

Equal Access:

This policy shall apply to all groups and individuals that have requested use of City facilities and grounds. No group or individual shall be excluded from equal access to City facilities or grounds because of consideration of sex, race, religious or political persuasions or views. However, use may be denied or terminated if there is a violation of the rules set forth in this policy and/or if the use poses health or safety risks.

I affirm that I am 21 years or older and have the authority to sign this Agreement. I further affirm that I agree to all the terms and conditions set out above in this Agreement.

Name (Print): _____
APPLICANT/USER

Signature: _____ Date: ____ \ ____ \ ____



For Staff Use Only

Insurance Required: Yes <input type="checkbox"/> No <input type="checkbox"/>		Certificate naming City as "Additional Insured" attached: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Base Fee: \$	Other: \$	Total Cost: \$	
Deposit (50% of estimated cost): \$		Received by:	Date: ____ \ ____ \ ____
Balance due (10 days prior to event): \$		Check #:	Receipt #:
Staff assignment:			
Approval of Use Conditions: _____			
Application Approved By:			Date: ____ \ ____ \ ____

* Not valid unless signed by Director of Parks and Recreation or Authorized Agent.

Rates & Fees

User Fees: The base user fee or the requested facility is \$ _____ for the period set forth in this application. If applicable, each additional hour or part thereof, and the cost of additional equipment, supplies and services will require an additional fee.

Deposit: A Security Deposit is due when the Facility Use Agreement is signed equal to 50% of the total fees due. The remaining balance is due no less than ten (10) days prior to the event. The User is responsible for leaving the facility in a clean and satisfactory condition upon the conclusion of the activity. The deposit will be refunded less any amount due for additional rental charges, damages or other additional services. If actual costs exceed the amount of the Deposit, such additional amounts will be due from User upon notice.

Refunds: (A) 75% of the deposit will be refunded if cancellation by User is received thirty (30) or more calendar days before the event date, or (B) 50% if cancelled less than thirty (30) days and the facility is subsequently leased for the same day/time period to another user, (C) 25% if not re-leased.

Facility Use Policy and Agreement Terms

Overall Policy Guidelines:

- 1.) The Facility Use Policy has been adopted by the City Council and is enforced by the City Manager and/or his designee.
- 2.) This policy governs the use of public areas of buildings or facilities owned, leased or otherwise occupied exclusively by the City of Ranson government that are used for the conduct of City operational business.
- 3.) The primary use of City facilities is for the conduct of City government business. Consequently, groups that are part of or associated with Ranson government have priority use of most facility space. Use of public areas by any City entity has priority over use by a non-profit citizen group.
- 4.) Facility use must not interfere with City government functions, operations and business.
- 5.) No admission fee shall be collected for any event without the written express permission of the City Manager or his designee. The City Manager may grant non-profit 501(c)(3) groups permission to charge an admission fee for fundraising activities provided that a detailed plan of the event, including the expenses, marketing plan and procedure for collecting fees, is submitted with the application.

Procedures:

- 1.) Applications to use the City facilities must be made on forms provided by the Ranson Parks & Recreation Department ("Department"). User must provide all information as may be required by the Department to assure compliance with the requirements and regulations of this policy.
- 2.) User will be required to acknowledge that neither the city nor the Department assumes any liability for injury or loss of personal property. Prior to the use of the facility, the application must have approval of the City Manager or designated representative.
- 3.) Approval or denial of an application will be provided within five (5) working days of receipt of a completed application.
- 4.) The City shall not be responsible for any damage or injury that may happen to User, its agents, assistants, employees, patrons, guests, invitees, servants, or property from any cause whatsoever (unless occasioned by the sole negligence of the City) during the period covered by the rental agreement. The User for itself, its agents, assistants and employees expressly releases the City and agrees to hold the City harmless and to indemnify the City against any claim for loss, damage, injury or other liability arising out of the actions, fault, or negligence of the User, its agents, assistants or employees during the term of the rental agreement.
- 5.) User assumes responsibility for damages to the facility and injury to participants which are a result of the conduct and/or negligence of the User and/or User's agents. When it is deemed to be in the best interest of the general public and to the City, the City will require the User to furnish a Certificate of Insurance naming the City of Ranson, as an additional insured. The amount of insurance shall not be less than \$1,000,000 per occurrence of commercial general liability insurance. The Certificate shall be provided to the City not less than seven (7) days before the event. The City reserves the right to require higher limits depending upon the proposed usage.
- 6.) A contract shall not be transferred, assigned or sublet. All contracts will be issued for specific facilities and for specific hours, and the premises must be vacated as scheduled.
- 7.) The application must be completed and signed by an adult age 21 and over who will attend, supervise and be responsible for the entire event or activities.
- 8.) User will be responsible for scheduling and obtaining all necessary licenses, permits and inspections.

Regulations and Restrictions:

All use of facilities shall be subject to the following regulations and restrictions:

- a.) Alcoholic beverages are prohibited and shall not be permitted in or on any municipal facilities owned or operated by the City, unless granted by the express written consent of the City Manager. Alcohol must be served in compliance with regulations adopted by the West Virginia Alcohol and Beverages Commission.
- b.) Smoking is prohibited in all City facilities, including restrooms and within 20 feet of all entrances and within 25 feet of all playgrounds.
- c.) No gambling shall be conducted on, or in, City facilities, and the applicant shall insure that no disorderly or illegal conduct shall be allowed in the facility.
- d.) For all indoor facility rentals involving minors, 18 years and under, there shall be at least one adult for every 20 minors, or increments thereof, in attendance, who shall remain in the facility for the duration of the activity.

- e.) Users' activities shall not interfere with the administration of the City or the Department.
- f.) Facilities and equipment are to be left in the same condition as they were prior the rental. The User is responsible to pay for any damage to property or loss of property. A fee equal to total replacement cost will be charged. It shall be the responsibility of the User to see that unauthorized portions of the facility are not used. Continued or repeated use of City facilities will be contingent upon care of the facility, property and equipment, and observance of all approved rules and regulations.
- g.) The capacity of City facilities shall not be exceeded.
- h.) Unless specifically approved by the City Manager or his designee, facilities are not available for reservations on the following holidays: Christmas Eve, Christmas Day, Easter, President's Day, Independence Day, Labor Day, Martin Luther King Day, Memorial Day, New Year's Eve, New Year's Day, Thanksgiving, Veteran's Day, and West Virginia Day. The City reserves the right to close any facility at any time for any reason.
- i.) All persons using the facilities shall observe and obey regulations of this policy, the rules of the Department and all applicable City, State and Federal laws, rules and regulations.
- j.) The City reserves the right to place special conditions on any User the City deems necessary to protect the health, welfare and safety of the User and/or the City and its residents. The City also reserves the right to deny access to any group or person who has a history of violence or history of damaging other facilities.

Fees, Deposits and Cancellation Procedures:

Fees may be charged for the use of City facilities and shall be established and periodically adjusted by Ranson Parks and Recreation Department and approved by the City Council. Fees are imposed to cover overhead, processing, deposits, maintenance, and replacement costs for application, scheduling and maintenance of facilities.

- a.) A Security Deposit is due when the Facility Use Agreement is signed equal to 50% of the total fees due. The remaining balance is due no less than ten (10) days prior to the event. The User is responsible for leaving the facility in a clean and satisfactory condition upon the conclusion of the activity. The deposit will be refunded less any amount due for additional rental charges, damages or other additional services. If actual costs exceed the amount of the Deposit, such additional amounts will be due from User upon notice. All or a portion of the deposit may be retained by the Department after inspection of the facility by the Parks and Recreation Manager or a designated representative and a determination that the facility has not been left in a clean and/or good repair.
- b.) No fee or deposit shall be charged for use of City facilities by the City of Ranson, or events co-sponsored for the City of Ranson or its departments.
- c.) 75% of the deposit will be refunded if cancellation by User is received thirty (30) or more calendar days before the event date; 50% if cancelled less than thirty (30) days and the facility is subsequently leased for the same day/time period to another user; or 25% if not released. In the event of cancellation by the City, the notice will be given as far in advance of the scheduled use as possible. Cancellation by the City will result in a refund.

CODE OF CONDUCT
CITY OF RANSON PARKS & RECREATION

Ranson Parks & Recreation activities and facilities are made available to youth and adults to enjoy fun and wholesome recreational programming that teaches character and sportsmanship. Ranson Parks & Recreation supports the belief that all recreational programming and experiences should be positive and safe with sportsmanship and enjoyment the primary goal. To achieve this goal, Ranson Parks & Recreation strives to provide a safe environment for participants of these programs and to protect them from harm to the best of its abilities. To that end, all participants and spectators must be held accountable for their behavior and zero tolerance given for intentional violation of this Code of Conduct.

EXPECTATIONS

- Treat all parties involved with dignity and respect.
- Use appropriate language, tones and volume when communicating. When in doubt, remain silent.
- Become knowledgeable, understanding and supportive of all established guidelines, rules, policies and procedures applicable to related programming.
- Recognize/acknowledge Ranson Parks & Recreation programming as a privilege that can be rescinded for the greater good.

Unfortunately, aggressive behavior is on the rise in recreational programming. Negative attitudes, verbal abuse of officials, poor sportsmanship, profanity, child predators and violence are casting a negative light in our arena. It is for that reason penalties have been assessed and will be enforced for acts perceived by Ranson Parks & Recreation as intentional violations.

PROCEDURES

- When an incident occurs at any Ranson Parks & Recreation activity/event/facility, Ranson Parks & Recreation officials have the authority to institute immediate suspensions. Ranson Parks & Recreation officials will offer to escort the offending individual(s) from the facility. If the offending individual(s) refuses to leave the premises, local authorities will be contacted immediately and asked to enforce the ruling. Parks & Recreation officials are defined as follows:
 - Field supervisor – a Parks & Recreation employee and/or agent so designated by Ranson in charge of the operation and staff of a scheduled game, match or event.
 - Parks employee – a Parks & Recreation employee of Ranson providing services to fields, parks, courts or events.
 - League director – a Parks & Recreation employee and/or agent so designated by Ranson to organize or supervise an activity.
 - Law Enforcement official – City of Ranson police department and/or West Virginia State Police in the scope of employment or in emergency situations.
- Any person, organization, team and/or activity which rents or otherwise utilizes Ranson facilities shall submit an incident report to the Ranson Parks Manager within 24 hours of a situation which requires an ejection. (see attached form.) The incident report shall be completed by the authorized agent in charge of the organization, team and/or activity. The Parks Manager shall then proceed to start an investigation to determine whether the individual shall be suspended from the facility.

- Individual(s) removed from the facility in this manner will be sent a registered letter stating the violation of policy and the penalty in effect. The individual(s) will then have forty-eight (48) hours from receipt of the letter to respond to Ranson Parks & Recreation with a written appeal.
- After the written appeal is received, an initial investigation will be conducted by the Parks Manager. A final decision will be rendered by the Parks Manager within ten (10) working days from receipt of the appeal.
- Aggrieved individuals will then have forty-eight (48) hours from receipt of the Parks Manager's decision to appeal to the Ranson Parks & Recreation Commission. The appeal shall take place at the next regularly scheduled Parks & Recreation Commission meeting. Individual(s) requesting the appeal may be asked to appear before the Ranson Parks & Recreation Commission. The individual may have counsel, call witnesses and present evidence. This decision is final.
- During all appeals, the individual(s) will be suspended from all Ranson Parks & Recreation activities/events/facilities.
- Suspensions of less than ten (10) days cannot be appealed.

It is Ranson Parks & Recreation sincere desire that situations never warrant the removal of an individual from any activity, event or facility. However, it is the department's obligation to maintain a controlled, safe and healthy atmosphere for everyone. Recreational activities are designed to foster qualities such as character building, social interaction, enjoyment and relaxation while educating the general public and promoting healthy lifestyles. These activities are not designed to be overly competitive and Ranson Parks & Recreation does not promote this contention.

OFFENSE & PENALTY (to include but not limited to:)

Level 1 – Standard

- **Offense** Failure to follow departmental established guidelines, rules, policies and procedures as applicable to related programming; failure to comply with an Ranson Parks & Recreation official's decision; taunting/mocking/harassment of players; disgruntled expressions such as rude gestures or comments, screaming and loudly disagreeing with others or obscene/profane/vulgar language; throwing/kicking/striking of bats, balls and other miscellaneous equipment; unnecessary roughness among participants.
- **Penalty** Not necessarily preceded by a warning . . . immediate ejection and removal from the premises and a minimum ten (10) day suspension.

Level 2 – Verbal

- **Offense** Malicious obscene/profane/vulgar verbal abuse directed towards another individual; verbal epithets related to race, color, religion, creed, gender or sexual orientation; verbal communication of threats, physical violence or acts of insulting another with intention to offend, defame or embarrass.

- **Penalty** Not necessarily preceded by a warning . . . immediate ejection and removal from the premises and a minimum thirty (30) day suspension.

Level 3 – Physical

- **Offense** Physical aggression towards another; pushing, shoving, striking or touching another individual with the perceived intent to incite, inflict or cause harm; invading another individual's personal space during a dispute.
- **Penalty** Not necessarily preceded by a warning . . . immediate ejection and removal from the premises and a minimum thirty (180) day suspension.

Level 4 – Unlawful

- **Offense** Any violation of West Virginia law; possession of firearms, knives, explosive devices weapons or under the influence of alcohol, narcotics, controlled substances, chemical or drug paraphernalia; assault with or without a weapon.
- **Penalty** Not necessarily preceded by a warning . . . immediate ejection and removal from the premises and a minimum one year (365) day suspension.

*** NOTE: Suspensions will be tracked and monitored. Individuals who have been suspended will be immediately placed on probationary status for a period of one (1) year from the date of the offense. A second offense by the same individual within one (1) year, regardless of nature, will result in double the term of the penalty and an extension of probationary period from the date of the second offense. A third violation by the same individual within one (1) year, regardless of nature, will void all Ranson Parks & Recreation privileges indefinitely. Failure to comply with these guidelines will result in legal action. ***

Adopted by the Ranson Parks & Recreation Commission on the 1st day of October, 2007.

CITY OF RANSON PARKS & RECREATION
312 South Mildred Street
Ranson, West Virginia 25438
Phone - (304) 725-1010
Fax - (304)728-8579

ACCIDENT/INCIDENT REPORT

DATE AND TIME OF ACCIDENT/INCIDENT: _____

LOCATION OF ACCIDENT/INCIDENT: _____

DESCRIPTION OF ACCIDENT/INCIDENT: (USE ADDITIONAL PAPER IF NEEDED):

ACTION TAKEN: _____

INJURY/PROPERTY DAMAGED: _____

NAME _____ AGE _____

ADDRESS _____ CITY _____

STATE _____ ZIP _____ H.PHONE _____ W.PHONE _____

DESCRIPTION OF INJURY/DAMAGE: _____

WITNESSES:

NAME _____ DAYTIME PHONE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

NAME _____ DAYTIME PHONE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

REMARKS:

OFFICIALS' SIGNATURE _____

DATE _____ DAYTIME PHONE _____