



## FACILITIES USE PERMIT FOR ATHLETIC FIELDS

City of Middleton Public Lands, Recreation, & Forestry

7426 Hubbard Ave. Middleton WI, 53562 • 608-821-8360 • www.ci.middleton.wi.us

**Date:** \_\_\_\_\_ **Group Name on Permit:** \_\_\_\_\_

**Reason for Request:** \_\_\_\_\_

**Facilities Requested: (Please Circle One)** *New form required for each location request*

- Softball:** Orchid Heights (1), Firefighter's Park (3), Parisi Park (1), Middleton Hills North (1)
- Baseball:** Adler Field (1), Firefighter's Park (1)
- Small Soccer:** Orchid Heights (4)
- Large Soccer:** High Road Field (1), Penni Klein (4)
- Tennis Courts:** Lakeview Park (4), Middleton High School (8) (June-August only), Stonefield Park (2), Stricker Park (2), Orchid Heights (2)
- Pickleball Courts:** Taylor Park (8)
- Green Space:** Lakeview Park

**Cost (Must be in full hour increments, on the hour):**

- Softball:** \$40 R/\$60 NR: \_\_\_\_\_ hours X \_\_\_\_\_ fields X \$ \_\_\_\_\_ = \$ \_\_\_\_\_ TOTAL
- Baseball:** \$40 R/\$60 NR: \_\_\_\_\_ hours X \_\_\_\_\_ fields X \$ \_\_\_\_\_ = \$ \_\_\_\_\_ TOTAL
- Small Soccer:** \$10 R/\$15 NR: \_\_\_\_\_ hours X \_\_\_\_\_ fields X \$ \_\_\_\_\_ = \$ \_\_\_\_\_ TOTAL
- Tennis Courts:** \$5.00 R/\$7.50 NR: \_\_\_\_\_ hours X \_\_\_\_\_ courts X \$ \_\_\_\_\_ = \$ \_\_\_\_\_ TOTAL
- Pickle Ball:** \$5.00 R/\$7.50 NR: \_\_\_\_\_ hours X \_\_\_\_\_ courts X \$ \_\_\_\_\_ = \$ \_\_\_\_\_ TOTAL
- Large Soccer:** \$15 R/\$22.50 NR: \_\_\_\_\_ hours X \$ \_\_\_\_\_ = \$ \_\_\_\_\_ TOTAL
- Green Space:** \$10 R/\$15 NR: \_\_\_\_\_ hours X \$ \_\_\_\_\_ = \$ \_\_\_\_\_ TOTAL

**Please note the Following Regulations:**

1. Groups are entitled to use of the facilities only during the time specified. Times are to be strictly observed.
2. Groups may use only those facilities that are specifically listed in this permit.
3. Facilities shall be left in a neat and orderly condition.

Reservation Date	Start Time	End Time

**In accepting this permit I agree to observe all ordinances & policies of the City of Middleton. I accept all regulations listed in this permit, and I further accept responsibility for any damage caused to said buildings, property, or equipment by mischief or negligence while this permit is in effect. The city shall not be held liable for any accidents or injuries occurring during use of facilities.**

Name Printed: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Staff Use Only:

**Reservation Total:** \$ \_\_\_\_\_

## **INDEMNIFICATION**

(Name) \_\_\_\_\_ hereby agrees to indemnify, defend and hold harmless the City of Middleton, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of (Name) \_\_\_\_\_ or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Middleton, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Middleton, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Middleton, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

(Name) \_\_\_\_\_ shall reimburse the City of Middleton, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that (Name) \_\_\_\_\_ employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be (Name) \_\_\_\_\_'s responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Middleton, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

### **Facility Rules & Regulations:**

1. City of Middleton recreation programs and activities will have first priority to all field usage and rentals. The City of Middleton reserves the right to limit the amount of space being used at specific times to accommodate open play by residents.
2. All tennis court and pickle ball reservations must leave 50% of the courts available to the public. The Director of Public Lands, Recreation & Forestry or his/her designee can grant special request exemptions. Any reservation found to violate this rule will result in the inability to reserve courts in the future.
3. All applicants will be held responsible for monitoring the facility, during and after use to assure area is kept litter free. Applicants will also be responsible for the behavior of the participants of the athletic contest. The City of Middleton will not be responsible for any accidents, injuries, or loss of or damage to individual property.
4. The following facilities will have access to public restrooms: Lakeview Park, Orchid Heights, Parisi Park and Taylor Park. The following parks have no restroom facilities for public use: Adler Field, Middleton Hills North, High Road Soccer Field, Penni Klein Park, and Middleton High School Tennis Courts. A key will be required to open the Firefighter's Park restroom facilities, but not the concession area (this facility is not available for

public rentals); you must pick up a key from the Recreation office (7426 Hubbard Ave. Middleton, WI 53528) prior to the event and need to be returned after the event.

5. Hitting or kicking any balls into fences is prohibited. Any damages or excessive cleanup necessary will be billed back to the applicant for the time, and materials.
6. Applicant or organizations shall inspect all areas of facility prior to each day's play to determine the acceptability of playing condition for that day. If there is inclement weather, contact the City of Middleton Public Lands, Recreation, & Forestry Department at 821-8360 for updates for playability for the day. If there are any problems with the facilities, applicant should report these to the Public Lands, Recreation, & Forestry Department at 821-8360.
7. No vehicles of any type will be allowed on any parkland for any reason. All vehicles must be parked in parking lots or on the street and all equipment must be carried or "carted" in from the parking lots.
8. No alcohol is permitted at all facilities listed in the application.
9. The Public Lands, Recreation, & Forestry division reserves the right to modify these policies and procedures and to develop and enforce such additional rules and regulations as may be requested for the protection of the parks and park facilities.

#### **Facility Reservations & Fees:**

1. For best results all groups, organizations and or individuals should submit their request for field usage up to a year in advance. The Public Lands, Recreation, & Forestry Division reserve the right to schedule field usage at their discretion.
2. If an event/reservation is canceled due to inclement weather or unplayable field/diamond, a full refund will be given.
3. If 2 weeks or more notice is given in writing, a refund will be given minus a \$5 processing fee.
4. Full payment for all sports facility reservation(s) will be required at the time agreement is approved.
5. Resident Fees (R): City of Middleton resident group interested in renting a facility.
6. Non-Resident Fees (NR): Non-Middleton resident groups that wish to rent a facility.