City of Petaluma Parks and Recreation Department



Athletic Field Rental Packet

Please submit completed application and signed policies to:

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

FIELD USE APPLICATION

This agreement is issued in accordance with the field 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 cause reason to revoke this agreement. Your field reservation date is not confirmed until reviewed by City staff and all fees are paid in full.

CUSTOMER INFORMATION		
Contact Person	EVENT INFORMATION	
Contact Person	Name of Event/Activity:	
Street Address	Name of Field or Fields:	
City, State, Zip		
Email	Date(s) of Event	
Home Phone	Arrival time <u>am/pm</u>	Departure time <u>am/pm</u>
Cell Phone	FIELDS	
Work Phone	Softball/Baseball	Soccer/Multi-Use
TEAM OR ORGANIZATION	Leghorns Baseball	Bond Park Multi-Use Field
Name	Leghorns Softball	City Hall Lawn
	Lucchesi Little League (PALL)	McNear Park Multi-Use Field
Street Address	McDowell Little League (PVLL)	Prince Park Soccer Field North
	McNear Baseball	Prince Park Soccer Field South
City, State, Zip	McNear Softball	Wiseman Soccer Field North
	Prince Baseball	Wiseman Soccer Field South
Phone	Prince Softball 1	Eagle Park Multi-Use Field
	Prince Softball 2	
Website	Prince Softball 3 (lighted)	Synthetic Turf
	Wiseman Softball North	Lucchesi Multi-Use Field
Additional comments regarding your event:	Wiseman Softball South	Lucchesi Miracle League Field
		P. Community Sports Field #1P. Community Sports Field #2P. Community Sports Field #3

FIELD USE POLICIES

Throughout these policies the term "event" refers to any activity held on/at an athletic field or park, including but not limited to: games, practices, tournaments, and private parties.

A.FACILITY USAGE

- 1. SCHEDULING: Fields open at approximately 7:00am and close at 10:00pm, no exceptions. All fields are subject to City of Petaluma scheduled activities, in which case signage will be posted. City staff shall schedule and coordinate all use of athletic fields and parks. The City of Petaluma reserves the right to add activities/events and/or permit additional use of athletic fields or parks.
- 2. VEHICLES: No vehicles in parks or on athletic fields except emergency vehicles. All parking shall occur in designated parking areas and shall not occur on any grassed or turf area. All parking signs shall be followed.
- 3. **KEYS:** Keys may be provided for lights depending on the athletic field or park. Lights must be turned off when scheduled use is completed. Keys to be returned to Petaluma Community Center no later than 12 hours after use unless other arrangements made with City staff.
- 4. RAIN: Use of natural grass fields may be prohibited after heavy or extended rain. All field closures are at the discretion of the Parks and Facilities Manager. If there is any uncertainty as to playability of fields, please contact the Parks and Recreation Department.
- 5. HOURS OF USE: Hours requested should include time for any of your group's special setup and cleanup needs. Individuals associated with your event will not be allowed to enter the athletic field/park before the time indicated. All individuals associated with the event must vacate the athletic field/event by the indicated ending time. NO EVENT CAN EXTEND BEYOND 10:00 PM (City Municipal Code)
- 6. **CONDITION:** All permittees must accept the athletic field/park and surrounding area in the condition found. The City of Petaluma makes no warranty as to the safety and usability of any athletic field/park beyond that afforded to the general public.
- 7. **TRASH**: All trash shall be properly disposed of in the on-site trash containers. The City of Petaluma shall be responsible for emptying trash containers on a routine basis. Any overflow trash shall be disposed of on an asneeded basis by the Permittee. At no time shall trash be overflowing in containers or left in undesignated areas, and failure to do so may result in additional fees.
- 8. **PERSONAL PROPERTY**: All users are responsible for removal of their personal property from the athletic field/park 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.
- 9. GENERATORS: Use of generators and fireworks in public parks is prohibited.
- 10. DOGS: Dogs must be on leash, except during posted off-leash hours. Owners must clean-up after their dogs.
- 11. **PORTABLE RESTROOMS**: Portable Restrooms may be required for your event. Restrooms will be placed in a mutually agreed upon location and will be sufficient for public use. The cost of placing, maintaining, servicing, and removal of any such portable restrooms shall be paid by the City of Petaluma or by community sports organizations, at the City's discretion.
- 12. **MAINTENANCE**: Use of any athletic field or park 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 or athletic fields. City of Petaluma Ord #13.28.108

C.LIABILITY/INSURANCE COVERAGE/WORKERS' COMPENSATION

- Comprehensive General Liability or Commercial General Liability Insurance may be required. If insurance is required, permittee shall take out at their 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.
- 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 and its officials, officers, employees, and volunteers for loss arising from or related to the uses provided for in this agreement.
- 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 athletic fields 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.CANCELLATIONS/RESCHEDULING

- 1.72 hours advance notice is required for cancellation of athletic field or park space reservations, along with refunding of all associated fees.
- 2. A \$25 processing fee may be charged for any cancellation or rescheduling less than 72 hours in advance.
- 3. If the nature of the event or the number of participant's changes, the Parks and Recreation Department must be notified at least 10 days in advance, and if necessary, fees will be charged in accordance with applicable rates. The Parks and Recreation Department reserves the right to disapprove of any such changes.

F.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 part or all of this agreement at any time in 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 destroyed or damaged.

G.PERMIT REVOCATION

- 1. A permit may be revoked for failure to observe any rules, regulations and ordinances of the City of Petaluma, for improper conduct or cancellation by City (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 and no refund of fees and/or deposit.

H.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 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.

I. 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 Parks and Recreation Director/Supervisor.

J. 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 all times.

K. 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 permitee)

SUPERVISORS SIGNATURE OF APPROVAL

PRINTED NAME (of permitee)

TODAY'S DATE

TODAY'S DATE

FOR USE OF SCHOOL FIELDS ONLY:

(In addition to signing the above agreement, if you are renting/using a school facility, please sign below)

The undersigned who is to be in charge of the use specified is twenty-one (21) years of age or over. He/she agrees to be responsible to the City and, where applicable, the Board of Education/Trustees for the use and care of the above specified field(s).

He/She further agrees to indemnify, defend, and save harmless the City of Petaluma and the Petaluma School Districts, Old Adobe Union School District or Waugh School District arising in any respect, directly or indirectly, out of the use or occupation of any part of the above-described premises by the applicant or any officer, agent, employee, representative, patron, customer, admittee, invitee, guest or other person in or on such premises at the direction, request or invitation of, or pursuant to any negligence on the part of the City of Petaluma and the Petaluma School Districts, Old Adobe Union School District or Waugh School District (where applicable).

The undersigned agrees that the event/activity will be conducted in accordance with and subject to the terms and conditions of this permit.

SIGNATURE (of permitee)

SUPERVISORS SIGNATURE OF APPROVAL

PRINTED NAME (of permitee)

TODAY'S DATE

TODAY'S DATE

FIELD USE FEES

Field Use Rental Rates

	Petaluma Resident	Non-Resident	Non-Resident/ Youth
Natural Grass and Miracle League Field	\$79 per day	\$79 per day	\$79 per day
Synthetic Turf Hourly Use	\$79 per hour	\$119 per hour	\$79 per hour
Synthetic Turf Day Rate (12-hour minimum)	\$463	\$926	\$463
Field Lights (Synthetic Turf and Prince Park)	\$34 per hour	\$34 per hour	\$34 per hour

RESIDENT YOUTH LEAGUES: * Little League: \$8/member *Soccer/Lacrosse: \$10/member * Girls Softball: \$8/member*

- 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.
- Field Usage: Fields open at 7:00 am and close at 10:00 pm. When using field areas, permittee must have their permit in possession at all times.
- Synthetic Turf Rules & Guidelines: Rules apply within Fenced Boundaries of the Turf Field:

-No Dogs

-No Lawn Chairs

-No Glass Beverage Containers

-No Smoking of any kind

-1/2" molded cleats/turf shoes only

-NO CLEATS on Miracle League Field

- **Rain Policy**: Use of natural grass fields may be prohibited after heavy or extended rains, and closure signage will be posted. If there is any uncertainty as to playability of athletic fields, please contact the Parks and Recreation Department at 707-778-4380.
- **Clean-up Responsibilities**: Permittee must leave the field 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

Description Block	Name and Event Date
Certificate Holder	City of Petaluma Office of the City Clerk c/o 320 N. McDowell Blvd Petaluma, CA 94954
Additional Insured	The City of Petaluma, its officials, officers, employees, agents, and volunteers are listed as additional insured.
Liability Amounts	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 *** Must Show Proof of Host Liquor Liability if serving alcohol***
Cancellation	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.
Required Documents	 Certificate of Liability Insurance 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.