



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.

When we permit out our tennis courts the permit holder does have first rights to them over walk on. 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 617-626-4913

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 in completion of the Athletic Field Scheduling Request Form available at www.mass.gov/how-to/athleticfield-scheduling. Submit the application to:

Athletic Permits
251 Causeway Street 9th Floor Boston, MA 02114
Phone 617-626-4913
Email: DCR.Athleticpermit@mass.gov

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.

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 1st of the prior year and March 1st. of the current year. **Spring permits will be issued after March 1st, Summer Permits will be issued by April 30th.**
- For the Fall season (September – November), applications will be accepted between March 1st and June 1st of the same year, **Permits will be issued after June 1st.**
- One Time Use Permits will take up to **7 days** to process providing all the information given when the request is sent in.

Application are not automatically renewed. Time slots and park site are not guaranteed from one year to the next and we do not honor historical use. **Applications must be resubmitted for each new season.**

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

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 Permit (Special Event). In these cases, the applicant will be informed as soon as that is determined, and the applicant will be provided with the directed to our website.

Applications should be submitted 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.

Processing Reservation Applications

All applications will be considered according to agency priorities for field use ([see DCR Priorities for Field Use Below](#)) 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 the requests.

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

Spring Permits will be issued after March 1st, Summer Permits will be issued by April 30th, Fall Permits will be issued after June 1st.

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 certificate. The applicant should return full payment and proof of insurance within fifteen (15) 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 is not provided with fifteen (15) 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.

Reservations, 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.

Athletic Field Use Schedule and Fees

Schedule

Spring – April 15th – June 15th

Summer – June 16th – August 31st

Fall – September 1st – November 15th



** Please note, Dates are approximate and total weeks may vary due to weather and other factors***

DCR shall have sole responsibility to determine when fields can accommodate use. Seasonal rentals shall be for 2 or 3 hour periods, starting and ending on the hour, as follows:

- 8am-11am
- 11am-1pm
- 1pm-3pm
- 3pm-5pm
- 5pm-7pm
- 7pm-9pm
- 9pm-11pm

Note, late evening field use may only be scheduled on lighted fields and when neighborhood disturbance is not a concern

Rental Fees

ONE TIME USE: \$40.00 per hour for any 2-3-time block.

THREE OR MORE DAYS: \$200.00 for the first-time block, then \$40.00 per hour per day/field.

SEASONAL RENTALS: \$200.00 for the first-time block, then \$40.00/hr. per field, per day of the season. A season-day equals one daily rental per week for the activity season. Example: Rental of one field for one-time block one day a week for one season is \$200.00.

LIGHT FEE: \$50.00 per hour. This charge we can not waive regardless if you are a youth group.

Fees are regulated by the state and can be found on page 24 of 801 CMR 4.02. sec 302(6)(g). However, special scheduling and fee guidelines for Daly Field in Brighton were established through legislation Bill S.2383.

Youth: Youth is U16 and under, if you have different ages in your league please fill out a separate application fill out separate application for those that are U16 and above.

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

External Affairs
Department of Conversation and Recreation
251 Causeway Street, Boston, MA 02114
Attn: Field Permits or EMAIL: DCR.athleticpermit@mass.gov



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

- No events or activities shall be scheduled which are likely to damage fields, irrigation systems or require additional or other agency resources.
- Athletic fields designed and maintained for sports activities shall be primarily used for their intended purpose during appropriate seasons. Activities such as walks, fairs, and other events that are not dependent on athletic fields or facilities shall not be scheduled on athletic field during their primary season.
- 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 11:00PM 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. Youth is under U16.

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 field accordingly:

- School organization shall have priority use during school hours.
- Community youth sports organizations shall have priority between the hours of 3:00pm and 7:00pm Monday – Friday and 8:00 am – 1:00PM on Saturdays, and
- 1:00 pm – 4:00 pm on Sundays.
- Adult organized and informal sport activities shall have property at 7:00pm Monday – Friday with extended evening hours on lighted fields, 1:00 PM on Saturdays and 4:00pm on Sundays.
- All organization must have a permit application and all required paperwork submitted within the timeframes outlined on page 1 of this document. DCR will not reconsider permits based on priority once permits are issued.

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 a higher priority on allocating field space to organization that demonstrate their commitment to:

- Initiating standards for youth sports such as those established by the National Alliance for youth sports.
- 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 disadvantage community members.
- Providing equal opportunities for all participants to play in both practice and games.

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 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/facility.

- Cancellation of single day field rentals must be made in writing a minimum of Ten (10) business days in advance to receive a refund of daily reservation fees.
- Cancellation of seasonal field reservation must be made according to the following schedule to receive a refund of seasonal field reservation fee.
 - Spring seasonal cancellation must be made before March 15th.
 - Summer seasonal cancellation must be made before June 1st
 - Fall seasonal cancellation must be made before August 15th.

It is the applicant's responsibility to provide notification of cancellation in writing to the Athletic Field Permitting Office. CR staff will not be held responsible for cancellation 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.



Refunds will not be issued for inclement weather, and DCR cannot refund the light fee. However, DCR will attempt to accommodate makeup dates when possible and at the end of the season.

Permits

Field permits are not transferable from one league to another. Leagues can not be contacting our leagues looking for time. The DCR has to respect everyone privacy.

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 DCR Athletic Fields Permitting **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, guest and 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.

Field 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 617.626.4913. Repeated complaints regarding a particular group may result in permit cancellation and/or denial of all future permit applications.

Rain Days or Wet Fields

Fields should not be used when covered in snow, when wet, or when it is raining. If a footstep leaves an impression in the turf or if the sod is removed easily with a cleat, this is considered a wet field. We rely on the applicant to exercise good judgment when assessing field condition after inclement weather. DCR knowledge of a group playing on and damaging turf will result in the immediate cancellation of that permit and no refund will be granted.

Refunds will not be issued for inclement weather, and DCR cannot refund light cost. However, DCR will attempt to accommodate makeup dates at the end of the season.

Field Rehabilitation

DCR may periodically remove fields from the reservation system for one or more seasons for rehabilitation. Steady use of fields results in soil compaction, turf damage and other problems which will result in poorer quality fields. The agency appreciates your patience and understanding when your preferred field is scheduled for rest or rehabilitation.

Restrooms

Please note that some properties do not have restrooms available. If you are renting a field at one of those parks, you may wish to rent portable facilities depending on the size and type of event. The DCR can provide information regarding portable toilets. Restroom reservations should be made a minimum of twenty (20) business days prior to the desired date of use.

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 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 <http://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 time 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 the DCR, or if you have a seasonal permit and will be charging for admission you would need to apply for a Short-Term Commercial Permit.
- 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 whatever kind or nature, arising from the permittee's activities, negligence or carelessness of the but not limited to , claims arising from the recklessness, negligence or carelessness of the permittee, its contractors, agents, representatives, employees, permittees, licensees, guest 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 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 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 obligation of the Permittee under this section shall survive the expiration of termination of this Permit.

Insurance Provisions

- a. The Permittee shall carry insurance at minimum in the types and amounts as described in the 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 (\$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, molestations, harassment, officers and directors, vandalism, etc.
 - iv. DCR reserves the right to reject insurance coverage provided and require additional coverage amounts or type 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 or facility and indicating the location of the permitted activity to:

Athletic Permit Unit

Re: [_____ Field]

Email: 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 the Athletics Field Permitting Office at 617.626.4913

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