

## **TOWN OF DALLAS PARKS AND RECREATION FEES & POLICIES**

It shall be the stated goal of the Town of Dallas to establish clear, consistent, fair, and equally-applied and enforced, policies and fees for the scheduling and use of its publicly-owned and maintained athletic and civic facilities and buildings. To further that goal, the following shall apply:

### **Parks/Buildings/Fields/Facilities Owned or Operated by The Town of Dallas:**

1. Dennis Franklin Gymnasium
2. Jagers Park
3. Carr School Athletic Fields
4. Cloninger Park
5. Civic Center Building
6. Historic Courthouse, Gazebo, and/or Plaza square

### **Policies (General):**

Fees for participation in, or sponsorship of, Town-sanctioned and/or organized athletic teams/leagues and recreational activities have been established (see Fee Schedule **B**) so as to attempt to recover much of the costs of operating and continuing such programs. For participants in these programs, the use of fields, buildings, or facilities are covered by the fee for team, league, program, or activity participation. For any and all other use of such facilities or buildings, potential users will be required to pay, in advance, the fee(s) established and to abide by all Town policies. Such users will be allowed equal access on a first-come/first serve basis.

To schedule the exclusive, reserved use of a field, building, park or facility, for recreation or activities not sanctioned or organized by the Town, individual or group users must fully complete a Town application form, including the remittance of any and all fees required, and return it to authorized Town recreation staff not less than 48 hours in advance of the time such activity/use is to occur. Users will be required to sign a standard Liability Waiver/Release Form if "Not-for-Profit"; and provide a Certificate of Liability Insurance, naming the Town of Dallas as additionally insured, in a minimum coverage amount of \$500,000, if "For-Profit".

Users shall be classified and designated as "For-Profit" if they represent, and are funded by a for-profit business or corporate entity; or, if they charge for admission; sell merchandise or concessions; operate tournaments for participant fees; gain advertising or business sponsorship; or engage in any other act or activity which is designed to generate revenues greater than the simple recouping of Town Use fees from individual participants equal to a pro-rata share of said fees. For determination of Fees hereunder, all other users shall be classified as and considered "Not-for-Profit".

Individual users must be Town of Dallas residents to be eligible for "Town Resident" Use fee designation; while for groups or teams of users, No greater than twenty percent (20%) of all covered participants may be "Non-Town Residents" in order to remain eligible for "Town Resident" Use fee designation.

Any minimal use of Buildings and/or facilities exclusively for the below-listed purposes shall be considered "Town-sanctioned" and, as a result, not subject to User Fees hereunder:

- The charitable distribution of goods or services on a non-discriminatory basis.
- The short-duration, "kick-off", "wrap-up", or award or recognition ceremony, associated with or incidental to other Town-sanctioned or approved, not-for-profit events.
- The use of fields for non-exclusive, un-reserved, "pick-up" practices, games, or matches not part of any organized league.
- The use of fields or other outdoor, public areas for non-exclusive, unreserved recreational, fitness, sporting, or personal fulfillment activities of a nature and character customary to such fields or areas and which are not damaging to such areas, or which serve to threaten or endanger the wellbeing or equal access of others similarly engaged or in proximity.

**Dennis Franklin Gym:**

Town-sponsored use of the Dennis Franklin Gym shall consist of: In-season, or pre-season, Youth Basketball and Cheerleading Games and Practices involving all team or squad members. Any and all other use shall be prohibited unless authorized in advance by formal action of the Board of Aldermen.

Use by participants engaged in pre-approved and permitted activities may only occur and continue so long as a Town of Dallas employee remains present within the building.

**Jaggers Park:**

At present, the Town of Dallas does not sanction or organize the use of Jaggers Park for any fee-for-participation teams, leagues, or activities. However, we reserve the right to do so for Youth or Adult Baseball and/or Softball games or practices of sanctioned teams/leagues. Any and all other use shall be subject to fees:

**Fees: (All Other)**

**Refer to the Current Town of Dallas Fee Schedule**

**Carr School Fields:**

The Town of Dallas Parks & Recreation Department Sanctions and Organizes an extensive list of fee-for-participation Youth sports at Carr School Fields, which includes in-season and pre-season practices and games, involving all team members, for Baseball (T-ball, Coach-pitch, and traditional), Softball, and Soccer. Any and all other use, including Adult team or League play, or Youth Fall Baseball, or any other organized activities not subject to fee-for-participation under Town Fee Schedule B, shall be allowed only if scheduled not in conflict with Town-sanctioned and organized activities and then subject to fees:

**Fees: (All Other)**

**Refer to the Current Town of Dallas Fee Schedule**

**Cloninger Park:**

Town-sponsored use of the athletic field at Cloninger Park shall consist *of*: Inseason, or pre-season organized (Southland League) Youth Football games and practices involving all team members; the yearly 4th of July Fireworks display; and general, open public use of the walking track. Use for League Youth Football shall be subject to fees:

**Fees:****Refer to the Current Town of Dallas Fee Schedule****Civic Center Building:**

Town-sponsored use of the Dallas Town Civic Center Building shall consist of the holding of ongoing, organized Senior Citizen exercise and fitness classes as well as regularly-scheduled educational and social meetings and trip planning sessions, Any and all other use shall be subject to fees:

**Fees: (All Other)****Refer to the Current Town of Dallas Fee Schedule****Historic Courthouse, Gazebo, and/or Court Square:**

Rentals of these facilities are managed by the Gaston County Museum of Art and History. Contact the Museum for current rental fees at 704-922-7681.

**TOWN OF DALLAS  
RELEASE OF LIABILITY**

**In exchange** for the granting of access to, and use of, a Town of Dallas Building, Athletic Field, Park, or Facility, I/We \_\_\_\_\_ ,  
Representing \_\_\_\_\_, Agree as follows:

1. To, observe and obey all posted and/or conveyed directions, policies, rules, or warnings regarding use of Town of Dallas property as issued by the Town of Dallas, its staff, employees, agents, or volunteers; and,
2. To, on behalf of the individual(s) and/or organization represented, **indemnify and hold harmless the Town of Dallas, its Park & Recreation Department staff, employees, agents, or volunteers, from any and all suits, claims of damages, or liability** for any and all personal injury to myself or other participants so represented, or for damages to personal property owned or controlled by me/us, occurring as a result of, or while engaged in activities conducted within the confines of Town of Dallas property permitted hereby; and,
3. To assume full responsibility for damages to Town of Dallas property caused by, or resulting from my/our negligent, willful or reckless acts that may or may not be in violation of Town directions, policies, rules, or warnings conveyed, posted, or issued.
4. **I/We further Agree** to leave the property used in a generally clean, orderly, and undamaged state, approximately similar in condition to that in existence immediately preceding my/our permitted use. (Failure to do so can result in additional fees for cleanup or restoration).

**I/WE HAVE READ THE ABOVE "RELEASE OF LIABILITY" DOCUMENT AND DECLARE THAT I/WE UNDERSTAND IT FULLY AND THAT BY SIGNING THIS RELEASE ARE VOLUNTARILY SURRENDERING CERTAIN LEGAL RIGHTS IN THE PROCESS.**

Dated: \_\_\_\_\_

Signature of Applicant(s): \_\_\_\_\_

Participant(s): Printed Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone#: \_\_\_\_\_