



FACILITY USE APPLICATION AND AGREEMENT

4150 Temescal St. Fair Oaks, CA, 95628 - Fax: (916) 966-9863 - Phone: (916) 966-1036

APPLICANT		EVENT CONTACT	
APPLICANT NAME	ORGANIZATION NAME	EVENT CONTACT NAME	
ADDRESS (STREET, CITY, STATE, ZIP)	PHONE	ADDRESS (STREET, CITY, STATE, ZIP)	PHONE
	EMAIL		EMAIL

EVENT INFORMATION	
EVENT NAME:	TOTAL ESTIMATED ATTENEDANCE:

RESERVATION INFORMATION	
DATE(S) OF USE: _____	DAY(S) OF THE WEEK: SU M T W TH F S
HOURS REQUESTED: _____ TO _____	*SET UP AND CLEAN UP MUST BE INCLUDED IN RENTED HOURS
_____ FAIR OAKS PARK MULTIPURPOSE FIELD FIELD #1 FIELD #2	_____ PHOENIX PARK MUTLIPURPOSE FIELD FIELD: #1 #2 #3 #4 #5 #6 #7
_____ FAIR OAKS PARK SOFTBALL FIELD FIELD #1 FIELD #2	_____ PHOENIX PARK BASEBALL FIELD FIELD: #1 #2 #3 #4 #5 #6
_____ BANNISTER PARK MULTIPUTPOSE FIELD FIELD #1 FIELD #2	_____ FAIR OAKS PARK BASKETBALL COURT COURT #1 (Full Court) COURT #2 (Half Court)

INDEMNIFICATION

The RENTER shall indemnify, defend, and hold harmless the Fair Oaks Recreation & Park District (DISTRICT), its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the renters use or occupancy of a facility or property controlled by the DISTRICT, unless solely caused by the gross negligence or willful misconduct of DISTRICT its officers, employees, or agents.

INITIAL _____

COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS

A RENTER shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.

The RENTER agrees to abide by all applicable local, federal, and state accessibility standards and regulations.

The RENTER further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.

The Fair Oaks Recreation & Park District (DISTRICT) reserves the right to immediately revoke RENTER’s right to use of the facility under this agreement should RENTER fail to comply with any provision of this section.

INITIAL _____

FORCE MAJEURE

Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the Fair Oaks Recreation & Park District (DISTRICT) shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a “Force Majeure Event” includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The RENTER waives any right of recovery against DISTRICT and the RENTER shall not charge results of “acts of God” to DISTRICT, its officers, employees, or agents.

INITIAL _____



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RESERVATION POLICIES & REGULATIONS

- 1) Reservations will be taken on a first come first serve basis for groups and individuals not belonging to the Fair Oaks Youth Sports Coalition. Priority field allocation is provided to members of the Fair Oaks Youth Sports Coalition.
- 2) Events can begin as early as 8am and must end by DUSK (exception Fair Oaks Softball Fields) with all personal and rental equipment removed.
- 3) If the event goes beyond the scheduled hours, or there is any damage to the rented area or equipment used, the renter risks loss of deposit in addition to charges billed at the rate per hour (minimum one hour).
- 4) Amplified sound restrictions apply to all outdoor rentals.
- 5) The District reserves the right to require off - duty sheriffs or security for any rental the District feels is appropriate, cost of which will be funded by the renter.
- 6) District outdoor facilities are not available for "open to the public, pay at the door" large events; large events over two hundred (200) people must be approved by District.
- 7) I understand that the District will not sponsor any private rental activities. The District name will not be used in promoting the organization or event, and the District personnel will not participate in the activities of the organization during the rental of District facilities.
- 8) All rental contracts cannot be transferred, assigned or sublet.

Responsibilities During Contracted Event

- 1) **Set Up Time** must be included in rental time. Additional set up/decorating time can be purchased.
- 2) **Cleaning** - rental includes "normal" park cleaning. Sufficient take down and cleaning time should be within time allotted in rental. The renter is responsible for picking up all garbage and trash. Receptacles are provided by the District. If cleanup is unsatisfactory, renter will be billed additional charges at the rate of \$150 per hour (minimum one hour).
- 3) **Hours requested** should include time for the renters set up/clean up and equipment rental needs. Individuals associated with the event will not be allowed to enter the facility before the time indicated and must leave by the contract end time. All individuals associated with the event must vacate the rented area by the indicated ending time.
- 4) **Delivery/Pick up of supplies or equipment** must occur at the rented area during contracted time of rental. No personal or rental equipment can remain in the park after the contracted time. The District is not responsible for any items left in the rented area after your scheduled event has concluded. **VEHICLES MAY NOT DRIVE ON THE GRASS AT ANY TIME.**

REFUND POLICY:

90 days	Full Refund of all fees, minus \$50 cancelation fee	30-59 days	25% of rental fees refunded
60-89 days	50% of rental fees refunded	1-29 days	No refund will be issued

INCLEMENT WEATHER:

If inclement weather prevents the use of the field or court the renter will have the option to reschedule or receive a refund.

CHAPERONES:

There shall be at least one (1) adult (21 years or older) chaperone for each twenty (20) minors present. Chaperones shall be in attendance at all times during the event. .

PARKING:

Parking availability is not guaranteed and may be limited. Any renter found parked illegally will be towed at the registered owners expense.

INSURANCE:

General liability insurance is required prior to rental date(s). Please see page 3 for insurance requirements.

INITIAL _____

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I have carefully read the facility agreement and fully understand its contents. I hereby agree to be solely responsible for any and all liability, claims, loss, damages, costs and expenses, including attorneys' fees, arising out of or resulting from any injury to persons or damage to property which arise out of the use of Fair Oaks Recreation & Park District's (DISTRICT) facilities. I agree to defend, indemnify and hold harmless the DISTRICT, its officers, agents, employees and volunteers against any and all such claims, demands, causes of actions, suits and expenses, arising out of or resulting from use of the DISTRICTS's facilities. Acceptance by the DISTRICT of the Insurance Certificate does not relieve the applicant from liability under the indemnity and Hold Harmless Clause.

SIGNATURE: _____

DATE: _____



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INSURANCE REQUIREMENTS

General liability insurance: The RENTER shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability

a. Such insurance shall name Fair Oaks Recreation & Park District (DISTRICT), its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The RENTER shall file certificates of such insurance with the DISTRICT, which shall be endorsed to provide thirty (30) days' notice to the DISTRICT of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the DISTRICT may deny access to the facility.

b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the DISTRICT's self-insurance pool.

c. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the RENTER maintains higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to coverage for the higher limits maintained by the RENTER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to DISTRICT.

Outdoor Sports Facility Rental Fees

Multipurpose Field ✓

Rental Rate Per Hour		
(1-19) Times Per Year	\$30.00	<input type="text"/>
Rental Rate Per Hour		
(20-39) Times Per Year	\$25.00	<input type="text"/>
Rental Rate Per Hour		
(40-59) Times Per Year	\$20.00	<input type="text"/>

Fair Oaks Park Softball Field ✓

Rental Rate Per Hour		
(1-19) Times Per Year	\$30.00	<input type="text"/>
Rental Rate Per Hour		
(20-39) Times Per Year	\$25.00	<input type="text"/>
Rental Rate Per Hour		
(40-59) Times Per Year	\$20.00	<input type="text"/>
Lights Per Field		
Per Hour	\$20.00	<input type="text"/>
Field Prep		
Per Field	\$25.00	<input type="text"/>

Phoenix Park Baseball Field ✓

Rental Rate Per Hour		
(1-19) Times Per Year	\$30.00	<input type="text"/>
Rental Rate Per Hour		
(20-39) Times Per Year	\$25.00	<input type="text"/>
Rental Rate Per Hour		
(40-59) Times Per Year	\$20.00	<input type="text"/>
Additional Items		

Miller Park Tennis Courts ✓

Resident Rates		
Per Hour	\$10.00	<input type="text"/>

Fair Oaks Park Basketball Court ✓

Resident Rates		
Per Hour	\$10.00	<input type="text"/>

Park Open Space (30'x30') ✓

Resident Rates		
Per Hour	\$10.00	<input type="text"/>



FAIR OAKS
RECREATION & PARK DISTRICT