

# City of Petaluma Parks and Recreation Department



**Parks  
Make  
Life  
Better!**

## Tennis & Pickleball Court Rental Packet

**Please submit completed applications and signed policies to:**

Petaluma Community Center  
320 North McDowell Blvd.  
Petaluma, CA, 94954  
(707) 778-4380  
[parksnrec@cityofpetaluma.org](mailto:parksnrec@cityofpetaluma.org)

# Court Use Application

[parksnrec@cityofpetaluma.org](mailto:parksnrec@cityofpetaluma.org) 707-778-4380

This agreement is issued in accordance with the court rental use policies, procedures, and fees as established by the City of Petaluma's Parks and Recreation Department. Failure to comply by any group/individual may result in revocation of this agreement. Your court reservation date is not confirmed until all fees are paid in full and approval is received from City staff.

## CUSTOMER INFORMATION

Contact Person \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Email \_\_\_\_\_

Home Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_

Work Phone \_\_\_\_\_

## TEAM OR ORGANIZATION

Name \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_

Website \_\_\_\_\_

*Additional comments regarding your event:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## EVENT INFORMATION

Name of Event/Activity: \_\_\_\_\_

Name of Court or Courts: \_\_\_\_\_

Date(s) of Events \_\_\_\_\_

Arrival time \_\_\_\_\_ am/pm    Departure time \_\_\_\_\_ am/pm

## COURTS\*

### Tennis

- Leghorns Court #1
- Leghorns Court #2
- Leghorns Court #3
- Leghorns Court #4

- Lucchesi Court #1
- Lucchesi Court #2
- Lucchesi Court #3

- McNear Court #1
- McNear Court #2
- Del Oro

### Pickleball

- Lucchesi Court #1
- Lucchesi Court #2
- Lucchesi Court #3
- Lucchesi Court #4

\*Please keep in mind that one tennis and/or pickleball court must remain open for community use at all times

# COURT USE POLICIES

Throughout these policies the term “event” refers to any activity held on/at a tennis or pickleball court, including but not limited to: games, practices, leagues, tournaments, etc.

## **A.FACILITY USAGE**

1. **SCHEDULING:** City staff shall schedule and coordinate use of all tennis and pickleball courts. The City of Petaluma reserves the right to add activities/events and/or permit additional use of courts at any time.
2. **AVAILABILITY:** During scheduled or permitted use, one tennis and/or pickleball court must remain available for community use.
3. **RESIDENT USE:** To qualify for the resident rate, a majority of participants must be Petaluma residents. Tennis and pickleball programming should aim to have 85% of their participants be Petaluma residents. City staff reserve the right to request proof of residency for participants at any time.
4. **CONDITION:** All permittees must accept the courts and surrounding area in the condition found. The City of Petaluma makes no guarantee as to the safety and usability of any court beyond that afforded to the general public.
5. **TRASH:** All trash shall be properly disposed of in the on-site trash containers. The City of Petaluma is responsible for emptying trash containers on a routine basis. Any overflow trash shall be disposed of on an as-needed basis by the Permittee. Any trash overflowing from containers or left in undesignated areas must be properly handled by the permittee. Failure to do so may result in additional fees.
6. **PERSONAL PROPERTY:** All users are responsible for removal of their personal property from the court after each event. The city shall not be responsible for any personal property left behind. You may contact the Parks and Recreation Department at 707-778-4380 for Lost and Found items that may have been turned in.
7. **MAINTENANCE:** Use of any tennis or pickleball court may be disrupted at any time to perform necessary maintenance.

## **B.ALCOHOL**

1. Alcoholic beverages are prohibited in designated parks unless a specific permit is issued allowing alcohol.
2. No glass containers are allowed in City of Petaluma parks. City of Petaluma Ord #13.28.108

## **C.LIABILITY/INSURANCE COVERAGE/WORKERS' COMPENSATION**

1. **Comprehensive General Liability or Commercial General Liability Insurance** may be required. If insurance is required, permittee shall take out at their own expense comprehensive general liability insurance, naming the City of Petaluma, its officials, officers, employees, agents and volunteers as additional insured, at least 60 days prior to the event.
2. **Amounts of required insurance** will be based on the type and size of the event with limits of coverage between \$300,000 and \$2,000,000. Limits may be in an amount not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate if applicable.
3. The **certificate holder** should be **City of Petaluma, Office of the City Clerk, c/o 320 North McDowell Boulevard, Petaluma, CA 94954** and permittee agrees to hold harmless from any liability of damages and claim for damages for personal injury including death as well as for claims of property damage which might arise from the use of the rental facilities or furnishings.
4. Throughout the term of this Agreement, **Worker's Compensation Insurance and Employer's Liability Insurance** may be required if applicable. These must be provided with limits of not less than one million dollars (\$1,000,000) per accident. The insurance shall be endorsed to waive all rights of subrogation against the other party, its officials, officers, employees, and volunteers for loss arising from or related to the uses provided for in this agreement.
5. **Notification of Change.** Required insurance coverage may not be suspended, voided, cancelled, or reduced in coverage or in limits, unless thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

## **D. DAMAGE OR LOSS**

1. Any damage or loss to court or park equipment is the responsibility of the permittee. The permittee shall be liable for costs associated with call-outs of public workers and officials and restoring and/or replacing any damages or losses.
2. If the permittee refuses to pay, legal action may be taken. In any case, the permittee will not be allowed to use any city facilities again until full payment has been made.

## **E. CANCELLATION BY THE CITY**

1. In addition to the right to terminate this rental agreement upon permittee's default, the Parks and Recreation Department shall have the right to terminate all or part of this agreement at any time under the following circumstances:
  - (a) Upon thirty (30) days written notice.
  - (b) Immediately without notice if the City Council, City Administrative Officer, the County Emergency Services Director, or local state or federal official determines that the facility is required for public necessity or emergency use.
  - (c) Immediately without notice if the facility is damaged or destroyed.

## **F. PERMIT REVOCATION**

1. A permit may be revoked for improper conduct, improper cancellation, or failure to observe any rules, regulations or ordinances of the City of Petaluma (see "F. CANCELLATION BY CITY" section).
2. If incomplete or incorrect information regarding the nature of the event or expected attendance is given to City staff, immediate cancellation of permit may result with no refund of fees and/or deposit.
3. Any publication of the proposed activity that occurs prior to the permit being approved shall cause the permit to be denied.
4. Events that exceed attendance capacity may be immediately cancelled with no refund of fees and/or deposit.
5. Fights, vandalism or unacceptable behavior occurring during an event shall cause immediate cancellation of the permit with no refund of fees and/or deposit.

## **G. AMPLIFIED SOUND (per ORD 1990 NCS)**

The use of amplified sound in a park is prohibited unless a facility permit has first been obtained pursuant to City of Petaluma Ordinance #13.28.050. The Parks and Recreation Director/Supervisor upon approval may impose reasonable conditions concerning the location of the sound system and the maximum decibel level for the sound system to minimize the amount of amplified sound audible in adjacent parks areas and neighborhoods.

**McNEAR PARK Music Policies** – (per Ord. 1990 NCS2, 1993: Ord.1924 NCS 1, 1993: Ord. 1586 NCS 2(part), 1984. Use of live music/amplified sound, with live music in McNear Park LIMITED TO 10 AM TO 3 PM.

## **H. SALE OF FOOD AND MERCHANDISE**

1. No person shall sell or offer for sale any goods, wares, merchandise, or beverages without the prior written approval of the Park and Recreation Director or Supervisor.

## **I. SECURITY & SUPERVISION**

1. Based on the size and type of the event, additional security and supervision may be required. Arrangements and costs are the responsibility of permittee.
2. The City of Petaluma shall have the absolute right to enter premises herein specified, or any portion thereof, at any time.

## **J. ADA COMPLIANCE**

In compliance with the Americans with Disabilities Act of 1990, renters are prohibited from discriminating against individuals with disabilities in any events, programs, or activities. RECREATIONAL OPPORTUNITIES FOR PERSONS WITH DISABILITIES: We welcome persons with disabilities to participate in any class or activity offered by the Petaluma Parks and Recreation Department. We will make reasonable effort to accommodate the participants' special needs so that they may enjoy the recreational opportunities offered by our department.

**HOLD HARMLESS AND RELEASE AGREEMENT:** In consideration of participation in this rental, the Permittee agrees to indemnify and hold harmless, and to release, waive, and discharge, the City of Petaluma, and its agents, officers and employees, and any community organization co- sponsoring the program, from any and all liability to any person or entity for any injury, including death, or property damage, arising out of or in any way connected with participation by the undersigned and/or other persons pursuant to this permit, including injuries or property damage, except those arising from the established active sole negligence or sole willful misconduct of the City or the City's officials or employees. To the extent a release and/or waiver of any type is obtained from any participant in the event/activity, said release and/or waiver shall expressly include the City, its employees, agents and representatives as released parties. Said provision(s) shall confirm that the City, its employees, agents and/or representatives are released from all claims or damages of any type which may arise or are in any way related to participation in said event/activity.

**My signature below signifies that: I am 21 years old or older; I agree to abide by all the conditions of this application; and I also agree to pay to the City of Petaluma all costs the City may incur as a result of any failure to fully comply with all of these conditions.**

**I HAVE READ THE ABOVE HOLD HARMLESS AND RELEASE AGREEMENT AND FULLY UNDERSTAND THAT I ASSUME ALL RISKS FOR ANY INJURIES AND PROPERTY DAMAGE SUFFERED.**

\_\_\_\_\_  
SIGNATURE (of permittee)

\_\_\_\_\_  
SUPERVISORS SIGNATURE OF APPROVAL

\_\_\_\_\_  
PRINTED NAME (of permittee)

\_\_\_\_\_  
TODAY'S DATE

TODAY'S DATE

# COURT USE FEES

## Court Use Rental Rates

	Petaluma Resident	Non-Resident
Tennis Courts – League Play	\$10 per hour, per court	\$12 per hour, per court
Pickleball Courts – League Play	\$10 per hour, per court	\$12 per hour, per court

- **Fees:** All fees are due and payable thirty (30) days prior to scheduled use, unless other arrangements are approved.
- **Deposit:** A deposit may be required, depending on nature of event.
- **Clean-up Responsibilities:** Permittee must leave the court restored to a clean condition, including the disposal of all trash. If City staff is required to conduct extra cleaning resulting from permittee use, additional fees will be charged.

# INSURANCE REQUIREMENT

Please provide this page to your insurance agent.  
Additional requirements may be requested.  
*07-04 Insurance not accepted.*

## INSURANCE REQUIREMENT

<b>Description Block</b>	Name and Event Date
<b>Certificate Holder</b>	City of Petaluma Office of the City Clerk c/o 320 N. McDowell Blvd Petaluma, CA 94954
<b>Additional Insured</b>	The City of Petaluma, its officials, officers, employees, agents, and volunteers are listed as additional insured.
<b>Liability Amounts</b>	Each Occurrence: \$1,000,000 (in an occurrence policy) Damage to Rented Premises: \$1,000,000 Personal and ADV Injury: \$1,000,000 General Aggregate: \$1,000,000 Products-COMP/OPAGG: \$1,000,000  <b>*** Must Show Proof of Host Liquor Liability if serving alcohol***</b>
<b>Cancellation</b>	Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named above.
<b>Required Documents</b>	<ol style="list-style-type: none"><li>1. Certificate of Liability Insurance</li><li>2. Additional Insured Endorsement (CG 20 12 04 13 or comparable) naming the City of Petaluma, its officials, officers, employees, agents, and volunteers as additional insured.</li></ol>

