

**Daily Use Policy for Non-Tournament Play
Rentschler Forest, Line Hill, and Voice of America**



MetroParks of Butler County (“MetroParks”) is committed to providing a clean, well-maintained and safe playing environment at the most affordable cost for Organizers (“Licensee”), coaches & players. This policy will establish specific guidelines that will be used to evaluate the feasibility of and the issuance of licenses for athletic play on natural grass turf & synthetic turf fields (“Fields”).

General Information:

- The multi-use fields, which consists of four (4) natural turf fields at the Reigart Road area, four (4) natural turf fields at the Line Hill Mound area, five (5) natural turf fields and two (2) synthetic fields at Voice of America are reservable for practice. Rentals may not exceed six (6) consecutive hours per field, per day. Unscheduled and/or unauthorized use of the Fields is **NOT PERMITTED**.
- The turf growing season is extremely limited, therefore, the natural turf fields are open from April 15 -June 30 and August 15 -October 31, with the exception of the natural turf fields at Voice of America that are only reservable from April 15-June 30. Licensed field use for these fields is Sunday – Saturday 8:00am – dusk or no later than 9:00pm. Exceptions for play outside of the established timelines must be specifically approved by MetroParks.
- Synthetic turf fields are open year-round. Licensed field use for these fields is Sunday – Saturday 8:00am – 11:00pm. Exceptions for play outside of the established timelines must be specifically approved by MetroParks. Field lighting will be charged hourly for any field reservation past 6pm.
- A minimum of a two-hour block will be required for all reservations. Reservation blocks include all set-up, warm-up, and take-down.
- Field use rental is by full field units only. Each unit will include two goals set within the appropriate area of the goal box.
- Goals are not to be moved by Licensee. Exceptions must be specifically approved by MetroParks and may incur additional costs as determined by MetroParks.
- No more than two teams or the equivalent may use a field at one time within each reservation. A maximum of 23 players per team, 46 players per field. Subletting or additional players on the field during a rental period is prohibited.
- All lighting and field use rental is billed at an hourly rate and will not be prorated.

Field Use Request:

- MetroParks will review and approve request on a first-come, first-serve basis.
- MetroParks staff will review the request and notify the Licensee of approval or denial. MetroParks reserves the right to deny any Field Use Requests.
- Field Use Requests must be submitted online via the online portal.
- Throughout the approval process and through the completion of the activity the Licensee shall communicate any additions, changes, etc. in original plan to MetroParks immediately so necessary modifications and arrangements can be considered.
- MetroParks staff reserves the right to move scheduled play to fields other than those first assigned to protect field quality and accommodate the needs of all visitors/users.

Contract Completion:

- Field License Agreement will only be issued when the following are complete:
 - a. Conditional approval has been given by MetroParks
 - b. A signed copy of Daily Use Policy and Fees for Non-Tournament Play is submitted by Licensee
 - c. The required Certificate of Insurance has been received by MetroParks.
- The Licensee shall provide MetroParks prior to execution of the Field License Agreement a minimum of \$2,000,000 of comprehensive general liability insurance per occurrence or any combination of a comprehensive general liability and/or an umbrella policy totaling \$2,000,000 insurance per occurrence, naming the Licensee as the insured and MetroParks as an additional insured, to fully and adequately protect against claims arising from the use of the park premises. Additional Insured should be indicated as follows:

MetroParks of Butler County
2051 Timberman Road
Hamilton, Ohio 45013

- Only the Licensee whose name is on the Field License Agreement or other person duly authorized by the Licensee can submit changes to the reservation. Changes must be submitted online via the reservation portal and if agreeable to MetroParks, additional fees or refunds will be calculated .
- Licensee agrees to complete and cause each participant in the event or activity permitted by this agreement to sign a general Participant Waiver of Responsibility Form naming MetroParks of Butler County. Licensee agrees that providing a general Participant Waiver of Responsibility for MetroParks of Butler County will release all appointed officials, employees, and volunteers from all claims resulting from any injuries or other outcomes sustained while participating in the activity outlined in this agreement. Licensee also agrees that by completing and signing a general Participant Waiver of Responsibility Form that MetroParks of Butler County, its elected, and appointed officials, employees, and volunteers are released from all claims resulting from the termination, suspension, delay, or closure of the permitted area(s) for any reason. If a Licensee is unable to provide a general Participant Waiver of Responsibility Form or does not have one for use, then a standard MetroParks of Butler County Participant Waiver of Responsibility Form will be provided upon request.
- Licensees are prohibited from driving off-road vehicles and equipment within the park. Motor vehicle shall not be driven off designated park roadways.
- It is the responsibility of the Licensee that all person in attendance at any event or activity under their control shall always comply with MetroParks Rules and Regulations and Field License Agreement. See MetroParks website at www.YourMetroParks.net/rules for specific information at MetroParks Rules and Regulations.
- MetroPark reserves the right to close any area of the park for the reasons of public safety and/or to prevent damage to park property. In the case of inclement weather, MetroParks will use the following criteria for closing any practice field(s): Standing water, saturated fields, and any unsafe playing conditions, or otherwise directed to cease play by a MetroParks staff member due to public safety concerns. If inclement weather occurs during a rental period, teams must use their own best judgment to continue or cancel during that rental period. Any Licensee that uses fields that have been deemed closed by MetroParks will be fined a \$500 fee per field. Field(s) will be assessed for damages beyond normal wear & tear and will be subject to restitution if needed. Notice of practice field closures due to inclement weather will take place no later than 3:00p.m. on weekdays and 8:00a.m. on Saturdays, Sundays, and legal holidays. The Licensee will be notified of closings by MetroParks staff.
- Licensee acknowledges that he/she/they are aware the park facility may be rendered unusable or otherwise unavailable due to circumstances beyond anyone’s control, including but not limited to flooding, fire, natural disaster, other acts of God, criminal acts, or acts of war or terrorism. MetroParks shall not be liable for Licensee’s consequential damages, including but not limited to, other costs incurred in connection with Licensee’s event, lost profits, and lost business opportunities.

Cancellation of Field Use

- MetroParks reserves the right to cancel any event or activity and retain any deposits and fees paid if the licensee knowingly makes a false statement of material fact, has knowingly omitted to state a material fact in the licensee application packet, submits incomplete or inaccurate information, fails to submit information in a timely manner, or fails to comply with the Field License Agreement to meet the fulfillment of licensee’s requirements herein.
- MetroParks also reserves the right to recover damages/losses from those who have intentionally mislead or failed to inform MetroParks in a timely manner of changes in schedules, activities or in expected number of attendees which leads to damages or loss on the part of MetroParks and/or other park users.
- Fees are not refunded for reserved time(s) not used outside of the circumstances and policies herein. Cancellation of a reservation is subject to the following conditions and fees:
 - a. Cancellation of Licensed use must be in written form by a person who is duly authorized by the Licensee.
 - b. Cancellation to MetroParks made less than 48 hours of the scheduled field use will not receive a refund.
 - c. Upon request and approval, funds eligible for return under this policy may be credited toward a future activity, event, or fee.

Legal Compliance

- Licensee agrees to follow and adhere to all local, state, and federal laws applicable to the licensed use of the MetroParks facilities and the activities emanating there from including but not limited to health, worker’s compensation, discrimination, licensing laws, MetroParks Rules and Regulations, and MetroParks Daily Use Fees and Policy for Non-Tournament Play.