



# **Town of Littleton, NH**

## **Parks and Recreation Department**

*Policy: Facility, Courts, Athletic Field Usage*



Revised 6/27/2023

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**1. Purpose:**

- 1.1 To clearly define policies and procedure for overall use of Department park areas, facilities, and athletic fields.

**2. Introduction:**

- 2.1 The mission of the Littleton Parks and Recreation Department is to enrich the quality of life for our community by providing a variety of accessible recreational activities, parks, and facilities that promote health and wellness, learning, and fun. We create community through people, parks, and programs for all visitors and residents of the Littleton community.
- 2.2 Our playgrounds, fields and courts can be used by anyone 6:00 AM to 10:00 PM if the field or court is not rented.

**3. Department Facilities:**

The following designated areas and/or facilities are available for reservation process:

**3.1 Remich Park**

- 3.1.1 Large Field
- 3.1.2 Small Field
- 3.1.3 Tennis Courts
- 3.1.4 Basketball Court
- 3.1.5 Pavilion
- 3.1.6 Ice Rink
- 3.1.7 Pool
- 3.1.8 Warming Hut
- 3.1.9 Snack Shack

**3.2 Apthorp**

- 3.2.1 Multiuse Field
- 3.2.2 Softball Field
- 3.2.3 Tennis/Pickleball Courts
- 3.2.4 Basketball Court
- 3.2.5 Snack Shack

**3.3 David E. Stoddard Memorial Field (Previously known as Norton Pike)**

- 3.3.1 Multiuse Field
- 3.3.2 Softball Field
- 3.3.3 Snack Shack

**3.4 Brickyard**

- 3.4.1 Multiuse Field

#### **4. Organizational Understanding:**

- 4.1 The Town of Littleton Parks and Recreation Department reserves the right to cancel and/or suspend outdoor facility and athletic field reservations for games, practices tournaments and/or special events.
- 4.2 The Town of Littleton Parks and Recreation Department reserves the right to change field assignments.
- 4.3 Construction, site improvements, renovations, modifications, and/or any physical changes to any field/park are not permitted without pre-approval from the Town of Littleton Parks and Recreation Department.
- 4.4 Reservations can be made from 6:00AM until 10:00PM.
- 4.5 Use of illegal drugs at any Town facility is prohibited.
- 4.6 Smoking is prohibited in Town Parks.
- 4.7 Alcohol is not permitted at any Town Park or Parks and Recreation facilities. Where host/renter has obtained a license from the State of NH Liquor Commission at least 30 days prior.
- 4.8 Glass containers are not permitted on any Parks and Recreation Department premises.
- 4.9 Dogs are not allowed on any of the sports fields per current policy by Health Inspector.

#### **5. Definitions**

- 5.1 "Town Team/League" is defined as any organization in which a majority of players are: Residents of Littleton, NH or employed in Littleton, NH. A roster with players' Littleton, NH address or workplace shall be submitted to the Director to validate qualification for this category, with the exception of the Littleton Youth Soccer, Littleton Babe Ruth Association, or any other long-term contract established who may send a statement confirming all players are residents of Littleton, NH.
- 5.2 "Organization" is defined as a formally organized and recognized entity or school that sponsors a recreational activity/sport.
- 5.3 "Non-Resident" is defined as anyone that does not meet the residency requirement.
- 5.4 "User" is defined as any individual person who uses a Town field/facility.
- 5.5 "Casual use" is defined as individual residents of Littleton or of the businesses in the town of Littleton, using the fields at their leisure providing they are not already in use or scheduled. Casual use is not considered organized play or on an on-going basis per our policies (6.1.1, 6.2.1, 6.3.1) – it is not for teams, leagues, schools, or non-profit groups using the fields. These need to be scheduled.
- 5.6 Types of usage includes the following: 5.6.1 "Long term" is defined as more than one day.

5.6.2 “Day” is defined as when the facility/field opens to close on that given day.

5.6.3 “Hourly” is defined as a rental of no more than six hours.

## **6. Facility Reservation Process**

### 6.1 Town Teams, Town Leagues, Littleton, NH Schools, and Town Non-Profit Groups:

6.1.1 Town organizations desiring to use Town fields/facilities on an on-going basis may do so with prior scheduling approval from the Parks and Recreation Director. The Parks and Recreation Director or Designee shall develop the schedule. Requests for field use are considered on a first-come, first-served basis, with an attempt to balance the needs of all groups.

### 6.2 Individual Residents and Town Businesses:

6.2.1 desiring to use Town fields/facilities may do so at their leisure, providing that another party has not previously scheduled the fields. There is no charge for the casual use of fields.

### 6.3 Non-Residents:

6.3.1 Non-Residents desiring to use Town fields may do so with prior scheduling approval from the Parks and Recreation Director. The Parks and Recreation Director or Designee shall develop the schedule. Requests for field use are considered on an individual basis and only after all Town groups have been scheduled.

## **7. Long-Term Collaborative Contract**

7.1 The Town of Littleton and the Littleton Department of Parks and Recreation may agree from time to time to enter into Collaborative Agreements with entities such as Schools, Sports Leagues, or on-Profit organizations if the Board of Selectmen deem such an agreement beneficial to the Town. Such agreement shall be in writing and, if explicitly stated in the written agreement, may grant exceptions or modifications to the terms of this Policy.

## **8. Group Representative/Designee of Responsibilities**

8.1 Each organization using the fields/courts must designate one contact person. Littleton Parks and Recreation will only provide information or notice to the person specified by the Organization to be the designated contact person. This person should be available and authorized to make decisions on behalf of the organization and may be required to document that authority. All notices will be sent to the person duly authorized and designated by the organization and Littleton Parks and Recreation will not be responsible for any damages to the organization based on a failure to otherwise receive notice.

8.2 Communication between the league, organization, or school and the Parks and Recreation Director and Park Commissioners may only come from the president of the organization, principal, or athletic director. No details will be discussed with anyone else.

8.3 Reservations will require a 24 hours’ notice to the Parks and Recreation Director.

## **9. Fees**

- 9.1 The below fees are per contract, not per field:
  - 9.1.1 Long term fee: Monthly: \$250 per month
  - 9.1.2 Daily fee: \$150 per day
  - 9.1.3 Hourly: \$25 per hour (up to six hours)
- 9.2 Cost to cover normal wear and tear of fields and facilities maintenance is included in our fees.
- 9.3 Water & Light fee is included in Parks and Recreation rental fees – No keys or codes will be passed out to renting parties or individuals.
- 9.4 Parks and Recreation does not line fields for non-Parks and Recreation sporting events, nor provide means and equipment necessary to do so. Before proceeding with field lining, prior approval is required from the Parks and Recreation Director.
- 9.5 A refundable fee will be charge for any wear and rear or damage beyond the normal – to the field or Parks and Recreation equipment/facility after usage, as well as possible revoking of further usage of individual/group. The refundable fee will be collected in the amount of the rental fee. It will be returned within 24 hours of the event closing, with the evaluation of the established checklist completed by Parks and Recreation staff making sure all fields, facility, and equipment, are in normal “as was” condition.
- 9.6 Pavilion Rental: \$75 per two hours. \$25 will incur for each additional hour up to six hours, for at which time the cost of \$200 will be the daily rate to rent the pavilion for the day.

## **10. Insurance and Indemnification Requirements**

- 10.1 Insurance: All parties reserving fields are to provide proof of \$1,000,000 General Liability each occurrence and \$2,000,000 in aggregate for personal and bodily injury including death naming the Town of Littleton as additionally insured on a primary and noncontributory basis.
- 10.2 Indemnification: To the fullest extent permitted by law, any Organization reserving a field shall protect, indemnify, save, defend and hold harmless the Town of Littleton, including its officials, agents, volunteers and employees (“Indemnified Parties”), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, economic injury or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of their use of Town fields/facilities. The Organization’s obligations to

defend, indemnify and hold harmless the Indemnified Parties hereunder for claims arising from their or use of the fields shall survive the term of use by the Organization.

**11. Refund Policy**

11.1 Cancellations must be made 14 days prior to event or due to inclement weather to receive a refund. If the previous criteria are not met no refund will be given.

**12. Inclement Weather Policy**

12.1 Weather conditions in Northern New England can change quickly. The Parks & Recreation Department will do their best to make the call prior to facility usage.

12.2 It is the policy of the Parks & Recreation Department to deem fields unfit for play following the guidelines below:

12.2.1 Standing water on the field.

12.2.2 An average sized participant in that day's or night's activities would make one inch or deeper footprint.

12.2.3 Sod can be pushed up with foot pressure.

12.2.4 The presence or impending inclement weather including but not limited to; lightning, hail, severe rain or wind.

12.2.5 Determination by umpire or referee to cancel game due to inclement weather.

**13. Disclaimer**

- 13.1 The Parks & Recreation Department reserves the right to accept and reject any and all rental requests as it is deemed in the best interest of the Town of Littleton.
- 13.2 The Parks & Recreation Department reserves the right to hold all parties accountable with regards to facility, field, and safety requirements.
- 13.3 *New Hampshire Statutes 35-B:6 All public property may be used for leisure time activities. Provided that prior approval for its use has been granted by the appropriate authority in charge of that property. A cooperating agency may establish its own system of just compensation for the use of such properties. Similarly, any authority or body in charge of any public property may refuse use of its property for leisure service activities if interference in the intended use of the property would result.*
- 13.4 *New Hampshire Statutes 35-B:5 A majority of the members of the commission shall constitute a quorum. Any action is not official unless authorized by a majority of the total membership. The commission shall also have the power to adopt other rules of procedure and prescribe regulations for the conduct of all business within its jurisdiction necessary to carry out the functions for which it was created.*
- 13.5 All individuals/parties should review the following sections of this policy prior to usage: Section 4-Organizational Understanding, Section 6-Facility Reservation Process, Section 8-Group Representative/Designee of Responsibilities, Section 9-Fees, Section 10-Insurance, Section 11-Refund, Section 12-Inclement Weather Policy, Section 13-Disclaimer.

Please sign below to indicate your understanding and agreement to be bound by this Facility, Courts, Athletic Field Usage Policy in agreement to the above policy:

\_\_\_\_\_  
Signature of Facility Renter & Date

\_\_\_\_\_  
Signature of Parks & Recreation Director & Date



**14. Facility Use Guidelines**

The following guidelines must be followed while using the field/facility. The individual or group representative must initial next to each of in the following indicating your understanding and agreement:

\_\_\_\_\_ The Parks and Recreation Department, is responsible for scheduling an assignment of fields/facilities and may restrict public use of fields/facilities as deemed necessary by the Parks and Recreation Director, or designee, to preserve or protect the property or in the interest of the general public health, safety and welfare.

\_\_\_\_\_ The Parks and Recreation Department may restrict use of the lights and scoreboards to stay within the Town’s operating budget for electricity usage.

\_\_\_\_\_ No vehicles, of any type (except those approved by the Department for maintenance purposes), are permitted on Town fields except in designated parking areas.

\_\_\_\_\_ Items of personal property found at Town fields/facilities shall be removed and maintained in the lost and found at the Department Office at Remich Park for a period of 5 days. If no claimed within 5 days, they will be disposed of.

\_\_\_\_\_ Smoking and use of illegal drugs are prohibited in Town parks and fields.

\_\_\_\_\_ Alcohol may only be brought onto/ consumed on Town Parks and fields at special events and with prior written permission is given by the Littleton Board of Selectmen.

\_\_\_\_\_ Glass containers are not permitted on any Parks and Recreation Department premises.

\_\_\_\_\_ All trash generated must be disposed of appropriately in designated receptacles. If receptacles are not available, it is the league/group/organization’s responsibility to remove it upon leaving.

\_\_\_\_\_ Dogs are not allowed on any sports field per current policy by Health Inspector.

\_\_\_\_\_ All coaches or person in charge of an organization and/or athletic league using any preapproved facility and/or field will be responsible for the conduct of all participants, spectators, and other connected with the activity, including visiting team and opponents. The Parks and Recreation Department reserves the right to suspend, bar or expel any individuals from all town athletic facilities if their use causes or may cause damage to the facility, threatens to harm any individual, or intimidates user against using the field.

\_\_\_\_\_ As a Designated Group Representative, I understand that Littleton Parks and Recreation will only provide information to me. I agree to be available and authorize to make decisions on behalf of the organization and may be required to document that authority. I understand that Littleton Parks and Recreation will not be responsible for any damages to the organization based on a failure to otherwise receive notice.

\_\_\_\_\_ Town of Littleton, NH Parks and Recreation Department reserves the right to suspend any activity and/or eject/remove any patrons form the facility if engaging in disruptive, destructive, unruly, dangerous and/or illegal behavior/acts/conduct. The Parks and Recreation Department also reserves the right to enforce the above listed rules and regulations and maintains the authority to ask individuals who challenge or disregard the authority of Department personnel and/or in any way repeatedly Violates any of the rules and regulations to leave/vacate the premises.

***Parks and Recreation Walk-Through Checklist  
GENERAL CONDITION OF FIELDS AND FACILITIES***

| <b>Location</b>        | <b>Condition on Arrival</b> | <b>Condition on Departure</b> | <b>Estimated Cost of Repair/Replacement</b> | <b>Reviewed by &amp; Date</b> |
|------------------------|-----------------------------|-------------------------------|---|-------------------------------|
| <b>3.1 REMICH PARK</b> |                             |                               |   |                               |
| 3.1.1 Large Field      |                             |                               |   |                               |
| 3.1.2 Small Field      |                             |                               |   |                               |
| 3.1.3 Tennis Courts    |                             |                               |   |                               |
| 3.1.4 Basketball Court |                             |                               |   |                               |
| 3.1.5 Pavilion         |                             |                               |   |                               |
| 3.1.6 Ice Rink         |                             |                               |   |                               |
| 3.1.7 Pool             |                             |                               |   |                               |
| 3.1.8 Warming Hut      |                             |                               |   |                               |
| 3.1.9 Snack Shack      |                             |                               |   |                               |

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|---------------------------------|-----------------------------|-------------------------------|---|-------------------------------|
| <b>3.2 Apthorp</b>              |                             |                               |   |                               |
| 3.2.1 Multiuse Field            |                             |                               |   |                               |
| 3.2.2 Softball Field            |                             |                               |   |                               |
| 3.2.3 Tennis /Pickleball Courts |                             |                               |   |                               |
| 3.2.4 Basketball Courts         |                             |                               |   |                               |
| 3.2.5 Snack Shack               |                             |                               |   |                               |
| 3.2.5a Snack Shack Bathrooms    |                             |                               |   |                               |

***Parks and Recreation Walk-Through Checklist***  
***GENERAL CONDITION OF FIELDS AND FACILITIES***

| <b>Location</b>              | <b>Condition on Arrival</b> | <b>Condition on Departure</b> | <b>Estimated Cost of Repair/Replacement</b> | <b>Reviewed by &amp; Date</b> |
|------------------------------|-----------------------------|-------------------------------|---|-------------------------------|
| <b>3.3 Stoddard</b>          |                             |                               |   |                               |
| 3.3.1 Multiuse Field         |                             |                               |   |                               |
| 3.3.2 Softball Field         |                             |                               |   |                               |
| 3.3.3 Snack Shack            |                             |                               |   |                               |
| 3.3.3a Snack Shack Bathrooms |                             |                               |   |                               |

***Parks and Recreation Walk-Through Checklist***  
***GENERAL CONDITION OF FIELDS AND FACILITIES***

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|----------------------|-----------------------------|-------------------------------|---|-------------------------------|
| <b>3.4 Brickyard</b> |                             |                               |   |                               |
| 3.4.1 Multiuse Field |                             |                               |   |                               |