



**Daily Use Policy for Non-Tournament Play
Rentschler Forest and Voice of America**

MetroParks of Butler County (“MetroParks”) is committed to providing a clean, well maintained and safe playing environment at the most affordable cost for Organizers (“Licensee”), coaches & players. This policy will establish specific guidelines that will be used to evaluate the feasibility of and the issuance of licenses for athletic play on natural grass turf & synthetic turf fields (“Fields”).

General Information:

- The multi-use fields, which consists of five (5) natural turf fields at the Reigart Road area, four (4) natural turf fields at the Line Hill Mound area, five (5) natural turf fields and two (2) synthetic fields at Voice of America are reservable for practice. Rentals may not exceed six (6) consecutive hours per field, per day. Unscheduled and/or unauthorized use of the Fields is **NOT PERMITTED**.
- The turf growing season is extremely limited, therefore, the natural turf fields are open from April 15th -June 30th and August 15th -October 31st, with the exception of the natural turf fields at Voice of America that are only reservable from April 15th-June 30th. Licensed field use for these fields is Sunday – Saturday 8:00am – dusk or no later than 9:00pm. Exceptions for play outside of the established timelines must be specifically approved by MetroParks.
- Synthetic turf fields are open year-round. Licensed field use for these fields is Sunday – Saturday 8:00am – 11:00pm. Exceptions for play outside of the established timelines must be specifically approved by MetroParks. Field lighting is required based on dawn/dusk per daylight saving time.
- Field use rental is by full field units only. Each unit will include two goals set within the appropriate area of the goal box.
- Goals are not to be moved by Licensee at any time. Exceptions must be specifically approved by MetroParks and may incur additional costs as determined by MetroParks.
- A minimum of a three-hour block will be scheduled between the hours of 5:00pm – 8:00pm Monday – Friday. Reservation and rental times shall include ALL set-up, warm-up; and take-down/clean-up time as a complete time block.
- No more than two teams or the equivalent may use a field at one time within each block of reserved time. A maximum of 23 players per team, 46 players per field. Subletting or additional teams on the field at one time during a rental period is prohibited unless approved in advance by MetroParks.
- All lighting and field use rental is billed at an hourly rate and will not be prorated.

Field Use Request:

- MetroParks must receive a completed Practice Field Use Request Form for the specified season of play by the deadline listed on the application schedule listed below:

Daily Use Request Deadline

Location:	Season of Play:	Application Window:	Date of Notification of Field Use:
Voice of America (<i>synthetic fields</i>)	January 1st- July 31st	November 1 st - November 30 th by 5pm	At or before December 15 th at 5pm
Voice of America, Line Hill, and Reigart Road (<i>natural turf fields</i>)	April 15 th - June 30 th	November 1 st -November 30 th by 5pm	At or before December 15 th at 5pm
Voice of America (synthetic fields)	August 1 st - December 31 st	June 1 st -June 30 th by 5pm	At or before July 15 th at 5pm
Line Hill and Reigart Road (<i>natural turf fields</i>)	August 15 th - October 31 st	June 1 st - June 30 th by 5pm	At or before July 15 th at 5pm

- MetroParks staff will review the request and notify the Organizer of approval or denial. MetroParks reserves the right to deny any Field Use Request Form(s).
- Field Use Request Forms must be submitted to online via the link on our website.
- If MetroParks receives more field requests than available fields, and/or receives multiple field requests for the same fields and dates, requests will be awarded based on a first come first serve basis.
- Any Field Use Requests received by MetroParks after the application deadlines will be reviewed only after fields have been awarded to those organizations who have met application deadlines. Any remaining fields not allocated after the official notification date will be awarded on a first-come, first-served basis.
- Throughout the approval process and through the completion of the activity the Licensee shall communicate any additions, changes, etc. in original plan to MetroParks immediately so necessary modifications and arrangements can be considered, approved, and accommodated to ensure all parties have a positive experience.
- MetroParks staff reserves the right to move scheduled play to fields other than those first assigned to protect field quality and accommodate the needs of all visitors/users.

Contract Completion:

- Field License Agreement will only be issued when the following are complete:
 - a. Conditional approval has been given by MetroParks; and
 - b. A signed copy of Daily Use Policy and Fees for Non-Tournament Play
 - c. The required \$1,000 non-refundable deposit has been received and paid in full; and
 - d. The required Certificate of Insurance has been received by MetroParks.
- A non-refundable field use deposit the amount of \$1,000.00 must be paid to MetroParks after notification of field use approval. The non-refundable deposit will be applied towards monthly billing until the total fee has been paid off. MetroParks has the right to adjust the deposit total if needed based on the amount of field use that is requested by the Licensee. For information on acceptable ways to make payment contact MetroParks Administrative Office at 513-867-5835 during normal business hours of operation, Monday-Friday, 8:30a.m.-5:00p.m. Any checks written to the MetroParks for practice field use fees which is returned to MetroParks will result in a charge of thirty-five (\$35.00) dollars. The Licensee will have three (3) business days after notification of the returned check to resolve payment and the returned check fee or the event is subject to cancellation.
- The Licensee shall provide MetroParks prior to execution of the Field License Agreement at least Two Million Dollars (\$2,000,000) of comprehensive general liability insurance per occurrence or any combination of a comprehensive general liability and/or an umbrella policy totaling Two Million Dollars (\$2,000,000) insurance per occurrence, naming the Licensee as the insured and MetroParks as an additional insured, to fully and adequately protect against claims arising from the use of the park premises. Additional Insured should be indicated as follows:

MetroParks of Butler County
2051 Timberman Road
Hamilton, Ohio 45013

- Only the Licensee whose name is on the Field License Agreement or other person duly authorized by the Licensed party can submit changes to the proposed use of park property. Changes must be submitted in writing and if agreeable to MetroParks, approval in writing by MetroParks staff will be provided. In this case, MetroParks staff will determine if additional fees or refunds are necessary, according to established applicable policy.
- Licensee agrees to complete and cause each participant in the event or activity permitted by this agreement to sign a general Participant Waiver of Responsibility Form naming MetroParks of Butler County. Licensee agrees that providing a general Participant Waiver of Responsibility for MetroParks of Butler County will release all appointed officials, employees, and volunteers from all claims resulting from any injuries or other outcomes sustained while participating in the activity outlined in this agreement. Licensee also agrees that by completing and signing a general Participant Waiver of Responsibility Form that MetroParks of Butler County, its elected, and appointed officials, employees, and volunteers are released from all claims resulting from the termination, suspension, delay, or closure of the permitted area(s) for any reason. If a Licensee is unable to provide a general Participant Waiver of Responsibility Form or does not have one for use, then a standard MetroParks of Butler County Participant Waiver of Responsibility Form will be provided upon request.

- Licensees without a valid special permit are prohibited from driving off-road vehicles, ATVs, APVs, utility vehicles, gators, golf carts, etc. within the park, and no motor vehicle shall be driven off a designated Park roadway without prior approval from MetroParks as evidenced by a valid permit issued by MetroParks.
- All motor vehicles entering the park must park on hard surfaces or in designated parking locations only. No motor vehicles are permitted on practice fields, pathways, or trails without prior permission from MetroParks.
- Invoices regarding field use will be billed based on actual use the previous month. Monthly invoices will be due two weeks after date invoice was created.
- It is the responsibility of the Licensee that all person in attendance at any event or activity under their control shall always comply with MetroParks Rules and Regulations and Field License Agreement. See MetroParks website at www.YourMetroParks.net/rules for specific information at MetroParks Rules and Regulations.
- MetroPark reserves the right to close any area of the park for the reasons of public safety and/or to prevent damage to park property. In the case of inclement weather, MetroParks will use the following criteria for closing any practice field(s): Standing water, saturated fields, and any unsafe playing conditions, or otherwise directed to cease play by a MetroParks staff member due to public safety concerns. If inclement weather occurs during a rental period, teams must use their own best judgment to continue or cancel during that rental period. Any Licensee that uses fields that have been deemed closed by MetroParks will be fined a \$500 fee per field. Field(s) will be assessed for damages beyond normal wear & tear and will be subject to restitution if needed. Notice of practice field closures due to inclement weather will take place no later than 3:00p.m. on weekdays and 8:00a.m. on Saturdays, Sundays, and legal holidays. The Licensee will be notified of closings by MetroParks staff.
- Licensee acknowledges that he/she/they are aware the park facility may be rendered unusable or otherwise unavailable due to circumstances beyond anyone's control, including but not limited to flooding, fire, natural disaster, other acts of God, criminal acts, or acts of war or terrorism. MetroParks shall not be liable for Licensee's consequential damages, including but not limited to, other costs incurred in connection with Licensee's event, lost profits, and lost business opportunities.

Cancellation of Field Use

- MetroParks reserves the right to cancel any event or activity and retain any deposits and fees paid if the licensee knowingly makes a false statement of material fact, has knowingly omitted to state a material fact in the licensee application packet, submits incomplete or inaccurate information, fails to submit information in a timely manner, or fails to comply with the Field License Agreement to meet the fulfillment of licensee's requirements herein.
- MetroParks also reserves the right to recover damages/losses from those who have intentionally mislead or failed to inform MetroParks in a timely manner of changes in schedules, activities or in expected number of attendees which leads to damages or loss on the part of MetroParks and/or other park users.
- Fees are not refunded for reserved time(s) not used outside of the circumstances and policies herein. Cancellation of a reservation is subject to the following conditions and fees:
 - a. Cancellation of Licensed use must be in written form by a person who is duly authorized by the Licensed Party.
 - b. Cancellation to MetroParks made less than 48 hours of the scheduled field use date will result in being invoiced regardless of use.
 - c. Upon request and approval, funds eligible for return under this policy may be credited toward a future activity, event, or fee.

Legal Compliance

- Licensee agrees to follow and adhere to all local, state, and federal laws applicable to the Licensed use of the MetroParks facilities and the activities emanating there from including but not limited to health, worker's compensation, discrimination, licensing laws, MetroParks Rules and Regulations, and MetroParks Daily Use Fees and Policy for Non-Tournament Play.