

# TOWN OF WINCHENDON AGREEMENT FOR THE USE OF WINCHENDON COMMUNITY PARK & OTHER RECREATION AREAS

Recreation Office, 52 Murdock Ave

Winchendon, MA 01475

Phone: 978-297-3155 Email: Scunningham@Winchendon-ma.gov

*A parks use agreement is required when your group is larger than 25 people and/or you would like to reserve any area of the park for your exclusive use. Permits will not be available @ WCP or GAR Park during dates that have sponsored recreation events. Hours of use will be limited from Dawn to Dusk unless an approved special request accompanies the application. Dates are reserved on a first come first serve basis with an approved application and received payment. If event requires overflow parking in the soccer field the entire park rental fee will apply. Rental does not include use of park equipment such as hammocks, flags, lawn games etc. If you would like to use our equipment there will be a refundable deposit required. Upon equipment being in good working order at the end of the event the deposit will be refunded, if damage occurred the cost to repair or replace the equipment will be withheld from the deposit. If damage exceeds the amount of the deposit the additional amount will be invoiced to the rentee. A quality walk through will be held prior to rental and at the completion of the rental.*

## USER INFORMATION:

**Application Date:** \_\_\_\_\_

1. Group/Event Name (to be defined as User): \_\_\_\_\_

2. Organization: \_\_\_\_\_ ☐ Resident ☐ Non-Resident ☐ Non-Profit

3. Event Date: \_\_\_\_\_ Proposed Rain Date: \_\_\_\_\_

4. Event Description: \_\_\_\_\_

5. Contact #1: Name: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

Address: \_\_\_\_\_ Cell #: ( ) \_\_\_\_\_

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

Contact #2: Name: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

Address: \_\_\_\_\_ Cell #: ( ) \_\_\_\_\_

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

Number of people expected at event: \_\_\_\_\_  
(Additional Porta Potty Fees may apply)

Hours of Use: \_\_\_\_\_  
(Dawn til Dusk)

Has Group/Event used the park or property previously: ☐ Yes ☐ No

If so, what was the name of the Group/Event: ☐ Same as Above ☐ Other: \_\_\_\_\_

## Park/Property Area(s) Requested for Use. Check all that apply:

- ☐ Trails
 ☐ Soccer Field
 ☐ Gazebo
 ☐ GAR Park
 ☐ Field at end of cul de sac  
☐ Amphitheater
 ☐ Entire Park
 ☐ Bike Path/Grout Park

☐ Other (specify): \_\_\_\_\_

**Event Times (including set-up, teardown and cleanup). User must provide the Town with an Event Schedule prior to the event. ☐ Completed**

Start Date: \_\_\_\_\_ Time: \_\_\_\_\_ am/pm

End Date: \_\_\_\_\_ Time: \_\_\_\_\_ am/pm

**Will you be charging a fee to attend this event? \_\_\_\_\_ If so, how much? \_\_\_\_\_**

**Will food or beverages be served? \_\_\_\_\_ If yes, be specific \_\_\_\_\_**

**Will alcohol be served? \_\_\_\_\_ Has a permit been attained? \_\_\_\_\_**

**Do you want to use our park equipment? \_\_\_\_\_ Has the fee been paid? Y/N**  
(deposit of \$200 applies)

**Do you want to show a movie at the park? \_\_\_\_\_ Has the fee been paid? Y/N**  
(Staff rate of \$100 applies)

**Will you need access to electricity? \_\_\_\_\_**

**Will you have any of the following entertainment? Check all that apply: ☐ Completed**

☐ Music ☐ Concert ☐ Dance ☐ Exhibition ☐ Cabaret ☐ Public show

☐ Car show ☐ Other Entertainment: (specify) \_\_\_\_\_

**Other Equipment/Supplies being used (responsibility of the User). Must provide the Municipality with a map indicating all locations prior to event: ☐ Completed**

☐ Fencing ☐ Stakes being driven into ground or any other surface

☐ Other: (specify) \_\_\_\_\_

If vendor will be present at this event they or staff may park in the driveway in front of the garage. The barn and cul de sac cannot be blocked. No parking is allowed in the cul de sac.

**CANCELLATION POLICY:** If you cancel a facility/field reservation 30 days prior to your event date you will receive a 50% refund. If less than 30 days' notice is given, no refund will be issued.

**\*\*Refunds are not issued due to weather related conditions.**

The lessee or user of the facility/field will hold the Town of Winchendon and all its legal agents harmless from any problem resulting from the leasing or utilization of the premises. The Town of Winchendon reserves the

right to cancel any permission, whenever, in its discretion, such cancellation seems advisable & permits are subject to change.

The applicant, through its authorized representative whose signature appears below, agrees to be the responsible party and agrees to comply with all the terms and conditions as contained in this agreement for the use of town property.

Signature of Applicant: \_\_\_\_\_ Print Name & Title: \_\_\_\_\_

*Smoking is not allowed in any public buildings.*

For Office Use Only

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Date, time and facility available and approved: \_\_\_\_\_

Recreation Coordinator Signature

Application approved with the following conditions: \_\_\_\_\_

Payment Received \_\_\_\_\_ Yes \_\_\_\_\_ No  
In the amount of: \$ \_\_\_\_\_

Certificate of Insurance Required \_\_\_\_\_ Yes \_\_\_\_\_ No

(Certificate is to name the Town of Winchendon as an additional insured. Certificate shall be sent to the Town Manager's Office at least 48 hrs. prior to the event date).

DPW Staff Required \_\_\_\_\_ Yes \_\_\_\_\_ No  
In the amount of: \$ \_\_\_\_\_

Town Staff Required \_\_\_\_\_ Yes \_\_\_\_\_ No  
In the amount of: \$ \_\_\_\_\_

(If yes, the applicant agrees to pay a minimum of four hours' time and one-half pay per union contract. Check made payable to the Town of Winchendon 48 hrs. prior to date of event).

Detail Police Required: \_\_\_\_\_ Yes \_\_\_\_\_ No

(If yes, the applicant will make request to the Police Chief and pay the detail rate in accordance with union contract. The Police Department will invoice the applicant).

Entertainment Permit: \_\_\_\_\_ Yes \_\_\_\_\_ No

(If yes, the applicant will Fill out permit and submit it to get on BOS agenda for approval and pay fee 30 days prior to event date).

Board of Health Permit: \_\_\_\_\_ Yes \_\_\_\_\_ No

(If yes, the applicant will complete and submit all permit paperwork and fee to the Board of Health at least 30 days prior to event date).

1 Day liquor license: \_\_\_\_\_ Yes \_\_\_\_\_ No

(If yes, the applicant will complete all permit paperwork and submit to the Town Managers office to get on the BOS agenda at least 30 days prior to event date).

### **TERMS & CONDITIONS**

1. Users of town property must leave the area used clean and orderly.
2. If furniture is moved, it shall be done with care to prevent any damage to the Town property and furniture returned to its original position.
3. Users of town property cannot charge an admission fee without prior approval to do so.
4. If refreshments are served, the applicant is responsible for providing all equipment for set up and disposal of trash. The town does not have any kitchen- like facilities for use. The applicant is responsible for obtaining the necessary permit(s) through Board of Health
5. Use of candles or open flames of any kind are prohibited.
6. Programs may not disturb neighboring businesses or homeowners.
7. The Town of Winchendon is not responsible for any material or equipment left behind or broken during a function, unless it is proven the Town is responsible through its gross negligence. Any incidents are to be reported by the next business day to the Town Manager's Office.
8. It is the responsibility of the applicant to apply for permits required by the Board of Selectmen and other Local Departments.
9. No alcoholic beverages are to be served or consumed on town property unless proper permitting is obtained. One day liquor permits are granted only through the permitting process of the Local Licensing Authority (Board of Selectmen) according to Town Bylaw Article 18, Section 18.3 as amended May 24, 2004.
10. The Town of Winchendon reserves the right to revoke use of town property privileges at any time and in the best interest of the Town.
11. Any publicity announcing events held on town property must clearly state that the Town is not a sponsor of such event.

### **WINCHENDON COMMUNITY PARK RULES**

The Town of Winchendon welcomes and encourages the use of this park and facilities as resources for social, educational, leisure and recreational uses. This park is here for your enjoyment. Please be respectful of others in conduct and speech. Follow these rules for the best use of our facilities and enjoyment by all.

The rules and regulations hereinafter enumerated are the official rules and regulations to guide users of this park and recreation area in proper conduct for the enjoyment of all other users of park and recreation areas and for the preservation of community property.

#### **ANIMALS**

- Animals must be leashed, shall not excite fear or otherwise disturb others.
- Excrement must be picked up and removed from the property using tools or supplies provided by the animal's handler.

#### **RESTRICTED ACTIVITIES**

- Hunting or Trapping of any kind
- Engaging in any type of fighting for sport, entertainment, or arguments is not permitted
- Engine powered models, toys and drones are not permitted
- Overnight camping or sleeping is not permitted (unless authorized by Park Committee)
- Soliciting for sale, soliciting contributions or begging is not permitted

#### **REMOVAL and DAMAGE to PROPERTY**

- Removal, damage or defacing of buildings, structures, natural features, trees, plants, flowers and lawn areas is prohibited.

## **GLASS BOTTLES & CONTAINERS**

- Glass bottles and containers are prohibited within Winchendon Community Park

## **TRASH and REMOVAL**

- All trash generated while in the park shall be properly disposed of in receptacles provided by the Town of Winchendon
- If there are no receptacles provided, the park user will remove all trash from the park
- In the rare case the receptacles are full and overflowing, the user will remove all trash from the park and not add to the problem

## **DEPOSITING of MATERIALS**

- Discarding of materials in parks or park dumpsters is prohibited.
- Dumping of Yard Waste in the park is strictly prohibited

## **FIRES**

- Fires in the park are prohibited (unless prior approval is received from the Park Committee) and then fires will only be allowed in designated areas and in grills. Grills must be attended to at all times. Fires and coals must be doused and properly disposed of before the park user leaves the park. Firewood must not be cut or gathered in the park. (NO OPEN FIRES ALLOWED)

## **WEAPONS**

- No unlawful possession of firearms, other deadly weapons, BB guns, archery equipment, including cross bows, pellet guns, explosive devices or fireworks are permitted in the park.

## **COMMERCIAL ACTIVITIES**

- No person may conduct commercial activities, charge admission or operate games of chance. Advertisements, handbills, placards or posters of any description are not permitted.

## **VEHICLES/TRAFFIC**

- Motor vehicles, motorcycles and mopeds are not permitted off the main roads and parking areas.
- All motorized vehicles must remain on the paved roadways within the park.
- Mini-bikes, dirt bikes, ATVs, and snowmobiles are not permitted in the park.
- A vehicle left in the park overnight is subject to citation and tow.
- Vehicle maintenance other than repairs necessitated by an emergency are not permitted.

## **CONDUCT/BEHAVIOR**

- Persons may not act in a dangerous, disruptive, offensive or noisy manner affecting the safety, peace and good order of the park and park visitors.
- Loitering in cars, parking areas, and any other area within the park is not permitted.

The rules and regulations as set forth above are hereby determined to be necessary to protect the health, safety and morals of the community and its inhabitants. The Winchendon Police Department have the authority to arrest, issue citations, issue trespass warnings, and ban from the parks any person or persons in violation of these rules and regulations.

**TOWN OF WINCHENDON  
FEE SCHEDULE FOR THE USE OF  
WINCHENDON COMMUNITY PARK & OTHER RECREATION AREAS**

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Rental Fee Schedule AD =All day

Location	Resident -4hrs	Resident - AD	Non Resident- 4hrs	Non Resident- AD
Soccer Field (Exclusive use or 25+ ppl)	75	150	150	225
Amphitheater (includes Cul de sac)	150	300	300	600
Trails (exclusive use only)	50	75	75	100
Field by cul de sac (Exclusive use or 25+ ppl)	75	150	150	200
Entire WCP	750	1,000	1,000	1,500
Gazebo (Exclusive use or 25+ ppl)	75	150	150	200
Entire GAR Park	150	300	300	450
Ticketed Events (includes ticket sales and vendor fees)	\$3,200 per day or 10% of gross receipts, whichever is greater.	\$3,200 per day or 10% of gross receipts, whichever is greater.	\$4,500 per day or 20% of gross receipts, whichever is greater.	\$4,500 per day or 20% of gross receipts, whichever is greater.
Non Profit-Weekday/ Non-Holiday**	Cost to Operate + \$15	Cost to Operate +\$25	Resident non-profit usage only.	Resident non-profit usage only.
Non Profit- Weekend/ Holiday**	Resident Rate w/ no charge for overflow parking	Resident rate w/ no charge for overflow parking	Resident non-profit usage only.	Resident non-profit usage only.
<b>Additional Fees: **</b>	<b>\$150 per hour for amphitheater productions- sound tech</b>	<b>Additional Porta Potty Rentals will be \$255 per unit</b>	<b>Staff Rate for 4hrs is \$255 additional-if applicable</b>	

