

TOWN OF DALLAS PARKS AND RECREATION FACILITY RENTAL POLICIES

It shall be the stated goal of the Town of Dallas to establish clear, consistent, fair, and equally applied and enforced, policies and fees for the scheduling and use of its publicly owned and maintained athletic and civic facilities and buildings. To further that goal, the following shall apply:

Parks/Buildings/Fields/Facilities Owned or Operated by The Town of Dallas:

1. Dennis Franklin Gymnasium
2. Jagers Park Field
3. Jagers Park Picnic Shelter
4. Carr School Athletic Fields
5. Cloninger Park Field
6. Cloninger Park Picnic Shelter

Policies (General):

Fees for participation in, or sponsorship of, Town-sanctioned and/or organized athletic teams/leagues and recreational activities have been established (see Fee Schedule) to attempt to recover much of the costs of operating and continuing such programs. For participants in these programs, the use of fields, buildings, or facilities is covered by the fee for team, league, program, or activity participation. For all other use of such facilities or buildings, potential users will be required to pay, in advance, the fee(s) established and to abide by all Town policies. Such users will be allowed equal access on a first-come/first serve basis.

To schedule the exclusive, reserved use of a field, building, park or facility, for recreation or activities not sanctioned or organized by the Town, individual or group users must fully complete a Town application form, including the remittance of any and all fees required, and return it to authorized Town recreation staff not less than 48 hours in advance of the time such activity/use is to occur. Users will be required to sign a standard Liability Waiver/Release Form if "Not-for-Profit"; and provide a Certificate of Liability Insurance, naming the Town of Dallas as additionally insured, with a minimum coverage amount of \$500,000, if "For-Profit".

Users shall be classified and designated as "For-Profit" if they represent, and are funded by a for-profit business or corporate entity; or, if they charge for admission; sell merchandise or concessions; operate tournaments for participant fees; gain advertising or business sponsorship; or engage in any other act or activity which is designed to generate revenues greater than the simple recouping of Town Use fees from individual participants equal to a pro-rata share of said fees. For determination of Fees hereunder, all other users shall be classified as and considered "Not-for-Profit".

Individual users must be Town of Dallas residents to be eligible for "Town Resident" Use fee designation; while for groups or teams of users, No greater than twenty percent (20%) of all covered participants may be "Non-Town Residents" in order to remain eligible for "Town Resident" Use fee designation.

Any minimal use of Buildings and/or facilities exclusively for the below-listed purposes shall be considered "Town-sanctioned" and, as a result, not subject to User Fees hereunder:

- The charitable distribution of goods or services on a non-discriminatory basis.
- The short-duration, "kick-off", "wrap-up", or award or recognition ceremony, associated with or incidental to other Town-sanctioned or approved, not-for-profit events.
- The use of fields for non-exclusive, un-reserved, "pick-up" practices, games, or matches not part of any organized league.
- The use of fields or other outdoor, public areas for non-exclusive, unreserved recreational, fitness, sporting, or personal fulfillment activities of a nature and character customary to such fields or areas and which are not damaging to such areas, or which serve to threaten or endanger the wellbeing or equal access of others similarly engaged or in proximity.

Authority:

The Town of Dallas Parks and Recreation Department reserves the right to close, secure, and/or restrict access to any athletic field or park facility when deemed necessary, including for maintenance, scheduled league use, and adverse weather conditions. Such restrictions are intended to protect public property and field surfaces from damage and to prevent unauthorized activities. To ensure the safety, security, and proper enjoyment of public park spaces and facilities, and to protect park infrastructure and the public, the Town prohibits unauthorized overnight stays and use of park shelters outside of established park hours.

Employee Rentals:

Current full-time and part-time employees of the Town are eligible to rent Town facilities listed below at a fifty percent (50%) discounted rate when the facility is rented for the personal use of the employee or the employee's immediate family. The employee must be present and directly participating in the use of the facility. Discounted rentals may not be used for the benefit of, or transferred to, non-employees outside of the employee's immediate family.

Any misuse of the employee discount, including renting a facility for the use or benefit of others not permitted under this policy, may result in revocation of the discount privilege, denial of future rental requests at the discounted rate, and may subject the employee to disciplinary action in accordance with Town personnel policies.

Refund Policy:

Reservation cancellations are non-refundable unless cancellation notice is provided a minimum of ten (10) days prior to the reservation date. Cancellations due to inclement weather require notice at least five (5) days in advance. In the event of inclement weather on the day of the reservation, refunds will not be issued; however, the reservation may be rescheduled to one alternate date at the same facility within thirty (30) days, based on availability. Requests for refunds outside of these parameters may be considered at the discretion of the Town Manager.

Note: A shelter reservation does not close the entire park – it is still open to the public.

1. Dennis Franklin Gym:

Town-sponsored use of the Dennis Franklin Gym shall consist of: In-season, or pre-season, Youth Basketball and Cheerleading (Fall & Winter) Games and Practices involving all team or squad members, Adult Pickleball Open Play, Adult Yoga. All other use shall be prohibited unless authorized in advance by formal action of the Board of Aldermen.

Use by participants engaged in pre-approved and permitted activities may only occur and continue so long as a Town of Dallas employee remains present within the building.

2. Jagers Park Field:

At present, the Town of Dallas does not sanction or organize the use of Jagers Park for any fee-for-participation teams, leagues, or activities. However, we reserve the right to do so for Youth or Adult Baseball and/or Softball games or practices of sanctioned teams/leagues. All other use shall be subject to fees:

Fees: (All Other)

Refer to the Current Town of Dallas Fee Schedule

3. Jagers Park Picnic Shelter:

At present, the Town of Dallas does not sanction or organize the use of Jagers Park Picnic Shelter for any town sponsored events. All other use shall be subject to the following fees:

Fees: (All Other)

Refer to the Current Town of Dallas Fee Schedule

The shelter may be rented for:

AM Block 10am – 2pm

PM Block 3pm – 7pm (winter hours: 3pm – dusk)

Daily 10am – 7pm (winter hours: 10am – dusk)

The following items are **not** permitted on park property:

- inflatables (bounce houses)
- alcoholic beverages

The following items are **only permitted in the parking lot**:

- grease deep fryers
- personal grills
- large smokers
- commercial grills

4. Carr School Fields:

The Town of Dallas Parks & Recreation Department Sanctions and Organizes an extensive list of fee-for-participation Youth sports at Carr School Fields, which includes in-season and pre-season practices and games, involving all team members, for Baseball (T-ball, Coach-pitch, and traditional), Softball, and Football. Any and all other use, including Adult team or League play, or Youth Fall Baseball, or any other organized activities not subject to fee-for-participation under Town Fee Schedule B, shall be allowed only if scheduled not in conflict with Town-sanctioned and organized activities and then subject to fees:

Fees: (All Other)

Refer to the Current Town of Dallas Fee Schedule

5. Cloninger Park Field:

Town-sponsored use of the athletic field at Cloninger Park shall consist *of*: In season, or pre-season organized (Big South Youth Football League) Football practices involving all team members; the yearly 4th of July Fireworks display; Youth Soccer practices and games; and general, open public use of the walking track.

Fees:

Refer to the Current Town of Dallas Fee Schedule

6. Cloninger Park Picnic Shelter:

Town-sponsored use of the Picnic Shelter shall consist *of*: National Night Out, or banquets involving all team members; the annual 4th of July Fireworks display; All other use shall be subject to the following Fees:

Fees: (All Other)

Refer to the Current Town of Dallas Fee Schedule

The shelter may be rented for:

AM Block 10am – 2pm

PM Block 3pm – 7pm (winter hours: 3pm – dusk)

Daily 10am – 7pm (winter hours: 10am – dusk)

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- large smokers
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*Adopted: April 9, 2019

*Revised: March 10, 2026

TOWN OF DALLAS RELEASE OF LIABILITY

In exchange for the granting of access to, and use of, a Town of Dallas Building, Athletic Field, Park, or Facility, I/We _____, representing _____, agree as follows:

1. To observe and obey all posted and/or conveyed directions, policies, rules, or warnings regarding use of Town of Dallas property as issued by the Town of Dallas, its staff, employees, agents, or volunteers; and,
2. To, on behalf of the individual(s) and/or organization represented, **indemnify and hold harmless the Town of Dallas, its Park & Recreation Department staff, employees, agents, or volunteers, from any and all suits, claims of damages, or liability** for any and all personal injury to myself or other participants so represented, or for damages to personal property owned or controlled by me/us, occurring as a result of, or while engaged in activities conducted within the confines of Town of Dallas property permitted hereby; and,
3. To assume full responsibility for damages to Town of Dallas property caused by, or resulting from my/our negligent, willful, or reckless acts that may be in violation of Town directions, policies, rules, or warnings conveyed, posted, or issued.
4. **I/We further Agree** to leave the property used in a clean, orderly, and undamaged state, similar in condition to that in existence immediately preceding my/our permitted use. (Failure to do so can result in additional fees for cleanup or restoration.)

I/WE HAVE READ THE ABOVE "RELEASE OF LIABILITY" DOCUMENT AND DECLARE THAT I/WE UNDERSTAND IT FULLY AND THAT BY SIGNING THIS RELEASE ARE VOLUNTARILY SURRENDERING CERTAIN LEGAL RIGHTS IN THE PROCESS.

Dated: _____

Signature of Applicant(s): _____

Participant(s): Printed Name(s): _____

Address: _____

Telephone: _____