

Town of Dove Creek & Recreation Department
Application and Agreement for Use of Park Facilities
www.dovecreekrec.com - PO Box 791 - Dove Creek, CO 81324 - 970-677-9540

GENERAL INFORMATION

Date of Application: _____ Organization/Group Name: _____
Contact Person
Name: (Last) _____ (First) _____ (M) _____
Address: _____ City: _____
State: _____ Zip Code: _____ Email: _____
Phone Number: _____ Cell Number: _____
Alternate Contact Person: _____ Phone/Cell Number: _____

PARK AND FACILITY INFORMATION

- *Use of the Community Center building requires a separate contract with separate fees incurred. This contract is for use of the Town of Dove Creek's outside park facilities only.*
- *If you are applying for a Special Events permit for alcohol there is a minimum 60 day process. Please inquire at the Dove Creek Town Office 970-677-2255.*

Applicant must provide an attachment of additional details with this application including a description and detailed drawing of the location and layout for the event.

Town Park Facility to be used (circle all that apply):

Weber Park Baseball Field Tennis Courts Horseshoe Pits Triangle Park

Date(s) and Time(s) of Use: _____

Purpose of Event: _____ Size of Group: _____

Activities at Event:

PARK USE FEES

*Applicant will need to provide separate checks for the rental fee and deposit. The rental fee and deposit must be collected prior to use of park facilities. **NOTE: Multi-day use is limited to 3 days.***

Weber Park (includes fenced park area and area behind baseball field and cook shack) & Triangle Park

<u>Under 100 people</u>		<u>100 or more people</u>	
Single Day Use	\$50.00	Single Day Use	\$250.00
Multi-Day Use	\$150.00	Multi-Day Use	\$500.00
Damage Deposit	\$100.00	Damage Deposit	\$500.00

Other Town Park Facilities (includes baseball field, tennis court, and horse shoe pits)

Single Day Use	\$25.00
Multi-Day Use	\$50.00
Damage Deposit	\$50.00

APPLICATION TERMS AND CONDITIONS

Town parks and recreation areas may be reserved and used for special events by groups or organizations by permit issued by the Town Manager upon compliance with the following terms and conditions:

1. **Written Agreement:** Written application for a permit shall be submitted to the Recreation Director containing such information as the Town Manager deems necessary to evaluate the proposed special event.
2. **Payment of Costs:** The applicant shall pay a rental and deposit fees as may be established by the Town of Dove Creek Board of Trustees and agrees to pay upon request the actual costs to the Town in providing any additional municipal services as may be required in connection with the applicant's use of the park or special event. Additional services shall include any regular or overtime salaries of Town personnel, equipment usage, fuel, trash removal and sanitary provisions.
3. **Insurance:** The applicant agrees to pay for and provide proof of liability insurance to protect the Town from any liability for any injuries or damages of any kind which may arise out of the holding of the special event or applicant's use of the park. **The applicant shall pay for and provide public liability and spectator's insurance in the following amounts: at least \$150,000 per occurrence/\$600,000 per aggregate occurrence. The Town of Dove Creek must be included as a named insured on your insurance policy, and a loss payable clause must be received prior to the event or rental.** Such coverage must be in full force and effect throughout the entire time applicant uses the park facilities. If, for any reason, the required insurance is not in full force and effect on the dates and times specified in the application, the Town's permission to use the park shall be deemed to have been revoked and the applicant shall not be permitted to use the park facilities. Evidence of the required insurance shall be filed with and approved by the Town Manager at least one week prior to the commencement of the applicant use of the park facilities.
4. **Conduct of Applicant:** Applicant shall see that all members, guest, participants, spectators, and others shall act in a responsible manner at all times while using the park facilities, and the special event(s) sponsored by the applicant shall be held in such a manner so as to cause the least amount of disturbance to those persons residing near the park facilities to minimize the damage to public property.
5. **Waste and Sanitation:** Applicant shall insure that sufficient waste containers and port-a-pots be supplied should the number of attendees exceed normal handling capacities of those facilities on site or provided by the Town. **Multi-day use applicants are required to provide their own waste containers/trash services.**
6. **Damages:** Applicant hereby assumes financial responsibility for all damages done to public property during the time applicant uses the park facilities, and applicant agrees to pay for any damages done to public property during such usage.
7. **Camping:** No camping will be allowed by applicant or any participants for park usage or special events.
8. **Dogs:** Town ordinance prohibits dogs in park facilities.
9. **Revocation of Permit:** This permit may be revoked at any time by the Town.
10. **Authority:** The undersigned person represents and warrants to the Town and he/she is fully authorized to execute this agreement on behalf of the applicant. By signing this application the applicant acknowledges their commitment to abide by the laws of the Town of Dove Creek and the conditions of this agreement.

Town of Dove Creek Parks and Recreation Facility Use Permit

I, _____
Name Address

the undersigned, accept responsibility for the described contracted area or facility and agree to make restitution for any damage to the contracted area or facility which occurs as a result of my use of the contracted area or facility. I hereby hold harmless and release the Town of Dove Creek, its officers, employees, agents and servants from any and all liability, claims, demands, actions or causes of action whatsoever, arising out of any loss, damage, or injury that may occur as a result of my use of the contracted area or facility. I, the undersigned, agree to clean up the contracted area immediately following its use. If I fail to clean up as promised, I agree to pay the Town for the cost of any clean up necessary for the Town to do.

I agree to be responsible for the actions of any organization or affiliate groups who use the facility as part of this permit. I agree all activities shall be conducted in a decent, orderly, and respectable manner and without the use of profanity, verbal obscenity, lewdness, undue noise, or other disturbances or activity offensive to other citizens during the permitted use.

The undersigned ASSUMES ALL RISKS associated with the User's participation in the activity. IN CONSIDERATION OF ALLOWING THE USER TO USE THE TOWN FACILITY FOR THE ACTIVITY, THE UNDERSIGNED AGREES TO HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY THE TOWN OF DOVE CREEK its staff, volunteers and employees, and its affiliated companies and subsidiaries, including but not limited to those that operate the event and associated events, and all their respective insurance companies, successors in interest, commercial and corporate sponsors, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") FROM ANY AND ALL LIABILITY and/or claims for injury or death to persons or damage to property arising from the Participant's participation in the activity. The undersigned takes full responsibility for any injury or loss to Participant, including death, which participant may suffer, arising in whole or in part out of the activity, INCLUDING THOSE INJURIES AND DAMAGES CAUSED BY ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. By execution of this release, THE UNDERSIGNED AGREES NOT TO SUE THE TOWN OF DOVE CREEK OR ANY OTHER RELEASED PARTY and agrees they are releasing any right to make a claim or file a lawsuit against any Released Party. The undersigned further agrees to defend and indemnify each Released Party for any and all claims of the undersigned and/or a third party arising in whole or in part from the Participant's participation in the activity. The undersigned agrees to pay all costs and attorney's fees incurred by any Released Party in defending a claim or suit brought by or on behalf of the undersigned.

I agree violation of any of the terms of this permit may result in the immediate suspension or revocation of the permit and the denial of future permit privileges at the sole discretion of the Town Director of Parks and Recreation or his/her designated representative. If notice of cancellation of a request is not received at the office of the director at least forty-eight hours prior to the date of the event, then I may be held responsible for all charges at the discretion of the director.

I agree to pay the city for any labor, services, costs, fees, incurred as a result of my use of the facility.

Authorized Signature: _____ Date: _____

Approved By: _____

Town Manager

Recreation Director

For Administrative Use Only:

Date: _____ Rental Amount: _____ Payment Form: _____

Deposit Amount: _____ Payment Form: _____

**Check List for Conditions of Use of Town Park Facilities
For Town Use Only**

Conditions of Use: Permit Holder Shall Agree To The Following Conditions:

- _____ Proof of insurance listing the Town of Dove Creek as an additional insured on the Policy
- _____ Clean up of the area used
- _____ Provide portable toilets
- _____ Provide trash removal services
- _____ Provide law enforcement
- _____ Provide security
- _____ Provide fencing
- _____ Permission to enter grass area with a vehicle (sprinklers to be marked in advance. NO ONE will enter until marking is done. NOTE – Town Staff requires 1 week notice minimum).

Approved By: _____
Town Manager

Date: _____

Recreation Director