

## **Community Guide for Reserving and Using Department of Conservation and Recreation Athletic Fields or Recreational Facilities**

### **The Department of Conservation and Recreation**

The Department of Conservation and Recreation (DCR) manages one of the largest and most diverse state parks systems in the nation and protects and enhances natural and cultural resources and outdoor recreational opportunities throughout Massachusetts. The DCR system includes over 480,000 acres of parks, forests, water supply protection lands, beaches, lakes, ponds, playgrounds, swimming pools, skating rinks, golf courses, trails and parkways.

DCR invites you to enjoy all state parks, forests, reservations and recreation facilities throughout the Commonwealth of Massachusetts. Across the Commonwealth, DCR manages and maintains a wide range of facilities which protect natural resources, encourage healthy, active lifestyles and enhance the quality of life for state residents and visitors.

### **Athletic Fields, Courts and Active Recreation Facilities**

The majority of DCR's athletic fields, courts and other active recreation facilities are located in the greater Boston area. These include tennis and basketball courts, as well as multi-purpose athletic fields for football, soccer, field hockey, lacrosse, softball and baseball. The following information is provided to assist organizations and residents with reserving these for organized sport or other activities.

#### **Basketball and Tennis Courts**

DCR's basketball courts are largely available for public use free of charge and on a first-come first-served basis. During the summer, courts in select parks host organized programming through partnerships with DCR. DCR tennis courts host permitted, scheduled programs, but when available can be used by the public free of charge and on a first-come first-served basis. When using these facilities we ask that you:

- Limit your use to one hour when others are waiting to use the court
- Report any damage to courts, nets, backboards or fences to Athletic Fields Permitting Office at 617-626-1250

DCR reserves the right to require a permit and other information consistent with your proposed use of basketball and tennis courts.

### **Athletic Field or Recreational Facility Reservations**

The first step in reserving an athletic field, court and other facilities is completion of the **ATHLETIC FIELD SCHEDULING REQUEST FORM** available at [www.mass.gov/how-to/athletic-field-scheduling](http://www.mass.gov/how-to/athletic-field-scheduling). Submit completed applications to:

### **ATHLETIC PERMITS**

All applicants must be at least 18 years of age and the applicant or authorized representative must be present throughout the entire use of the rental. Priority will be given to residents of the Commonwealth of Massachusetts when reserving any DCR field.

All applications and field permits are public records. Some information such as the names of applicant and permitted users (but no personally identifiable information) may be available to persons making a public records request including other permittees, the media, and other interested parties.

### **Melnea Cass**

*Our Melnea Cass facility is our only year round indoor facility, the arena can used for soccer tennis, handball, spike ball, and many other activities. Because Melnea Cass is our only indoor facility, DCR reserve the right to cancel any permit for a DCR Event.*

Seasonal field reservations will be accepted twice a year:

- For upcoming Winter/Spring seasons (January- June ) applications will be accepted between December 1<sup>st</sup> of the prior year and March 1<sup>st</sup> of the current year;
- For the Summer/Fall season (July - December), applications will be accepted between March 1<sup>st</sup> and June 1<sup>st</sup> of the same year

Applications are not automatically renewed. Time slots are not guaranteed from one year to the next and applications for groups must be submitted annually.

Applications received after the ending date above will be accommodated on a first-come first-served basis for remaining space in the facility.

**SEASONAL RENTALS:** \$200.00 for first 2-3 hr. block, then \$40.00/hr. per field, per day of the season. A season-day equals one daily rental (2-3 hr. periods 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.

Fees are regulated by the state and can be found on page 24 of 801 CMR 4.02, sec. 302(6)(g), <https://www.mass.gov/files/documents/2018/03/14/801cmr4.pdf>.

### **Discounts and Waivers**

Youth leagues that provide free programming may apply for fee waivers. All requests must be submitted in writing, with proof the permittee's 501(c) 3 tax exempt status, if applicable, to:

External Affairs  
Department of Conservation and Recreation  
10 Park Plaza Boston, MA 02116

### ***Single Use***

Single daily-use reservations may also be requested during the dates above. Please note: some one-time uses may require a Special Use (Special Event) Permit. In these cases, the applicant will be informed as soon as that is determined, and the applicant will be provided with the appropriate application.

Applications should be made a minimum of forty-five (45) business days prior to the desired date of use. Applications submitted after this time may not be able to meet all the requirements for the reservation.

### **When to Apply**

#### ***Seasonal Use***

Seasonal field reservations will be accepted twice a year:

- For upcoming Spring/Summer seasons (April – August) applications will be accepted between December 1<sup>st</sup> of the prior year and March 1<sup>st</sup> of the current year;
- For the Fall season (late August – November), applications will be accepted between March 1<sup>st</sup> and June 1<sup>st</sup> of the same year

Applications are not automatically renewed. Time slots and park sites are not guaranteed from one year to the next and applications for groups must be submitted annually.

Applications received after the ending date above will be accommodated on a first-come first-served basis for remaining space in field schedules.

### **Processing Reservation Applications**

All applications will be considered according to agency priorities for field use ([see DCR Priorities for Field Use on page 5](#)) and the field schedule. DCR will make every effort to accommodate applications; however, space and time limitations may not allow the agency to grant all requests.

DCR may contact applicants during the scheduling period to explore alternative scheduling that will allow us to maximize field utilization and equitably accommodate as many requests as possible.

### **Field approval notifications will include a request for payment of the appropriate fee.**

Actual Field Use Permits will not be issued until DCR has received required payment and insurance certificates. The applicant should return full payment and proof of insurance within twenty (20) business days after the date on the field approval notification. Field reservations will be cancelled and reallocated to other users if payment and proof of insurance are not provided within twenty (20) business days of the notice of field assignment. Indemnification and Insurance Requirements are included with the application form and at the end of this document.

Reservation, assignment and approval are not confirmed until the applicant receives the stamped Field Use Permit. Applicants should not distribute publicity or invitations regarding field activities prior to issuance of the Field Use Permit.

**ONE TIME USE:** \$40.00 for first 2-3 hr. block, then \$40.00/hr. thereafter.

**SEASONAL RENTALS:** \$200.00 for first 2-3 hr. block, then \$40.00/hr. per field, per day of the season. A season-day equals one daily rental (2-3 hr. periods 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.

Fees are regulated by the state and can be found on page 24 of 801 CMR 4.02, sec. 302(6)(g), <https://www.mass.gov/files/documents/2018/03/14/801cmr4.pdf>

### **DCR Priorities for Field Use**

With increasing demands for the use of public athletic fields and other facilities, DCR may not be able to accommodate every applicant, and will consider the following in allocating field use:

- Compatibility of Use
- Community affiliation
- User group needs and opportunities
- Partners for healthy communities
- Years of service to the community
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### **Compatibility of Use**

Department of Conservation and Recreation  
10 Park Plaza Boston, MA 02116

Phone: 617-626-1250

- No events or activities shall be scheduled which are likely to damage fields, irrigation systems or require additional or other agency resources.
- No events may be scheduled before 9:00 am or past dusk, with the exception of fields equipped with installed lighting that may be scheduled no later than 11:00 pm and where there is neighborhood disturbance is not a concern.

### **Community Affiliation**

DCR fields and facilities provide critical community access to active recreation activities. Priority will be given to free or affordable youth programming provided by not-for-profit organizations in abutting communities.

### **User Group Needs and Opportunities**

Various groups require access to fields at certain times—schools during school hours, youth during the daytime, etc. DCR shall generally schedule fields accordingly:

- School organizations shall have priority use during school hours
- Community youth sports organizations shall have priority between the hours of 3:00 pm and 7:00 pm weekdays, between 8:00 am and 1:00 pm on Saturdays, and 1:00 pm and 3:00 pm on Sunday
- Adult organized and informal sports activities shall have priority after 7:00 pm with extended, during the week.

### **Partners for Healthy Communities**

DCR properties provide vital opportunities to promote active lifestyles that are essential to healthy communities. Organizations that encourage active and accessible recreation for youth, adults and seniors also play a vital role in community health. DCR will place higher priority on allocating field space to organizations that demonstrate their commitment to:

- Initiating standards for youth sports such as those established by the National Alliance for Youth Sports (NAYS) [www.nays.org](http://www.nays.org)
- Encourage participation throughout the program community, regardless of group affiliation or athletic ability
  - By advertising in community publications and other media
  - By limiting fees to maintain affordability and/or providing scholarship opportunities for disadvantaged community members
  - Providing equal opportunities for all participants to play in both practice and games

### **Years of Service to the Community**

Many organizations have been providing healthy recreation opportunities to regional residents for years and even decades. A long-term commitment and experience in delivering quality programs are assets to various communities and to DCR. Therefore, DCR will consider years of service in its determination of field allocation.

### **Cancellations and Refunds**

### **Cancellation by the Applicant**

DCR's cancellation policy has been developed to discourage last minute cancellations. Our goal is to offer low-cost sports field use for organized groups and individuals. If a cancellation is received on short notice, the agency's ability to make the field available to other users is severely limited. The cancellation/refund policy is therefore structured to offer the greatest refund in instances where DCR has the highest probability of re-renting the field.

- Cancellation of single day field rentals must be made a minimum of seven (7) days in advance to receive a refund of daily reservation fees
- Cancellation of seasonal field reservations must be made according to the following schedule to receive a refund of seasonal field reservation fees
  - Winter/Spring seasonal cancellation must be made before March 15<sup>th</sup>
  - Summer/Fall seasonal cancellations must be made before August 1<sup>st</sup>

It is the applicant's responsibility to provide notification of cancellations in writing to the Athletic Fields Permitting Office. DCR staff will not be held responsible for cancellations made by telephone. Cancellations will only be accepted from the applicant (the person who signed the reservation application), not from anyone else acting on their behalf. This policy is designed to prevent the unauthorized cancellation of an event.

### ***Cancellation by DCR***

DCR reserves the right to cancel any use of facilities and/or equipment in emergency situations or when deemed necessary for public safety or facility protection. In such cases, DCR will provide a full refund of all payments or provide an opportunity for future field use.

Every effort will be made to notify the permittee of a necessary cancellation at the earliest possible date.

### **Insurance Requirements**

DCR requires the applicant to obtain liability and damage insurance. Please see attached **Indemnification and Insurance** requirements. The certificate of insurance must be on file with the DCR Athletic Fields Permitting staff **PRIOR** to the use of the facility.

### **Damage**

The applicant will be responsible for any and all damage to DCR property or equipment. If after an activity, additional janitorial maintenance is required (in excess of normal cleaning services/time), the applicant will be charged accordingly. The applicant will be held responsible for all actions, behavior, and damage caused by his/her participants, guests or attendees. The individual or organization granted use is responsible for reimbursing DCR for any loss or damage to property caused by such use. DCR shall not be responsible for accident, injury, or loss of permittee or visitor property.

DCR has the right to revoke any permit(s) issued as a result of damage to the field caused by users.

## **Cleanliness**

All users share in the responsibility to help keep the facilities and fields clean and safe by requiring that players, fans and coaches place all trash in barrels or remove it from the site. If you find that the field/facility is consistently littered by another group, please report your concerns to Athletic Fields Permitting Office at 617-626-4993. Repeated complaints regarding a particular group may result in permit cancellation and/or denial of all future permit applications.

## **General Rules and Regulations**

DCR retains the right to set conditions and requirements suitable to safe, reasonable, and orderly use of the DCR facilities. Any person(s) violating the established Rules and Regulations or constituting a public nuisance may be required to leave the facility. The misuse of the facility, failure to conform to DCR regulations, or any other Federal or State law, rule, or regulation, shall be sufficient reason for immediate termination of permit. DCR staff shall have the right to enter all fields at any time during any and all use for observation of activities. Regulations can be found at: <https://www.mass.gov/regulations/302-CMR-12-parks-and-recreation>.

No refund will be granted for permits cancelled due to violations of the permit, DCR Regulations, or applicable local, state or federal laws.

DCR will regulate or prohibit such activity or use, which is determined to be of a hazardous nature or is potentially dangerous or damaging to property or is not in the best interests of the residents of the Commonwealth.

Permittees are only to use those fields and times and uses specifically designated in the Field Use Permit as issue. There may be another group following yours, so it is essential that your group vacate the field by the scheduled ending time.

Alcoholic beverages are not allowed on DCR properties. Alcohol use during a permitted event will result in revocation of the field permit.

Gambling on DCR property is prohibited. Gambling shall be defined as any game of skill, chance, or raffle, played with cards or any other device for money or any other representative item of value.

Amplified sound is not permitted in any park without special written approval by the DCR.

All food vendors must be separately permitted to operate on DCR fields and parks. Distributing or selling food or other items must be specifically and separately permitted by DCR.

All events charging an admission fee will require a Special Use (Special Event) Permit from DCR.

Field use permits/reservations cannot be transferred, assigned, or sublet.

Field users are not allowed to apply any chemicals on the field or turf except field lining products. You may be required to show DCR staff any proposed lining products (including MSD info) and any other proposed equipment that will be used on the fields.

All signs and advertising are prohibited without prior written permission from DCR. Signs or decorations may not be tied, stapled, etc. to plants or structures.



Egg toss or water balloon games are not permitted.

No vehicles are to be driven or parked on the fields or other DCR property, except where designated and under strict staff supervision. Any unauthorized vehicle on DCR property will be ticketed and towed.

### **Indemnification and Insurance Provisions**

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 uses and activities of the Permittee 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 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 on all insurance policies.

c. The Permittee shall furnish Certificates of Insurance issued by an insurer or insurers qualified to do business in the Commonwealth prior to use of the Field and indicating the location of the permitted activity to:

Athletic Permits Unit

Re: [\_\_\_\_\_]Field]

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 617-626-1250.