



# CHELMSFORD COMMUNITY EDUCATION

170 Dalton Road

Chelmsford, Massachusetts 01824

Phone: 978-251-5151 ♦ Fax: 978-251-5154

## PROCEDURE FOR USE OF CHELMSFORD FIELDS

The Town of Chelmsford and Chelmsford Public Schools encourages and permits as wide a use of district-wide fields for educational, recreational, social, civic, philanthropic and like-purposed as the Town/Schools deem in the best interest of the community. We recognize the capital investment the community has made in its fields and believes they should be available for legitimate purposes, so long as the usage does not restrict the educational program or subject the Town/School Department to additional operational expense or liability. The application of this policy requires that all organizations (profit or non-profit) requesting use of fields adhere to a procedure which explicitly defines responsibility and outlines charges deemed necessary by the Superintendent. We reserve the right to amend these policies and procedures without prior notice and to refuse the use of any field for an activity which is judged to be inappropriate.

### **A. Town & School Fields:**

#### **1. Leasing/Management of Fields:**

- a. The current leasing/management authority (referred to as the Field Use Committee) consists of the Community Education Director and the Athletic Director, along with the assistance of the Director of Public Facilities.
- b. Funds received from rental of fields shall be deposited into the Civic Activities Account.

#### **2. Public Use:** Use of fields by organizations which are non-profit and non-controversial in nature and of benefit to the general welfare of the community is authorized with minimal charges attached. Use of fields by commercial and private groups may be authorized by the Field Use Committee.

#### **3. Supervision:** It is the responsibility of the person present and in charge of the event to supervise and be responsible for the actions and conduct of all persons he/she allows to use the premises. It is his/her responsibility to challenge and exclude anyone for whom he/she is not assuming responsibility. The fields must be supervised by an adequate number of adult sponsors to assure proper care and use of the property. Chelmsford Community Education provides Field Supervisors who will ensure that users carry permits, and that no unauthorized activities are taking place.

#### **4. Moving and Adjusting Equipment:** The moving and adjusting of equipment, and similar tasks, will be done by, or under the direction of, a qualified Town/School employee.

#### **5. Safety and Order:**

- a. The use of all-terrain vehicles (ATVs), snowmobiles, mini-bikes, go-carts, and golf clubs is prohibited on the premises. Skateboards are prohibited, except at the Skateboard Park.
- b. The use of any non-authorized vehicle (cars, trucks, etc.) on the unpaved areas of the grounds is prohibited.
- c. The possession and/or use of guns and other weapons of any kind is prohibited on Town/School grounds.
- d. It is left up to the discretion of outside Users to CORI-check (Criminal Offender Record Information) participating adults. All monitoring is the responsibility of the User.
- e. No animals are permitted on the grounds without approval.
- f. The posted speed limit shall be observed on all Town/School grounds.

### **B. Procedure for Requesting Use of Town/School Fields:**

1. Requests for fields should be directed to Chelmsford Community Education, 170 Dalton Road, Chelmsford, MA 01824, 978-251-5151. The **Application for Use of Chelmsford Fields** is available in the office and on the website ([www.ChelmsfordCommunityEducation.org](http://www.ChelmsfordCommunityEducation.org)).
2. Applications should be submitted to Chelmsford Community Education for approval by the Field Use Committee, based on availability of requested field.
3. Following approval, the applicant will be given a Permit, which must be on-site while the group is using the field.
4. Applicable charges are paid at the time of application. Additional fees may be billed following receipt of the application or completion of the event (e.g., if Maintenance needs to clean up or repair fields/equipment).
5. Certificate of insurance must be on file before approval is granted.
6. All school-related and town-related activities may use the facilities free of charge, based on availability. The application process must still be completed.

**C. Fees for use of Town/School Fields:**

1. Town Youth Group: \$15 per participant OR Partnership Agreement. A roster listing names and addresses of participants is required before a permit will be issued. In addition, you may be required to provide the previous year's roster.
  - a. Partnership Agreements will be developed by the user group and the Field Use Committee. These Agreements shall not have any hidden or undesirable costs, including potential costs associated with personal or organizational liability or long-term maintenance costs not supported by the annual budget. The planned improvements must be able to be maintained over the course of time.
  - b. The decision to retire or eliminate improvements provided by user groups shall be made by the Field Use Committee. In some instances, the original providers of said improvements will be contacted to determine if they wish to provide continued support for the maintenance or replacement of the improvements.
2. Town Residents (at least 75% of group): Block charges (2 hours) of \$30/weekdays, and \$37.50/weekends OR Partnership Agreement. A roster listing names and addresses of participants is required before a permit will be issued. In addition, you may be required to provide the previous year's roster.
3. Non-Resident or Profit: Block charges (2 hours) of \$45/weekdays, and \$60/weekends.

**D. Additional Fees for Services:**

1. Cost for using Chelmsford fields will be determined by the space desired, plus any equipment, maintenance or custodial services deemed to be required.

**E. All Organizations:**

1. Shall designate a person in charge who is responsible for activities of its members. This person must be at least 21 years of age.
2. Shall strictly limit attendance to members of the organization or group when the field is being used for recreational purposes.
3. Shall agree to the following indemnification and insurance guidelines: The User hereby releases, acquits, discharges, and covenants to hold harmless the Committee, its successors, officers, employees, servants and agents, of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses, and compensation on account of, or in any way growing out of, directly or indirectly, all known and unknown personal injuries or property damage which it may now or hereafter have resulting from personal injuries and/or any harm to person(s) participating in or attending a specific event on any field or recreational area; FURTHERMORE, the User agrees to protect the Committee its successors, officers, employees, servants and agents against any claim for damages, compensation or otherwise on the part of the User or its members growing out of or resulting from injury to the User, its members or any guests in connection with its/their participation in or attendance at any events performed on any field or recreational area, and to INDEMNIFY, reimburse or make good to the Committee its successors, officers, employees, servants and agents any loss or damage of costs, including attorney's fees, the Committee or its representatives may have to pay if any litigation arises from the User or its' members' intentional, grossly negligent, or reckless acts or omissions while participating in any events on any field or recreational area.
4. Shall provide a written copy of a policy of liability insurance in the amount of one million dollars (\$1,000,000). The Town of Chelmsford and the Chelmsford School Committee, as well as their officers, employees and agents shall be named as an additional insured. Certain groups will be exempt from this provision.
5. Shall assume responsibility of liability in case of accident or injury to member participants and spectators.
6. Shall agree that no expense or indebtedness shall accrue to the Town or School by reason of the use of the fields.
7. Shall agree that the Town/School shall not be liable for any amounts whatsoever due to the use of the property.
8. Shall not make any improvements to the premises unless authorized in writing by the Community Education Director. Such improvements upon completion shall become property of the Town/School.
9. The "No Drinking" bylaws in Chelmsford shall be observed.
10. No smoking is allowed anywhere on school property.
11. Participating parties shall clean the area after completion of the event(s). If it is deemed necessary for Maintenance to clean up after your event, you will be invoiced for that service.
12. Vehicles are not permitted on grassy areas of the fields or on the islands in the parking lots.

**F. Scheduling:**

1. Group Classification:

For the purpose of access eligibility and scheduling priority, groups are classified below.

- a. Group A – School/Town-sponsored and directed.
- b. Group B – Organizations affiliated with Chelmsford Schools and/or Town (e.g., PTO, Booster Clubs, 24-Hour Relay, curricular and related activities).
- c. Group C – Chelmsford-based youth groups (e.g., scouts, 4-H, youth sports, and youth programs).
- d. Group D – Chelmsford-based adult service organizations (e.g., Rotary, Elks, churches)
- e. Group E – Adult athletic groups (e.g., sports leagues, employee organizations).
- f. Group F – Commercial youth service (e.g., dance studios, sports clubs, private for profit).
- g. Group G – Commercial enterprise (e.g., private businesses).

2. Availability:

- a. Scheduling priority is based on group classification. Group A is given priority over B, B over C, etc.
- b. Prior approved use of the field may be canceled or relocated if a Town/School function arises.
- c. Outdoor scoreboards, the press box, concession stands, outdoor lighting, etc. are not available for use by any group or organization without approval.



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170 Dalton Road  
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## APPLICATION FOR USE OF CHELMSFORD FIELD(S)

Name of Organization: \_\_\_\_\_ Date: \_\_\_\_\_

Type of Event: \_\_\_\_\_ # of participants: \_\_\_\_\_

Event Name: \_\_\_\_\_ est. # of spectators: \_\_\_\_\_

If more than one field is needed, please list separately (use additional applications, if necessary). See map of fields in our office (or soon to be available on our website).

**Field requested:** \_\_\_\_\_

From date(s): \_\_\_\_\_ To date(s): \_\_\_\_\_

From time(s): \_\_\_\_\_ To time(s): \_\_\_\_\_

**If more than one field is needed:** \_\_\_\_\_

From date(s): \_\_\_\_\_ To date(s): \_\_\_\_\_

From time(s): \_\_\_\_\_ To time(s): \_\_\_\_\_

**If more than two fields are needed, please use additional applications.**

Person in Charge of Activity: \_\_\_\_\_ Home #: \_\_\_\_\_

Address: \_\_\_\_\_ Cell #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Work #: \_\_\_\_\_

Email: \_\_\_\_\_ Fax #: \_\_\_\_\_

Any questions regarding this application should be directed to Chelmsford Community Education at 978-251-5151.

It is agreed that:

1. The No Drinking bylaws in Chelmsford will be observed.
2. Smoking is not permitted anywhere on school property.
3. Participating parties shall clean the area after completion of the event(s).
4. **VEHICLES ARE NOT PERMITTED ON GRASSY AREAS OF THE FIELDS OR ON THE ISLANDS IN THE PARKING LOTS.**

- CHECK ATTACHED FOR \$ \_\_\_\_\_, payable to *Town of Chelmsford/CommEd*. (Complete fee calculation on reverse side.)
- If requesting **Town Youth or Resident rate**, attach a roster of participants. Although your roster may not be available with this application, it must be received in our office at least one week prior to requested date. Otherwise, you'll be charged the **Non-Resident or Profit rate**. Additionally, you may be required to provide last year's roster.
- Schedule of games/events attached
- Certificate of Insurance attached Expiration date: \_\_\_\_\_
- I have read the Procedure for Use of Chelmsford Fields with care before signing this agreement. Our group has read, fully understands and agrees to abide by the rules, regulations, and restrictions governing the use of these fields and agrees to be responsible for any damage to the property due to such occupancy and for the strict observance of the rules and regulations of Chelmsford Public Schools relative to the use of such facilities. We also agree to pay any designated fees upon submission of the application.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approval of CommEd Director: \_\_\_\_\_ Date: \_\_\_\_\_

Approval of Athletic Director: \_\_\_\_\_ Date: \_\_\_\_\_

