City of Santa Clarita – Fields/Sand Volleyball Agreement for Use (Policies and Use Procedures)

A. GENERAL INFORMATION:

- 1. "Agreement for Use" forms and other required documents for field rentals must be filed and all fees paid at time of application. All fees including security deposit can be paid by check, money order, credit card, or cash.
- 2. Approved Agreement for Use forms may not be transferred, assigned, or sublet.
- 3. Driving, operating, or parking any motor vehicle within the City parks and/or facilities is prohibited, except in areas specifically designed as parking areas.
- 4. City facilities are closed and no reservations will be accepted for the following City-observed holidays: New Year's Eve, New Year's Day, Martin Luther King Jr. Day, President's Day, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day.
- 5. Allocation of fields will be the sole responsibility of the Recreation and Community Services Department. All City field reservations must be made a minimum of 14 days and a maximum of six (6) months in advance with payment on a first-come, first-served basis.
- 6. In the case that two or more parties request the same date/time and location, priority will be given in the order as noted below. In the event of a tie, City staff will attempt to facilitate equitable distribution of the request among the requesting parties. City sponsored or co-sponsored, activities, and/or events take priority over each group classification. This includes City recreation programs and/or leagues. As such, community group classification is as follows:

Group A - Agencies with approved Facility Use Agreements (JUA or MOU) with the City of Santa Clarita

Group B – Local Non-Profit Youth Organizations with a 501(c)3 or 501(c)4 status comprised of at least 75% residents of the City of Santa Clarita

Group C – Local Non-Profit Youth Organizations with a 501(c)3 or 501(c)4 status comprised of less than 75% residents of the City of Santa Clarita.

Group D – Local Non-Profit public or private school with a 501(c)3 or 501(c)4 status comprised of at least 75% residents of the City of Santa Clarita

Any group not listed above will be offered field time based on availability after the allocation process.

** Proof of Non-Profit status – 501(c)3 or 501(c)4 required

- 7. Field reservations must follow the City's Field Allocation Policy.
- 8. At the conclusion of games, practices, and activities, organizations must leave the park/facility quickly, quietly, clean and clear of debris.
- 9. User groups must designate representative, an adult 18 years or older, to be present during any/all practices and/or game time (s) at each City field/facility used.
- 10. Denial of Agreement for Use may be made by the Department on the basis of the following reasons:
 - a) The field is incapable of accommodating the proposed activity for the number of participants involved.
 - b) The applicant has failed to comply with all the conditions required for the activity, or with the facility usage policies, procedures, and/or regulations.
 - c) Falsification or omission of information provided to the City's Recreation and Community Services division.
 - d) The nature of the activity may endanger the participants, facility, equipment, or staff.
 - e) Or based on any substantive reason(s), as deemed by the City.
- 11. Failure to abide by the aforementioned Field Allocation and Use Procedures may result in:
 - Loss of security deposit
 - Cancellation of permit without a refund
 - Other action as deemed appropriate by the Director of Recreation and Community Services.
- 12. All groups and individuals using City facilities must comply with City, County, State, and Federal laws. Failure to abide by these laws or established Recreation and Community Services Department policies and regulations shall result in the loss of an Agreement for Use/Permit and forfeiture of all fees and deposits.
- 12. Changes, alterations, or defacement of property to any facility, its furnishings, or equipment will not be permitted, i.e. removal of rubber pitching plates, or inset bases. Any person or group causing damage to property or equipment will be required to pay for current cost of repair including labor, or replacement to restore furnishings or equipment to its original condition. Until full payment for damage is received, the City shall have the right to deny future applications without any stated cause.
- 13. For events open to the public that offer food or items for sale, a current Seller's Permit and/or Los Angeles County Health Permit are required. Proof of permit(s) are required (2) weeks prior to the event.
- 14. Advertising materials, flyers, or other promotional material is prohibited unless prior approval from the Director of Recreation and Community Services.
- 15. During inclement weather, the City Park's staff will assess the playability of all City owned fields to determine if use will occur. Closure of the fields will be determined by 2:00 p.m. Monday through Friday, and 7:00 a.m. on Saturdays and Sundays and posted on the City's website at www.santa-clarita.com/fieldconditions.
- 15. Storage of property is not permitted.

- 16. Alcohol, smoking or tobacco use is prohibited at all City facilities.
- 18. Animals at the park:
 - a) A person may only bring and maintain in any park a dog or cat if such dog or cat is kept on a leash or chain with a length not to exceed 6 feet and under full control of its owner (14.06.100).
 - b) Animals are not permitted in any indoor amenity, swimming pool, or skate park. This section does not apply to guide dogs for visually impaired or disabled persons (14.06.090).
- 19. Possession of firearms and/or weapons is strictly prohibited.
- 20. Use of generators, amplified sound, tents, gazebos, etc. must be approved at the time of application and must meet all City codes.
- 21. Weekend games/practices/tournaments may not begin before 8:00 a.m. and must terminate by 10:00 p.m. Weekday games/practices may not begin before 12:00 p.m. (noon) and must terminate by 10:00 p.m.
- 22. Metal cleats will be allowed for CIF sanctioned games only. Metal cleats are not allowed for practice and/or scrimmage games.
- 23. Lining of City fields with chalk or paint is not permitted without permission granted by the City.
- 24. Burning lines on any City parks and/or fields is not permitted.
- 25. No park or open space area may be used for any commercial use or enterprise in any form unless the City is directly involved as a co-sponsor of an event or project or the Director of Recreation and Community Services has authorized such commercial enterprise in writing with a permit (14.06.160).

B. FEES/DEPOSITS/CHANGES/CANCELLATIONS/REFUNDS:

- 1. Fees and security deposits will be assessed for all events and/or rentals as set forth by the City Council in the current City of Santa Clarita Schedule of Fees and Charges.
- 2. A security deposit and all fees are required for all events and/or rentals, and must be paid when submitting the signed application in order to reserve a facility. The deposit is refundable only after the event is complete and no outstanding fees are due or repairs are required.
- 3. City staff will be assigned to work, and fees charged, for reservations that require supervision, such as inflatables, opening and closing park buildings.

Porters may also be required as deemed necessary by City staff.

- 4. Incomplete or inaccurate information provided by the applicant on the contract may result in cancellation of the event and forfeiture of <u>all fees</u>, including security deposit.
- 5. The City reserves the right to cancel or suspend at any time a FACILITY PERMIT for emergency situations or when deemed necessary for the safety and best interest of the customers, the City of Santa Clarita, and all concerned.
- 6. Cancellation of an "Agreement for Use" must be received in writing. Cancellation fees are assessed as follows:
 - a) If cancellation is received 14 days or more prior to event date, a full refund will be issued.
 - b) Cancellations made less than 14 days prior to event date will forfeit all rental fees.
 - Forfeiture of <u>all fees</u> including security deposit will result if any of the following occurs:
 - a) Facility damage beyond normal use.
 - b) Excessive maintenance is required following use.
 - c) Any act by the applicant and/or applicant's group requiring police action.
 - d) Cancellation of an event in progress due to violation of City policies, rules, or regulations governing such usage.
 - e) Deviation from the parameters listed in the issued permit.
- 8. Refunds will be processed as follows:
 - a) If payment was made with a credit card the refund will be credited back to that same credit card only.
 - b) If payment was made with cash or check a refund check will be requested. Checks are mailed out about (4) weeks after the request has been submitted.

C. INSURANCE/LIABILITY:

7.

 Applicants are required to have purchased insurance certificates and endorsements from a private insurance agent, and must list the City of Santa Clarita, its officers, employees, and volunteers as additionally insured. Policy limits shall be a minimum of \$1.000,000 (one million dollars) combined single limit unless otherwise required by the City. Certificate holder address must read as follows: City of Santa Clarita, 23920 Valencia Blvd.,

Attn: Reservations, Santa Clarita, CA 91355. Certificate of Insurance is due two (2) weeks prior to the event.

- 2. All individuals, groups, and organizations shall agree to hold the City of Santa Clarita, its elective and appointed boards, commissions, officers, agents, employees, and volunteers harmless from any liability for damages and claims for personal injury including death as well as from claims for property damage which might arise from the use of City facilities and/or furnishings.
- 3. The City is not liable for lost or stolen items.
- 4. The City is not liable for any items delivered before, or left after an event.

D. ELECTRICITY:

1. Renters must supply a list of items that will need electricity for indoor and outdoor areas.

- 2. Renters must supply any needed electrical cords. Electrical cords must be of high quality and free of defects.
- 3. All exposed cords must be covered with a mat or duct tape.
- 4. No electrical cords may be run through areas where puddles or wet grass exist. Electricity must be shut off it rains or drizzles.

E. BARBECUES:

1. Fire and personal portable barbecues prohibited. (14.06.210)

F. CONCESSION STANDS:

 A person shall not sell, or offer for sale, any goods, merchandise, liquids, or edibles for human consumption, in any park, except for those requesting use of a concession stand building or upon written authorization from the Director of Recreation and Community Services. Users must provide a copy of their health permit (2) weeks prior to their scheduled event.

G. FIELD ALLOCATIONS AND POLICIES:

- 1. Applicant has read the field allocation and use policies and agrees to abide by and enforce the same.
- 2. Applicant also agrees to abide by all rules, regulations, laws or statutes which apply to this field allocation which have been or may be established by the City, County, State, or Federal governments.

H. WAIVERS & GUARANTEES:

I hereby certify that I have read and will abide by all rules and regulations of the City of Santa Clarita. As a duly authorized representative of the sponsoring organization or individual, and on behalf of sponsoring organization or individual, I agree to defend and to hold harmless the City of Santa Clarita, together with its officers and employees against any and all liability or claim thereof, for any injury, death, or property damage allegedly suffered by any person including sponsoring organization or individual, its agents or employees, due to or caused by, or arising out of the acts or omissions of sponsoring organization or individual, its agents or employees, or the negligent acts or omissions of the City of Santa Clarita, its officers or employees, and occurring during and as a result of the exercise of the privileges, and the permission hereby being granted for the use of City facilities and applicable equipment to sponsoring organization or individual, its agents and employees. I hereby give permission to the City of Santa Clarita Parks, Recreation, and Community Services Department to use me, or my guests' photographs as they see fit in their seasonal recreational brochure. I understand the photograph belongs to the City of Santa Clarita, and I/we will not receive payment of any kind. I understand that any violations of the alcohol policy will nullify this agreement. The parties agree that this application may be signed by facsimile or electronic mail and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7

By signing below, you acknowledge and understood the above rules and regulations and agree that you and your group will comply with the aforementioned conditions.

Name of Applicant, person responsible for contract, please print:	Today's Date:
Signature:	Title: