

FIELD USE POLICIES

This reservation/contract is issued in accordance with the policies, procedures, fees, and park/field rules, as established by the Parks and Recreation Department and the City of Petaluma. Failure to comply by any group or individual may cause revocation of this permit and agreement. Your reservation date is not confirmed until reviewed and approved by the Recreation Supervisor in charge of facility rentals.

Throughout these policies the term event refers to any activity held on/at a facility/park/field including but not limited to: games, practice, tournaments, and private parties.

A. FACILITY USAGE

1. **SCHEDULING:** City staff shall schedule and coordinate all use of recreational facilities/parks/fields. The City reserves the right to add activities/events and/or permit additional use of the facility/park/field.
2. **VEHICLES:** No vehicles in Parks/Fields except emergency vehicles. All parking shall occur in designated parking areas and shall not occur on any grassed area. All parking signs shall be followed.
3. **KEYS:** Keys may be provided for lights (Lucchesi Synthetic Turf and Prince Park). Lights must be turned off when scheduled use is completed. Key to be returned to Petaluma Community Center no later than 12 hours after use unless other arrangements made with Department
4. **RAIN:** Use of field may be prohibited for 24 hours after rain. Use of field will be prohibited after heavy or extended rain.
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 facility/park/field before the time indicated. All individuals associated with the event must vacate the facility/park/field by the indicated ending time. NO EVENT CAN EXTEND BEYOND 10:00 PM.
6. **CONDITION:** All permittees must accept the facility/park/field and areas in the condition found. The City makes no warranty as to the safety and usability of any facility/park/field beyond that afforded to the general public.
7. **TRASH:** All trash shall be properly disposed of in the on-site trash containers. The City shall be responsible for emptying trash containers on a routine basis. Any overflow trash shall be disposed of on an as-needed basis by the Permittee. At no time shall trash be overflowing in containers or left in undesignated areas.
8. **PERSONAL PROPERTY:** All users are responsible for removal of their personal property from the facility/park/field after each event. The city shall not be responsible for any personal property left at the facility/park/field. You may contact the Petaluma Community Center 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 or by community sports organizations, at the City's discretion.
12. **MAINTENANCE:** Use of a field may be disrupted to perform field maintenance.

B. RESERVATION/DEPOSIT/REFUND

1. Reservations for use of facility/park/field may be made up to one year in advance by resident youth organizations. A deposit may be required and is due at the time of the reservation.
2. The deposit will be refunded in its entirety within 3-4 weeks after the event if there is no property damage and/or additional cleaning required.

C. LIABILITY/INSURANCE COVERAGE/WORKERS' COMPENSATION

1. **Comprehensive General Liability or Commercial General Liability Insurance** may be required. If insurance required permittee shall take out, at their expense, and keep in force during the period covered by the agreement, broad form 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 and 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. ALCOHOL

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

E. DAMAGE OR LOSS

1. Any damage or loss to facilities/parks/fields or 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. The permittee's additional liability insurance shall not be limited to the amount of the deposit. 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.

F. CANCELLATIONS/RESCHEDULING

1. A \$25 processing fee may be charged for any cancellation, refund, and/or re-scheduling of a facility/park/field.
2. 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 department reserves the right to disapprove of any such changes.
3. Cancellation Policy
 - Cancellations may result in forfeiture of 100% of rental fees

G. CANCELLATION BY THE CITY

1. In addition to the right to terminate this rental agreement upon permittee's default, the Supervisor 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, supervisor, 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.
 - (d) Neither City nor any of its officers, agents or employees shall be liable to permittee for any damages that may be sustained by permittee through exercise by City of any of its rights to cancellation pursuant to this section. Upon such cancellation, any deposit and fees paid by permittee shall be refunded.

H. 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 department 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. Not being in possession of the ABC license/permit, if applicable, will result in the cancellation of the permit with no refund of fees and/or deposit.
5. Events that exceed attendance capacity may be immediately cancelled with no refund of fees and/or deposit.
6. Fights, vandalism or unacceptable behavior occurring during an event shall cause immediate cancellation of the permit and no refund of fees and/or deposit.

I. 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 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.

J. SALE OF FOOD AND MERCHANDISE

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.

K. 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. City shall have the absolute right to enter premises herein specified, or any portion thereof, at all times.

L. OTHER

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.

OTHER CONDITIONS: SOCCER GOALS: ALL SOCCER GOALS MUST UNDER ALL CIRCUMSTANCES BE ANCHORED.

Goals shall be anchored as per the U.S. Consumer Product Safety Commission (USCPSC) guidelines for anchoring/securing/counterweighting. All goals that are not in continuous use shall be locked together or to a fence as per the USCPSC guidelines for storage. Goals may only be moved by program administrators (coaches, referees, etc) or those appointed by an administrator. Players or children under 16 should not be involved in moving goals. Goals should not be moved with any children under 14 within 20 feet of the goal. Goals that are fractured or customized shall not be used. If you need technical assistance/directions on anchoring, please call the CYSA office or the USCPSC for guidelines.

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.

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

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 permittee)

SUPERVISORS SIGNATURE OF APPROVAL

PRINTED NAME

TODAY'S DATE

TODAY'S DATE