



**Town of Hopkinton
Parks & Recreation Commission
Facilities Use Manual**

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1. POLICY

- 1.1. It is the Parks & Recreation (P&R) Commission's desire that the citizens of Hopkinton enjoy use of Town property. It is the Commission's intent that such use should take place with proper regard to the safety of the participants and with respect for the preservation of the property for the Town of Hopkinton use. The Parks and Recreation Commission will strive to only change the fees that are customary and reasonable to maintain the facilities under its care.
- 1.2. The Town of Hopkinton P&R Commission buildings, fields and other facilities may be used only with permission of the P&R Commission, Director or their designee. Permission for use of said facilities will be granted for a period of time as described within the permit acquired by the intended party, at the discretion of the P&R Commission.
- 1.3. In all cases, permission to use the facilities is granted with the understanding that the use shall be subject to cancellation for weather and/or any other P&R decision.**
- 1.4. Requests for use of P&R Commission facilities will be considered in the following order of priority:
 - A. Park & Recreation Programs
 - B. Events sponsored by organized recreational leagues that are open to all Hopkinton youth;
 - C. Events sponsored by organized recreational leagues that include teams comprised solely of Hopkinton youth selected on a try-out basis;
 - D. Events sponsored by organized recreational leagues that are open to all Hopkinton adults;
 - E. Events of an educational, recreational, social, civic or philanthropic purpose sponsored by Hopkinton-based organizations where at least half of the organization's members are Hopkinton residents;
 - F. Events of an educational, recreational, social, civic or philanthropic purpose sponsored by all other organizations.
- 1.5. The P&R Commission will establish sign-up periods to allow for scheduling of facilities according to the priority list. Any organization requesting on-going, regular use of P&R Commission facilities must apply during these times, in order to ensure consideration of its request in accordance with the priority list stated above. After these sign-up periods, use of facilities will be granted on a first-come, first served basis.
- 1.6. Three (3) sign up periods are established in order to equitably assign space to applicants, within the guidelines provided within this policy. These sign up periods are as follows:

SIGN UP RANGE	FOR USE DURING
November 1-15	January – March
February 1-15	April – August
July 1-15	September - December

- 1.7. Applications may also be made at any time during the year, but all applications received prior to or during any sign-up period will be considered received on the same day. All applications received after the applicable sign up period will have lower priority than those received during the sign-up period and will then be considered on a first come,-first served basis. Applications made after the listed sign up periods must be received a minimum of twenty one (21) days prior to the requested use date to assure it can be processed, although the P&R Commission will endeavor to fill applications on shorter notice if possible. Any requests for use tentatively granted before the end of the sign-up period for the requested dates are not guaranteed and are subject to change following the open sign-up period.
- 1.8. Applicants for use of P&R Commission facilities must follow the procedures outlined in the Property Request Form, available at the Town Hall, Parks & Recreation Commission or online at <http://www.hopkinton.org/gov/parks/pdf/request.pdf>. P&R facilities must be used according to the regulations and rental fee schedules recommended by the P&R Commission.

2. Procedures

- 2.1. Applications may be picked up at the P&R office located at the Hopkinton Town Hall and completed applications shall be delivered to that office.
- 2.2. All applicants must have on file with the Hopkinton P&R Commission the following items, or must submit with its application, and all of which must be current and dated during the year for which the application is submitted:
 - 2.2.1. A Standard Hold Harmless and Indemnity Clause form signed by the individual, or such person as is authorized by the group,
 - 2.2.2. A certificate or other evidence that the applicant is a non-profit individual or group, and
 - 2.2.3. If the applicant is a group, a certification as to the percentage of Hopkinton residents in that group,
- 2.3. The P&R Commission will promptly advise any applicant as to any information in any application that is incomplete. The file date for any application shall be the date that the complete application is received.
- 2.4. Upon receipt of a complete use application, the P&R Commission, The Director of Parks and Recreation and/or their designee shall review the request at their next scheduled meeting. Applications denied by the P&R Commission will be returned to the applicant stating the reason for such denial. AT THE TIME OF THE DENIAL, THE P&R COMMISSION WILL ENDEAVOR, TO THE EXTENT PRACTICAL, TO SUGGEST alternative times or facilities that might be available to meet the applicant's needs.
- 2.5. Charges for fees and personnel assignments (The Director of Parks and Recreation and/or their designee) associated with the requested use shall be made in accordance with the Fee Schedule described within Section 4.
- 2.6. An approved application will be returned to the applicant, and will include any modifications or restrictions. Notice of cancellation of an event by the applicant must be made to the P&R Commission immediately upon the decision to cancel.
- 2.7. A reasonable effort shall be made to accommodate applications and process them in a timely manner. In the event a conflict arises for a particular date and venue, use shall be granted in accordance with this policy. The P&R Commission SHALL NOT BE LEGALLY responsible for locating or coordinating potential use dates in the event of a denial of a permit.
- 2.8. At the discretion of the Hopkinton P&R Commission, and in conjunction with the Hopkinton Police Department, a detail officer(s) may be required for a particular use. The cost of this service shall be borne by the individual/group making the application at such rate as is determined by the Hopkinton Police Department. Payment for detail officers are not collected by the Hopkinton P&R Commission and arrangements should be made (by the use applicant) directly with the Hopkinton Police Department.

3. GENERAL REGULATIONS

3.1. General

- 3.1.1. The use of Hopkinton P&R facilities is permitted in accordance with the policy set forth by the Hopkinton P&R Commission herein.
- 3.1.2. The guidelines set forth in these regulations shall govern all use.
- 3.1.3. The P&R Commission reserves the right to amend these regulations from time to time as circumstances and precedent warrant.

3.2. Conditions of Use

- 3.2.1. Violation of facilities use regulations, or any misrepresentations in any materials submitted in connection with an application for facilities use, may result in cancellation or termination of approved facilities use. The P&R Commission or their representative reserves the right to cancel such granted use and may further limit applicants right to reserve or secure future facilities use.
- 3.2.2. Individuals and/or groups using any facility are responsible at all times for the observance of fire and safety requirements and must secure any additional permits from local or state governing bodies.
- 3.2.3. The Hopkinton P&R Commission reserves the right to limit attendance in conjunction with an approved use as

may be necessary to comply with occupancy limits for a particular site.

- 3.2.4. No amendment, alteration or addition shall be made to any facility's system components (electrical, lighting, network wiring, heating, doors, or physical structure or layout etc.) by any individual or group. Requests for such work may be made to the P&R Commission.
- 3.2.5. All equipment, furniture, accessories, decorations and other materials brought into the facility by a use applicant is done at the applicant's peril and the Hopkinton P&R Commission accepts no responsibility or liability for the security, care, use or integrity of such items. Any such items shall be removed from the facility immediately upon the completion of the use and all affected areas shall be returned to pre-use condition.
- 3.2.6. Costs associated with any use shall be the responsibility of the use applicant at such value as is determined in association with the attached fee schedule. The Hopkinton P&R Commission reserves the right to bill for additional time/services should an event/use extend beyond the requested time. Failure to remit payment to the Hopkinton P&R Commission for the use of facilities will result in the revocation of the individual's or group's permit to use any P&R facilities and may jeopardize such use in the future.
- 3.2.7. The Hopkinton P&R Commission reserves the right to cancel any approved use that, due to unforeseen circumstances, conflicts with another P&R program.
- 3.2.8. Parking is limited to designated spaces in the lots or designated unlined lots. Parking will not be permitted on grass, travel lanes, emergency access lanes or areas required for fire/safety access. Violations of this provision will be enforced by the Hopkinton Police Department in accordance with the applicable traffic laws.
- 3.2.9. The use and or possession of alcoholic beverages or illegal substances within P&R facilities or grounds is prohibited.
- 3.2.10. Individual/organization may post signs/message boards provided they have acquired the appropriate Parks and Recreation Property Request permit.
- 3.2.11. All individuals/organizations using P&R facilities and grounds shall be responsible for any damage incurred by or as a result of their use. All facilities must be left in reasonable condition as established by pre-use condition. If fields are not found at pre-use condition appropriate repair costs will be applied.
- 3.2.12. The facility being used must be left clean or cleaner than found. All trash from the event must be disposed of properly. The Town of Hopkinton will provide barrels and dumpsters depending on the facility. It is the users responsibility to dispose of trash if the containers are full.

3.3. Priority of Requests

- 3.3.1. All requests for uses of P&R facilities will be granted in accordance with the order of priority established in Section 2 of this document, following the procedures for sign up periods established in Section 2. The P&R Commission shall have the authority to resolve conflicts among conflicting uses in the same priority category. In exercising that authority in connection with the use of fields for athletic events, the P&R Commission will give preference to an in-season sport over an out-of-season sport.

4. FEE SCHEDULE (NOT FOR FRUIT STREET ATHLETIC COMPLEX)

- 4.1. Fees for use of the Hopkinton P&R facilities are established by the P&R Commission and shall be periodically reviewed and approved by the members of the Commission.
- 4.2. The P&R Commission reserves the right to waive or amend any or all fees at the request of the applicant.
- 4.3. Approved applicants shall receive a permit indicating the estimated cost associated with the requested use upon return of an approved use form. An invoice will be generated and mailed shortly thereafter, except that high volume users who qualify for an installment payment plan approved by the P&R Commission, in their discretion, will not receive an invoice at the time of the issuance of such a permit. The Hopkinton P&R Commission reserve the right to bill the applicant for additional time/services should a use extend beyond the requested time.

4.4. Payment, if in the form of a check, must be made payable to the Town of Hopkinton. However, the P&R Commission, in their discretion, may grant high volume users of facilities the right to use facilities upon compliance with a payment schedule based on expected usage, in which case the Hopkinton P&R Commission or such user, as the case may be, will make an adjustment payment to the other at the end of the applicable season to reflect actual usage. In addition, the P&R Commission, at their discretion, may accept goods or services in lieu of their fees. The P&R Commission reserves the right of final determination in all cases.

4.5. Facility Fee Schedule:

4.5.1. Events sponsored by non-profit individuals/groups comprised of at least 75% Hopkinton residents shall be assessed use fees of \$ 30/hr.

4.5.2. Events sponsored by non-profit individuals/groups comprised of at least 75% Hopkinton residents where revenues are generated from special events such as tournaments, camps, and regional competitions shall be \$ 50/hr.

4.5.3. Events sponsored by non-profit individuals/groups comprised of at least 50% Hopkinton residents (but less than 75% Hopkinton residents) shall be assessed use fees of \$ 50/hr.

4.5.4. Events sponsored by non-profit individuals/groups comprised of at least 50% Hopkinton residents (but less than 75% Hopkinton residents) where revenues are generated from special events such as tournaments, camps, and regional competitions shall be \$ 100/hr.

4.5.5. Events sponsored by all other groups shall be assessed use fees of \$125/hr.

4.5.6. All requests for use of the Town Common will be reviewed by the Parks and Recreation Commission for approval and rates.

CARRIGAN PARK, REED PARK, SANDY BEACH, EMC PARK, EMERALD HILLS EAST BALL FIELD, DANIEL SHAYS PARK, VICTORY FIELDS AT FRUIT STREET	
USERS	FEE
Non-Profit Individuals/Groups (Group must be 75% Hopkinton Residents)	\$30 per hour
Non-Profit Individuals/Groups Generating Revenue (Group must be 75% Hopkinton Residents)	\$50 per hour
Non-Profit Individuals/Groups (Group comprised of at least 50% but less than 75% Hopkinton Residents)	\$50 per hour
Non-Profit Individuals/Groups Generating Revenue (Group comprised of at least 50% but less than 75% Hopkinton Residents)	\$100 per hour
All other Groups	\$125 per hour

FRUIT STREET ATHLETIC COMPLEX

NATURAL TURF USE	FEE
Non-Profit "In Town" Individuals/Groups. Groups must be 100% Town of Hopkinton Residents	\$50 per hour
All other Individuals or Groups	\$100 per hour
ARTIFICIAL TURF USE	
Non-Profit "In Town" Individuals/Groups. Groups must be 100% Town of Hopkinton Residents	\$80 per hour
All other Individuals or Groups	\$150 per hour
All Tournaments will be assessed a recovery fee for the use of the Fruit Street Athletic Complex.	\$250 per day

SIGN UP RANGE	FOR USE DURING
November 1-15	March 1st – April 1st
February 1-15	July 1 – August 31 st

ADDITIONAL REQUIREMENTS THAT ARE NOT INCLUDED IN GENERAL REGULATIONS AND FEES. APPLICANT SHOULD READ OVER ALL POLICIES AND PROCEDURES IN THIS DOCUMENT.

- 5.1 Fees for use of the Hopkinton P&R facilities are established by the P&R Commission and shall be periodically reviewed and approved by the members of the Commission.
- 5.2 The P&R Commission reserves the right to waive or amend any or all fees at the request of the applicant.
- 5.3 **Approved applicants are required to submit 100% of tournament costs to reserve fields for tournament use.** Applicants who cancel tournament at least 30 days prior to event will receive 50% group credit and 50% group return. Applicants who cancel tournament at least 14 days prior to event will only be subject to a 50% group credit. If it is determined by the P&R Commission that catastrophic weather will interfere with the tournament the group will receive 100% credit for the hours that were not playable.
- 5.4 Groups may request snow removal for turf fields. Requests need to be made at least 72 hours in advance of tournament. The P&R Commission will contact approved snow removal vendors and tournament groups will bear the cost.
- 5.5 An additional Porta Pottie fee will be assessed for each tournament. The P&R Commission will determine pricing based on duration and number of participants in tournament.
- 5.6 A permit will be sent when final payment is received. IT IS STRONGLY SUGGESTED THAT ALL USERS CARRY THE PERMIT WHEN USING FACILITY.
- 5.7 Payment in the form of a check, must be made payable to Hopkinton Parks and Recreation. However, the P&R Commission, in their discretion, may grant high volume users of facilities the right to use facilities upon compliance with a payment schedule based on expected usage. In addition, the P&R Commission, at their discretion, may accept goods or services in lieu of their fees. The P&R Commission reserves the right of final determination in all cases.
- 5.8 All individuals/organizations using P&R facilities and grounds shall be responsible for any damage incurred by or as a result of their use. All facilities must be left in reasonable condition as established by pre-use condition.

User Conditions for Fruit Street Athletic Complex:

- No changes to the field are permitted without permission of Hopkinton Parks and Recreation. This includes painting of lines, or inserting stakes, poles or other items that can damage turf.
- User shall not drag and equipment on the turf. Alls goals and equipment must be lifted in movement is needed.
- Do not allow players or spectators to jump any fencing. Use entrances to enter and exit fields.
- No metal cleats.
- No vehicles are allowed on the turf.
- No animals are allowed.
- No food or drinks allowed on the turf with the exception of water. This includes gum, sunflower seeds, sports drinks, and coffee.

Violations of any rules are subject for dismissal from the facility with no refunds.

Hopkinton Parks and Recreation Property Use Request Form

Organization:

Contact Name:

Address:

Town:

Zip:

E-mail:

Daytime Telephone:

Event/Purpose:

Dates:

Times:

Estimated Attendance:

Will Food be served?

Will a grill or open flame be used?

If food is served to the public, you must contact the Board of Health. Please note, food and drink are prohibited from the Fruit Street Athletic Complex, except for approved vendors. No alcoholic beverages allowed at any town facility.

Property

Carrigan Field

Daniel Shay Field

EMC Field

Emerald Hills Field

Fruit Street AC Full Turf 1

Fruit Street AC Half Turf 1

Fruit Street AC Full Turf 2

Fruit Street AC Half Turf 2

Fruit Street AC Natural Turf: Full

Half

Pyne Field

Reed Park

Sandy Beach

Town Common

Victory Field

Field Use Fee

In Town Non-profit \$30 per hour

In-Town For Profit \$50 per hour

Out of Town Non-profit \$50 per hour

Out of Town For Profit \$100 per hour

Field Use Fee for Fruit Street Athletic Complex

Artificial Turf

In Town Non-profit \$90 per hour

In-Town For Profit \$150 per hour

Out of Town Non-profit \$175 per hour

Out of Town For Profit \$150 per hour

Natural Turf

In Town Non-profit \$50 per hour

In-Town For Profit \$100 per hour

Out of Town Non-profit \$100 per hour

Out of Town For Profit \$100 per hour

All tournaments will be assessed a recovery fee for the use of the Fruit Street Athletic Complex

Applicants Signature:

Date:

Applicants must be over 21 years of age to request a field.

The above named person accepts responsibility for any bills or damage incurred and assures proper use of facility. I have read and understand the Facilities Use Manual available at www.hopkintonrec.org and will be responsible for my organizations use of facility requested and all regulations in the manual.

A Hold Harmless Agreement between the Town of Hopkinton and Applicant must be filled out before application can be approved, see page 2. Nonprofit groups must verify status, see page 2. Hopkinton residents must sign page 3.

Any questions please call Parks and Recreation at 508-497-9750. Return form via email or directly to the office.

Hopkinton Parks and Recreation 85 Main Street, Hopkinton, MA 01748

HOPKINTON PARKS AND RECREATION COMMISSION
STANDARD HOLD HARMLESS AND INDEMNITY CLAUSE

ITS OFFICERS AND MEMBERS

Name of Lessee

THROUGH THE SIGNING OF THIS DOCUMENT BY AN AUTHORIZED PARTY OR AGENT, INDEMNIFY, HOLD HARMLESS AND DEFEND THE TOWN OF HOPKINTON AND THEIR AGENTS AND EMPLOYEES FROM ALL SUITS AND ACTIONS, INCLUDING ATTORNEY'S FEES AND ALL COSTS OF LITIGATIONS AND JUDGMENTS OF EVERY NAME AND DESCRIPTION BROUGHT AGAINST THE TOWN OF HOPKINTON AS A RESULT OF LOSS, DAMAGE OR INJURY TO PERSON OR PROPERTY BY REASON OF ANY ACT OR FAILURE TO ACT BY ITS AGENTS, SERVANTS, OR EMPLOYEES.

Name of Lessee

AUTHORIZED AGENT:

DATE:

HOPKINTON PARKS AND RECREATION COMMISSION
CERTIFICATION OF ORGANIZATION'S NON-PROFIT STATUS

ITS OFFICERS AND MEMBERS

Name of Organization

THROUGH THE SIGNING OF THIS DOCUMENT BY AN AUTHORIZED PARTY OR AGENT, HEREBY CERTIFY THAT SAID ORGANIZATION IS A NON-PROFIT ORGANIZATION.

AUTHORIZED AGENT:

DATE:

HOPKINTON PARKS AND RECREATION COMMISSION
HOPKINTON RESIDENT PERCENTAGE CERTIFICATION

ON BEHALF OF

Name of Organization

I,

Name of designnated officer

CERTIFY THE PERCENTAGE OF HOPKINTON RESIDENTS IN THE

IS AT LEAST 75%.

Name of Organization, Group or Team

I UNDERSTAND THIS PERCENTAGE IS USED FOR FEE DETERMINATION IN ACCORDANCE WITH THE FEE SCHEDULE AND ANY MISREPRESENTATION MAY RESULT IN LOSS OF FACILITY USE PRIVILEGES.

DESIGNATED OFFICER:

DATE: