



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

MetroParks of Butler County (“MetroParks”) is committed to providing 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 four (4) natural turf fields at the Reigart Road area, five (5) 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 natural turf fields are open from April 15-June 30 and August 15-October 31. The turf growing season is extremely limited, therefore, these fields are closed for use July 1-August 14 and November 1-April 14. 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 staff in writing.
- 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 staff in writing. 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 staff in writing and may incur additional cost 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 of rental space is prohibited unless approved in advance by MetroParks.
- License Rental Fees are as follows:

Natural Turf Per Field	Synthetic Turf Per Field	Light Fees (synthetic only)
\$30 per hour	\$70 per hour	\$35 per hour

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:

Natural Turf Practice Field Use Request Deadline

Season of Play:	Application Deadline:	Date of Notification of Field Use:
April 15-June 30	January 15 by 4:00pm	At or before January 31 by 4:00pm
August 15-October 31	April 15 by 4:00pm	At or before April 30 by 4:00pm

Synthetic Practice Field Use Request Deadline

Season of Play:	Application Deadline:	Date of Notification of Field Use:
January 1-July 31	November 30 by 4:00pm	At or before December 15 by 4:00pm
August 1-December 31	May 31 by 4:00pm	At or before June 15 by 4:00pm

- MetroParks staff will review the request and notify the Organizer of approval or denial. MetroParks reserves the right to deny or cancel the review of any Practice Field Use Request Form(s).

- Field Use Request Forms must be submitted to the Supervisor of Visitor Services by email (info@yourmetroparks.net) or mail (2051 Timberman Rd, Hamilton OH 45013).
- If MetroParks receives more field requests than available fields, and/or receives multiple field requests for the same fields and dates, a lottery will be instituted to fairly award fields.
- 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.
- A \$40 rush fee will be applied to any proposed practice field use request received less than seven (7) days in advance of the field use time to complete the contract.
- 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:

- Practice 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 in the amount of \$1,000.00 must be paid to MetroParks after notification of field use approval. 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 & Permit 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 practice field license application 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 the Executive Director of MetroParks or his/her designee 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. All deposits will be applied to future invoices until the total fee has been paid.
- 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 Practice Field License Agreement & Permit provisions. 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 and listed on the MetroParks website at www.YourMetroParks.net under the field status page for each location.
- 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 Sports Field License Agreement and Permit 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 after 3:00pm Monday-Friday or after 8:00am Saturday & Sunday of the scheduled field use date will result in being invoiced regardless of use.
 - c. Deposits paid in advance of entering into a License Agreement are non-refundable. However, a deposit may be applied to another available date and time. Rush fees paid are not refundable.
 - d. 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 Line Hill Mound. Reigart Road and VOA Practice Field Daily Use Fees and Policy for Non-Tournament Play.
- **In compliance with House Bill 143, Return to Play Law** (ORC Section 3707.511) **Effective 4/26/13** Youth Sports Organizations, Coaches, Referee, Officials, & Instructors are required to follow the guidelines for concussion training, safety, and awareness requirements as presented in House Bill 143, the Return to Play Law. Information regarding the law can be found at <https://odh.ohio.gov/know-our-programs/child-injury-prevention/resources/rtp-law>
- **In compliance with Senate Bill 252, Lindsay's Law** (ORC Sections 3313.5310, 3707.58, and 3707.59) **Effective 8/1/17** Youth Sports Organizations, Coaches, Referees, Officials, & Instructors are required to follow the guidelines for informing and

educating students and youth athletes participating in or desiring to participate in an athletic activity, their parents, and their coaches about the nature and warning signs of sudden cardiac arrest. Information regarding the law can be found at <https://www.odh.ohio.gov/landing/Lindsays-Law.aspx>.