



TOWN OF MILTON, VERMONT 05468-3205

Town Manager's Office • 43 Bombardier Road • 802-893-6655 • FAX: 893-1005
bpalaia@town.milton.vt.us
www.miltonvt.org

March 12, 2013

Dear Applicant,

The Selectboard adopted a Field and Facility Use Fee Schedule on October 4, 2010. The Facility Use Application requesting use of Town facilities including but not limited to the fields and pavillion, can be downloaded from the Town's Website: www.miltonvt.org, or picked up at the Recreation Office located in the Municipal Building. To reserve Town facilities, the **completed** application should be submitted 21 days prior to the event. Applications are considered on a first come, first served basis. We will consider requests submitted less than the 21 days however we cannot guarantee we will be able to process the paperwork during the timeframe allowed.

As the authorized representative of the application, it is your responsibility to read and understand the documents and be cognizant of their content. If you need assistance you may call our office where someone will help you understand the process and requirements.

Our internal review by Town staff may require services such as port-o-lets, security, rescue, or other amenities. The Town will make the necessary arrangements however you are responsible for paying, **in advance**, based upon our **estimated** cost(s). Any funds remaining after billing is received will be returned to you as soon as practicable. If, after billing is received, funds are due to the Town, you will receive a bill with an expected due date of payment.

Members of the public are not covered under the Town of Milton's insurance or workers' compensation policies.

Please note: if ENTERTAINMENT will be provided at the event and a fee is charged (like ticket sales or cover charge), the applicant must also apply for an Entertainment License with the Planning Department. Final approval of an Entertainment License is dependent on Selectboard approval.

We are proud of our facilities and look forward to your enjoyment of them and their availability for the next user. You are responsible for understanding the documents listed below. If you have any questions, please contact the Recreation Office at 802-893-4922.

Sincerely,

Brian M. Palaia
Town Manager

Attachments:

- Application for Facility Use
- Recreation Department Field and Facility Fees & Park Rules
- Town of Milton Liability Hold-Harmless Agreement
- Town of Milton Non-Employee Work Agreement
- Town of Milton Ordinance to License and Regulate Entertainment
- Entertainment Brokers International – TULIP (Tenant User Liability Insurance Policy) Information



Application for Facility Use

TOWN OF MILTON

43 Bombardier Rd. Milton, VT 05468-3205 ~ www.miltonvt.org

Contact: Milton Recreation Department 893-4922

Application must be submitted to the Town of Milton at least 21 days prior to the event with all sections completed.
(The Town requires 48 hours notice if you cancel an event)

Applicant and Event Information

Applicant: _____ DBA: _____

Address: _____ Town/City: _____

Daytime Contact Numbers: _____ Email Address: _____

Type of Event: _____

Facility/Location Requested: _____

If a one-time event: Date: _____ Hours: from _____ to _____
(If a re-occurring event, attach a detailed schedule of events)

If a one-time event and you are requesting a rain date (provide date) _____

Do you require use of Town: (answer yes or no to each) Water _____ Electricity _____ Lining of fields _____
(If other, please explain and attach a separate sheet)

Attendance: _____ Is the event Public or Private Will money be received?* _____
(Number of persons estimated) (Select One) (From ticket sales, entrance fee, gift/donation/solicitation, etc)

If Entertainment or a Performance will be provided, please describe: _____

*If money is being received you may also be required to complete an entertainment license application.

NOTE: THE PUBLIC IS NOT COVERED UNDER THE TOWN OF MILTON'S INSURANCE POLICY

If you would like to reserve and/or rent a Municipal Facility, these are your insurance options:

1. You may provide proof of insurance for your event or activity with a Certificate of Insurance Coverage. The Certificate must name the Town of Milton as an additional insured and show coverage in the amount of combined minimum single limit coverage of \$300,000 per occurrence and \$300,000 in the aggregate. This Certificate shall remain in force from the date and time of the beginning of the event until the date and time of the end of the event. Adding the Town of Milton as an additional insured to your homeowners policy may be of no additional cost to you; OR
2. You may purchase insurance from Entertainment Brokers International offered through Vermont League of Cities and Towns (VLCT PACIF) and is not related to PACIF or the Town of Milton in any way. Information is attached;
OR
3. The Applicant(s) agrees to indemnify and hold the Town of Milton, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use of the Town's Facility by the Applicant, the Applicant's guests, agents, or employees.

You must select one option: As authorized representative of this application I have chosen option: 1 2 3

If option 1 or 2 is chosen, attach your Certificate of Insurance Coverage with this Application.

Print Name: _____ Signature: _____ Date: _____

- Only the authorized representative may cancel the event (48 hours notice is required) and no refund or any portion thereof will be made.
- Only scheduled league games will be reserved and scheduled games take priority over practices. Fields are reserved on a first come first serve basis.
- It is the responsibility of League officials to inform all teams and coaches of the Town of Milton's Policies.
- Permission to use Town facilities can only be obtained by completing this form. Applications are considered on a first come first served basis.
- Any services and/or requirements of the Town will be at the expense of the applicant. Town staff will provide an estimate of costs to the applicant prior to the event and payment will be expected to in advance of the event.
- The applicant agrees to abide by and conduct its event in accordance with all park rules, laws, regulations and ordinances, including those related to alcohol, smoking and noise. Alcohol is not permitted on Town property. Applicant shall not allow or engage in any illegal activity.
- Any damage to the Town's property will be the sole liability of the responsible person signing this agreement and/or their agent/heirs/executors.
- The Town, its officers, agents and employees shall have the right to enter the event to confirm the applicant's conformance to this application and if a breach is determined, the Town shall have the right to immediately terminate this application and use of the Town facility prior to the conclusion of the event without refund.

****Please note**, if **ENTERTAINMENT** will be provided at the event and a fee is charged (like ticket sales or cover charge), the applicant must also apply for an Entertainment License. Final approval of an Entertainment License is dependent on Selectboard approval.

The applicant will be notified as soon as possible of the action taken with regard to approval or rejection of this application.

As the authorized representative of this application, I fully understand the requirements as noted herein and further understand that it is my responsibility to read the documents listed below and be cognizant of their content.

Print Name: _____ **Signature:** _____ **Date:** _____

Attachments:

- Letter from the Town Manager
- Recreation Department Field and Facility Fees & Park Rules
- Town of Milton Liability Hold-Harmless Agreement
- Town of Milton Non-Employee Work Agreement
- Town of Milton Ordinance to License and Regulate Entertainment
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OFFICE USE ONLY

Recreation: Event request reviewed by: _____ Date: _____ Approved: ___ Denied: ___ (see below)

If applicable, the location of the event has been tentatively reserved until this application is approved or denied by the Town Manager.

Comments/Conditions/Fees: _____

Buildings & Grounds: Event request reviewed by: _____ Date: _____ Approved: ___ Denied: ___ (see below)

Comments/Conditions: _____

Risk Management: The necessary documents are on file. Signed: _____ Date: _____

Comments/Conditions: _____

Police Needed: Crowd Control: ___ Yes ___ No Traffic Control: ___ Yes ___ No

Signed: _____ Date: _____

Comments/Conditions/Fees: _____

Fire needed: ___ Yes ___ No Signed: _____ Date: _____

Comments/Conditions: _____

Rescue needed: ___ Yes ___ No Signed: _____ Date: _____

Comments/Conditions: _____

Health/Zoning: ___ Yes ___ No Signed: _____ Date: _____

Comments/Conditions/Fees: _____

Town Manager Approval (if required)

Recreational Facility Use Fee \$ _____ Other applicable fee(s) \$ _____

Entertainment License Fee \$ _____ Other applicable fee(s) \$ _____

Fee Amount Received \$ _____ Verified by: _____ Date: _____

Approved by: _____ Town Manager Date: _____

If Selectboard approval sought:

Date Selectboard scheduled to consider: _____

Date Selectboard took action and action taken: _____

As the authorized representative of this application, I fully understand that the services and/or requirements the Town has indicated will be at my expense. I agree to the estimated amounts indicated and understand that I am expected to provide payment in advance of the event. Failure to pay in advance will result in cancellation of the event. The Town of Milton reserves the right to cancel the event if necessary in the best interest of the Town.

Print Name: _____ **Signature:** _____ **Date:** _____

● Town of Milton Field and Facility Use Fee Schedule ●

43 Bombardier Road, Milton, VT 05468 ● 802-893-4922 ● Website: www.miltonvt.org

Please enjoy your experience while using Town fields/facilities and clean the area prior to your departure!

Pavilion (Tennis Court) ● Milton Outdoor Performance Center (Park Road)

(Concessions in the Park for Profit: Private vendors must request an agreement with the Town Manager)

Milton Residents: Up to 4 hours: 20 people: \$10 ● 21 – 40 people: \$25 ● 41 – 75 people: \$50 ● 20 – 75 people 4+ hours: \$75

Milton Town/School, Milton Church, Milton Non-Profit functions/sponsored events: No Charge

Non-Resident, Non-Resident Non-Profit, For-Profit Organization/Business: Up to 4 hours: \$100 4+ hours: \$175

Horseshoe Pits ● Tennis Courts ● Volleyball Court ● Skating Rink/Basketball Court

Milton Residents, Milton Town/School and Milton Non-Profit: No Charge

Non-Residents, For-Profit/Others:

Basketball/Tennis/Volleyball Courts – Tournaments/Other: \$50/court/day Clinics/Lessons: \$5/court/hour

Horseshoe Pits: With the exception of Regular Season League Play, the pits may be used by Town residents at no charge.

Other users – contact Town Staff. Please be considerate and cover the pits after use. Horseshoe Tournaments: \$50/event

Field Usage Fees

(Note: Milton Youth Leagues' regular season games – exempt when Milton teams play)

Field Set Up: Prep, Line and/or Layout field(s): \$25 per task (in addition to fees noted below)

Softball/Baseball: Milton Residents: \$30 per field per event Non-Residents: \$60 per field per event

Soccer/Football/Lacrosse: Milton Residents: \$30 per field per event Non-Residents: \$60 per field per event

Tournaments/Jamborees/Camps – Refer to fees above (Note: Milton Youth Leagues not exempt)

The Town of Milton Buildings and Grounds Department reserve the right to declare any field or court unplayable at any time if conditions are unsafe or continued play would damage the facility or field.

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Exclusive use of all Municipal Park fields/facilities for an event; use of fields/facilities for other than what it is intended; request to use the Field House, water and/or electricity, will be reviewed with the cost set, if applicable, by the Recreation Coordinator, with the approval of the Town Manager.

Please Note: Park Road parking limitations will be considered when making a reservation ● Additional services may be required such as but not limited to: trash removal, port-o-let rental, police, fire and/or rescue services. Town Staff will secure these services, if required, on behalf of the applicant, at the applicant's expense. A deposit may be required, and deposit/refund is made at the discretion of Town Staff. If entertainment is provided at an event, an Entertainment Permit must be obtained in advance from the Milton Selectboard.

Please adhere to the following Park Rules:

Use of Town facilities/fields is at your own risk ● Children are to be supervised at all times ● Speed limit is 15 MPH. Motorized vehicles are restricted to roads/parking areas ● Glass containers prohibited ● Pet owners are required to pick up after pets ● Alcoholic beverages, smoking, illegal drugs, firearms, weapons and illegal activity is prohibited. Report any illegal activity or damage of property to the Police Department ● Rollerblades, skateboards and bikes are prohibited from Tennis Courts ● Fires, camping and/or fireworks require a permit/permission from the Town ● Playground areas cannot be reserved for any functions ● Fees only refundable if event cancelled by Town of Milton and unable to reschedule

Liability Hold Harmless Agreement

Inconsideration of the agreement of the Town of Milton to engage my company and me to perform certain services for the Municipality, _____
(company or individual name) and I agree, and for my heirs, executors and administrators agree to indemnify, defend and hold forever harmless the Town of Milton its officers, agents and employees from and against any and all claims, demands, liabilities, actions, judgments, settlements, damages, costs and expenses - including attorneys fees and disbursements - for injury to or death of any person including myself, or damage to property arising out of or resulting from any material, product, equipment, vehicle or service supplied by the company or by me, or the agents, servants or employees of either, or from any action or failure to act on the part of myself or the company, or the agents, servants or employees of either, while performing services for, at the behest of, under contract with or on the of the Town of Milton.

Printed Name

Signature and Date

Printed Name of Witness

Witness Signature and Date