



FIELDHOUSE USE POLICIES & APPLICATION SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

Definitions:

1. **Resident Pass:** Daily, Monthly, Annual and Punch Passes with associated fees adopted by the SBSRD Board and offered to those living or working in Summit County.
2. **Non-Resident Pass:** Daily and Punch Pass with associated fees offered to visitors of Summit County.
3. **Senior Citizen Pass:** Discounted pass with associated fees for those 60 years and over.
4. **Stakeholder:** Any team or organization within the PCSD boundaries that utilizes Basin Recreation facilities and meets the criteria below. If a team or organization fails to meet any of these criteria, they will no longer be considered stakeholders and will no longer be entitled to stakeholders consideration for field use (indoor or outdoor fields):
 - a. At least 95% of the team or organization (s) participants reside in the PCSD, or attend PSCD schools
 - b. The team or organization provides services or shared equipment or facilities. Examples include: shared facility use, financial assistance, equipment donations or loans, coach and player training, volunteer support, or any other support of Basin Recreation programs, fields, or facilities.
 - c. Stakeholders will work toward equitable field use for all organizations or teams through full attendance at periodic stakeholders organizational meetings, and through resolving field problems on site.

FEES: Field House Rates Full Field per Hour (For 1/2 field rentals, cut fees in half)

	<u>First 20/hrs</u>	<u>Next 20/hrs</u>	<u>Next 20/hrs</u>	<u>Next 20/hrs</u>	<u>Next 20/ hrs</u>	<u>& Beyond</u>
Stakeholders:	\$85	\$75	\$65	\$55		\$50
Residents within School District:	\$100	\$90	\$80	\$70		\$60
Residents outside School District:	\$125	\$115	\$105	\$95		\$85
For Profit Business:	\$125	\$115	\$105	\$95		\$85
Special Event (Per day, 12 hour day):	\$1000-\$1500/day (Prime Season); \$600/day (Off Season)					
Off Season Rates (May 1-Labor day):	\$50/hr (Flat fee)					
For Profit Off Season Rates (May 1-Labor day):	\$50/hr (Flat fee)					

Purpose

The Snyderville Basin Recreation District Board established these policies for all persons and groups that use the Field house facilities and require them to be obeyed. Basin Recreation may alter, change, and add any rules they deem necessary to provide the public and all citizens of the Snyderville Basin area high quality facilities and to protect the public. Failure to follow these policies or any District policy could result in revoking of

passes or privileges for the individual or group, and the individual or user group being held financially responsible for damages, or the loss of use of any District facility.

General Policies

1. The Snyderville Basin Recreation District believes that it is in the best interest of all field users to define scheduling priorities for use of the Field House.
 - a. Programs and special events sponsored by SBSRD will take first priority.
 - i. In accordance with CC&R's of the Newpark Development, SBSRD will utilize the Field House facility for ten days per calendar year for non-athletic events such as concerts and conventions.
 - b. Stakeholder games will take second priority.
 - c. Reservations for local private groups may be submitted up to 6 months in advance. Schedules will be confirmed within two weeks of the time the reservation is submitted.
2. Reservations for stakeholder activities may be submitted on an ongoing basis and will be scheduled according to space availability and user history. Tournaments and qualified special events may be scheduled up to 2 year(s) in advance.
3. Non-resident groups will take third priority.
 - a. Reservations for non-resident groups may be submitted up to three months in advance. Schedules will be confirmed within two weeks of the time the reservation is submitted.
3. A Field House Use Application and Agreement (Exhibit A) must be submitted to the Snyderville Basin Special Recreation District at the time the reservation is made.
 - a. Deposits: Field reservations require a 50% deposit at the time of reservation confirmation.
 - b. Final Payment: Final payment for field use is due prior to field occupancy. Special final payment arrangements will be considered at the request of stakeholder groups reserving large blocks of time.
 - c. Cancellations: If a reserved field is cancelled less than 48 hours prior to use, deposit will be forfeited. Refunds will NOT be returned to Applicants who do not use their reservation and fail to cancel as stipulated above. If, due to unforeseen circumstances, a cancellation is initiated by the Basin Recreation staff, the reservation holder will be given a 100% refund for that specific date or Basin Recreation will provide a credit toward a mutually agreed upon future reservation.
4. Proof of local status is required for advanced reservations and to qualify for local user fees.
5. Reservations will be configured in 1-hour blocks. All groups are encouraged to arrive on time and leave the field immediately following their scheduled time.
6. To the extent possible, Recreation District personnel will schedule fields with consideration given to the most efficient use of the facility. For example, baseball and softball may be block scheduled to utilize batting cages.
7. Field reservation schedules will be posted on site weekly.
8. Person(s) or groups securing a reservation will be responsible for clean up, breakage, damage or vandalism. An additional fee will be charged for damage or additional staff clean up as needed.

9. Church and civic groups are subject to the same Resident and Non-resident fees published in the Basin Recreation Field House Fee Schedule. The Snyderville Basin Special Recreation District does not consider fee waivers.

10. Regulations:

- a. Hours of Use. Field House hours established by Basin Recreation are as follows (subject to change): M-F, 6am-10pm, Sat, 7am-9pm, Sun, 8am-9pm. **Extra staff costs of \$20/hr** will be charged for reservations before or after these times.
- b. Supervision. All person(s) or groups holding a reservation shall provide field supervision at all times. Supervisors(s) must identify themselves as such to Recreation District personnel.
- c. Conduct. No person shall engage in fighting, riotous, threatening or indecent conduct or use any abusive, threatening, profane or indecent language while on Field House property. Verbal or physical abuse of Recreation District staff or coaches, players, and spectators associated with the various users will not be permitted. Anyone violating this regulation will be asked to leave the grounds immediately.
- d. Field modifications. Any modification to the fields must first be approved by the Recreation District, including but not limited to placement of soccer or lacrosse goals or setting up of any temporary structures.
- e. Damage and clean up. The reservation holder shall require that all persons it is responsible for (coaches, players, spectators, and others) use the field space in a safe, prudent, and responsible manner and only for their usual and intended purpose. The reservation holder shall leave the field in a clean and orderly condition. All trash shall be disposed of properly.
- f. Sponsorship. The reservation holder shall not represent or imply that the Recreation District in any way sponsors, supports, or endorses the activity for which the fields are to be used without the express written consent of the Snyderville Basin Special Recreation District Board.
- g. Concessions. All concessions and fund-raising activities conducted on or adjacent to fields rented in this agreement shall be subject to licensing and permitting through Summit County.
- h. Alcohol. No person shall possess or use any alcoholic beverages within the Field House except as allowed by a permit issued by the County Commission and with the prior written approval of the Snyderville Basin Special Recreation District Board.
- i. Drugs. No person shall possess or use any illegal drugs on Field House property.
- j. Pets. No pets allowed unless permitted by special event.
- k. Noise. The reservation does not grant permission to amplify sound or music unless approved by Recreation District staff.
- l. Parking. Parking is not exclusive to Field House reservation holders.
- m. Lost and Found. Basin Recreation is not responsible for personal property that is lost or stolen. A "lost and found" is maintained at the Field House front desk. Items will be kept a maximum of 30 days.

SUGGESTIONS FOR IMPROVING OUR RESERVATION SYSTEM, PARK USE, FACILITIES, OR OUR SERVICE LEVEL ARE WELCOME.

PLEASE CONTACT THE DISTRICT ADMINISTRATIVE OFFICES AT (435) 649-1564.

EXHIBIT A

**BASIN RECREATION FIELDHOUSE
FACILITY USE AGREEMENT
1388 Center Dr, Park City, UT 84098
435-655-0999, fax 435-649-4325
(Mailing: 5715 Trailside Dr, PC, Utah 84098)**

This Agreement must be completed in order to participate in Field House activities.

Dates and times for use:

(Time includes set-up and breakdown)

	Day	Date	Time	Fee
1.	_____			
2.	_____			
3.	_____			
4.	_____			
				Total: \$

Organization: _____

Contact Person: _____

(Responsible for event)

Address: _____

Phone Number(s): _____

E-mail: _____

ACTIVITY DESCRIPTION:

Number of Participants: _____

of Spectators: _____

As compensation for use of the facility, User Organization will pay to Basin Recreation the sum of \$_____, (_____ dollars & _____ cents) which a 50% deposit fee must be paid within _____7_____ days of confirmation. A notice of at least 48 hours must be given to cancel reservation. Groups that do not give 48 hours notice will be responsible for the entire rental fee. **A security/Damage deposit** of \$ _____1000_____ (one thousand dollars & no cents) will be required for special events and tournaments. Payment must be made before set-up will be allowed!

User Organization must provide a certificate of insurance to Basin Recreation prior to using the field house. The insurance certificate must list Snyderville Basin Special Recreation District (SBSRD) as an additional insured and provide coverage for a minimum of two million dollars. User Organization agrees to indemnify, defend and hold SBSRD, its officers and employees harmless from any and all claims, losses, costs (including attorneys' fees) and other liability because of injury to persons or property arising as a result of or in connection User Organization's use of the facilities provided under this Agreement, except to the extent such claims, losses, costs and other liability result solely from the negligent acts or omissions of the SBSRD.

ASSIGNMENT AND AMENDMENT: The person signing for the Recreation District and the User represent that they are authorized to bind their respective organizations by executing this agreement. The User will inform its officials and coaches of the terms of this agreement and shall require them to abide by its terms. Any amendment, modification, termination, or recession affecting this Agreement shall be made in writing, signed by the parties and attached hereto. The User shall not assign or transfer any rights under this agreement without the prior written consent of the Recreation District first obtained and shall not schedule the fields for usage by non resident teams in the absence of the regular resident teams.

WAIVER: By signing this waiver and agreement, the undersigned User acknowledges that the Recreation District's responsibility in scheduling the field house is solely to provide coordination between reservation holders. The Recreation District will make every attempt to provide unencumbered times for field use during the reservation period.

FIELD USE POLICIES: User agrees to follow all SBSRD Field House Policies not specifically set forth in this agreement. By signing this agreement, the User acknowledges receipt and understanding of the Recreation District's Field House Policies, and accepts responsibility for informing agents of the User for their content. It is understood that the information received may be changed or replaced by other policies and procedures that Snyderville Basin Special Recreation District may adopt in the future.

Before using the facility, I have read, understand and agree to follow all policies governing the use of this facility. I further agree that I will assume complete responsibility for individuals involved with the User Organization (whether employees or volunteers).

Applicant signature: _____ **Date:** _____

Print Name: _____

Date received: _____ Initials: _____

FACILITY USE ONLY

Dates:

Times: Including set up Charged Time:

½ FULL

Set up needed

Soccer Goals LAX goals Batting cages Pitching Machines Golf Balls Mats Other

Liability Waiver: Signatures (Both parties) copy to both parties

Agreement will contain rates sheet, Deposit, cancellation policy, signed application and waiver

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

ASSUMPTION OF RISK WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

IMPORTANT: THIS IS A LEGAL DOCUMENT, PLEASE READ
AND UNDERSTAND THIS DOCUMENT
BEFORE SIGNING.

This Agreement must be completed in order to participate in activities associated with the Basin Recreation Field House.

Participant (print full name): _____

Organization: _____

I, the undersigned, am either the participant named above or the Parent and/or Legal Guardian (“Guardian/Parent”) of the minor Participant named above. I am familiar with the Organization’s activities and specifically with the activities of the Organization scheduled to take place at the Basin Recreation Field House.

TERMS AND CONDITIONS

I will participate or authorize the Participant to participate in the activities of the above Organization to take place at the Basin Recreation Field House. I understand that such participation can include foreseeable and unforeseeable risks and other hazards inherent in the activities of the Organization, which may expose the participant to illness, injury or death. Participant or Guardian/Parent freely and voluntarily participates or allows participation in the Organization’s activities with the knowledge of the danger involved, including, without limitation, the hazards of bodily injury associated with the artificial surface, and hereby agrees to assume and accept any and all risk of injury or death.

WAIVER, RELEASE AND INDEMNIFICATION

Participant or Guardian/Parent understands and acknowledges that the SBSRD is not an insurer of Participant’s behavior, actions, or participation in the Organization, or the activities of the organization, and that the SBSRD assumes no liability whatsoever for personal injuries or property damages to Participant or to third persons arising out of participation in the Organization or the Organization’s activities. Participant or Guardian/Parent agrees to release, waive, covenant not to sue, indemnify and hold harmless the SBSRD, and all of SBSRD’s officers, employees and agents (collectively the “Releasees”) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Participant or loss or damage to any property belonging to Participant arising out of or related to participation in the above named Organization or such Organization’s activities, excepting only such loss, damage, or injury as may be caused by the sole negligence or any Releasee.

Participant or Guardian/Parent of Participant agrees that the site of any lawsuit arising out of or related to participation in the Organization or Organization’s activities shall be Utah and that this Agreement will be governed by and construed in accordance with the laws of the State of Utah, with out application of any principles of choice of law.

Participant does not have any medical conditions that would prevent participation in Organization or Organization’s activities or which create unacceptable risk of harm to Participant or others.

Participant has adequate health insurance to cover the costs of treatment in the event or any injury.

Participant shall pay any attorneys' fees or costs incurred by the Basin Recreation in enforcing this Agreement.

If any portion of this Agreement is held to be invalid by a court of law, then it is agreed and intended that all the remainder shall, notwithstanding, continue in full force and effect.

PARTICIPANT OR GUARDIAN/PARENT OF PARTICIPANT HAS CAREFULLY READ THESE TERMS AND FULLY UNDERSTANDS THEIR CONTENT AND IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN PARTICIPANT OR GUARDIAN/PARENT OF PARTICIPANT AND THE RELEASEES AND SIGNS IT OF HIS OR HER OWN FREE WILL.

_____ I am signing this Agreement for myself as Participant. I acknowledge that I am eighteen (18) years of age and that I understand the terms of this Agreement. I also acknowledge that this Agreement shall bind my heirs and personal representatives.

Signature of Participant

Date

_____ I am signing this Agreement on behalf of a minor Participant. I acknowledge that I am the Guardian/Parent of the Participant and that I understand the terms of this Agreement. I also acknowledge that these terms shall bind by heirs and personal representatives and heirs and personal representatives of Participant.

Signature of Participant

Date