



# Facility Use Application

Application Date \_\_\_\_\_

Event Date: \_\_\_\_\_ Hours of Event: From \_\_\_\_\_ am/pm To \_\_\_\_\_ am/pm  
(Request must include set-up and clean-up time)

Second Date Option: \_\_\_\_\_ Third Date Option: \_\_\_\_\_

First Contact/Responsible Party/Organization: \_\_\_\_\_

Second Contact/Responsible Party: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Size of Group/Estimated Attendance: \_\_\_\_\_

(Note: If group exceeds facility capacity, the function will be terminated without refund)

## Requested Facilities –

☐ Berkeley 2000 Gymnasium: Event \_\_\_\_\_  
\_\_\_\_ Court 1      \_\_\_\_ Court 2  
\_\_\_\_ Main      \_\_\_\_ Quad

☐ W. Randy Smith Gymnasium: Event \_\_\_\_\_  
\_\_\_\_ Court 1    \_\_\_\_ Court 2    \_\_\_\_ Courts 1&2  
\_\_\_\_ Court 3    \_\_\_\_ Court 4    \_\_\_\_ Court 3&4

☐ Berkeley 2000 Room:  
\_\_\_\_ Community

☐ W. Randy Smith Room:  
\_\_\_\_ Large      \_\_\_\_ Small

☐ Berkeley 2000 Party Package: Event \_\_\_\_\_  
\_\_\_\_ Quad and Community

☐ W. Randy Smith Party Package: Event \_\_\_\_\_  
\_\_\_\_ Courts 1&2 and Conference  
\_\_\_\_ Courts 3&4 and Conference

☐ Dance Room:  
\_\_\_\_ Large

☐ Pool House Multi-Purpose Room:  
\_\_\_\_ War Memorial Park

☐ DuPont Soccer Complex:  
\_\_\_\_ Field 1      \_\_\_\_ Field 2  
\_\_\_\_ Field 3      \_\_\_\_ Field 4  
\_\_\_\_ Field 5      \_\_\_\_ Field 6

Below options may require additional fees and may not be available at all facilities:

- Tables:  
☐ No                      ☐ Yes                      Number of Tables: \_\_\_\_\_
  - Chairs:  
☐ No                      ☐ Yes                      Number of Chairs: \_\_\_\_\_
- 

### **Facility Rental Fees**

- Fee Schedule:  
See current Facility Rental Fee Schedule for a full list of fees.
- Returned Check Fee:  
For your convenience, if your check is dishonored or returned for any reason, we will electronically debit your account for the amount of the check plus a processing fee of \$25.00. If an applicant has a returned check, they will be required to pay by cash or money order for any future reservations.
- Merchant Fee:  
There is a standard Merchant Fee that the card processing companies charge. That 2.6% Merchant Fee will be attached to any credit/debit card transactions made online or in person. This fee does not impact check or cash transactions. Accepted cards are Mastercard, Visa and Discover.
- Cleaning Fee:  
If the facility (including parking lot) is not left in satisfactory condition, a \$100.00 Cleaning Fee will be added to my account to return the facility to its original condition. This fee must be paid ten (10) business days after my reservation if I have left the facility in unsatisfactory condition. No future reservation or activity registrations will be accepted until the fee is paid.

### **Hold Harmless Agreement**

The undersigned, in consideration of being granted permission to use the Martinsburg-Berkeley County Parks & Recreation Board facilities and property, agrees that undersigned shall indemnify and hold forever harmless the Martinsburg-Berkeley County Parks & Recreation Board and its employees against any liability as a result of any accident, injury or other mishap that may occur to anyone during or as a result of said use of those facilities and property. The undersigned further agrees to defend against any claim brought against the Martinsburg-Berkeley County Parks & Recreation Board or any of its employees as a result of any such accident, injury or mishap. Undersigned further covenants and agrees that it shall be covered by an appropriate liability insurance policy in the amount of no less than \$1,000,000.00 (One Million dollars), for the purpose of insuring against any injury as a result of any accident or mishap during or as a result of the use of said facilities and property.

All property maintained and operated by the Martinsburg-Berkeley County Parks & Recreation Board is owned by the City of Martinsburg, Berkeley County Commission, or Berkeley County Board of Education. Let it be understood that the undersigned agrees that undersigned shall indemnify and hold forever harmless all elected officials to these three respected bodies and its employees against any liability as a result of any accident, injury, or other mishap that may occur to anyone during, or as a result of said use of those facilities and property.

I have read, understand, and agree to abide by the Facility Use Rules and Guidelines incorporated into this document and associated with my rental of the facility, I have the authority to act on behalf of the above-named organization and I accept responsibility for actions and behavior of all participants.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Facility Rental Fee \$ \_\_\_\_\_ Deposit Amount \$ \_\_\_\_\_ Amount Owed \$ \_\_\_\_\_

|                            |   |
|----------------------------|---|
| <b>For Office Use Only</b> | <b>Approval:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO |
|                            | <b>Coordinator Signature:</b> _____ <b>Date:</b> _____                    |
|                            | <b>Notes:</b> _____   |

Please forward the Facility Use Application to:

Martinsburg-Berkeley County Parks & Recreation Board  
273 Woodbury Avenue  
Martinsburg, WV 25404  
304-264-4842  
[jason.howe@mbcparks-rec.org](mailto:jason.howe@mbcparks-rec.org)

## **General Information**

### **Making a Reservation**

- To secure a facility for a rental less than \$500, full payment is due at the time of booking along with the Facility Use Application. If the reservation is \$501 or more, a 50% deposit is required to secure the reservation with the remaining balance of the rental fee due within thirty (30) business days of the requested date.
- Any person, organization or association using park facilities for a non-related activity must submit a contract of insurance which provides:
  - 1) General comprehensive liability coverage of any claim, demand, action, suit or judgment by reason of alleged negligence or other acts resulting in bodily injury or property damage to any person arising out of the use of park property.
  - 2) For the payment of any attorney fees, court costs and other litigation expenses incurred by the Martinsburg-Berkeley County Parks & Recreation Board in connection with any claim, demand, action, suit or judgment from any allegations of negligence or other acts.
  - 3) Coverage in the amount of no less than one million dollars for each occurrence.
- The insurance required may be obtained privately or through the State Board of Risk and Insurance Management. Where provided by the State of Board of Risk and Insurance Management, the cost of the insurance, as determined by such board, shall be paid by the person, organization, or association, and may include administrative expenses.
- The endorsement must be issued by the insurance company. A notation on the certificate of insurance is not sufficient. Insurance is not required for small gatherings including parties, reunions, etc. unless those in the group are conducting business or selling products.
- Applicants must be 21 years of age or older.

## **Facility Use Rules and Guidelines**

Martinsburg-Berkeley County Parks & Recreation Board strives to provide quality facilities for your use. The following rules and guidelines are in place for everyone's safety and enjoyment of park facilities (other rules may apply). Applicants are responsible for informing all guests under this application of the terms and conditions of this document.

### **General Rules for Use of All Facilities**

- All of our facilities/parks are tobacco and alcohol-free.
- No pop-up tents, inflatable structures or playhouses, equipment, etc. permitted for private/personal rentals.
- Martinsburg-Berkeley County Parks & Recreation Board is not responsible for any lost, stolen, misplaced personal items or equipment.
- Applicant agrees to reimburse Martinsburg-Berkeley County Parks & Recreation Board for any damage of public property because of the user's use of the facility. Posting of any signage or balloons on trees, posts, light poles, and gates is prohibited.
- Applicants cannot, under any circumstances, adjust or change the settings of any electrical switch or control, including lighting, heating, and cooling systems, without approval of Martinsburg-Berkeley County Parks & Recreation Board staff.
- Applicant certifies that the information given in the application is correct. Falsification of information on the application will result in immediate dismissal from the facility, forfeiture of all fees paid including any deposits and denial for future use.
- Applicant and its guests shall not exclude anyone in participation, deny anyone benefit of, or otherwise subject anyone to discrimination because of the person's race, color, national origin, age, or disability.
- Applicant is responsible for compliance with Americans with Disabilities Act, as it relates to the event, performance, and services to be provided in relation to the event for individuals with disabilities.
- Applicant hereby guarantees and assumes full and exclusive responsibility for the safety of persons and property of all participants and activities including, without limitation, players, participants, staff, officials, agents, or lessee, spectators, and members of the public in attendance at either activity contemplated hereby or conducted by the Applicant.
- Applicant and its guests will comply with all rules and regulations established by the Martinsburg-Berkeley County Parks & Recreation Board. The Martinsburg-Berkeley County Parks & Recreation Board reserves the right to dismiss any persons from the facility. Applicant understands that Martinsburg-Berkeley County Parks & Recreation Board staff has the authority to determine if participants are strictly adhering to all rules and regulations, and we have the full authority to enforce these regulations. Martinsburg-Berkeley County Parks & Recreation Board staff must be respected and obeyed. No foul language will be permitted.
- Applicant and its guests must comply with local, state, and federal laws. This includes the prohibition of use and/or possession of weapons, alcohol, or any illegal substances on the property. If you suspect anyone attending your event is intoxicated or under the influence of drugs, it is the applicant's responsibility to escort them off the property.
- Applicant must keep all noise and music to a minimum. Martinsburg-Berkeley County Parks & Recreation Board staff will determine if the noise or music has a negative impact on other activities and has the authority to order it be turned down. Excessive noise will result in applicant's forfeiture of future facility use.

- Applicant is responsible for informing Martinsburg-Berkeley County Parks and Recreation Board staff of any injuries to participants or damages to the department facilities during rental.
- Applicants are not allowed to metal detect in the public parks. ➤
- Applicants are responsible for picking up all trash and debris after each use.

#### **Gymnasiums**

- When renting the gymnasium, applicant must specify activity so the proper equipment can be set up.

#### **Multi-Use Fields**

- Special maintenance requests must be made in writing at the time of application.

#### **Community Rooms**

- Decorations shall not be taped, nailed, stapled, or fixed in any way to walls, doors, glass, lights, electronic equipment, or ceilings.

#### **Payment Process for Ongoing Renters (more than 5 dates on a single application)**

- 50% deposit is required to secure the reservation.
- Monthly payments will be due on the first of each month for that month and must be paid in full.

#### **Cancellations**

- Cancellations must be in writing to the Recreation Coordinator.
- Cancellations made thirty days or more before reservation; a refund minus any deposit will be issued.
- Cancellations made less than thirty days before reservation; no refund will be issued.
- Cancellations due to injury or illness, medical documentation must be provided for a full refund.
- Cancellations made by Martinsburg-Berkeley County Parks & Recreation Board will be issued a full refund.
- All efforts will be made to keep approved facility reservations intact; however, the Martinsburg-Berkeley County Parks & Recreation Board reserves the right to relocate or cancel a function if necessary.

#### **Inclement Weather**

- Martinsburg-Berkeley County Parks & Recreation Board reserves the right to close any facility or cancel rentals and activities if inclement weather is imminent. Martinsburg-Berkeley County Parks & Recreation Board will make every effort to contact users in a timely manner by telephone and/or email. Applicant should attempt to contact Martinsburg-Berkeley County Parks & Recreation Board during these situations if they have not heard from Martinsburg-Berkeley County Parks & Recreation Board staff.