibility of the tournament director or user group(s) scheduled to inform participants and their staff of any decision(s) made.

### **Jeopardizing Use**

A facility will not be scheduled and scheduled use will be canceled if Town staff, through the agreement of designated representatives from Recreation, reasonably determines use will cause excessive damage to the facility. A user may be denied the future use of a Town outdoor sports facility if the user has damaged or has been irresponsible in the use of any Town outdoor recreation facility, or has been delinquent on payments to the Town.

**Example:** Facilities are left unsecured; trash and debris are left at the facility; equipment is damaged or stolen; park rules and regulations have been ignored or violated; or when use by scheduled user occurs at a facility after an event has been cancelled or postponed by inclement weather.

### **Cleanup**

Each user is responsible for cleanup of all fields and facilities used. This includes score booths, grandstands, warm-up areas, bathrooms, parking lots, and the fields themselves. Failure to thoroughly clean any one of these areas will result in a \$50.00 fee assessed per field and/or area per day.

### **Damage**

The league/tournament host and/or director will be responsible for reimbursing the Town of Wellington for any damage to Town property incurred to Town facilities as a result of the event, including but not limited to damage due to activities of guests and patrons at the event.

### **Preps/Re-preps and Wet Field Maintenance**

Once a field prep is completed the user is liable for payment, whether or not the field is used (unless due to inclement weather). Re-preps will only be done if prior arrangements have been made.

**Note:** If wet fields exist and maintenance is necessary, the following will apply:

- It will be the decision of the tournament director to approve the use of “Turface” or “Rapid Dry”.
- Town staff will not apply any field drying agents to fields without prior approval from the tournament director.
- Turface, Rapid Dry, or any other field drying agents will be applied upon approval at the rate of **\$16.00 per bag**.

### **Special Notes (Softball/Baseball)**

- No soft toss, pepper, or hitting any type of balls directly into fences or backstops.
- No batting practice or pitching machines without catchers or portable nets or backstops.

- No infield practices while staff is prepping field(s) or after fields are prepped.
- Do not remove pitching rubbers. **No one other than Recreation staff is permitted to remove pitching rubbers.**
- Replace dead-man caps and cover caps with dirt when removing bases after games.

**NOTE: If any of the above items are observed by Town Staff and the damage is apparent, the damage will be repaired by the Town and billed to the appropriate party.**

## Equipment

The Town does not supply or maintain the items below, any of which that may be brought into any Park by a private user must be maintained as safe by such party. Users assume the risk of using any such items and release any claim against the Town arising from injury while using any such privately supplied items:

- Bases at neighborhood parks.
- Pitching rubbers other than at 40', 43', 46', 50', 54', 60'6", user must supply temporaries for other distances.
- Soccer, football, lacrosse, field hockey, or rugby goals, nets, flags, or markers.

A \$50.00 fee will be assessed for any goals remaining on the field(s) for more than five days from the last date reserved.

**NOTE:** Any party brining privately owned items onto any Town owned park facility, including but not limited to the equipment listed above, agrees that any items placed and/or left in any Town park shall not be in or cause a dangerous condition; the party providing such items assumes all risk of injury to any persons using any privately provided equipment.

## Vending

The User with a field permit for game(s) may determine whether any vending will be allowed at the sporting event, and must provide the Sales Tax Office (Town Hall) with a written list of all authorized vendors. Any person who intends to sell any goods or services on park property must have their own valid Sales Tax License from the Sales Tax Office (Town Hall) located at 3735 Cleveland Avenue, 970.568.3381. The signed license must be displayed and easily visible on the vendor(s) equipment while at the event. **The User permitted for the game(s) will be responsible for ensuring that the vendors participating at the sporting event comply with all requirements, and that the vendors leave the area clean.**

If non-packaged food is being sold at the event, the vendor needs to contact Larimer County Department of Health at 970.498.6775 to ensure health regulations are begin followed.

# Guidelines for Tournaments

## **Security Staff**

The Town may require that security staff be hired for specific tournaments to enforce Town policies related to alcohol consumption and/or traffic control. The Town will retain and schedule the security staff that has been contracted with the Town. In addition to the general tournament fees the user will pay the Town for additional security staff.

## **Scheduling Exception for “Special Tournaments”**

A special tournament is defined as a competitive sporting event in which the participants or teams are not allowed to participate unless they have met the sponsoring organization’s established qualifying guidelines. This typically involves placing in a preliminary tournament or event at a designated level (i.e., first or second). Special tournaments generally need to be scheduled farther in advance than other tournaments, and this exception is designed to accommodate this need.

Some examples of special tournaments are Nationals, Regionals, Worlds, or State championships.

The director of a special tournament is to inform the Recreation Scheduling Staff as far in advance as possible of the intent to request this scheduling exception. When the Town receives a special tournament request, the Recreation Scheduling Staff will organize a meeting of all known users or groups interested in reserving outdoor sports facilities that are affected by the request. This group will discuss the request and the feasibility of fitting in into the schedule. The input from this group will be considered before the Scheduling Staff makes a final decision concerning the request.

## **Start Time**

Exceptions (tournaments only) to start play on ballfields at 8:00 a.m. must be approved by the Recreation Manager.

**NOTE:** All information must be received by the Recreation Office by Noon on the Wednesday prior to the weekend tournament.

Information not received by Noon on the Wednesday prior to the event could result in fields not being ready to play. A \$50.00 late notice fee will be assessed for any changes made after the deadline, a one-time waiver may be allowed.

# Guidelines for Leagues & Practices

## **Ballfields and Turf Sports Practice Reservations**

Individuals may start reserving space for Spring/Summer practice beginning in March (specific dates will be announced at the beginning of each year) for practices to begin the third weekend in March. Reservations can only be made for a minimum of 1 hour or a maximum of 1 ½ hours, two times per week. Practices must take place within the time slots listed below.

Individuals may start reserving space for Fall practice beginning in August (specific dates will be announced at the beginning of each year) or practices to end the first weekend in November.

### **Note:**

**NO PRACTICES** WILL BE BOOKED PRIOR TO THE FIRST DAY OF FIELD RENTAL.

### Practice Start and End Times

Practices must take place within the following time slots:

3:30 p.m. to 5:00 p.m.

5:00 p.m. to 6:30 p.m.

6:30 p.m. to 8:00 p.m.

**Note:** Other practice times may be scheduled outside of the times listed above with permission by Recreation Manager.

### Field Cancellation/Change Policy:

- If practice or game is canceled due to weather related issues, a refund request must be submitted within 24 hours by calling 970.568.7410.
- NO refund will be given to non-weather related cancellations.
- A \$5.00 fee will be assessed to each booking when a change is made to the location, time, or date.

**Games take priority over any practices.**



**Wellington Recreation**  
8700 Third Street  
Wellington, CO 80549  
**970.568.7410**  
[recreation@wellingtoncolorado.gov](mailto:recreation@wellingtoncolorado.gov)  
[www.wellingtoncolorado.gov](http://www.wellingtoncolorado.gov)

# Town of Wellington

## Insurance Requirements

**General liability insurance** coverage is required for most special events occurring on Town property. A special event is defined as any organized activity involving the use of, or having impact upon, public property, facilities, public parks, sidewalks or street areas that require a permit. Special events permits, insurance certificates and limits must be reviewed by the Town and permits will not be issued without a certificate of liability insurance in most instances. The Town Risk Management Department will review your permit application and notify you of specific insurance requirements applicable to your planned event.

**Auto liability insurance** is required if vehicles are used for other than normal and standard commute purposes. If applicable, this coverage is required for owned, non-owned, leased or hired vehicles with a minimum coverage limit of \$500,000.

The Town of Wellington does not facilitate Special Event Insurance, but the below information may be helpful in securing short-term liability insurances.

### **What is an Insurance Certificate?**

An Insurance Certificate demonstrates the existence and terms of a particular insurance policy. It is common for insurance certificates to specifically name another involved party as insured when it relates to common business interests. Insurance Certificates must be provided to the Town preceding event approval and this should be done as early as possible.

### **Where can I get an Insurance Certificate?**

- The best place to obtain an insurance certificate is through an already existing insurance policy maintained by your organization, affiliation, business or home owners insurance. There is usually little or no cost for the insurance or an insurance certificate on an existing policy. The request for such a certificate is usually placed through the agent, broker, or risk management department of the organization.
- If there is no existing insurance that will provide coverage, you will want to shop for insurance coverage and may be able to obtain an insurance policy and certificate that specifically covers the special event. Many times a special event may be included as “rider” or “endorsement” to an existing liability insurance policy. Your insurance agent or broker may be the **best place to start asking questions.**

### **What is required on the Insurance Certificate?**

- One Million Dollars of General Liability Insurance is typically the minimum accepted. Some events may require higher or lower limits.
- Specific liquor liability if alcohol is served on public property.
- Auto Liability if event meets the requirements described above.
- The event sponsor must be the “named insured”.
- The Town of Wellington must be specifically “named as the additionally insured”.
- The Town of Wellington must be identified as the “certificate holder”.
- The certificate must be on the current Insurance Service Organization (ISO) form.
- The policy must be current through the event date.
- Please also note the event name and date(s) on the certificate so we can ensure it is appropriately placed with the correct event.

Questions on the requirements for special events insurance can be directed to Town Hall 970.568.7410.



**Wellington Recreation**  
8700 Third Street  
Wellington, CO 80549  
**970.568.7410**  
[recreation@wellingtoncolorado.gov](mailto:recreation@wellingtoncolorado.gov)  
[www.wellingtoncolorado.gov](http://www.wellingtoncolorado.gov)

## Acknowledgment of Receipt

The User and all persons attending the event must obey all applicable laws, rules and regulations. Any violation of such laws, rules or regulations may result in the denial of future Permits. Town ordinances, rules and regulations will be enforced by Larimer County Sherriff's Department and/or Code Compliance if contact is made to those departments from neighbors issuing a complain during the event.

The User agrees to not discriminate on the basis of disability, and to comply with all applicable requirements of the Americans with Disabilities Act.

User acknowledges that there are risks inherent in the activities that will be undertaken pursuant to this Application and Agreement may result in bodily injury or property damage to participants or others. User acknowledges that private parties may bring equipment onto the Town facility where the activities undertaken pursuant to this Application and Agreement will occur, and that such equipment is not provided and maintained by the Town. The Town makes no representations regarding the condition or safety of any such equipment. The Town does not assume any responsibility for lost or stolen articles, damage to User's property, or injury to persons using Town facilities or equipment provided by private parties, and User hereby waives any claims against the Town related to any such damage or injury. Unless User is a government entity, User will indemnify and release the Town, its officers, employees, agents, contractors, and volunteers against all claims, causes of action, damages, liability, loss or costs, including reasonable attorney's fees, of every kind and nature, directly or proximately resulting from or caused by any act or omission of the User or any of its officers, agents, employees, representative, assigns, guests, patrons or invitees or by their use of occupation of Town property, and any loss or damage to property prior to, during or subsequent to the use of the Town property by the User. Government User are responsible for their own negligence and the direct consequences of their performance hereunder. Nothing herein shall be deemed to be a waiver of the protections of the Colorado Governmental Immunity Act, C.R.S. Secs. 24-10-101 et seq.

**I, the undersigned, have received and read the "Outdoor Field/Facility Use Guidelines & Procedures" document and the attached Parks Rules and Regulations and, on behalf of the User, agree to adhere to all requirements. If User is a corporation or other entity, the person signing on behalf of User affirmatively states that he or she has authority to act on behalf of the User.**

**The Town of Wellington reserves the right to amend or revise said documents and will notify recipients prior to any effective amendments or revisions.**

Recipients' Name (print): \_\_\_\_\_

Recipient's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Organization: \_\_\_\_\_