

Adopted	October 3, 2017
Revised	none
Authorized by	Smithfield Town Council

Purpose:

To establish policies, procedures, and fees for use of the Joe Luter Jr Sports Complex (LSC).

Background:

The Smithfield Town Council recognized the need to manage park facilities to optimize their use by the citizens. In addition, the Council acknowledged that efficient and fair use of these resources requires coordination between scheduling and maintenance operations, and the administration of effective policies and procedures.

1. Reservation Policies and Procedures:

a. Priority of Use

The priority of use levels listed below shall determine scheduling and usage for the Sports Complex. These priority categories will be used for scheduling use of facilities. All scheduling will be done through the Town Parks and Recreation Department.

Level 1	
A.	Smithfield Recreation Association
Level 2	
A.	Isle of Wight County Parks and Recreation
B.	Isle of Wight County Schools
C.	Windsor Athletics Association
D.	Town of Windsor
E.	Isle of Wight Based Recreation Associations
Level 3	
A.	Youth Sports Organizations (outside of Isle of Wight County)
B.	Adult Sports Leagues
C.	Other non-profit organization events or activities
D.	Other for-profit organization events or activities

b. Facility Use Application (Level 2 and 3 Use)

A Facility Use Application must be submitted in order for a request to receive consideration for approval. Individuals completing this form must be at least 18 years of age. The form must be filled out completely, including the requested date and time for the proposed use, the name of the organization, type of event, facility requested, and the organization’s contact information. Failure to fill out the form completely will delay the town’s response to the request. Submission of a completed request form does not guarantee approval of the request.

Requests made by Level 3 organizations will not be approved prior to the finalization of the Level 1 and 2 User schedules.

c. Insurance Requirements (Level 2 and 3 Use)

(1) Certificate of Insurance

A certificate of insurance is required for all user organizations and shall be submitted to the TOS Parks after the Sports Complex Use Permit Request has been approved. It shall contain the following terms and coverages:

- Public liability and property damage insurance in an amount not less than \$1,000,000 per occurrence.
- The Town of Smithfield must be named as the certificate holder as follows:

Town of Smithfield, P O Box 246, Smithfield, VA 23430

- The Town of Smithfield must be named as additional insured as follows:

“The Town of Smithfield, Virginia its Officers, Agents, and Employees are listed as Additional Insured with primary status, without participation by the Town’s insurers”

- The coverage shall not be canceled or reduced without at least thirty (30) days written notice to the Town.

(2) Waiver of Liability

Organizations shall require all participants to sign waivers that release and absolve the Town of Smithfield, Virginia, its officers, agents, and employees of all liability and responsibility in the event of accident or injury. The signed waivers shall be kept on file by the organization for two years after the conclusion of the season.

d. Fees and Charges (Level 3 Use)

The fees and charges established are based on the proposals and revenue projections approved by the Smithfield Town Council as part of the annual budget process. (Fee Structure)

(1) Deposits and Fees (Level 3 Use)

The non-refundable reservation fee will be 50% of the total field rental and must be submitted with the Facility Use Permit Application in order for the request to be processed and considered. This fee will be applied towards the total cost of the field rental fees.

The remaining fee balance shall be payable no less than thirty (30) days prior to the first day of scheduled use. The organization shall be responsible for payment for any additional services or charges that become due during the course of their use of the facilities. Any such fees/charges that were not included in the initial permit approval will be invoiced at the conclusion of the activity and shall be paid within ten (10) business days.

(2) Refunds (Level 2 and 3 Use)

Refunds must be requested in writing to the TOS Parks and will be limited to 50% of the total cost for the facility use. No refund will be issued for events that can be rescheduled or for an event that is cancelled less than ten (10) business days before the date of the event.

2. Operating Schedule:

In order to maintain security of facilities, the park will be open only during scheduled use of facilities. TOS Parks reserves the right to close the park during periods of inclement weather. (See Item 3 J. for Field Closures, Rest and Renovation.)

3. Facility Operations:

a. Merchandise and Food Sales (Level 2 and 3 Use)

Organizations may apply to sell merchandise relating to their approved activity in accordance with the procedures and permitting requirements for Vending Operations.

b. Accident/Incident Reporting

All accidents/incidents regardless if Emergency Services (medical, police or fire) were called shall be reported to the park attendant so an incident report may be completed. Each user group will have a contact phone number for Town Staff for reporting such incidents.

c. Metal Cleats

Use of shoes with metal cleats shall be confined to the field of play only.

d. Soft Toss of Baseballs/Softballs

The practice of soft toss of baseballs and softballs into ballfield fencing is prohibited.

e. Property Damage

The user organization shall be responsible for any and all damage to the town's premises, equipment, and property caused by its guests/attendees. If, after an activity is concluded, additional maintenance is required (in excess of normal services/time), the organization will be charged accordingly. The Town of Smithfield is not responsible for accidents, injuries or loss of or damage to individual property.

f. Inclement Weather

The TOS Parks reserves the right to delay or cancel an event at any time due to inclement weather or any other condition deemed detrimental to the facility or the public. In case of inclement weather, the permit holder may contact the LSC Coordinator for an update on the conditions. Examples of conditions that may require the delay or cancellation of any scheduled activity include, but are not limited to:

- (1) Standing water or puddles on the field
- (2) Footing is unsure and slippery
- (3) Ground is waterlogged and squishy
- (4) Grass can be dislodged from the ground easily
- (5) Frost; snow; sleet; freezing rain
- (6) Lightning
- (7) Severe weather storms
- (8) Unsafe facility conditions
- (9) Use of the facilities would cause damage

Decisions made by the TOS Parks on the playability of the fields are final.

g. Lightning

In the event of lightning, the TOS Parks requires that all patrons retreat to their vehicles or move inside of a nearby building. Congregating in the dugouts is prohibited when lightning is present.

h. Trash Removal

Each user is responsible for ensuring that all trash is removed from all fields, player benches, bleachers, dugouts, and picnic tables and depositing it in the appropriate receptacles. Plastic bottles and all waste materials must be placed in trash containers and/or recycling receptacles.

i. Tents and Canopies

Use of tents and canopies must be approved by the TOS Parks.

j. Field Closures, Rest and Renovation

An annual turf management program that provides rest and renovation periods for the athletic fields will be in operation as part of the overall maintenance program. This program may require the closure of fields, denial of use of a field, and/or alternate sites for athletic use. A general outline of the turf maintenance program is as follows:

Multipurpose Field:

Renovation period from June through July

Rest period during dormancy of turf from December through February

Baseball Fields:

Renovation period from December through January

Rest period will be based on the condition of the field

k. Field Preparation/Maintenance

Fields will be maintained in a manner that is conducive to the safety of patrons. Any field maintenance that is required beyond the routine services provided by the TOS Parks for any game, tournament, or special event will be considered upon request and may require payment of additional fees.

Digging, trenching, adding/removal of soil, use of field grooming machines or other motorized equipment on the fields, or other similar actions are not permitted.

Use of simple hand tools to rake and tamp infield surfaces in order to improve playing conditions is permitted.

l. Field Lining (Level 2 and 3 Use)

The TOS Parks will provide field marking of foul lines, batter's boxes and pitching circles on the baseball fields and multipurpose field lining. Any other field marking shall be approved by the TOS Parks.

n. Field Modifications

Modifications to base and goal locations and the use of portable fencing, mounds and goals must be approved by the TOS Parks. Organizations are required to provide any of the above-mentioned portable equipment for their use and it shall be subject to a safety inspection by the TOS Parks.

4. Facility Regulations:

In general, all rules and regulations established in the Public Areas Ordinance shall apply to this facility. In addition, the supplementary regulations listed below shall apply.

a. Motorized Vehicles

Motorized vehicles shall not be driven on any area except the paved roadways or parking areas. This restriction shall not apply to officials, agents or employees of any governmental agency while properly engaged in the scope of their employment or to authorized persons delivering supplies or performing maintenance or repairs.

b. Skates, Scooters, Skateboards, and Bicycles

Roller skates and roller blades are prohibited on the sidewalks and the concourse areas adjacent to the concession stands. Skateboards and motorized scooters are prohibited throughout the park, however, this restriction shall not apply to those with disabilities requiring use of motorized scooters.

c. Golfing, model airplanes, kite flying, rockets and other airborne equipment

Golfing and the use of model airplanes (radio or wire controlled), kites, rockets and other airborne equipment are prohibited.

d. Bicycles

Bicycles are prohibited on the sidewalks, and the concourse areas adjacent to the concession stands. When not in use, all bicycles shall be parked in a bicycle rack.

e. Dogs and Other Domesticated Animals

Dogs and other domesticated animals are prohibited. This does not apply to service animals.

f. Glass Containers

Glass containers are prohibited.

g. Alcohol, Smoking and Tobacco Products

Alcohol, smoking and the use of tobacco products are prohibited.

h. Noise

Use of amplified sound equipment shall be approved by the TOS Parks.

i. Advertising and Signs

No person shall announce, advertise, or call the public attention to any article or service for sale without approval of the TOS Parks. No person shall paste, glue, tack or otherwise post any sign, placard or inscription without the approval of the TOS Parks.

j. Vending and Peddling

No vending or peddling activities shall occur without approval by the TOS Parks.

k. Fires and Grills

The kindling of any fire is prohibited. Portable barbecues, hibachis, gas grills, etc. shall be prohibited except when used by licensed concessionaires authorized by the TOS Parks to provide such service.

5. Additional Rules

Additional rules and regulations may be issued by the TOS Parks Director as deemed necessary.