

**Recreation Field and Facility Use Application Request**  
**Sawyer Park**  
**Town of Kensington, New Hampshire**

Rev. 04/29/2022

Please complete this application 2 weeks before the event to request the use of a Sawyer Park & Facility. Return your application, rental fee, and deposit to Sawyer Kensington Trust, 22 Cottage Road, Kensington NH 03833. You may also email your completed application to: [trustee@sawyerkensingtontrust.org](mailto:trustee@sawyerkensingtontrust.org)

(Please submit fees in two checks)

**Reservation Procedures**

Requests will be classified and handled on an availability basis with the following priorities:

- Type I: Programs and activities of the Town of Kensington and those sponsored by the Town of Kensington Recreation & Social Committee and Kensington Elementary School have priority use of any and all facilities.
- Type II: Kensington-based nonprofit organizations, including but not limited to, youth and/or adult athletic leagues, girl/boy scout groups, church groups, service clubs, civic associations, etc.
- Type III: Non-Kensington-based non-profit organizations and private individuals or businesses, and all others.
- In-season sports will take precedent over out-of-season sports (baseball in spring & soccer in fall)
- Sawyer Kensington Trust will collect all requested fees and necessary paperwork prior to facility use. Sports organizations requesting multiple date usages (other than Type I groups defined above) will be required to submit a fee deposit at the time application is approved, representing 50% of the total fee to be assessed based on all dates requested. **Until payment is received, no reservation is finalized.**
- Copy of valid Driver's License or valid state ID (for proof of residency) is required and is to be submitted with Use Application Request and fees.
- Failure to pay requested fees timely or submit required paperwork will result in disqualification of request.
- The Sawyer Kensington Trust reserves the right to cancel reservations if necessary. If this occurs, the rental group will receive a full refund.

**Rental Fee Reduction for Certain Non-Profit Groups**

To promote the use of the park by local non-profit organizations, the Town offers the following rental fee reduction for qualifying organizations: Criteria for a fee reduction:

1. Requesting organization is a not-for-profit organization.
2. Kensington residents must be among the organization's participating users for the requested event(s). Evidence of this participation must be documented and available upon request by Trust.
3. Requesting organization must show proof of not-for-profit status.
4. All league-based organizational representatives must participate in scheduled park cleanup/field days. If the organization does not participate in these scheduled days, they will not be offered a fee reduction rate and will be billed for any balance due to the Trust. The Trust will coordinate these

efforts.

5. Organization must meet current all other rental application qualifications.

To organizations meeting the qualifications, a 20% reduction will be applied to the total field use portion of the rental rate. An applicable light usage fee is not included in the reduction.

### **Cleaning Fees & Miscellaneous Charges**

An additional fee of \$100.00 per hour of labor incurred will be assessed by the Trust for any additional cleaning and/or repairs required due to failure of the reserving party to thoroughly police and clean areas after use, or by excessive waste/damage to the reserved area, grounds, restrooms, parking areas, field equipment, field lights, etc. The damage/repairs identified and made will be itemized and billed to the reserving organization once the use is terminated and the area is returned to its pre-rental state. Any additional fees billed to the reserving organization that is unpaid will result in legal action to collect fees and will disqualify the reserving organization from any future facility reservations.

### **Cancellation Fees**

- All cancellations made within a 48-hour notice will receive a full refund.
- Cancellations made with less than a 48-hour notice will receive a 50% refund.
- Exceptions:
  - A full refund will be allowed (field use fee) up to one hour before reservation if ball fields are unplayable due to extreme weather. Reserving organization must contact identified Trustee to cancel.
  - If the game has already commenced before the decision to cancel is communicated or lights have been turned on, the light-use fee will be applied and billed to the organization.

### **Rental Rates**

**Rental Fees AND a minimum refundable security deposit of \$100.00 are required and due at the time of reservation submission for ALL park and recreational facility rentals. Please submit two checks.**

#### **Playing Field Fees:** Youth Baseball/softball fields and Adult Softball Field

- Resident: Security deposit required
- Non-resident and Groups: \$50.00 per field per hour

#### **Multi-Purpose Field:**

- Resident: Security deposit required
- Non-resident: \$60.00 per hour

#### **Pavilion/Building Fees:**

- Resident: Security deposit required
- Non-resident: \$50.00 per hour

## Band Stand

- Resident: Security deposit required
- Non-resident: \$100.00 per hour

## Lights from dusk to 10:00 pm:

- Resident/Non-resident: \$75.00 per field, per date. The fee must be paid in full at the time of the request.

The Sawyer Kensington Trust reserves the right to review all fees.

## Parks, Fields, and Open Space Rules of Use

- A. Permit required for organized groups of 25 or more.
- B. Alcoholic beverages will be permitted only after securing a permit from the Kensington Board of Selectmen. No underage possession or consumption of alcoholic beverages is permitted.
- C. Overnight camping is not permitted except with permission from the Sawyer Kensington Trust.
- D. The park is open from sunrise to 10 p.m. except December 31st through March 31st when the hours are open dawn to dusk unless specifically authorized by the Sawyer Kensington Trust.
- E. Fires are permitted only after securing a permit from the Kensington Fire Department.
- F. Grilling is permitted only after the park use application is submitted and approved by the Sawyer Kensington Trust and a permit is approved by the Kensington Fire Department. Grilling is only propane, no charcoal.
- G. No mini-bikes, motorcycles, or summer recreation vehicles are permitted beyond the parking lot. Violators will be ticketed and towed.
- H. No retail sales within the Sawyer Kensington Park property without prior permission of the Trust. I. Authorized vehicles are only allowed beyond the gate.
- J. Skateboards, rollerblades, and scooters are allowed only in the skate park areas.
- K. Horses on woodland trails only.
- L. A person may not indulge in riotous, threatening, or indecent conduct or abusive, threatening, or obscene language. Violations will be reported to the Kensington Police Department.
- M. No animal may be brought on park property **unless leashed**, and always entirely within the control of the person bringing it on park property. Poop must be scooped. No animals are allowed on playing fields.
- N. Hours – Facility use should not extend outside of the hours approved reservation/allocation request.
- O. Personal Conduct – No person shall improperly conduct him/herself within the parks to annoy or disrupt any other person using the parks.
- P. Disposal of Waste – The permit holder will leave the field and surrounding areas in a clean, neat condition. All waste, garbage, and recyclables shall be disposed of in receptacles designated for this purpose. If it is necessary for the Trust to provide cleaning services following a reserved activity the permit holder may be charged an additional fee (see page 1) and a review of future use will occur.
- Q. Damage to Town Property – No person shall damage, deface, destroy, or remove any park property, including but not limited to signs, structures, equipment, natural growth, or other material. Violators will be billed for damages.
- R. Motor Vehicles – No person shall operate, stop, or park any motor vehicle except in designated areas. Nor shall any person operate any motor vehicle, in a reckless or negligent manner, or in such a manner as to become a nuisance to other park users.
- S. Sound Equipment – No person shall use any sound amplification equipment in the parks except by

special permission from the Sawyer Kensington Trust.

- T. Explosives and Fireworks – No person shall have in his/her possession or ignite any fireworks within the parks, fields, or town-owned facilities without written permission by the proper authorities.
- U. Failure to comply with park regulations may cause the cancellation of reservation and forfeit the use of town facilities in the future. Reservations are revocable at any time for any violation of rule, ordinance, or state law.
- V. Parking - Parking spaces are available on a first-come, first-serve basis. In the event, there are a number of activities going on at the same time and the lots get full, people may need to park as far away as the parking lot at the Town Hall and walk. Parking must be in designated spaces within lines, no parking on grass or the street.
- W. PENALTY: Failure to follow these rules will result in the notification of the Police Dept., removal from the park, and shall be liable to a penalty of not less than \$100.00 for each offense.

I agree to adhere to all of Parks, Fields, and Open Space Rules of Use.

Applicant's Initials: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTACT INFORMATION**

Name/Organization: \_\_\_\_\_

Organization Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Please mark with X all that apply:

TYPE I  TYPE II  TYPE III  Single Use  Seasonal Use  Tournament Use

\*Rates for seasonal and tournament use vary depending upon user category and criteria

**RESERVATION DETAILS**

Please mark with an X:

BANDSTAND  MULTI-PURPOSE FIELD  YOUTH SOFTBALL FIELD  YOUTH BASEBALL FIELD

ADULT SOFTBALL FIELD  PAVILION  GRILLING PERMIT REQUEST \*  APPROVAL FOR GRILLING

ALCOHOL PERMIT REQUEST \*\*  APPROVAL FOR ALCOHOL PERMIT

**\*Grilling permit requests must obtain a permit from the fire department with Chief True at 603-918-1615.**

**\*\* Alcoholic beverages permit must be obtained from the Town of Kensington.**

Date(s) of Request: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Rain Date: \_\_\_\_\_

Expected Number Attending: \_\_\_\_\_ Residents: \_\_\_\_\_ Non-Residents \_\_\_\_\_

Number of Automobiles: \_\_\_\_\_ Cars: \_\_\_\_\_ Buses: \_\_\_\_\_ Other: \_\_\_\_\_

Is the event open to the public? \_\_\_\_\_ Will admission be charged? amount? \_\_\_\_\_

Do you request to place any items on site? (sign, banner, booth, tent, etc.) \_\_\_\_\_

- size of item \_\_\_\_\_ date(s) placed on site \_\_\_\_\_

Does your organization have liability insurance? \_\_\_\_\_

Please include a copy of certification of insurance for our files.

**The applicant must provide a certificate of insurance or request a waiver from procuring insurance when requesting usage of any town property or building and receive approval of such a waiver prior to permission being granted under this application. Required amounts: General Liability/Bodily Injury/Property Damage (combined) \$1,000,000 with additional personal injury of \$300,000 AND the Town of Kensington and the Sawyer Kensington Trust listed as additional insured.**

The Town and Trust reserves the right to require the applicant to maintain insurance coverage on the day of the event, naming the Town of Kensington, and the Sawyer Kensington Trust as the additionally insured.

**All parties using the Sawyer Park Facilities pursuant to this rental agreement shall possess any and all licenses, rights, or other permission required by law for use of such Facilities. Moreover, in consideration for granting permission to use the Park and Recreation Facilities, the user and his/her/its respective successors and assignees covenants and agrees to indemnify, release and hold harmless the Town of Kensington and the Sawyer Kensington Trust, its officers, agents, and employees, from and against any and all claims, liabilities, damages, costs, losses, expenses, and fees, including but not limited to reasonable attorneys' fees, for personal injury, including death, damage to or loss of property, and claims for worker's compensation whether or not any of the above arise from the negligence of the Town, that user or User's guests or invitees, may incur arising from or related to the User's use of the Facilities.**

By signature hereupon you agree to accept responsibility for the activity described above, and attest that all information is true and correct.

Signature: \_\_\_\_\_

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

Application Received by Trust: \_\_\_\_\_

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

Permission Issued by Trust: \_\_\_\_\_

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

WAIVER OF FEES MAY BE CONSIDERED FOR RECOGNIZED TOWN GROUPS, ORGANIZATIONS, AND COMMITTEES.