FACILITY RENTAL CONTRACT

PICKLEWEED PARK
PICNIC AREAS AND
PLAYING FIELDS

CITY OF SAN RAFAEL
COMMUNITY SERVICES DEPARTMENT
SAN RAFAEL, CALIFORNIA

DATE SUBMITTED: _____

This application/contract is issued in accordance with the policies established by the City Council of the City of San Rafael. Failure to comply with policies may cause reason to revoke this agreement.

PLEASE REVIEW ALL RULES AND REGULATIONS ON REVERSE PRIOR TO COMPLETING APPLICATION

_____
Name of Applicant | Street | City | Zip Code | Home Phone | Work Phone

_____
Name of Organization (if applicable) | Street | City | Zip Code | Phone | Fax Number

_____
Type of Activity | Estimated Attendance

Facilities Requested: (check) Picnic Area:____ Field #1:____ Field #2/Baseball Field:____

If requesting a playing field, do you need Soccer Goal Posts and Nets? (check) *Yes___No___ *If yes: ADULT___ YOUTH___

Date(s) of Use:_____ Hours:_____ to _____

Day(s) of Week: (circle) Monday Tuesday Wednesday Thursday Friday Saturday Sunday

	YES	NO
Are you a non-profit organization? Non-Profit #:_____	_____	_____
Is this event a fundraiser?	_____	_____
Is this event open to the public?	_____	_____
Will admission be charged?	_____	_____

HOLD HARMLESS/MANDATORY ARBITRATION AGREEMENT

As an applicant for use of City of San Rafael areas or facilities, I hereby agree to assume all risks for loss, damage, liability, injury, cost or expense that may arise during or be caused in any way by use or occupancy of an area or facility of the City of San Rafael.

I hereby agree to indemnify and hold harmless the City of San Rafael and its officers and employees and any community organizations cosponsoring the program, from and against any and all liability for any injury which may be suffered by me or my child, arising out of or in any way connected to use of property, facilities, or programs of the City of San Rafael.

MANDATORY ARBITRATION OF CLAIMS AGAINST THE CITY. It is hereby expressly understood that any claim asserted against the City of San Rafael by the undersigned participant, either on behalf of him/herself or on behalf of another person, on account of bodily injury, mental disturbance, death or property damage, sustained as a result of, or for any reason connected to the use of City of San Rafael property, facilities, or programs pursuant to this rental contract will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court proceedings. **THE CITY AND THE UNDERSIGNED BY EXECUTION OF THIS CONTRACT ARE GIVING UP THEIR CONSTITUTIONAL RIGHT TO HAVE ANY DISPUTE DECIDED IN A COURT OF LAW BEFORE A JURY AND INSTEAD ARE ACCEPTING THE USE OF ARBITRATION.**

I HAVE READ BOTH SIDES OF THIS PERMIT AND AGREE TO ABIDE BY THE GENERAL POLICY AS STATED.

Driver's License No._____ City_____ _____
Signature of Applicant

For Office Use Only

FACILITY	Hours		Rate		Total
o **Picnic Area**	_____	@	_____	=	$_____
o **Field #1**	_____	@	_____	=	$_____
o **Field #2/Basball Field**	_____	@	_____	=	$_____
			Total Rental Fee:		$_____

	Date Received	Amt./Initials	Date Refunded
Deposit:	_____	_____	_____
Rental Fee:	_____	_____	

Use Permit Approved by:

_____
Signature Date

5/01 dpd