



4381 Broadway Street, American Canyon CA94503
(707)648-7275 / cityofamericancanyon.org

SPORTS FACILITY RENTAL APPLICATION

(APPLICANT MUST BE 18+ YEARS. Please complete the application in its entirety or the permit process may be delayed)

Applicant Name (Rental Point of Contact): _____

Organization Name: _____

Address: _____

City: _____ Zip: _____ Website: _____

Email: _____

Applicant Phone Number: _____ Organization's Phone Number: _____

Sports Activity: _____ Participant Ages: _____ Total No. of Participants: _____

Type of Play: () Practice () Games () Tournament () Camp / Clinic

Total No. of Teams: _____ Total Expected Attendance Including Spectators (daily): _____

FACILITIES

- Community Park I
() Baseball () Grass Field
- Community Park II – Grass Field
- Elliott Park
() Basketball () Tennis () Pickleball
- Gadwall Park – Basketball Court
- Kimberly Park – Grass Field
() Field #1 () Field #2 () ALL
- Melvin Tennis - Courts
() Court #1 () Court #2
- Northampton Park
() Baseball Field () Basketball Court
- Pelleria Park – Basketball Court
- Shenandoah Park - Fields
() Baseball () Grass () Basketball
- Silver Oak Park – Fields
() Baseball () Grass
- Veterans Park – Bocce Ball Courts
() Court #1 () Court #2

OTHER Facility Name: _____ Number Courts or Fields: _____

RENTAL DATE AND TIME INFORMATION

Rental Year: _____ Rental Season: _____ Total Rental Hours: _____

Rental Date(s): _____

*Rental hours include setup, program time, and cleanup time. Applicants will be responsible to ensure the program starts and ends as stated within this application, this includes allowing enough time for cleanup.

<input type="checkbox"/> MON	Access Start	_____	AM/PM	Program Time	_____	AM/PM	Access End	_____	AM/PM
<input type="checkbox"/> TUES	Access Start	_____	AM/PM	Program Time	_____	AM/PM	Access End	_____	AM/PM
<input type="checkbox"/> WED	Access Start	_____	AM/PM	Program Time	_____	AM/PM	Access End	_____	AM/PM
<input type="checkbox"/> THU	Access Start	_____	AM/PM	Program Time	_____	AM/PM	Access End	_____	AM/PM
<input type="checkbox"/> FRI	Access Start	_____	AM/PM	Program Time	_____	AM/PM	Access End	_____	AM/PM
<input type="checkbox"/> SAT	Access Start	_____	AM/PM	Program Time	_____	AM/PM	Access End	_____	AM/PM
<input type="checkbox"/> SUN	Access Start	_____	AM/PM	Program Time	_____	AM/PM	Access End	_____	AM/PM

AGREEMENT AND RELEASE OF LIABILITY

I certify that I, the Applicant reserving with the City of American Canyon (City), am at least 18 years of age. The undersigned or, if signing for an organization, that organization, certifies that the above information is accurate and correct, and that the undersigned has read and understood the Sports Facility Rental Rules and Regulations as set forth by the City of American Canyon pertaining to the use of City facilities. I understand that I or an appointed representative must be present at the beginning of the rental time and must be present at the end of the rental time for inspection. I agree to do a full facility evaluation walk-through with City staff of all areas listed on the evaluation form prior to and after the event to review any current or new damages to the facility which may have occurred during my rental. I understand that failure to comply with the Sports Facility Rental Rules and Regulations may lead to losing portions and/or all of my rental deposit and fees, which in some cases may exceed the rental deposit amount. I further understand that if I delegate my Applicant responsibilities to other members or service agencies for which I have contracted, I still have the ultimate responsibility of the facility during my rental.

It is further agreed that the applicant shall indemnify, defend, and hold harmless the City of American Canyon, its officers, employees, volunteers, and agents from any and all losses, costs, expenses, claims, litigation, 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 Applicant's use or occupancy of a facility or property controlled by the City of American Canyon, unless solely caused by the gross negligence or willful misconduct of the City of American Canyon, its officers, employees, volunteers, or agents.

Force Majeure: Notwithstanding anything to the contrary contained in this agreement, the City 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 public authority, inclement weather, the loss or unavailability of electrical power such as in a Public Safety Power Shutoff event, and other causes beyond their control. The undersigned waives any right of recovery against the City including waiver of incidental and/or consequential damages, and the undersigned shall not charge or seek recovery for damages resulting from "acts of God" or Force Majeure Events from or against the City, its officers, employees, volunteers, or agents.

Applicant Name: _____ **Signature:** _____ **Date:** _____



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SPORTS FACILITY RENTAL RULES AND REGULATIONS

By signing the Sports Facility Rental Application, you are signing that you have read and understand all information contained herein, which constitutes a contract between you and the City of American Canyon (City). The following rental rules and regulations outline the conditions for use of the City facilities. All City facilities are governed by these general rules, in addition to specific conditions for each facility.

- 1. Application Requirements:** Facility rentals are accepted on a first-come, first-serve basis and will only be accepted with a completed Rental Application and refundable deposit fee. American Canyon residents may reserve facilities up to one (1) year in advance of their rental date; nonresidents may reserve up to six (6) months in advance of their rental date. Applicants must be at least 18 years of age. American Canyon residents must provide valid proof of residency (i.e., California I.D. or utility bill in Applicant's name) to qualify for the resident rate. The City has established a priority use list in which allows City staff to schedule facility space upon availability and priority; the City's priority use list is determined and implemented at the discretion of City staff. All other facility rental forms (including insurance), and fees are due and to be paid in full thirty (30) days prior to the facility rental date. Applicants who fail to meet these requirements may result in their facility rental being canceled and a refund may not be issued, including withholding the refundable deposit. Facility rentals are not permitted to go beyond sunset unless otherwise permitted by the City.
- 2. Nonprofit Organizations:** Applicants representing a nonprofit organization may qualify for the nonprofit facility rental by providing their approved State of California nonprofit 501(c)(3) status to City staff for review and approval.
- 3. Permit:** The Applicant will receive a permit from the City at the time of securing the rental; the permit will be the Applicant's proof of the facility rental. If another group is in your area, show your permit and inform them of your rental. If they refuse to move, call City staff at (707)648-7275 for assistance in resolving the issue. The specific reservation site is the only section of the facility shall be governed by the reservation policy.
- 4. Rental Contact Requirements:** All contact regarding the rental fees, insurance, and onsite coordination will only be arranged with the Applicant. If the Applicant is representing an organization, the Applicant may designate an additional individual within the organization. This individual must sign the Sports Facility Rental Application agreeing to the City's Sports Facility Rental Rules and Regulations. All changes to the facility rental must be made in writing and submitted to the city no less than 48 business hours in advance; some changes may require a new Facility Rental Application. Facility rental changes initiated by the Applicant may be subjected to a \$25 change/transfer fee for each change.
- 5. Facility Rental Fees:** Facility rental fees are due no less than 30 days prior to the rental date. Changes or additions made less than 30 days prior to the rental date must be paid in full at the time of the change. Once a rental is completed, City staff will process the deposit refund request form the week following the rental; Applicants will receive their refundable deposit within 30 business days if the deposit was paid via check or cash. Deposits paid by credit card may only be refunded to the credit card used for the payment of the deposit.
 - 1. Cancellations:** If the original Applicant cancels a rental seven (7) business days after booking and securing the rental date, the entire deposit will be forfeited. The following schedule will be used to

determine the City cancellation process for facility rental refunds:

- **7 Business Days After Securing the Facility Rental:** The refundable deposit will be forfeited and retained by the City.
- **From Date of Booking to Thirty-One (31) Days Prior to the Rental Date:** The refundable deposit will be forfeited, and 50% of any rental fees paid to the City will be withheld from the refund.
- **Thirty (30) Days or Less Prior to the Rental Date:** All paid rental fees to the City, including the refundable deposit will be withheld.

City facilities may be closed at any time, with or without notice, this includes closures due to inclement weather. City staff will make every effort to contact the Applicant ahead of time of any facility closures that may affect the rental date. If a closure occurs and a facility rental is canceled on behalf of the City, a refund credit will be applied to the Applicant's household. This credit may be used for any Parks and Recreation program, service, or rental in the future.

- 6. Equipment Storage and Cleaning Requirements:** City staff may be on duty during the scheduled use of city facilities. City staff are not responsible for the setup and cleanup of the Applicant's rental and are not available for loading/unloading supplies or equipment. Applicants will be responsible for the removal and/or disposal of food, beverages, paper goods, garbage, signage, decorations, equipment, etc. once the rental has concluded. All rental trash is to be properly bagged and placed in designated trash receptacles. The Applicant will be required to notify City staff immediately of any facility damage. Applicants may submit a request to City staff to store personal equipment and property within a city facility throughout the duration of their rental, this includes field lights, soccer nets, storage sheds, etc. These requests will be approved on a case-by-case basis. For approved overnight storage, the Applicant will be required to set up and take down their own equipment each day of their rental, ensuring the personal property and equipment are stored in its designated area. Failure to properly store the personal property or equipment may result in an Additional Staff Charge (as outlined in No. 24). The City is not responsible for any lost, stolen, or damaged personal property or equipment.
- 7. Adhering to Time Scheduled on Application:** The time stated on the rental application will be strictly enforced. A refund or transfer will not be permitted for unused time. The Applicant will be required to pay for all facility rental time, including the setup and cleanup of the rental, and the rental time must be consecutive. The Applicant will not be permitted to enter the facility early and will not be permitted to stay past their end time; all additional time will be billed directly to the Applicant at full hour increments.
- 8. Rental Eligibility:** The City's sports facilities are utilized year-round and may close periodically due to facility maintenance. Applicants and their participants are required to follow the City's Sports Facility Rental Rules and Regulations throughout the duration of the rental, as well as engage respectfully and appropriately with City staff and other user groups; failure to do so may result in the rental being canceled, and a refund may not be issued, including the refundable deposit. The city has adopted the California Interscholastic Federation (CIF) which designates specific seasons for facility usage and play. These seasons are outlined as the following: Spring – baseball, softball, and lacrosse; Fall – soccer and football; Winter – rugby. City staff reserves the right to allow season overlap and/or may make changes to facility use priority.
- 9. Condition of Facility:** The Applicant acknowledges that the facility will be made available in an as-is condition and the City undertakes no obligation to make improvements or changes to their existing conditions. The Applicant is solely responsible and accountable financially for any and all accidents or injuries to persons or property resulting from the use of a city facility. The Applicant is responsible for knowing and understanding all rules and regulations governing City facilities and is responsible for ensuring proper use by coaches, volunteers, officials, participants, and spectators. The Applicant shall take care to see that no damage is done to the facility and that everyone conducts themselves in an orderly manner, this includes but is not limited to ensuring individuals are not entering landscaped

planter areas, damaging sprinkler systems, trespassing onto private property, etc. Minors must be supervised always during the facility rental; this includes setup and cleanup.

It is the responsibility of City staff to enforce facility use regulations and to prevent abuse of the facility or facility use privileges. City staff may conduct an onsite evaluation before, during and after a rental and document if there is any facility damage, inappropriate behavior of the rental group, exceeding capacity levels, additional cleaning they may be needed, or if overtime use has occurred. For extreme and excessive abuse or behavior, City staff may request assistance from the American Canyon Police Department, and/or cancel and end the rental; in these cases, the Applicant may not receive a refund, including the forfeit of the refundable deposit.

10. Compliance With All Applicable Laws, Rules, and Regulations: The applicant shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings. The Applicant agrees to abide by all applicable local, federal, and state accessibility standards and regulations. The Applicant 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 City reserves the right to immediately revoke an Applicant's right to use the facility under this agreement should the Applicant fail to comply with any provisions of this section.

11. Inclement Weather: City facilities may be closed at any time with or without notice due to inclement weather. City staff will make every effort to contact the Applicant if a city facility is closed and a rental is canceled. In a case where a rental is canceled due to inclement weather, a refund will not be issued. The Applicant will have the option to move their rental date up to six months after the original date. Failure to rebook the rental date within the six months may result in the cancellation of the rental and a refund may not be issued including the forfeit of the refundable deposit.

12. Insurance Requirements: Applicants are required to provide and keep in force a Certificate of Comprehensive General Liability Insurance with the following limits unless otherwise required by the City of American Canyon to have insurance higher limits based on the type of activity, the total number of people, etc. (this will be determined and set by the City of American Canyon):

- \$1,000,000 Each Occurrence
- \$1,000,000 Damaged to Rented Premises
- \$5,000 Medical Expenses
- \$1,000,000 Personal and Advanced Injury
- \$2,000,000 General Aggregate

All such Liability Insurance shall name the City of American Canyon, inclusive of its employees, volunteers, Council Members, representatives, and agents as Additional Insured by separate Scheduled Endorsement.

Applicants will have the ability to purchase insurance through a vendor with the City. The vendor's insurance premium rates are based on market-rate; these rates may fluctuate due to the type of rental, type of activity, total number of guests, and total number of days. Applicants reserving dates for the next calendar year may be subjected to increased insurance premiums if premiums are raised through the City's vendor. Applicants are responsible for any additional fee increases.

For applicants providing their own insurance, policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact the business of insurance or is on the List of Approved Surplus Line Insurance 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 City. The insurance policy, including the Scheduled Endorsement, is due thirty (30) days prior to the rental date to avoid being charged and required to purchase an insurance policy through the City's vendor. Once the approved insurance policy and Scheduled Endorsement are received, the City's insurance fee will be removed from the facility rental permit. Failure to provide your insurance policy and Scheduled Endorsement, meeting the City's insurance requirements thirty (30) days prior to your rental date will result in the rental being canceled and a refund will not be issued, including withholding the refundable deposit.

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 Applicant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Applicant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

13. Indemnification: Applicant assumes complete financial responsibility for the event and any damages to persons or property arising out of or in connection with the event. Applicants shall indemnify, defend, and hold harmless the City of American Canyon, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, litigation, 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 applicant's use or occupancy of a facility or property controlled by the City of American Canyon unless solely caused by the gross negligence or willful misconduct of the City of American Canyon, its officers, employees, or agents.

14. Alcohol: Alcoholic beverages may be consumed in some city facilities with an authorized alcohol permit issued by the city prior to the rental date. Alcoholic beverages may not be sold or consumed at any officially designated youth event; consumption of alcohol by minors will not be tolerated. For illegal distribution of alcoholic beverages, the rental will be required to close alcoholic services, the rental will be canceled, and the Applicant will not receive a refund, including the forfeit of the refundable deposit.

The serving or selling of alcoholic beverages remains at the discretion of the city. In rentals where alcohol will be sold, the city requires the Applicant to purchase an additional permit from the Department of Alcoholic Beverage Control (ABC). A copy of the ABC-issued permit must be turned into the city five (5) days prior to the scheduled rental and posted during the rental. In addition, the city is not responsible for any such violations by the lessee of the ABC permit or the law with respect to alcohol. The Lessee shall name the city as an insured under the lessee's liability policy. The city has the ability to limit the number of hours that alcoholic beverages can be served during the event. The serving and selling of alcoholic beverages must end at least 30 minutes prior to the end of the rental.

15. Commercial Sales and Vendors: Applicants who will be selling merchandise of any kind, and/or food and beverages will be required to submit a request to City staff for review and approval. Commercial and Food Vendors will be required to purchase a city business license and may be subjected to additional fees. Food and beverage vendors will be required to purchase a temporary food permit through Napa County Health Department. Permits and licenses are required to be submitted to City staff five days prior to the rental date.

16. Admission: Applicants are required to notify and receive permission from City staff prior to the use of any rental that is intending on charging admission to enter a city facility. Applicants who fail to communicate and/or receive permission from City staff to charge an admission fee will result in the cancellation of the rental and will forfeit all rental fees, including the refundable deposit.

17. Security Requirements: Applications are reviewed by City staff, depending on the rental and activity, the Applicant may be required to have security officers during the rental; rentals with alcohol will be required to have security officers. Security Officers will be booked and secured by City staff, and the Applicant will be charged a security officer facility rental fee to cover the cost of the security officers during the rental; this additional fee will be due when all other facility rental fees are due. Security officers take direction for City staff and will be responsible for monitoring the rental activity within the facility, participant activity, and parking lot areas. The Applicant is responsible for checking in with City staff and the security officers at the start of the event and throughout the event as needed. The following are basic guidelines for assigning security officers at facility rentals and are set at the discretion of City staff:

- 0-100 in attendance up to 2 officers
- 101-200 in attendance 2 officers
- 201-300 in attendance 3 officers
- 301-400 in attendance 4 officers

18. Smoking and Music: The use of tobacco or tobacco-like products of any kind or description and in any form, is not permitted in any city facility including parks, open spaces, trails, picnic areas, buildings, sports fields, and swimming facilities, and parking lots. Applicants are required to be mindful of music played and noise levels; inappropriate, offensive, egregious, and threatening music is prohibited while renting a city facility.

19. Decorations: Decorative materials may not be attached to light fixtures and must be completely removed from the facility once the rental has concluded. Non-biodegradable confetti and glitter, sparklers, and smoke/mist/fog machines are not permitted within a city facility. Balloons must be weighted down and not released intentionally outside; decorative materials must be fireproof and flame retardant. The use of fences, bleachers, targets and/or any other stake-like objects are not permitted. Additional lighting must be reviewed and approved by City staff prior to the rental. Emergency exits and signs shall not be obstructed or blocked by equipment or decorations.

20. Drone Videography and Photography: To protect the health and safety of staff and rental participants, recreational drones, model airplanes, and any other unmanned aerial vehicles or systems are to be submitted to City staff five days prior to the facility rental for review and approval.

21. Holidays – City facilities are closed on specific City holidays and will not be available for rent.

22. Additional Incident Fee: Excessive cleaning performed by any City staff beyond the normal facility rental cleaning requirements or minor facility repairs following a rental activity may result in an additional cleaning fee of \$75 per incident. Any amount for these services shall be deducted from the refundable rental deposit, or in the event of an insufficient deposit balance, shall be a separate obligation of the Applicant.

23. Additional Staff Charges: Applicants will be given 15 minutes after the rental end time to exit the facility. In the event that the rental exceeds the permitted rented time, the Applicant will be charged up to \$50 per additional hour; a minimum of one hour will be charged. Any amount of these services shall be deducted from the rental deposit, or in the event of an insufficient deposit balance, the Applicant will be billed for this additional fee.

24. Violation of These Policies: A fee for liquidated damages of two times the deposit may be imposed for violation of any facility rental regulation or misrepresentation of material information in the rental application, including but not limited to, misrepresenting the type of activity or sponsoring organization, misrepresenting residency of the Applicant, exceeding the capacity of the facility, misrepresenting if alcoholic beverages are served or sold, or misrepresenting the number or age group of rental

participants. This fee will be imposed regardless of actual damage to the facility or increased costs incurred by the city in supervising the activity and is in addition to any such costs, which will be withheld from the deposit amount.

25. Denial of Rental Application: At any time, the City of American Canyon may deny the use or the rental of a City facility for any reason, including but not limited to rentals by individuals or organizations that have used City facilities in the past where problems have occurred, where facility rental application information was misrepresented or inaccurate, such use would jeopardize the health and safety of our City staff and/or guest and community members, etc.

Applicant Name: _____ **Signature:** _____ **Date:** _____