

City of Troy

Park & Recreation Departments Facility/Special Event Policy

Purpose

The City of Troy Park & Recreation Departments are committed to meeting the recreation and leisure needs of the community. This policy is established to monitor, control and prioritize facility use in a fair and non-discriminatory manner.

Definition of Facilities

Facilities are defined as any land or buildings falling within the parks under the jurisdiction of the City of Troy Board of Park Commissioners and Troy Recreation Board including but not limited to grounds, trails, buildings, and parking areas.

Scheduling Priorities for Facility Use

The scheduling for use by community organizations and other agencies are based on the following criteria:

- Level of affiliation to the City of Troy
- City of Troy residency and/or Miami County Non-Profit Organizations
- Level of broad based benefit for Troy and/or Miami County Residents

Approval of requests for use will be evaluated based on the organization classification by the following, and availability of facilities:

- Category A: City of Troy sponsored events.
- Category B: Troy Public and Private Schools and their affiliated programs. (Booster Groups, Parents Association, events, camps, tournaments, etc.)
- Category C: Miami County Non-Profit organizations with official mailing address (no p.o. boxes) located within Miami County.
- Category D: An event hosted by a resident of the City of Troy in which no fees are collected or charged.

*Resident is defined as a person who lives within the City of Troy corporation limits. This is different than a Troy mailing address.

*Verification of residency must be submitted with each request. Non-Profit organizations of Miami County must have a tax identification number, have an organized governing board and organizational bylaws, and be willing to provide copies upon request.

* If a request for use is reviewed and approved by the Parks and Recreation staff or boards, the event takes precedent over the facility usage by any later requests unless it is needed for use by the City of Troy.

Schedules

All requests for special event facility use must be received in writing with exact dates and times. The request must be accompanied with a signed hold harmless agreement (categories B thru D) (except Troy City Schools and Miami County Government) and a certificate of insurance (categories B thru D). Requests will be accepted the first business day of the new calendar year but no later than four (4) weeks before the start of their program. The scheduling of facilities will follow the procedures outlined under "Scheduling Priorities" section of this policy.

User Fees

- ◆ Kings Chapel user fee is \$75.00 per day.

*Minimum Refundable deposit of \$100 is due at the time the application is submitted.

*Litter Control: All litter from the event shall be bagged or containerized and placed in or next to existing refuse containers.

*Park Shelters are reservable without paying a refundable deposit. All shelters are reserved free of charge through the City of Troy Recreation Department.

*Restricted activities unless otherwise approved by the Board of Park Commissioners and Troy Recreation Board. (May not be applicable to City of Troy sponsored events)

- **Alcoholic beverages are not permitted within City or Park facilities.**
- Inflatable play structures are not permitted.
- Exotic or specialized animals or reptiles whether they are for display, hands on or for riding Purposes are not permitted.
- Commercial tents are permitted - User shall be responsible for damage to underground utilities – A tent permit must be obtained from the Fire Department and proof of permit must be provided. Removal of tents required immediately following event and may not be left overnight.
- Musical bands, electrical instruments, or amplified sound systems are not permitted which interfere with other facility patrons.

Denied Request

Requests for City of Troy Park will be refused when any of the following criteria, as determined by staff:

1. **Risk and Liability** – Activities deemed by Miami Valley Risk Management and/or the City Law Director that involve high risk to participants or high liability to the City of Troy.
2. **Delinquent User or Group** – An individual, group or organization that has demonstrated the inability to follow the rules and regulations of the facility; respect staff, patrons or the facility and/or the inability to make restitution for damages from previous facility use.
3. **Right to Exclude** – The City of Troy reserves the right to exclude any program/activity that is determined to be detrimental to existing city programs and activities or is not in the best interest of the city and its residents.
4. Parks Superintendent or his designee may cancel scheduled event to negate damage to facilities.

Rainout and/or makeup dates must be approved by the Recreation Department

Receipt # _____

City of Troy

Recreation Department Facility Request / Agreement

NAME OF ORGANIZATION: _____

ORGANIZATION REPRESENTATIVE: _____

EVENT REPRESENTATIVE: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP _____

PHONE (H) _____ (W) _____ (C) _____

EMAIL _____

FACILITY REQUESTED: _____

DATE(S) _____ DAY(S) _____

HOUR(S) _____

DETAILED DESCRIPTION/PURPOSE OF YOUR EVENT _____

*Litter Control: All litter generated from the event shall be bagged or containerized and placed in or next to existing refuse containers.

I (We) assume full responsibility for any damages to City of Troy equipment and/or property that occur as a result of the requested use. Furthermore, I (We) understand that City of Troy, its staff, its boards and members of the Parks Department and Recreation Department, will not be held liable for any injury or damage which may occur to me, my guests, and/or members of the above-named organization and our property during our requested use of the facility. The undersigned hereby agrees to comply with the insurance requirements below.

SIGNED: _____ DATE: _____

APPROVED _____ DATE: _____

Category: A B C D

100% of fees are due at contract signing.

FEE \$ _____ (At Contract Signing)

CASH _____ CHECK _____ CREDIT CARD _____ OTHER _____

CREDIT CARD # _____ EXP. DATE _____

SIGNATURE: _____

Witness to Signature: _____

INSURANCE REQUIREMENTS:

Organization shall be responsible to maintain, for the duration of the scheduled event, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Organization's activities hereunder. The Organization shall carry Commercial General Liability insurance, on an occurrence basis, with coverage at least as broad as ISO Form CG 00 01 12 07, including products-completed operations, and personal & advertising injury, with limits no less than \$1,000,000 per occurrence.

Insurance Company Rating: Insurance company must have an AM BEST rating of no less than A:VIII, unless otherwise acceptable to the City.

Additional Insureds: The following shall be Additional Insureds: The City of Troy, Ohio, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

Primary Coverage: For any claims related to this Agreement, the Organization's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be excess of the Organization's insurance and shall not contribute with it.

Verification of Coverage: Organization shall furnish the City with a Certificate of Insurance evidencing the coverage required herein no later than two weeks prior to the scheduled event. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Certificates of Insurance must contain the following language:**

- "The following are additional insured: The City of Troy, Ohio, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers, thereof. Coverage shall be primary to the additional insured and not contributing with any other insurance or similar protection available to the additional insured whether other available coverage be primary, contributing or excess."
- Location: Requested Site for Use
- Effective Date: Date(s) of Event

Cancellation Notice

-Organization shall provide, during the life of the contract, or for a longer period as stipulated herein, the coverage as described above, which shall include an endorsement stating the following: "Thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Hobart Arena, Director of Recreation, 255 Adams St., Troy, Ohio 45373."

Coverage Expiration

-If any of the above coverage expires, is cancelled or non-renewed during the term of this contract, the Organization shall deliver renewal certificates and/or policies to the Hobart Arena at least ten days prior to said date of expiration, cancellation, or non-renewal.

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

HOLD HARMLESS AGREEMENT

The Organization shall hold harmless, defend and indemnify the City of Troy, Ohio, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof against all claims, suits, actions, costs, attorney fees, expenses, damages, judgments, or decrees, of every name and description, by reason of any person or persons or property being damaged or injured by the Organization or any of its employees, agents, subcontractors, volunteers, or invitees arising or growing out of the event, whether by negligence or otherwise.

Sealed and signed this _____ day of _____, 20_____.

Name of Organization: _____

Address of Organization: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Phone: _____ Fax: _____

Witness to Signature: _____



City of Troy COVID-19 User Agreement

I understand the hazards of the novel coronavirus (“COVID-19”) and am familiar with the Centers for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to hold my event and rent the Facility. I will follow the applicable laws and guidelines during the event and my time on the premises.

I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises or from using the Facility and participating in the event there and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the City of Troy, its officials, elected or otherwise, agents, employees, contractors, and assigns (the “RELEASEES”) from any liability related to COVID-19 which might occur as a result my being on the premises, using the Facility, and/or participating in the event.

I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys’ fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury. This Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of Ohio.

I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES, TO USE THE FACILITY, AND TO PARTICIPATE IN THE EVENT.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

_____ Print _____
Signed

Date