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. Cloninger Park Picnic Shelter
- 2. Jaggers Park Picnic Shelter

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.

Jaggers Park Picnic Shelter:

At present, the Town of Dallas does not sanction or organize the use of Jaggers Park Picnic Shelter for any town sponsored events. Any and all other use shall be subject to the following fees:

Fees: (All Other)

Refer to the Current Town of Dallas Fee Schedule

The shelter may be rented for: **AM Block** 10am – 2pm **PM Block** 3pm – 7pm (winter hours: 3pm – dusk) **Daily** 10am – 7pm (winter hours: 10am – dusk) The following items are **not** permitted on park property:

- inflatables (bounce houses)
- alcoholic beverages

The following items are **only permitted in the parking lot**:

- grease deep fryers
- personal grills
- large smokers
- commercial grills

Refund Policy:

Cancellation of a reservation will result in the rental fee being non-refundable unless the cancellation notice is received 10 days prior to the reservation. In the event of inclement weather cancellation notice must be received 5 days prior to the reservation. If it rains the day of your event no refund will be issued but the user may choose another available date at the same location within one month of the original reservation date.

Note: A shelter reservation does not close the entire park – it is still open to the public.

<u>Cloninger Park Picnic Shelter:</u>

Town-sponsored use of the Picnic Shelter shall consist *of*: The Crop Walk, or pre-season organized Youth Soccer games and practices, and banquets involving all team members; the annual 4th of July Fireworks display; All other use shall be subject to the following Fees:

Fees: (All Other)

Refer to the Current Town of Dallas Fee Schedule

The shelter may be rented for: **AM Block** 10am – 2pm **PM Block** 3pm – 7pm (winter hours: 3pm – dusk) **Daily** 10am – 7pm (winter hours: 10am – dusk)

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Note: A shelter reservation does not close the entire park – it is still open to the public.

TOWN OF DALLAS	
RELEASE OF LIABILITY	
In exchange for the granting of access to, and use of, a Town of Dallas H	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 rnay 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.

Date: _____

Signature of Applicant(s): _____

Participant(s): Printed Name(s):_____

Address:_____

Telep	hone#:			

Adopted 4/09/2019