

## Athletic Field Use Schedule and Fees

Please note, seasonal usage may be delayed or extended due to weather conditions. DCR shall have sole responsibility to determine when fields can accommodate use.

**One Time Use:** \$40.00 per hour per field

**Seasonal Rentals:** \$200.00 for first 2-3 hr. block, then \$40.00/hr. per field, per day of the season. A season is approximately ten weeks in length and varies due to weather and other factors. A season-day equals one daily rental (2-3 hr. period as described above) per week for the activity season. Example: Rental of one field for a two- or three-hour period one day per week for the spring season would cost \$200.00.

All applications will be considered according to agency priorities for field use and the field availability. DCR will make every effort to accommodate all applications however, due to space, time, maintenance, and some use limitations, not all requests may be granted. DCR may contact applicants/users to explore alternative scheduling that will allow DCR to equitably accommodate as many requests as possible.

**All fees shall be made payable to:** Commonwealth of Massachusetts.

### Proposed Uses

DCR has established priorities for field use explained in its User Guide for Athletic Fields and Facilities which can be found at <https://www.mass.gov/how-to/athletic-field-scheduling>.

### Safety and Participation Policies

Does your organization have written policies or other documents that:

Promote participant safety?	Yes	No
Promote affordable access to participation?	Yes	No
Promote equitable playing time for participants?	Yes	No

Does your organization have general/public liability insurance? Yes \_\_\_\_\_ No \_\_\_\_\_

Your organization will be required to carry general/public liability insurance and provide proof of such (a certificate of insurance) to DCR. Please see attached Indemnification and Insurance requirements.

Please review DCR Park Regulations: <https://www.mass.gov/regulations/302-cmr-12-parks-and-recreation>.

**ALCOHOL IS PROHIBITED AT DCR PARKS AND FIELDS. FOOD SALES OR FREE DISTRIBUTION WILL REQUIRE A SEPARATE AND DIFFERENT DCR PERMIT.**

### Service to the Community

**Communities served:** Please identify the primary cities, towns or neighborhoods in which activity participants reside: \_\_

How long has your organization been providing such services to the community? **(Chose one)**  
0 -1 years \_\_\_\_\_ 2- 5 years \_\_\_\_\_ 6-10 years \_\_\_\_\_ 11+ years \_\_\_\_\_

## **Indemnification and Insurance**

Your organization will be required to indemnify DCR and carry general/public liability and damage insurance for the time fields or other facilities are used by your group.

Indemnification, required pursuant to 302 CMR 12.00 (h)

- a. Permittee hereby agrees to indemnify, defend and hold the Commonwealth, the DCR, its employees and agents harmless against all claims relating to or arising out of the use of DCR property and from any claims for personal injury or death or damage to personal property, of whatever kind or nature, arising from the permittee's activities in the permitted area, including, but not limited to, claims arising from the recklessness, negligence or carelessness of the permittee, its contractors, agents, representatives, employees, permittees, licensees, guests and invitees, as authorized therein and claims arising from the permittee's failure to provide adequate security in the permitted area. The DCR may also require the permittee to obtain liability insurance with limits of coverage sufficient to support the permittee's obligation to indemnify and hold the Commonwealth and DCR harmless.
- b. The permittee hereby agrees not to make any claims against the Commonwealth or the DCR for any injury, loss or damage to persons, including, but not limited to, bodily injury or death, or damage to property arising out of or in connection with the actions or omissions of the permittee, its contractors, agents, representatives, employees, permittee, licensees, guests and invitees, as authorized therein.
- c. The permittee hereby assumes all risk in connection with any and all activities engaged in within the permitted area and shall be solely responsible and answerable in damages, and any other equitable remedies, for all accidents or injuries to all persons or property caused by the permittee's activities.
- d. The Permittee shall waive any and all claims for compensation for any and all loss or damage sustained by reason of any interference by any public agency or official in the operation of this Permit.
- e. Paid Participation Limitation of Liability. Permittee acknowledges that the event or use permitted hereunder may include participation by members of the public who will pay Permittee a fee to participate, and that the Permittee will pay DCR the agreed upon permit fee for this event or use. Subject to all applicable local, state and federal laws, including the Massachusetts recreational use statute (MGL ch.21, § 17C), and any limitation of statutory protection for DCR and the Commonwealth due to the payment of fees by Permittee and/or by event participants, Permittee hereby indemnifies and holds harmless DCR and the Commonwealth against any and all claims that may arise from the event or use that could otherwise be subject to statutory limitation of liability under MGL ch.21, § 17C, or otherwise.
- f. These indemnification provisions are independent of and shall not in any way be limited by the insurance requirements of this Permit. DCR approval of the insurance contracts required by this Permit does not in any way relieve Permittee from liability under this section. The obligations of the Permittee under this section shall survive the expiration or termination of this Permit.

## Insurance Provisions

a. The Permittee shall carry insurance at minimum in the types and amounts as described in this section of the Permit at its own expense:

- i. Commercial General /Public Liability or Business Owners Insurance. The Permittee shall carry appropriate liability insurance against claims based upon the Permittees use and activities in the minimum amount of One Million (\$1,000,000.00) Dollars per occurrence and a minimum of Two Million Dollars (\$2,000,000.00) Dollars in the aggregate, or such higher amounts of liability insurance coverage that are prudent given the risk of the proposed use or that the DCR shall reasonably require from time to time. This insurance must be primary and non-contributory.
- ii. Insurance for Commonwealth Property. The Permittee shall furnish proof of property damage insurance for Commonwealth and DCR property in the minimum amount of Two Hundred Fifty Thousand (\$250,000.00) Dollars for outdoor locations and uses and Five Hundred Thousand (\$500,000.00) dollars for facility or indoor locations and uses or such higher amounts of insurance coverage the DCR shall reasonably require from time to time.
- iii. Additional insurance as applicable. Permittee should consult with insurance and legal professionals to ensure they have any other insurance, additional endorsements, or gap coverages in place that would be prudent to carry for the type of insured, proposed use, and location, including coverage for its own equipment replacement or damage, member or participant injury claims, worker's compensation, motor vehicle, business risk/loss, molestation, harassment, officers and directors, vandalism, etc.
- iv. DCR reserves the right to reject insurance coverage provided and require additional coverage amounts or types of coverage.

b. The Commonwealth of Massachusetts, Department of Conservation and Recreation shall be explicitly named as an "additional insured" for all liability insurance policies. For seasonal use permittees a notice endorsement should be obtained by the Permittee that directs insurers to notify DCR of any cancellations during the permit term of use.

c. The Permittee shall furnish Certificates of Insurance and proof of any required endorsements issued by an insurer or insurers qualified to do business in the Commonwealth (i.e., listed with the Mass. Division of Insurance) prior to use of the Field to:

Department of Conservation and Recreation  
Athletic Permits Unit  
Re: [\_\_\_\_\_Field]  
Email: [DCR.athleticpermit@mass.gov](mailto:DCR.athleticpermit@mass.gov)

d. Failure to furnish proof of insurance and maintain the related policies of insurance for the entire term of use shall be deemed a material breach of the Permittee's license and may result in immediate termination of the Permit and scheduled use.

e. State Agencies and Municipalities should call the Athletics Fields Permitting Office at 617-626-4993.