TOWN OF ALLENSTOWN  
Recreation Commission

Volunteers Park Facilities Use Policy:

I. PURPOSE:

Volunteers Park was created to provide recreational facilities for the citizens of Allenstown and recognized youth/adult organizations. The facility is located on River Rd. at the intersection of Wall St. The Town of Allenstown through the Allenstown Recreation Commission (here in referred to as the commission) has developed a partnership with the Pine Haven Boys Center. The land which the facility is located on is owned by the Pine Haven Boys Center. This partnership allows the town to lease the land for one dollar per year. The facility was constructed by volunteers, resources donated from many sources and subsidized by taxpayer dollars. It is the intent of the commission through the operation of such facilities to improve the quality of life of the citizens of the community by providing facilities for recreational and entertainment purposes.

II. INTENT:

The intent of this policy is to provide for maximum utilization of the facilities with minimal demand on taxpayer dollars. The Allenstown Recreation Commission’s goal is to work with youth and adult athletic organizations which would use the facility to meet this intent.

III. POLICY:

a. In addition to what is described below use of Volunteers Park is regulated by the Municipal Code of Ordinances, Chapter III, Parks & Recreation relative to the use of public parks & recreational facilities.

b. Organizations which desire to use the facilities must make a request through the Recreation Commission to allow for scheduling. The point of contact for the scheduling of facilities use is the Allenstown Police Department at 485-9500 (24/7).

c. A representative responsible for that organization must sign an acknowledgement of this policy and a waiver of liability prior to using the facilities.
d. It is the expectation of the commission that organizations using the facilities will participate in their maintenance to include but not limited to the following:

   i. Mowing of grass
   ii. Fertilizing the grass
   iii. Raking of leaves in the fall, spring clean-up

e. All structures placed on the park property shall become the property of the Town of Allenstown whether paid for by town funds or donated funds. Further, the use of such structures shall be regulated by the commission.

f. Responsibilities of organizations using the facilities shall be as follows:

   1. Organizations using the facilities must pay a portion of the cost of the porta-johns. This cost will be prorated based upon the amount of usage of the facilities.
   2. At the end of any event the organization scheduled to use the facilities must ensure that all trash is picked up and placed in the proper receptacles provided by the commission.
   3. Any and all damage to property or injury to persons in the park must be reported to the commission immediately, through the Allenstown Police Department at 485-9500 (24/7).

g. Organizations planning to sell or distribute food or other items must receive authorization in advance from the commission for the season. Distribution, sales and preparation of food must be done in accordance with applicable federal, state and municipal health laws/ordinances/regulations.

h. Persons volunteering to work in the park must comply with all federal, state and municipal safety laws/ordinances/regulations. Persons operating machinery must do so in accordance with the manufacturers recommendations to include wearing the appropriate clothing, safety goggles and protective equipment where applicable. It is the policy of the Town of Allenstown that all employees or volunteers operating town vehicles shall wear seatbelts where provided.

i. Any organization utilizing the facilities must provide proof of insurance in the amount of at least $300,000 for general liability. This certificate of insurance must be provided to the commission prior to utilization of the fields by any organization unless waived by the commission.
j. Any organization construct lighting for the field or irrigation systems must receive authorization in advance from the commission. All such structures shall become the property of the Town of Allenstown. The cost of lighting the fields would have to be paid for by the organizations using the facilities without adding operational costs to the town. The cost of water usage fees would be the responsibility of the town to be covered under the operational budget of the Recreation Department.

This policy was adopted by the Allenstown Recreation Commission on: **April 7, 2005**

_Recorder_  
Patricia M. Beaton  
Recreation Commissioner

_James A. Rodger_  
Recreation Commissioner

Recreation Commissioner

This policy was approved and added to the Town of Allenstown policy and procedures section of the Municipal Code of Ordinances on:

_Cynthia M. Giampa_  
Chairman, Board of Selectmen

_Thomas R. Aldrich_  
Board of Selectmen
TOWN OF ALLENSTOWN
Volunteers Park Use Agreement

Name: ____________________________  Today’s Date: ____________________________

E-mail: ____________________________

Address: ____________________________________________

Phone: ____________________________
   Daytime   Evening   Mobile

Facility Requested: ____________________________

Activities Planned: ____________________________________________

Dates and Times Requested: ____________________________________________

☐ Profit  ☐ Non-Profit  ☐ Not applicable

Name of Organization: ____________________________________________

Food:  Will your organization be cooking at this event?  Yes  No
       Will your organization be bringing in pre-packaged food to this event?  Yes  No

Indemnification:
In consideration for allowing the use of a Recreation Facility and in full recognition of the town’s fiduciary responsibility to protect owned property and assets, the user hereby covenants and agrees at all times to indemnify and hold harmless the town; its officials and employees, to the fullest extent permitted by law, from any and all claims, damages, losses and expenses, including, but not limited to, reasonable attorneys’ fees and legal costs, arising out of the use of a town recreation facility, by the user, employees, agents, representatives, contractors, customers, guests, and invitees.

Insurance:
As evidence of its financial ability to indemnify the town, during the term of this agreement, the permit holder shall obtain and pay premiums for Commercial General Liability insurance protecting the parties hereto, their agents, officers, elected officials, representatives, or employees of bodily injury, property damage, personal injury or products liability incurred by the parties in the performance of the terms of the agreement. The policy must provide limits of no less than $300,000 per occurrence.

Indemnification Agreement Signed:  ☐  ____________________________  User Signature  :