

Park Use Agreement

Updated: 12/16/2021

PURPOSE:

The primary consideration of this agreement is to maximize facility usage and best serve the community while maintaining the quality of the parks and facilities. The Recreation Department will make every effort to accommodate each request.

This agreement creates a standardized approach to park and sports field allocation and fee assessment for all users. It also describes specific rules and regulations governing the use of sports fields and park spaces owned or maintained by the Village of Mahomet.

It is possible that a group or individual may not receive all the time it requests due to other groups requesting the same times and spaces. It may be necessary for non- Recreation Department groups to adjust game and practice scheduling based on facility availability.

All information requested on the application form must be filled out completely. This information is vital for staff to provide important information to the public, in making responsible decisions on field allocation, improvement projects, and also help justify future budget requests for additions.

Organizations and individuals will be required to re-apply on a seasonal/session basis.

TO RESERVE A FIELD:

1. Read and understand Park Use Agreement.
2. Complete request form on page 10.
3. Provide proof of insurance naming the Village of Mahomet as additional insured, see page 6.
4. MPRD will review request & issue permits/invoice for approved uses

USAGE:

To be used during the League/Organization/Business/Individual practices, program dates, regular season and any tournaments that may be applicable.

PRIORITY OF USAGE:

Approved Agreements shall give the League/Organization/Business/Individual use of facilities listed in this Agreement during the time period as stated in their Agreement, in accordance with Policies and Procedures for parks and facilities of the Department. The Village of Mahomet Parks and Recreation Department has the right to schedule Department activities or events on said facilities during the Agreement dates, with timely notice given to League/Organization/Business/Individual.

Mahomet residents shall have priority for all programs and use of facilities.

In the event of facility limitations, as determined by staff, the following priority system will be utilized.

1. Mahomet Parks and Recreation Sponsored youth programs
2. Mahomet Parks and Recreation Sponsored adult programs
3. Mahomet-Seymour School District Programs (except school property)
4. Competitive youth programs
5. Competitive adult programs
6. Other individuals and groups

The first priority will always be based upon serving Mahomet residents. The remaining criteria are not in any particular order and will be used to evaluate each individual request.

- Youth serving organizations
- Mahomet Parks & Recreation programs
- Mahomet-Seymour School District programs
- Groups and organizations serving Mahomet residents
- History of cooperation and compliance with Parks & Recreation Department

AVAILABILITY:

Availability is based upon the Village of Mahomet Parks and Recreation Department and Mahomet-Seymour School's Program Schedules. Individuals wishing to use Village of Mahomet parks or athletic facilities for fitness classes, instruction, personal training and other outdoor use shall submit a Park Use Agreement form.

UNAUTHORIZED FIELD USAGE:

Field use by permit only. Any unauthorized park or field use under wet conditions, when fields are closed or without a reservation will be subject to a penalty fee of **\$50 per occurrence and may result in the loss of future bookings**. Spot checks will be carried out on parks and fields when they are closed.

PARTICIPATION ADMISSION FEE RENTAL:

Any athletic program including an admission fee for a program offered at an athletic facility will automatically be classified as a "Tournament Rental". The renter will be required to abide by all guidelines stated herein. All other uses such as personal training, fitness, outdoor instructional, dog training, yoga and the like will be classified as fitness/personal training/outdoor instruction use.

RESERVATION PERIOD:

Reservations are only allowed during the following months to allow staff adequate time in conducting annual field maintenance. Dates outside of the reservation periods listed below will be considered on a case by case basis (pending weather, field conditions and maintenance schedules):

Field Reservations: April 1 - November 15

Fitness/Personal Training/Outdoor Instruction Park Reservations: April 1 - November 15

SUPERVISION:

The user is responsible for providing responsible individuals from their League/Organization/Business/Individual to supervise all League/Organization/Business/Individual activities and events. The user is also responsible for enforcing Department policies and procedures at the facilities designated in this Agreement. The user agrees to provide a certified AED/CPR/First Aid representative at all permitted uses. Organizations/Businesses/Individuals have the responsibility to maintain control over the conduct of participants and spectators while using assigned facilities.

Organizations/Businesses/Individuals must be a good neighbor and keep sound levels to a minimum and adhere to all facility rules and regulations.

MAINTENANCE AND OPERATION:

- The user shall maintain Department property and facilities in good condition, with reasonable wear.
- The user is responsible for cleaning and maintaining the park, field and spectator areas assigned to them by picking up and properly disposing trash after each use. The Department shall have the right to enter onto and upon its property for the purpose of examining and inspecting the same, and determining whether the user is in compliance with Department policies and procedures with respect to care.
- Athletic field lights will be activated by MPRD.
- User and park visitors must park only in designated areas.

VILLAGE RESPONSIBILITY:

The Village of Mahomet may provide the following services:

- Provide basic field maintenance of all Village Park facilities, i.e., mowing, watering, fertilizing, general park and parking lot repair.
- Coordinate special maintenance and other facility use needs.
- Provide home plate and bases at each ball field (April 1 - August 31).
- Provide secured, regulation size goals at Barber Park (April 1 - July 1, August 15 - November 1).
- Provide portable toilets. User will be billed for any portable toilet needs outside of recreation department use.
- Drag ball fields every other day as time/weather permit (April 1 - July 1)
- Provide and empty trash receptacles and handle removal related expenses.

IN RETURN, LEAGUE/ORGANIZATION/BUSINESS/INDIVIDUAL AGREES TO:

- Pay reservation fees and any applicable concession, light and electrical fees upon submitting request and athletic agreement form.
- Provide any other equipment not listed above.
- Properly dispose of any refuse, litter, ect. that has accumulated as a result of your use.
- Financially responsible for any damage to park, field, structures or equipment.

- Responsible for keeping all vehicles off of grass and in fields.
- Follow all Village Ordinances and Park Use Policies.

INCLEMENT WEATHER:

In the event of inclement weather, the Director or his/her designee has the final authority on whether facilities are usable. The Department issues no refunds for weather cancellations. If a scheduled event is rained out, the renter must call 72 hours after an event to reschedule (based on availability). For cancelations, call (217) 586-7246.

CONCESSION STAND AGREEMENT:

The Mahomet Parks and Recreation Department reserves the right to sell concessions. League/Organizations may request the use of concession stand (only at Taylor North Field). All requests must accompany a completed Athletic/Concession Use Agreement, Proof of Insurance, and any applicable reservation fees.

CONCESSION STAND MAINTENANCE AND OPERATIONS PROCEDURES:

- **Concession Stand Equipment:** All equipment within the concession stands is property of the Village of Mahomet. Any use of the equipment (popcorn machine, coolers, refrigerators, etc...) is prohibited. All outside users must provide their own equipment. Users must remove all product after each use.
- **Food Preparation & Storage:** User must provide their own equipment and storage due to space limitations. Food preparation is subject to the guidelines set forth by the Public Health District of Champaign Urbana. Depending on the products that are sold, user may be required to have a permit and/or a licensed food handler. In these cases, user must provide Mahomet Parks and Recreation a copy of the permit/license.
- **Facility Access & Security:** The user will be provided with a code for access to applicable stand(s). No sharing of the code is allowed. The user will be responsible for safeguarding the equipment and supplies in the concession stand during the reservation. It is the responsibility of the user to ensure that the concession stand is secure. Furthermore, the user will be responsible for lost or stolen goods and the replacement cost of such including but not limited to the cost of changing the locks, damage to facility, stolen equipment, stolen goods, etc.
- **Cleaning and Sanitizing:** The user is responsible for purchasing all necessary cleaning supplies including cleaning agents for sanitizing, towels, and soap for dispensers. The user is responsible for cleaning all areas of the concession stand including but not limited to the floors and counters after each use. Use of proper cleaning agents is required to avoid damage to the surfacing material i.e., stainless steel equipment, counter tops, etc. A list of approved cleaning agents will be provided upon reservation of any Village concession stand. All refuse/garbage containers within concession stand must be emptied and properly disposed before leaving the facility.

CONCESSION STAND TERMS OF USE:

Use privileges can be terminated at any time if user is in violation of this agreement. At the end of use an inspection of the facility will be conducted by the Director of Parks and Recreation to report on any agreement and/or violations. **All food and beverage products, cleaning supplies and any other items supplied by the user must be removed following each use.** Furthermore, the concession stand must be cleaned and sanitized by the user. Failure to comply will result in the loss of future concession stand use.

RULES REGARDING USE OF VILLAGE PARKS FOR PERSONAL TRAINING/FITNESS/OUTDOOR INSTRUCTION:

In addition to the policies outlined herein, the following rules apply for personal training/fitness/outdoor instruction-based uses:

- **Approved Uses:** Fitness Groups, Fitness Instruction, Personal Trainers, Dog training and other professional outdoor services as approved by the Director of Parks and Recreation.
- **Approved Locations:** Barber Park, Brent Johnson Park, Bridle Leash Park, Brooks Warfel Park, Russell Park.
- **Excluded Parks and Areas:** Playgrounds, baseball/softball diamonds, driveways, streets, sidewalks swales, detention basins and parking areas are excluded from such activity except for the interior multipurpose pathway at Barber, Brent Johnson, and Bridle Leash Parks.
The Multipurpose Room, 13 acres Park, Dowell Park, Police Department Park, Taylor Fields, and the Sangamon River Greenway are NOT an approved location for such activity. The Park and Recreation Director reserves the right to deny any use if deemed a conflict of other park activity and use.
- **Approved Equipment:** Trainers/Individuals may not bring equipment to parks that could damage the parkland, facility or pose a hazard to the public including but not limited to tractor tires, vehicles on park property, cables or attaching equipment to trees, buildings, park structures or other fixed items. No tents, spikes canopies, posts or signs are permitted.
- **Impact on Public Use:** Trainers/Instructors/Participants shall not interrupt existing use of an area by the public and the public must always have access to park entrances. Blocking pathways, trails or public access is prohibited. All Village sponsored or contracted programs, classes, camps, special event, and athletics will have priority and shall not be impacted by permit holder.
- **Certifications:** Applicants providing personal training must have current personal trainer certification. Applicants providing fitness instruction must have appropriate certification. Applicants must have a current AED, CPR and First aid certification. All certifications must be kept current during the term of use and provided upon return of the Park Use Agreement.
- **Background Check:** The Village of Mahomet shall conduct background checks on all applicants and may deny or revoke a permit for any reason in the Director's sole discretion based upon the information or lack of information obtained.
- **Fees:** All uses will be subject to park use fees outlined in the special use fee section herein.
- **Maximum Enrollment:** No more than 25 program participants shall be allowed per use.
- **Park Hours:** Programs and services must be held during regular park operating hours.
- **Additional services:** No additional services such as electricity, water, portable restrooms etc. will be provided.
- **Sales:** Selling of goods, foods, merchandise, or any other items is prohibited in Village of Mahomet Parks.
- **Enforcement:** Violation of these conditions or any Village of Mahomet codes/ordinances may result in the revocation of the permit or use on a temporary or permanent basis.
- **Limitation of Use:** The Park and Recreation Director reserves the right to limit the number of Instructional Uses permitted.

INDEMNIFICATION:

It is expressly agreed and understood that neither the Village nor the Parks and Recreation Department, or any of its agents or employees shall be liable for any claims, damages, losses or expenses of any kind whatsoever, whether to persons or property (including, but not limited to those claims, damages, losses or expenses resulting from or by reason of the Department's negligent acts or omissions) arising out of, related to or connected with any accident, occurrence or event on or about the Department's property, when the accident, occurrence or event takes place while the League/Organization is using said property pursuant to this Agreement. As a result of this Agreement, any user of the Recreation Facilities identified herein will at all times indemnify and hold the Village of Mahomet and the Parks and Recreation Department, including any agents and employees thereof, harmless from any liability and will defend said claim or cause of action at its own expense, whether such claim or cause of action is covered by insurance of the Village of Mahomet.

INSURANCE:

Events and groups that use village owned property, village parks, village streets, or rights-of- way require a Certificate of Insurance upon approval of a Park Use Permit. An original Certificate of Insurance naming the Village of Mahomet as an additional insured must be submitted. The Certificate of Insurance will be due at prior to the activity or event date and shall be issued by a company licensed in the State of Illinois, approved by the Village, and covering any and all liability. In addition, the special event must be named on the Certificate of Insurance. The minimum coverage limit for a park use \$1,000,000 each occurrence and \$2,000,000 in the aggregate. The Village of Mahomet reserves the right to change insurance requirements or request additional insurance for an event as deemed necessary by the Village. This requirement may be waived as determined by the Village Administrator.

CERTIFICATE OF LIABILITY INSURANCE				ISSUE DATE (MM/DD/YY)	
PRODUCER Insurance Company Name Street Address PO Box (If any) City, State, Zipcode.		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
		INSURERS AFFORDING COVERAGE	NAIC #		
INSURED NAME OF YOUR ORGANIZATION D/B/A (if any) Street Address City, State, Zipcode		INSURER A Insurance Company must carry A.M. Best Rating A-VI or better			
		INSURER B			
		INSURER C			
Coverages THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OF OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS ((in thousands)
A	General Liability <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur. <input type="checkbox"/> Owner's & contractors Prot. <input type="checkbox"/>				General Aggregate \$2,000,000 FIRE DAMAGE \$50,000 LEGAL LIABILITY (Ea Occurrence) \$1,000,000 Personal & Advert Injury Each Occurrence \$1,000,000 Medical Exp (One person) \$5,000 PRODUCTS - COM/PROP AGG \$2,000,000
	Automobile Liability <input type="checkbox"/> Any auto <input type="checkbox"/> All owned autos <input type="checkbox"/> Scheduled autos <input type="checkbox"/> Hired autos <input type="checkbox"/> Non-owned autos <input type="checkbox"/> Garage Liability <input type="checkbox"/>				Combined Single Limit \$ Bodily Injury (per patient) \$ Bodily Injury (per accident) \$ Property Damage \$
	Excess Liability <input type="checkbox"/> <input type="checkbox"/> Other than Umbrella form				Each Occurrence Aggregate
	Workers' Compensation And Employers' Liability				Statutory \$ Each Accident \$ Disease Policy Limit \$ Disease-Each \$ Employee
	Participant Accident				AD&D \$ Primary Medical \$ Excess Medical \$ Weekly Indemnity \$
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT /SPECIAL PROVISIONS EFFECTIVE: 07/24/09-01/01/10 The certificate holder is named as additional insured with respect to the					
CERTIFICATE HOLDER Village of Mahomet 503 East Main Mahomet, IL 61853			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. AUTHORIZED REPRESENTATIVE		

BEFORE sending to FCDP&R; if "Insured" box indicates a league name for your insurance coverage, add the organization name as submitted on the Seasonal/Tournament Request to the "Insured" box.

SIGNAGE:

The User shall post no signs on the property without prior written approval of the Director of Parks and Recreation. **Upon written approval**, signs must be on the outfield fences and attached securely at all four corners.

VENDORS:

No outside vendors will be allowed to sell any product or service on property without prior written approval from the Director of Parks and Recreation.

SPECIAL REQUESTS:

Inflatables, dunk tanks, tents or other similar or unusual items are allowed in Village parks ONLY with the written approval of the Director of Parks and Recreation. In most cases, insurance will be required for such special requests.

STRUCTURES:

The User shall not alter or modify any existing building or structure nor build or locate any new building, mobile structure, lifts, equipment or new structure on the Property without prior written approval of the Director of Parks and Recreation and the approval of all appropriate Village agencies.

REFUNDS:

To be eligible for a refund, the user must submit a request in writing to the Parks & Recreation Department Ten (10) days PRIOR to the reservation date. Otherwise, no Refunds will be issued unless initiated by the Park & Recreation Department. All refunds are subject to a \$10 Administrative Service Fee (per reservation) unless the refund is initiated by the Park & Recreation Department. The Village of Mahomet Parks & Recreation Department Director reviews all refund applications. Refunds will be submitted to the Village Board for approval. The Village Board meets on the fourth Tuesday of every month. Approved refunds will be mailed the next business day. Please allow 6 to 8 weeks for the refund application to be processed.

RESERVATION FEES:

Fees for parks and athletic fields defray department costs, thus providing exclusive use of the reserved facility and provide for reservation service and administrative overhead, personnel to verify reservations and oversee park and field use and offset costs of mowing, fertilizing, conditioning, and other maintenance tasks. In some cases, deposits are required upon submitting the Park request form. **Fees will be required at the time the reservations are confirmed by the Recreation Department. Seasonal reservations will be invoiced upon the conclusion of the last scheduled use.** The Village of Mahomet provides field set up for a fee. No outside field prep is allowed unless written consent is given by Director of Parks and Recreation. In the absence of any other agreements, the following fees apply.

Facility	Available Days to Request	Age Group Recommended	Field Size	Field Use Fee	Additional Game Prep Fee	Light Use Fee	Concession Use Fee
Bridle Leash East (Baseball/Softball)	Tuesday/Thursday/Friday 5pm-Sunset Saturday/Sunday 10AM-Sunset	8U, 9U, 10U	60' Bases	\$15/hour (min 2 hrs)	\$85/field/day	n/a	n/a
			225', RF, LF				
			275' CF				
Bridle Leash West (Baseball/Softball)	Tuesday/Thursday/Friday 5pm-Sunset Saturday/Sunday 10AM-Sunset	8U, 9U, 10U	60' Bases	\$15/hour (min 2 hrs)	\$85/field/day	n/a	n/a
			225' OF				
Taylor Field North (Baseball/Softball)	Wednesday/Thursday/Friday 5PM-10PM Saturday/Sunday - 10AM-10PM	10U, 11U, 12U, Adult SB	60/65/70' Bases	\$15/hour (min 2 hrs)	\$85/field/day	\$20/day	\$20/day
			250' OF				
Taylor Field South (Baseball/Softball)	Monday/Wednesday/Friday 5PM-10PM Saturday/Sunday - 10AM-10PM	8U, 9U, 10U	60/65' Bases	\$15/hour (min 2 hrs)	\$85/field/day	\$20/day	n/a
			175' OF				
Dowell Field (Baseball/Softball)	Monday/Wednesday/Friday 5PM-Sunset Saturday/Sunday - 10AM-Sunset	8U, 9U, 10U, 11U, 12U	60/65/70' Bases	\$15/hour (min 2 hrs)	\$85/field/day	n/a	n/a
			200' OF				
13 Acres, Field 4 (Baseball/Softball)	Monday/Wednesday/Friday 5PM-Sunset Saturday/Sunday - 1PM-Sunset	8U, 9U, 10U	60/65' Bases	\$15/hour (min 2 hrs)	\$85/field/day	n/a	n/a
			170' OF				
13 Acres Field 5 (HS size field) (Baseball/Softball)	Wednesday/Friday - 5PM-Sunset Saturday/Sunday - 12PM-Sunset	13U & above	80/90' Bases	\$15/hour (min 2 hrs)	\$85/field/day	n/a	n/a
			300' OF				
Barber Park Field 2 (Soccer/Football)	Most days available except Aug 1 - Nov 15	n/a	11 v 11	\$15/hour (min 2 hrs)	\$200/field initial set up + \$90/add. lining	n/a	n/a
Barber Park Field 3 (Soccer/Football)	Most days available except Aug 1 - Nov 15	n/a	8 v 8	\$15/hour (min 2 hrs)	\$200/field initial set up + \$90/add. lining	n/a	n/a
Barber Park Field 4 (Soccer/Football)	Most days available except Aug 1 - Nov 15	n/a	8 v 8	\$15/hour (min 2 hrs)	\$200/field initial set up + \$90/add. lining	n/a	n/a
Barber Park Field 3 & 4 (Soccer/Football)	Most days available except Aug 1 - Nov 15	n/a	11 v 11	\$15/hour (min 2 hrs)	\$200/field initial set up + \$90/add. lining	n/a	n/a
Barber Park Field 5 (Soccer/Football)	Most days available except Aug 1 - Nov 15	n/a	8 v 8	\$15/hour (min 2 hrs)	\$200/field initial set up + \$90/add. lining	n/a	n/a
Barber Park Field 6 (Soccer/Football)	Most days available except Aug 1 - Nov 15	n/a	8 v 8	\$15/hour (min 2 hrs)	\$200/field initial set up + \$90/add. lining	n/a	n/a

Facility	Available Days to Request	Age Group Recommended	Field Size	Field Use Fee	Additional Game Prep Fee	Light Use Fee	Concession Use Fee
Brent Johnson Park (Disc Golf)	Most days available Apr 1 - Nov 15	n/a	n/a	\$300/day	n/a	n/a	n/a
Bridle Leash Park (Basketball)	Most days available Apr 1 - Nov 15	n/a	n/a	\$15/hour (min 2 hrs)	n/a	n/a	n/a
Bridle Leash Park (Pickleball)	Most days available Apr 1 - Nov 15	n/a	n/a	\$15/hour (min 2 hrs)	n/a	n/a	n/a
All Parks (Fitness/Outdoor Instruction)	Most days available Apr 1 - Nov 15	n/a	n/a	\$50/hour	n/a	n/a	n/a

FIELD USE REQUEST FORM

1. Contact Information	
Organization Name:	_____
Contact Person:	_____ Age Group: _____
Address:	_____ City: _____ Zip: _____
Phone:	_____
Email:	_____ Field Type: _____

Request	Date	Start Time <small>(2, 4 or 6 hour requests only)</small>	End Time	Field Requested	Base Distance Requested <small>(reference chart above)</small>	Game or Practice	Lights <small>(Taylor Fields ONLY)</small>	Concession Stand <small>(Taylor North Field ONLY)</small>
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Request	Date	Start Time (2, 4 or 6 hour requests only)	End Time	Field Requested	Base Distance Requested (reference chart above)	Game or Practice	Lights (Taylor Fields ONLY)	Concession Stand (Taylor North Field ONLY)
11								
12								
13								
14								
15								
16								
17								
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25								

I have read and have a copy of the Department's Athletic Field Use Agreement Policies and Procedures and understand the requirements of those policies. I am, at the time of this Agreement, in full concurrence with those policies.

This Agreement is made and entered into between the Village of Mahomet Parks and Recreation Department and

Name of Organization and/or Individual:
Please Print:

(League/Organization/Business/Individual) for the use of the parks or fields indicated below, and for the time period specified in this Agreement. The League/Organization/Business/Individual agrees to abide by all Department policies and procedures for the term of this Agreement. This Agreement supersedes all proposals, oral or written, and all other communications between the League/Organization and the Village of Mahomet Parks and Recreation Department relating to the subject of this Agreement.

This Agreement may be voided by the Department for violation(s) by the League/Organization/Business/Individual of the Department's policies for facilities.

League/Organization/Business/Individual Authorized Signature	
Please Sign: (by signing you have read and agree to full concurrence with MPRD policies)	Date: