



CITY OF
**SOUTH
PORTLAND**
Parks, Recreation
& Waterfront

OUTDOOR ATHLETIC FACILITY USE POLICIES & RULES

It is the policy of the City of South Portland Parks, Recreation & Waterfront Department (hereafter the “Department”) that some of the buildings, parks and other facilities owned by the City and overseen by the Department should be made available to the public to use for activities that benefit City residents, at a reasonable cost. Therefore, the Department sets forth the following rules and regulations for the management and protection of the public facilities it oversees and for the protection of the persons granted permission to use the same.

Failure to observe and abide by the Facility Usage Rules and Policies may result in the immediate termination of the Facility Use Permit, forfeiture of all fees and removal from the reserved facility.

Questions? Rick Perruzzi, Recreation Manager, eperruzzi@southportland.gov

Requests for a single day, one-time reservation or Special Event can be submitted up to 365 days prior to the reservation date. Please note, Parks & Recreation programming and annual special events take precedent to all requests.

GENERAL ATHLETIC FIELD RULES

- The applicant shall not engage in or allow any illegal activity to occur at the public facility. Possession, consumption or use of illegal drugs, alcoholic beverages and/or tobacco products within the facility is prohibitory.
- The applicant is responsible for any damage to the public facility or any part thereof caused directly or indirectly by the applicant or his/her agents, employees, guests, or invitees. The City shall not be liable for any damage or loss to any property of the applicant from any cause whatsoever while said property is located on the premises for storage purposes or otherwise.
- The applicant is responsible for returning equipment belonging to the facility to its original spot and condition after use.
- Please report all vandalism to the Parks, Recreation & Waterfront Department or Police Department.
- The applicant and all its participants, officials, and spectators are expected to display proper sportsmanship and respect for all others at the facility. The penalty will be removal from the facility for individuals or groups who fail to follow this rule.
- The applicant is allowed to bring grills or other food prep devices onto the property for the purpose of having a team or group party. Grills are only acceptable for organizations that are running concessions during special events for the sole purpose for fundraising. In this case, the applicant must obtain the proper food service permit and or special event license from the City Clerk’s Office at least 14 day prior to the event.
- It is not permissible for tailgating and overnight stays in vehicles, RV’s or tents.
- **Golf Cart Usage** - Organizations may supply golf carts for use at Wainwright Farm Recreation Complex at their own cost and expense. The driver of the cart must be 18 years of age or older. Each driver will need to meet with the on-site Facility Supervisor to go over operational rules. If an organization is not following the rules, it will not be able to use outside-supplied golf carts in the complex again. Organizations will need to provide proof of insurance on the outside-supplied golf carts.
- **Deliveries to Wainwright Farm Recreation Complex** -Approval of deliveries will be by the Director of Parks and Recreation or the Recreation Facility Manager at least 1 week prior to delivery. A member of the organization must be there to accept the delivery. Refusal of the equipment will happen if no one is there from the organization. The

Department staff is not responsible for the equipment or the delivery. Department staff will NOT sign for it. Equipment cannot be stored in the Wainwright Farm Recreation Complex building.

- **Pre-Game/Post-Game/In between Innings for Tournaments-** Due to field preps between games, teams will not be able to warm up on the field until the field crew has exited. Please find designated areas for warm-ups as arranged by the tournament director. Teams shall not hold any post game meetings on the field. There is no batting/soft-toss allowed against any fence or on any lined/irrigated field within the complex.
- **Softball Specific-** When doing pregame hitting, the batter MUST STAND in foul territory on the infield dirt. No person should be hitting standing on turf/grass on the field. If foul territory is limited, then using “fair territory” on the infield dirt is acceptable.
- **Baseball Specific-** There is no batting practice on any part of the field(s) at any time. All pregame hitting shall take place in the batting tunnel or designated area, which will be established and approved by the facility manager.

Standards for Issuance

The Facility Supervisor shall approve an application submitted based on facility availability, priority of usage, maintenance impact on the facility, best use of the facility and only if the application meets the following criteria:

1. The proposed event or activity shall not endanger the health and safety of persons who visit the public facility
2. Adequate parking facilities exist and are available to accommodate the number of expected attendees at the proposed event or activity at the public facility;
3. Adequate sanitary facilities exist and are available to accommodate the proposed event;
4. The event or activity shall not cause damage from destruction or overuse of the grounds, equipment, vegetation, buildings, fences or other amenities in the public facility;
5. The proposed event or activity shall not unreasonably disturb persons who own and/or occupy land that is adjacent to such public facility;
6. The public facility or portion thereof to be used has not been reserved for other use at the day and hour required in the application.
7. The applicant has demonstrated the ability and intent to provide adequate supervision of the activity and understands the applicable rules and regulations.

General Conditions of Use

1. The applicant is responsible for leaving the public facilities in the same condition in which received, and shall be responsible for any loss or damage to facilities or equipment. The applicant shall be charged for any required repair or cleanup costs incurred as a result of the applicant's use of the public facilities.
2. The City shall not be liable for any damage or loss to any property of the applicant from any cause whatsoever while said property is located on the premises for storage purposes or otherwise.
3. The applicant is required to comply with all applicable federal, state and local statutes, ordinances and regulations, in addition to any policies or conditions imposed by the Facility Manager or Director of the Department upon approval of the request, including, but not limited to, all of the following:
 - Arranging and paying for adequate security services by the City of South Portland Police Department, if necessary.
 - When the use of City equipment is requested, arranging for qualified City employees to be present and available for the operation of the same.
 - When other City licenses, permits or approvals are required (*e.g.*, special event, food vendor, amplified sound, road closure, signage), the applicant must follow the proper procedure for seeking and obtaining such other licenses, permits or approvals. Contact the City Clerk's office at least 30 days prior to the event and once the other license, permit or approval is obtained, a copy must be submitted to the Facility Supervisor.
4. The applicant shall not engage in or allow any illegal activity to occur at the public facility. Illegal drugs, alcoholic beverages and/or tobacco products shall not be brought onto or consumed within the public facility.
5. The applicant is responsible for any damage to the public facility or any part thereof caused directly or indirectly by the applicant or his/her agents, employees, guests, or invitees. The applicant is required to indemnify the City for any claims arising from the applicant's use of the public facility.
6. Any outstanding debts owed to the City of South Portland or violation of City policies during a previous reservation will result in denial of usage of any facility.

Insurance Requirements

Renters are required to provide proof of general liability insurance provided by an insurance company or companies licensed or approved to do business in the State of Maine by the Maine Bureau of Insurance to cover any loss or damage to public facilities or City equipment in an amount not less than \$1 million.

1. All policies evidenced to the City shall name the City of South Portland as an additional insured.
2. Certificate Holder must read:
City of South Portland
25 Cottage Road
South Portland, ME 04106
3. For any one-day event, proof of general liability insurance in compliance with this policy must be provided to the Facility Manager prior to approval of the use application.
4. Any tournament, league and/or organization must present proof of general liability insurance in compliance with this policy to the Facility Manager at least two (2) weeks prior to the event. Failure to do so may result in the cancellation of rental.

If renter does not have insurance

Maine Municipal Association (MMA) Risk Management Services sponsors a tenant user liability program called “Gatherguard” which provides an opportunity for general liability insurance for outside entities and private groups that wish to use municipal facilities owned by members of the MMA Property and Casualty Pool. The City is a member of the MMA Property and Casualty Pool, and so Gatherguard is available to users of City-owned public facilities. Coverage limits of \$1 million are available for the event/program, including liability for bodily injury and property damage. Go to:

1. www.gatherguard.com
2. Wainwright Athletic Complex: **Use Venue Code 0419-013**
3. South Portland High School Field: **Use Venue Code 0419-006**

User Priority

Groups that use city facilities are characterized as follows, organized from highest to lowest priority.

1. South Portland Parks, Recreation & Waterfront programs & events.
2. South Portland Schools and their associated School Committee sanctioned programs.
3. Non-profit organizations with 100% South Portland resident participation.
4. Non-profit organizations with less than 100% South Portland resident participation. Refer to fee schedule for rates.
5. Commercial, profit-making activities.

Administering Facility Rental Fees

1. Priority 1 Groups or activities will not be charged a rental fee.
2. Priority 2 Groups or activities will not be charged a rental fee, but may be charged other support fees (site supervisor, technical support, maintenance support, etc.) depending on the nature of the event.
3. Priority 3 Groups or activities will not be charged a rental fee may be charged other support fees (site supervisor, technical support, maintenance support, etc.) depending on the nature of the event.
4. Priority 4 Groups or activities will be charged a rental fee at the appropriate rate, and may be charged other support fees (site supervisor, technical support, maintenance support, etc.) depending on the nature of the event.
5. Priority 5 Groups or activities will be charged a rental fee at the appropriate rate and may be charged other support fees (site supervisor, technical support, maintenance support, etc.) depending on the nature of the event.

Payment/Cancellation/Refund Policy

1. **Balance is do upon reservation confirmation.** If balance is unpaid 7 days prior to your first date, we reserve the right to release your reservation date.
 2. Cancellation greater than 7 days prior to rental = full refund
 3. Cancellation less than 7 days prior to rental = no refund
 4. Modification to rental less than 7 days prior to your event = an additional \$30 fee per request.
 5. No show on date of rental = loss of rental fee & deposit
- ***Any event that is modified or cancelled due to inclement weather will either be credited to account or a full refund will apply.***

Special Events/Tournament Cancellation/Refund Policy

1. 30 days prior to scheduled use-100% Refund or credit
 2. 30 days-24 hours prior to scheduled use-\$100 Fee added(modification) or 50% rental fee(cancellation)
 3. Less than 24 hours prior to scheduled use-\$200 Fee added(modification) or full rental fee(s) incurred(cancellation)
- ***Any event that is modified or cancelled due to inclement weather will either be credited to account or a full refund will apply.***

Failure to Comply with Policy

Any individual, group or organization that does not comply with the terms and conditions set forth in this Policy will be disqualified from future use of Department facilities at the discretion of the Director of the Department. Any person applying to use a Department facility and found to provide false information, such as false team member names and addresses, shall be disqualified from future use of the City facilities.