

Berlin Parks and Recreation user responsibilities/Certificate of Insurance information - Scalise Field

1. Users will be responsible for preventing:
 - a) Smoking anywhere within the confines of the field.
 - b) Use of alcohol or drugs.
 - c) Gum, food, soda, glass/plastic containers, cigarettes, cans, bottles, confetti, sunflower seeds, tape, etc. from being placed on the field. Groups renting the field will need to clean up after the using the facility.
 - d) The use of metal or V cleats on the field.
 - e) Any vehicle on Scalise Field or on any grass area in Sage Park, except the front parking lot adjacent to 5 and 15.
 - f) Sitting on or climbing the pavilion wall.
 - g) Allowing spectators on field.
 - h) Any unlawful activity.
 - i) Football Sleds are not allowed on the field.
2. Users shall be responsible for enforcing, performing, or obtaining the following,
 - a) Obtaining prior approval to use the concession.
 - b) Selling food or articles of any kind unless have prior approval.
 - c) Not using any electrical equipment in press box other than control panel, sound system unless having prior approval.
 - d) Leaving the bathrooms clean.
 - e) Locking all gates, doors, etc when leaving.
 - f) Local Youth Leagues - Shutting off all lights when leaving. Field lights no later than 10 p.m. The on/off switch for the lights is located in the secured building beneath the press box.
 - g) Bringing equipment of any kind into facility unless having prior approval.
 - h) Returning equipment/materials used to where it was obtained.
 - i) Not using facility at any other times other than when agreed upon.
 - j) Local Youth Leagues - Returning keys to Parks and Recreation Office within one month of last usage or deposit will be forfeited.
 - k) Notifying the Berlin Parks and Recreation at 860-828-7009 or the Berlin Superintendent of Parks and Grounds at 860-828-7027 of any cancellation of activity. The Superintendent can also be contacted through the Berlin Police Department at 860-828-7080 who will contact him directly. If Renter is canceling an activity, the Berlin Superintendent of Parks and Grounds must be notified four (4) hours prior to start of event to avoid Parks and Grounds staff costs, if applicable.
3. To qualify for the "adult local rate", each adult team, league, or user must indicate on the roster those members who live or work full-time in Berlin. In addition, they may be required to submit proof of residence or employment for each player by a method as determined by the Parks and Recreation Department. Seventy-five percent (75%) of each adult team, league or user must either live or work full-time in Berlin. To qualify for the "youth local rate", each youth team, league or user must indicate on the roster who lives in town and list their address. Seventy-five percent (75%) of each youth team, league or user must live in Berlin.

4. Any damaged, lost or stolen items relating to the Premises are at Renter's risk and Renter is solely responsible to Berlin. Renter must notify the Superintendent of Parks and Grounds.
5. Deposit fee will be forfeited if the Berlin Parks and Recreation Department determines that rules, regulations for use of the facility have not been followed. If facility usage deposit fee is forfeited another deposit fee is required to continue to use the facility.
6. **Certificate of Insurance information – all groups that rent Scalise Field must submit insurance information before they are allowed to use the field.**

Indemnification and Insurance. Berlin shall not be responsible for the loss or damage to property, or any bodily or other injury to persons, relating to or occurring on or about the Premises, by reason of any existing or future condition, defect, matter or thing on or about the Berlin Premises or for the acts, omissions or negligence of any persons on and about the Berlin Premises, unless caused by the willful misconduct, gross negligence or recklessness of Berlin, its agents, employees or contractors. Renter agrees to indemnify, save and hold Berlin, its agents, employee or contractors harmless from all claims, liability, losses, suits, fees, expenses and judgments for loss or damage to property, or any injuries to persons relating to or occurring on or about the Berlin Premises, unless caused by the willful misconduct, gross negligence or recklessness of Berlin, its agents, employees or contractors.

Renter shall maintain insurance relating to its use of the Premises through insurance companies properly licensed and qualified to do business in the State of Connecticut in the amount of \$1,000,000.00 for liability and \$2,000,000.00 in general aggregate. Policies shall be issued in the name of the Town of Berlin; 240 Kensington Road, Berlin, CT 06037 and a certificate thereof shall be delivered to Berlin prior to the use of the Premises. Renter's obligations to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance provided Berlin shall be named as additional insured thereunder, as its interest may appear, and that the coverage afforded Berlin will not be reduced or diminished by reason of the use of such blanket policy insurance, and provided further that the requirements set forth herein are otherwise satisfied.

In Certificate Holder Section: Address : Town of Berlin 240 Kensington Road, Berlin CT 06037

In Description of Operations/Locations Section: Town of Berlin is the certificate holder and additional insured.

An additional insured endorsement is also needed for your company, group or organization.

7. The Berlin Parks and Recreation Department retains the right to cancel usage of the facility at any time without any objection or liability except for the return to the Renter of any deposits or fees paid to the Town of Berlin.