



**Wahconah Park, Located 143 Wahconah Street in Pittsfield, Ma.**

## **Application for Use of Wahconah Park**

**Instructions:** *The two-page application form should be filled out and returned along with the Certificate of Insurance to Buildings & Grounds Maintenance Department, 81 Hawthorne Ave., Pittsfield, Ma 01201. Upon approval, the signed white copy will be returned to the applicant. A copy of the signed approved application should be in possession of the individual using the facility. If you have any questions or need additional information contact: (413)499-9476 (Fax)(413)395-0135 or Email at [build.maint@pittsfieldch.com](mailto:build.maint@pittsfieldch.com)*

*Please Print:*

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Part I:

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name of Organization:

Mailing Address:

Email :

Contact Person:

Contact Phone #:

If the activity must be cancelled by this department, who should be contacted? ( If different than above?)

Name:

Telephone:

Fax:

*Check all that apply*

Type of Organization: Youth/Civic  Non – Profit  For Profit  Individual  Business

Resident –  Non-Resident  Government – City  State  Federal

Type of Activity:

Date(s) Requested:

Time Requested :

AM  PM

Facilities needed:

If *Other*, please specify:

Total attendance expected -

No. Chaperones if Youth Group

Open to the Public -  Yes  No

Admission Charged? Yes  No

**Is organization an agency of the Pittsfield, State or Federal Government? Yes  No**

**If No, a Certificate of Insurance must be filed with the Building & Grounds Maintenance Department.**

- Note: Insurance must have minimum limits of \$500,000 per occurrence with a \$1,000,000 aggregate for general liability (covering bodily injury and property damage combined, and personal injury). Certificate must list the City of Pittsfield as an additional insured.**



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## **Application for Use of Wahconah Park**

**It is understood:**

- 1) The user is solely responsible for the fulfillment of the policies as set forth by the Buildings & Grounds Maintenance Department and the City of Pittsfield.
- 2) Rental Fee(s) total is an estimate based on information given prior to the use of the facility.
- 3) Additional charges may result after the use of the facilities.
- 4) All fees to be made at the time reservation.
- 5) Any damages sustained to the facility and/or equipment during its use will be considered the responsibility of the renting group or organization. The renting group or organization will be billed for any repairs needed to restore the facility and/or equipment to its original state.

I have provided a Certificate of Insurance as required: Yes  No

I received and read the Policies for Use of Wahconah Park: Yes  No

I have furnished a copy of a 501( C) (3) Certificate ( if applicable) Yes  No

I have received and read the Fee Schedule: Yes  No

I have received, signed and understand the License Agreement to Use City Property: Yes  No

I have received, read and signed the Release/Hold Harmless Agreement: Yes  No

I have received, read and signed the Permit Application for use of Alcohol if applicable: Yes  No

***Upon signing this document, I accept responsibility for fee(s), supervision, damage and compliance with the policy and addendums relating to the use as established by the City of Pittsfield.***

**Date:**

**Signature of Applicant:**

**Note: The use of this facility is subject to the existing policies, addendums and fee schedules as established by the City of Pittsfield.**

**Note: Checks should be made payable to : City of Pittsfield**

**Part II: Director of Facilities**

Approved: Yes  No  Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**Part III: Office Manager**

Certificate of Insurance on File in Office: Yes  No

Release/Hold Harmless on File in Office: Yes  No

License Agreement on file in Office: Yes  No

Application for use of Alcoholic Beverages on File in Office (if applicable): Yes  No

Approved: Yes  No  Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**City of Pittsfield**

Building Maintenance Department , 81 Hawthorne Ave., Pittsfield, Ma 01201 Tel. 499-9476 Fax 395-0135 E-Mail build.maint@pittsfieldch.com.com

**LICENSE AGREEMENT to USE CITY PROPERTY**

I \_\_\_\_\_ a representative from \_\_\_\_\_ does hereby agree to pay all User fees and all associated service fees (early opening, custodian, electrician, trash removal etc.) for the use of Wahconah Park on the following date:

\_\_\_\_\_

All such fees are payable at the time of booking. *Cash, Check or Money Order only.*

I also agree to pay any and all damage(s) resulting from the use of the facility/property on the dates(s) indicated above.

User Fee .....	\$
Kitchen Use Fee	\$
Energy Fee	\$
Deposit	\$
Trash removal ( groups over 200 people) .....	\$
Service Fees (estimated)* .....	\$
Total Estimated Fees.....	\$

Signed - \_\_\_\_\_

Name - \_\_\_\_\_

Address - \_\_\_\_\_

Phone No. - \_\_\_\_\_

**\* Service fees will be calculated using the highest paid employee’s hourly rate representing the group that is being used for the services being provided at the applicable overtime rate(s). If a lower paid employee is used to provide the necessary service(s) you will be charged the lower rate.**

**CITY OF PITTSFIELD**

Building Maintenance Department, 81 Hawthorne Avenue, Pittsfield, MA 01201 (413) 499-9476 Office (413) 395-0135 Fax

Release/ Hold Harmless Agreement

I \_\_\_\_\_ a representative from \_\_\_\_\_ does hereby acknowledge that in the course of its use of property owned by the City of Pittsfield, namely **Wahconah Park** located at **143 Wahconah St**, Pittsfield, Ma 01201, for the purpose of \_\_\_\_\_, on \_\_\_\_\_, **20** . And more particularly by virtue of the presence of its agents, servants, employees and invitees, (hereinafter collectively referred to as renter) in any manner whatsoever shall operate at its own risk on said property of the City of Pittsfield.

For and in consideration of the use of **Wahconah Park**, \_\_\_\_\_ does for itself and on behalf of its agents, servants, employees and invitees, hereby, jointly and severally, remise, release and forever discharge the City, its agents, servants and employees (hereinafter collectively referred to as the "City"), of and from all debts, demands, actions, and any and all claims or demands whatsoever of any kind for damages or injuries to property or person, which may arise by virtue of use of **Wahconah Park**.

\_\_\_\_\_ further agrees to defend and indemnify and hold harmless the City from and against any claims of any nature whatsoever and the cost and expense, including, but not limited to, attorney fees and legal costs arising out of any claim in connection with its use of **Wahconah Park**.

Said indemnification shall not include claims arising from intentional malfeasance by the agents or employees of the City of Pittsfield.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ on behalf of \_\_\_\_\_ by \_\_\_\_\_, its \_\_\_\_\_.

Signed - \_\_\_\_\_ Phone No. - \_\_\_\_\_

Name - \_\_\_\_\_

Address - \_\_\_\_\_

# WAHCONAH PARK RENTAL FEE SCHEDULE

## Exhibit A

	Group I		Group II		Group III		Group IV		Group V	
# Of People	0-500	500 +	0-500	500 +	0-500	500 +	0-500	500 +	0-500	500 +
Park only	\$0	\$0	\$250	\$350	\$0	\$0	\$250	\$350	\$450	\$650
Concession**	\$0	\$0	\$25	\$25	\$50	\$50	\$75	\$75	\$175	\$175
Staffing	\$ ^	\$ ^	\$ ^	\$ ^	\$ ^	\$ ^	\$ ^	\$ ^	\$ ^	\$ ^
Field lighting	****	****	****	****	****	****	****	****	****	****
	0-100	100+	0-100	100+	0-100	100+	0-100	100+	0-100	100+
Trash Removal	\$0	\$50	\$0	\$50	\$0	\$50	\$0	\$50	***	***
Early/Late opening fee - \$30.00 per each hour prior to 7:00AM & \$30.00 after 3:30PM										

\*\* Only if available. No Concession fees for City Sponsored Groups or programs I.E. Recreation Department, Winter Carnival, City baseball/softball programs etc.

\*\*\* - All rubbish removal is the responsibility of the event organizer

^ Staffing fee - \$ 30.00 per person per hour

Grounds Maintenance staff are required at all events and may be required for pre-event set up needs. One (1) staff member is required at an event of 500 or less and a minimum of two (2) at events of 500 or more. *Actual staffing numbers will be determined by the Director during pre-event planning phase based on size and type of event being proposed.*

Additional city staff may be required at some events (i.e. Plumbers, electricians, police , fire etc.). This determination will be made during the pre-planning phase with the Director. These rates will be determined once the need is determined/

\*\*\*\* - If field lighting is required the following rate will apply - \$ 100 per hour with a minimum 3 hrs.

**Please note** that this rate reflects a pro- rated fee based on the presumption that the monthly life cycle is in effect. If the light cycle is not in effect ( usually in the off season), an additional fee of \$1000.00 will be required. Please discuss your lighting needs during the pre-planning phase.

	Per Hr. Fee		Per Hr. Fee		Per Hr. Fee		Per Hr. Fee		Per Hr. Fee	
Energy Use Fee*	0-50	50 +	0-50	50 +	0-50	50 +	0-50	50 +	0-50	50 +
May1- Sept 1	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$6.00	\$6.00

\*Maximum 12 hours

	0-50	50 +	0-50	50 +	0-50	50 +	0-50	50 +	0-50	50 +
Security Deposit*	\$50	\$50	\$50	\$50	\$50	\$50	\$75	\$75	\$250	\$250

\*Deposit will be refunded upon verification by the City that the facility has been returned to a condition similar to that prior to use (usually within 4-6 weeks).

# WAHCONAH PARK RENTAL FEE SCHEDULE

## Exhibit A (cont)

All payments shall be made by Cash, Check or Money Order.

Group I – State, Federal, City or Department Sponsored Event

Group II- Non – Profit Groups (501-C3 required)

Group III -Supervised Youth Groups & Civic Organizations

Group IV–Business sponsored, Non sponsored or Private events i.e. Family reunions, Co. picnics, weddings etc.

Group V – For Profit (Admission charged) or Non –residents

There will be no use fee assessed to supervised youth groups and civic organizations, excluding any additional costs borne by the city. These additional costs will be presented to the event organizer during the pre-event planning phase.

A civic organization shall mean an association formed for purposes beneficial to the community as a whole or one in which the members cooperate to accomplish community goals.

Fees subject to change annually.

## POLICIES FOR USE OF WAHCONAH PARK

All renters/event organizers agree to abide by all the rules and regulations pertaining to the use of Wahconah Park as listed below:

**Special Events Checklist** It is highly recommended that a copy of the Special Event Checklist be obtained from the City Clerks office for review prior to scheduling of any event.

**Scheduling of Reservation:** Park Commission approval is required ( at least 30 days prior) for all events at Wahconah Park. No reservation will be made **without** prior Park Commission approval.

**A request must be presented in writing** to the Park Commission and approved at a regularly scheduled meeting. Organizers must be present at the meeting. Event organizers are encouraged to meet with the Director of Buildings and Grounds Maintenance for the purpose of pre-event planning, prior to any communication with the Park Commission to discuss the event details.

No reservation will be taken without full payment (including security deposit) being made.

**Payment by cash, money order or check (payable to the City of Pittsfield) only**

**Fees\*** See Exhibit A Fee Schedule. Payment to be made at time of reservation

**Release Hold/Harmless Agreement** All event organizers must complete and sign the city's Release/Hold Harmless Agreement

**License Agreement** All event organizers must complete and sign the city's standard License Agreement to Use City Property

**Security Deposit** Payment to be made at time of reservation. Payment shall be in the form of a cash, bank check or money order made out to cash. No other form of payment will be accepted  
No security deposit will be returned until it has been determined that the facility is clean and returned to its pre event condition. Deposit will be issued following the event date, typically within 4-6 weeks.

**Insurance** An Insurance rider in the amount of \$500.00 per occurrence with a \$1,000,000 aggregate is required.  
The City of Pittsfield **MUST** be named an additional insured. The Insurance Certificate must be received by the Maintenance Department at the time of booking.

## **Cancellation**

If you need to cancel your reservation, please notify the Building & Grounds Maintenance Department as soon as possible and a refund will be issued. No refund will be issued for cancellations called in **less than 7 days prior** to reservation event.

## **Licenses / Permits required**

### Entertainment License

Outdoor concerts, carnivals, circus, fairs, etc., require permit from Licensing Board.

Alcoholic beverages served or sold require license from Licensing Board

### Raffle

A Permit good for one year is required from Licensing Board for any raffle.

### Sales/Concessions

A permit is required from the Licensing Board for planned sales or concessions. Fees are waived for non-profit organizations; however proof of non-profit status may be required.

### Tents

Events that gather people outside in a tent or other structures that cover an area in excess of 120 square feet, including all connecting areas or spaces with a common means of egress or entrance which are used or intended to be used for the gathering together of ten or more persons will be required to obtain a permit from the Building Inspection Department.

Organizers are encouraged to have the tent rental company secure necessary tent permits.

All tents, regardless of size, must be properly secured or weighted. Stakes cannot be used on any blacktop area or on the playing field, weights ONLY.

## **Pre-event set-up**

Pre-event set up must be considered during the pre-event planning phase. Any pre-event set up needs must be discussed during the pre-event meeting. There may be additional fees associated with pre-event set up needs (additional power supply, snow fencing etc.) See Fees exhibit A



**Post event clean up of the Facility** For all events, post clean up is the responsibility of the event organizer. This includes bathrooms, grandstands, field, under bleachers parking lot etc. All trash must be put in plastic bags for removal.

**Trash removal** Non-Profits – For events of 500 persons or less, the City’s Buildings and Grounds personnel will remove all bagged trash. For events of 500 or more persons it is the events organizers responsibility to remove all trash from the facility.  
For Profits – All trash removal is the responsibility of the event organizers.

**If these tasks are not completed, you risk losing your security deposit.**

**Parking Plan** No parking plan is required for minor events. Major events may require a parking plan at the discretion of the Chief of Police.

**Concessions** If a food concession is part of any event at the park, Health Department permits may be required. These permits must be secured by the event organizer and presented to the Director of Buildings & Grounds Maintenance 21 days prior to the event. If a beer/ wine concession is part of an event, a “permit to serve” must be obtained through the City Clerks office and presented to the Director of Buildings & Grounds Maintenance 21 days prior to the event. Park concession facilities may not be available.

**Alcohol will not be permitted at any Youth, High School or College sponsored events.**

**Restrooms** All major events must obtain one portable restroom facility for every additional 250 patrons over 2000. (i.e. 2250 -1, 2500 – 2, 3000 – 4, etc.) The placement of the portable facilities will be determined during the pre – event planning phase.

**Safety /Security Plan** No safety/security plan is required for minor events. Major events may require a safety/security plan at the discretion of the police and Fire Chiefs.

## ADDITIONAL COSTS

### Service Fees:

Parks Department staff are required at all events, and may be required for pre-event set up needs.

Minor Event 1 staff member

Major Event Minimum of 2 Park Department staff. *Actual staffing numbers to be determined by Director of Community Services during pre-event planning phase based on size and type of event being proposed.*

Non-profit organizations will not be responsible for payment of Parks Department staff time.

All others are responsible for payment of Parks Department staff time based on the actual rate paid per staff member labor contract. These rates will be detailed during pre-event planning phase.

Additional City Staff may be required at Major Events (plumbers, electricians). This determination will be made during the pre-planning phase in conjunction with the Director of Building Maintenance. These rates will be detailed during pre-event planning phase.

### Field Lights:

If the park field highlights are needed for the event, the following rate schedule will apply.

\$85/day.

Please note that this rate reflects a pro-rated fee based on presumption that the light cycle is in effect. If the light cycle is not in effect (off-season), it will be costly to operate field lights for the event. Please discuss your lighting needs during the pre-planning phase.

**All such fees are payable to the City of Pittsfield no later than 30-days from the billing date. All fees not paid by the due date will be subject to an additional charge of 1.5% monthly for any outstanding balance.**