

FACILITY USE APPLICATION

TOWN OF WISE SPORTS COMPLEX

Completed application must be filed with the Town of Wise Sports Coordinator at least sixty (60) day in advance of the requested date(s) of the private event. Failure to do so may result in the denial of the application.

Date Received by Sports Coordinator: _____

I. Applicant Information

Name of Applicant: _____

Business Name: _____

Mailing Address: _____

Contact Person/Responsible Party to be Present at Town of Wise Sports Complex during use: _____

Telephone Number for Contact Person/Responsible Party: _____

II. Event Information

Description of Event: _____

Requested Date(s) and Times for use: _____

Facilities to be Used: _____

Number of Participants: _____

Cost to Participant: _____

Will Concessions or Merchandise be sold during Use of the Park? _____

Concessions and/or Merchandise to be sold during Use of the Park? _____

Will there be an Admission Fee to Attend the Event? _____

If so, please indicate Admission Fee Schedule: _____

III. Application and Use Fees:

Tournament Fee: \$250.00 per day per Tournament. This fee must be paid with the application for use of the Sports Complex. The fee will be refunded if the tournament is canceled 48 hours prior to the tournament.

IV. Insurance Requirements

The Town of Wise requires that the applicant submit no later than 5 days prior to use of the facility a certificate of insurance. Insurance must include: Bodily injury and property damage in the amount of \$1,000,000 per person and per occurrence, naming the Town of Wise and additional insured. Failure to provide the required insurance will result in termination of approval of the Facility Use Application and forfeiture of any paid deposits.

V. Grounds for Denial

The Town of Wise may deny an application for private use of the Town of Wise Sports Complex for reasons including but not limited to the following:

- a. Failure to submit a completed Application or failure by an applicant to supply any requested documents.
- b. The requested activity or event interferes with a previously scheduled and sanctioned activity or event in the same Facility.
- c. The Application contains a material falsehood or misrepresentation.
- d. The Town determines that the activity or event poses a substantial risk to the safety of visitors to the Facility.
- e. The proposed activity or event is prohibited by any law, ordinance, statute or regulation.

VI. Termination

The Town of Wise reserves the right to cancel any activity, with or without notice, in case of extreme necessity and/or to deny use of the facility in such instances where such use is determined to not be in the Town's best interest. In such case of cancellation by the Town, an alternate date shall be offered to the applicant. If no alternate date is acceptable to the applicant, the deposit shall be forfeited by the Town to the applicant. The Town of Wise reserves the right to interrupt, terminate, or cancel an event when in the judgement of the Town of Wise or any acting law enforcement agent within the Town of Wise, such action is necessary for the interest of public safety, violation of an ordinance or law, or in violation of any element of this policy. In such case, the application waives any claims for damages or compensation should the event be interrupted, terminated or canceled.

VII. Liability Disclaimer/Indemnification

Applicant and all agents of the applicant and all guests of the applicant will comply with all statues, laws, ordinances, rules and regulations Of the Federal, State, County, and Town governments applicable to the use of the facility. Applicant shall indemnify and hold harmless the Town of Wise from and against any and all loss, cost, (including statutory liability and liability under Workmen's Compensation Laws) in connection with claims for damages as a result of injury or death of any person or property by Applicant and all other persons which arise from, or in any manner grow out of, any act or neglect on or about the facilities provided hereunder by Applicant and all members of its party, their agents, employees, customers, invites, contractors and subcontractors. The Applicant shall be responsible for all claims, injuries (including death), damages or accidents occurring in any part of the facility caused by any act, omission, default, subcontractor, patron, guest, or the applicant itself. The Applicant will pay the Town of Wise in cash upon demand, a sum equal to the cost of repairing and restoring the facility to its condition as of the commencement of the private event, or at the option and approval of the Town of Wise, will make such restoration and repairs at their own expense. Applicant agrees to indemnify and hold harmless the Town of Wise from any such actions and damages. Furthermore, the Town of Wise shall have no responsibility for injuries to any persons using the facility or to any vehicles parked at the facility.

I _____ certify by my signature below that I am authorized to enter into this agreement between the applicant and the Town of Wise, Virginia, and further certify by my signature below that I have read this application in its entirety along with Ordinance No. __, 2023 and agree to the terms set forth in both.

Applicant: _____(signature)

Applicant: _____(printed name)

Date: _____

Town of Wise Use Only

Approved by: _____ Date: _____

Deposit Received: _____ Date: _____

Commission Received: _____ Date: _____

TOWN OF WISE SPORTS COMPLEX RULES

- Park hours are from 10am to dusk Monday thru Saturday and 4pm to dusk on Sunday (Exceptions to posted hours may be permitted for events pre-approved by park management)
- No glass containers
- Coolers and outside food or drinks are confined to the parking lot
- Littering is prohibited
- Scooters, rollerblades, skateboards, and bicycles are prohibited
- Non-licensed motorized vehicles including atv's, motorbikes, and go-carts are prohibited in the park except for park maintenance equipment
- Parking is permitted in designated areas only
- No camping, trapping, horseback riding, hunting, or ground fires
- No cutting of trees or other vegetation except by park maintenance staff
- No animals except service animals specifically trained to aid the disabled
- Possession, consumption, distribution, or sale of alcoholic beverages on park property is prohibited except during an event sanctioned by park management
- No vending or sales on park property without approval
- No signs, placards, ads flyers, etc. may be posted or placed in the park or on windshields in the parking lot without park management approval
- No organized team may use a field and no organized group may hold an event in the park without approval
- No person creating a public nuisance and no one under the influence of alcohol or drugs is allowed on park property
- Children under the age of 12 must be accompanied and supervised by an adult (age 18 or older)
- The Town of Wise is not responsible for lost or stolen items-please leave all valuable at home
- Any person or group found in violation of these rules shall be ordered to leave and may be barred from the premises for an extender period of time in addition to any other remedies available under the law