

**TOWN OF FOXBORO**  
Recreation Department  
40 South Street  
508-543-7255  
**2019 Field Request Form**

Facility Desired: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Requested Starting Dates: \_\_\_\_\_ Ending Dates \_\_\_\_\_

Days of week: \_\_\_\_\_ Time: \_\_\_\_\_

Contact person @ facility during event: \_\_\_\_\_ Cell#: \_\_\_\_\_

**REGULATIONS:** Ultimately all decisions regarding field use will be at the Recreation Department's discretion and will be posted on the website ([www.foxbororec.com](http://www.foxbororec.com)).

1. Traditional seasonal sports (i.e. Foxboro Youth Baseball, Foxboro Youth Softball, Foxboro Midget Football, and Foxboro Youth Lacrosse) will be given preference if two or more groups request the same facility.
2. Tournaments or other special events need to be applied for separate from regular league play. Please include contact information for coordinators of each league.
3. A certificate of insurance with a \$1,000,000 limit naming the Town as an "additional insured" by endorsement must accompany all applications.

**FIELD USE INSURANCE INFORMATION**  
Town Of Foxboro named as additionally insured

Producer: \_\_\_\_\_

Policy No: \_\_\_\_\_ (must be attached certificate to this agreement policy)

Effective Dates: \_\_\_\_\_

**ALL FIELDS MUST BE LEFT IN SAFE, PLAYABLE, CONDITION-RAKE IT OUT, NO IMPRESSIONS**

4. Any damage that is caused by a group using said facility will be repaired at the expense of the group. The group or organization will be responsible for all litter or general maintenance needed to leave the facility in proper condition, or charged accordingly.
5. Any special field preparation arrangements (i.e. Raking, lining fields) are the responsibility of the user. Absolutely no raking of mud into fields. No hitting balls into the backstop- **A DAMAGE FEE WILL APPLY .**
6. Any Facility Use Agreement may be revoked for any of the following abuses of a facility:
  - a. Use of Alcohol or Drugs
  - b. Litter
  - c. Field Damage
  - d. Illegal Use of Facility
  - e. Illegal Parking
  - f. No fees will be returned for any of the above reasons.

7. Inclement Weather Policy - use of closed fields, or one with standing water, jeopardizes the safety of all. In addition, the inappropriate use may require additional maintenance to restore field to safe conditions. Field closings will be posted on our website by 7:00am weekends and 1:00pm weekdays [www.FoxboroRec.com](http://www.FoxboroRec.com) or the Rec's Facebook page.

8. **A field is automatically closed when:**

- a. **standing water is evident**
- b. **ground is water logged and squishy**
- c. **presence of lightning or severe weather, storms**
- d. **or determined by the Rec. Dept. and will be posted on [www.Foxbororec.com](http://www.Foxbororec.com)**

9. All user groups must provide appropriate number of sanitary units for duration of field usage. It is User group's responsibility to maintain and provide care of these units up to and including possibly chaining to prevent tipping over. Sanitary facility tip overs or other damage is sole responsibility of the user group.

10. All user groups must empty trash barrels into dumpsters. In the event of large scale events (tourneys) user groups must provide own dumpster. At no time is trash to be piled around or near the barrels. Trash in and around the fields, dugouts, will result in a financial penalty of \$500.00.

11. The Recreation Director has the final authority on field usage. The Director, with the Rec. Board's support can end group use of Recreation Fields at any time. A user group can request a meeting with the Rec.Board to discuss use termination, but the Director's decision is final until such meeting is held.

12. Failure to follow these rules and regulations will result in the following penalties:

1. Verbal Warning
2. Written Warning and meeting with Recreation Board
3. Suspension of use of field
4. Permanent loss of field usage
5. Any of the above penalties may also result in a financial penalty based on severity of above or field damage.

13. Special conditions to this agreement as agreed upon by Recreation Director and representative of user group.

14. See attached **Fee Schedule** for current year rates.

I, hereby for (Name of Organization), \_\_\_\_\_ have read all policies, and understand and agree to follow all the regulations in this agreement.

\_\_\_\_\_  
President, Chairperson, Legal representative, Owner

\_\_\_\_\_  
Recreation Director

\_\_\_\_\_  
Date

Upon signature of all parties, user group will be given a copy of all agreements

## **Foxboro Recreation** **Behavior Guideline Policy**

1. Persons shall not enter Town property under the influence of drugs or alcohol or consume alcohol or drugs at any time while on Town property. Persons shall not possess any alcohol or drugs on Town property.
2. Smoking is prohibited on Town Fields.
3. Persons shall not possess, use, or store a weapon of any kind such as firearms, knives or explosives on Town property.
4. Persons shall not steal, or attempt to steal any property of the Town.
5. Persons shall not fight, assault, threaten or otherwise endanger any member of the public.
6. No person shall litter on Town property.
7. Persons shall not engage in threatening or abusive language or actions or any harassment, discourteous, indecent or immoral conduct directed to a member of the public.
8. Persons shall observe all traffic and parking signs while on Town property. Illegally parked vehicles will be towed at owner's expense.
9. Persons shall report defective equipment or unsafe conditions of any equipment or facilities that may endanger anyone.
10. No pets allowed on property.
11. All persons must comply with hours of operation of facilities.
12. In the event of damage to a facility and the user group is found responsible, repair or replacement costs will be responsibility of user group.

Persons that fail to follow the rules and regulations of the Town or other rules and regulations established by the Recreation Department may be subject to loss of privileges to use the Town facilities. Depending on the severity of the offense, or the frequency of other offenses, the Town may initiate legal action. Please note that these rules and regulations are intended to be representative of standards that persons must adhere to and are not all-inclusive.

13. An emergency plan (for example: injuries, quickly changing weather, unruly patrons, missing child) must be submitted with the application. Please note: the examples above do not cover all possible scenarios- each user group must cover all potential emergencies.

## **2019 Field Use Fee Schedule**

For the 2019 season Foxboro Youth Sports **will not** pay field use Fees.

**\*\*\*The exception to this is for Youth groups who conduct tournaments for profit\*\*\*.**

The following fee schedule has been reviewed and approved by the Foxboro Board of Recreation.

### **For Profit Rates**

<b><u>1-200 days of Rental</u></b>	<b><u>\$300.00 ( 4 Hr Block, Per Field, Per Day )</u></b>
<b>(Casual)</b>	<b><u>\$600.00 ( 8 Hr Block, Per Field, Per Day)</u></b>

<b><u>201-and Up Days of Rental</u></b>	<b><u>\$150.00.. ( 4 Hr Block, Per Field, Per Day )</u></b>
<b>(Frequent)</b>	<b><u>\$450.00 ( 8 Hr Block, Per Field, Per Day)</u></b>

A **Security Deposit of \$1,000.00** is due with submission of your request. The deposit will be returned upon a satisfactory inspection of the field. The User Group will need to notify the Recreation Dept in writing for the security Deposit Refund along with a copy of the front and back of the cashed check

TOWN OF FOXBOROUGH  
**Indemnification Agreement**

For and in consideration of the use the premises located at the \_\_\_\_\_  
\_\_\_\_\_, Foxboro, MA, (the "Premises"), and other good and valuable consideration, the payment, receipt  
and sufficiency of which is hereby acknowledged,

Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Tel. No. \_\_\_\_\_  
Organization: \_\_\_\_\_ Tel. No.: \_\_\_\_\_  
Address: \_\_\_\_\_

(hereinafter the "Applicant") hereby agrees to indemnify and save harmless the Town of Foxboro, and all their past, present and future officers, officials, agents, servants, employees, attorneys and their respective predecessors, successors, assigns, heirs, next of kin, executors and administrators hereinafter collectively referenced as the (the "Town") against any and all injury, loss or damage and any and all claims for injury, loss or damage, of whatever nature caused by or resulting from, or claimed to have been caused by or to have resulted from any act, omission or negligence of the Applicant or anyone claiming under the Applicant (including, but without limitation officers, agents, servants, invitees, guests, students, volunteers, of the Applicant and employees and contractors of the Applicant), at or about the Premises.

This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in connection with any such injury, loss or damage or any such claim, or a proceeding brought thereon or the defense thereof. If the Applicant or anyone claiming under the Applicant or the whole or any part of the property of the Applicant or anyone claiming under the Applicant shall be injured, lost or damaged by theft, fire or steam or in any other way or manner, no part of said injury, loss or damage is to be borne by the Town or its agents unless solely caused by the gross negligence or willful misconduct of the Town.

Applicant shall, at its own cost and expense, with counsel approved by the Town defend any and all suits and actions (just or unjust) which may be brought against the Town or in which the Town may be impleaded with others upon any such above-mentioned matter, claim or claims, unless such other suit or action is the direct result of Town's negligence. The Applicant agrees that it shall not file any claim, complaint, charge or lawsuit against the Town for any matter, claim or incident, known or unknown, which occurs or arises out of Applicant's use of the Premises.

APPLICANT

Date: \_\_\_\_\_ By: \_\_\_\_\_ (Applicant)  
\_\_\_\_\_ (Title)

TOWN OF FOXBORO

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(duly authorized signature)



# TOWN OF FOXBOROUGH

## Recreation Department

Heather Harding, Chairman  
Debbie Giardino, Director

40 South Street  
Foxborough, MA 02035  
www.FoxboroRec.com

Phone: (508) 543-7255  
Fax: (508) 543-1254

TO: Youth Sports League Directors, Facility Users

FROM: Debbie Giardino, Recreation Director

RE: CORI Affidavit

The State of Massachusetts requires CORI searches of all related personnel of all youth leagues. The president or official representing the league must sign the following statement:

On behalf of \_\_\_\_\_ (League, Organization, Program), I attest that all coaches, personnel, board members and other staff persons of such organization, have been the subject of a CORI search, which has disclosed no offenses for which these persons have been either convicted or adjudicated.

Signature: \_\_\_\_\_

Please print: \_\_\_\_\_

Date: \_\_\_\_\_

**CSAAC Field/Building Use Amendment - 2017**

From: CSAAC (Child Sexual Abuse Awareness Committee), Foxboro Board of Recreation  
Subject: Town property and field usage permit changes in accordance to CSAAC recommendations for Darkness to Light Training.

Any applicant using/renting any Town of Foxboro property greater than three times in a calendar year and such organizations activities include the involvement of the Foxboro Youth society under the age of 18, such organization shall abide by the following guidelines:

- 1) Apply for a 'usage permit' via Foxboro Public School administration office or via Foxboro Recreation Department.
- 2) Such applicant/organization will demonstrate that all Directors, Counselor, Volunteers and /or employees over the age of 18 are successfully Coried and such organization is Coried certified by process.
- 3) Any applicant/director/coach/employee/counselor/referee or volunteer over the age of 18 associated with such applying organization has successfully completed "Darkness to Light" training and can produce evidence that all participants over the age of 18 are in accordance for that calendar year.

Failure to comply with these rules will result in immediate and potential future loss of Town of Foxboro property usage.

I \_\_\_\_\_ representing such organization \_\_\_\_\_ can attest that all volunteers, coaches, directors for my respective organization have complied to the above guidelines for field and facility usage in the Town of Foxborough.

Organization: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_