



**RIO LINDA ELVERTA
RECREATION AND
PARK DISTRICT**

810 Oak Lane, Rio Linda Ca 95673
Office: 916-991-5929
www.RLEParks.com
Non-Emergency Sheriffs: 916-874-5115

ATHLETIC FIELD PERMIT APPLICATION

Renter Information:

Contact Person: First Name _____ Last Name _____

Street Address _____

City _____ State _____ Zip Code _____

Phone (Best) _____ Phone (Other) _____ Email _____

Reservation Information:

Desired Park _____ Rental Date(s) _____

| Hourly Rental | |
|---------------|--------------|
| Start Time | End Time |
| \$30/ hour | Resident |
| \$40/ hour | Non-Resident |

| Type of Rental | |
|--|---|
| <input type="checkbox"/> Athletic league practice | <input type="checkbox"/> Athletic league games |
| <input type="checkbox"/> Athletic league tournament | <input type="checkbox"/> Athletic league fundraiser |
| **Some requests may require a special insurance permit. | |

Item Needed:

- Lights Hours _____ am/pm - _____ am/pm \$15/ hr 1 hour min.
- Field Prep (dragging, water, lined, bases) \$80.00
- Bases \$20.00
- Tournaments Full day use 9am – 10pm (includes 1 prep & lights) \$750.00
- Non-refundable tournament reservation fee (applied to fee) \$200.00
- Tournament Security Deposit (Credit Card) \$300.00
- Key Deposit \$50.00

Special Applications & Approval (additional fees may apply)

- Lights
- Score Board
- Amplification
- Other

For Lights Only:

Username: _____ Password: _____

Departments Approval _____

Date _____

Field Reservation Policies & Procedures:

- All fees to be paid thirty (30) days in advance for multi month field use permits.
- The District reserves the right to cancel any field permit at any time for cause.
- All Field users must have a copy of their permit available for inspection by District staff, park police or other law enforcement agency.
- Requests for additional use, programs or facilities not covered by the Athletic Field Policy and Procedure should be addressed in writing to the District.
- No District field preparation services are available before 7:30am.
- Field light use until 10PM unless otherwise approved by the General Manager.
- No vehicles on field or in designated red curb or other no parking areas.
- No volunteer maintenance without approval by District.
- Cooking of any type must occur at a picnic area and not adjacent to the field. Snacks that do not require warming may be distributed.
- Selling, such as snack bar, fundraising or display of sponsorship support banners must be approved by District in writing.
- No items shall remain on the field or attached to the fence at the conclusion of the event or permit/deposit may be acted upon.
- In the event of inclement weather, or if the field, in the judgment of the District should not be used, the usage shall be cancelled by the District. Users should contact the District on the day of usage if there is a question as to the suitability of field use. If field is not usable a full refund will be made for the day(s) field(s) are not usable.
- The District provides no equipment for field use.
- User shall be responsible for any injury or damage incurred on or off the field.
- Reasonable sound level is to be maintained. No amplification is allowed except by permission of the District. Reasonable sound is defined as not to disturb the peace, quiet and comfort of the neighboring properties or other persons.
- Users of facilities shall observe, obey and comply with applicable District, County, State and Federal Laws, rules and regulations.
- Light usage requires an additional fee. There is a one hour minimum required for the use of field lights.
- Any cancellation of scheduled usage of facilities, or any request for change in hours or conditions indicated on the request form must be completed at least ten working days prior to scheduled usage. Cancellations or changes must be in writing and submitted to the District Office 810 Oak Lane Rio Linda 95673. Failure to comply shall result in forfeiture of fees paid.
- Permit holders may not sublet or transfer permit to another organization.

INSPECTION AND USE OF FACILITIES

Prior to each and every use of the Premises, **(USER/RENTER)** shall conduct a thorough inspection of the Fields, including all turf areas, to confirm the conditions of the Premises are acceptable to **(USER/RENTER)** and that the conditions of the Premises are safe for the use intended by **(USER/RENTER)**. **(USER/RENTER)** shall immediately notify **(DISTRICT)** of any condition(s) deemed by **(USER/RENTER)** to pose a risk of injury to persons using the Premises. **(USER/RENTER's)** use of the Premises, with or without the inspection required herein, shall be deemed **(USER/RENTER's)** acceptance of the condition of the Premises and acceptance of full responsibility for any and all claims stemming from a condition existing on the Premises.

PRIORITY USER GROUPS:

- Local groups are to have over 80% of its participants living within the RLERPD boundaries.
- Outside groups have 50% or less of its participants living within RLERPD boundaries.
- Bases included in \$60.00 field preparation fee; \$20 for bases only.

Indemnification

1. The **(renter)** shall indemnify, defend, and hold harmless **Rio Linda Elverta Recreation and Park 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 **(renter)**'s use or occupancy of a facility or property controlled by the **Rio Linda Elverta Recreation and Park District**, unless solely caused by the gross negligence or willful misconduct of **Rio Linda Elverta Recreation and Park District**, its officers, employees, or agents.

A. INSURANCE REQUIREMENTS

1. General liability insurance: The **(USER/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 \$2,000,000 per occurrence, \$4,000,000 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 be named **Rio Linda Elverta Recreation and Park District**, its officers, employees, agents, and volunteers as additional insurers prior to the use of the facility. The **(USER/RENTER)** shall file certificates of such insurance with the **Rio Linda Elverta Recreation and Park District**, which shall be endorsed to provide thirty (30) days' notice to the **Rio Linda Elverta Recreation and Park 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 **Rio Linda Elverta Recreation and Park 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 **Rio Linda Elverta Recreation and Park 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 **(USER/RENTER)** maintains higher limits than the minimums shown above, the **Rio Linda Elverta Recreation and Park District** requires and shall be entitled to coverage for the higher limits maintained by the **(USER/RENTER)**. Any available insurance proceeds more than the specified minimum limits of insurance and coverage shall be available to **Rio Linda Elverta Recreation and Park District**.

B. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS

1. A **(USER/RENTER)** shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
2. The **(USER/RENTER)** agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
3. The **(USER/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.

4. **Rio Linda Elverta Recreation and Park District** reserves the right to immediately revoke **(USER/RENTER)**'s right to use of the facility under this agreement should **(USER/RENTER)** fail to comply with any provision of this section.

C. FORCE MAJEURE

1. Force Majeure Events: Notwithstanding anything to the contrary, contained in this agreement, the **Rio Linda Elverta Recreation and Park 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 **(USER/RENTER)** waives any right of recovery against **Rio Linda Elverta Recreation and Park District** and the **(USER/RENTER)** shall not charge results of "acts of God" to **Rio Linda Elverta Recreation and Park District**, its officers, employees, or agents.

A current **Certificate of Liability Insurance** and **Additional Insured Endorsement** must be received by the Rio Linda Elverta Recreation & Park District at least thirty (30) days prior to the permit date.

- An Additional Insured Endorsement is **required** because Certificates of Liability Insurance alone do not protect the additional insured. As noted on the certificate: "This certificate is issued as a matter of information only and conflicts no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy."
- It is the responsibility of the permittee to provide an updated Certificate of Liability Insurance and Additional Insured Endorsement prior to the policy expiration date to ensure there is no lapse in coverage. Permittees will not be granted access to the facility until a new policy is on-file.
- Insurance provided must be primary and noncontributory and include an endorsement.
- The Facility User's General Liability and Workers' Compensation policies are to be endorsed to waive all rights of subrogation against Recreation and Park District.
- Renters who have employees are required to carry workers' compensation for employee injury/illness.
- Certificates of Liability Insurance must include policy number, the name of the insured individual or business, the effective dates of coverage, and the permit location(s).
Insurance coverage must include and clearly state the entire facility is covered by the policy.
 - The policy number listed on the Additional Insured Endorsement must match the policy number listed on the Certificate of Liability Insurance.
- Certificates of Liability Insurance must be for an Occurrence Policy (not Claims-Made).

- Minimum liability limits are as follows:
 - \$4,000,000 General Aggregate
 - \$2,000,000 Per Occurrence
 - \$1,000,000 Automotive
 - \$1,000,000 Personal & Advertising Injury
 - \$1,000,000 Products Completed-Operations
 - \$1,000,000 Sexual Abuse and Molestation Per Occurrence
 - \$2,000,000 Sexual Abuse and Molestation General Aggregate
 - Umbrella or Excess Liability Insurance is acceptable to fulfill the required liability limits.
 - **Sports Organizations** – If the use includes athletic activities, the Organization shall provide evidence that the CGL includes coverage for injuries to athletic participants and should also provide evidence of Participant Accident Insurance. **Minimum coverage 2M per occurrence and 4M in general aggregate.**
 - Sexual Abuse or Molestation (SAM) Liability: If the work will include contact with minors, and the CGL Policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.
 - The **Certificate Holder** and **Name of Additional Insured** sections must read as follows: **Rio Linda Elverta Recreation and Park District, its Directors, Officials and Employees
810 Oak Lane, Rio Linda, CA 95673**
 - **Cancellation Clause** must read as follows: “Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail 10 days’ written notice to the certificate holder named to the left.”
 - No blanket endorsements will be accepted.
1. 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,
 2. coverage must include full liquor liability.

LIABILITY INFORMATION:

I, (print name) _____, certify that by affixing my signature hereto that (I am an authorized representative of _____), I am over twenty one (21) years of age; and that (on behalf of said organization) I have and understand the Rio Linda Elverta Recreation and Park Districts facilities' policies, rule and regulations, and above terms and additional conditions, if any, and that I (said organization) shall abide by them; I shall indemnify, defend, and hold harmless the District, its officials, agents, and employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising in any manner by reason of neglect failure to act, errors, omissions or willful misconduct incident to performance of this Contract on part of the party except such loss or damage which was caused by the active or sole negligence, or willful misconduct of the District.

RESPONSIBLE PERSON: _____

ADDRESS: _____ PHONE: _____

SIGNATURE: _____ DATE: _____

Rio Linda Elverta Recreation and Park District Action: Signature below indicates approval of application and authorization of permit.

Signature: _____ Date Issued: _____

Title: _____ Copy to Applicant? [Y] [N] Date: _____

Initial

USER LIGHT CODES:

- _____ Organization MUST have a field use permit on file with RLERPD
- _____ You are responsible for any field light use when your code has been entered.
- _____ You will be billed an admin fee of \$20 if you lose your username/password or are requesting a new one
- _____ Every organization is responsible for their bill to be paid in a timely manner. The District will send an invoice at the end of each month's use. Payment in full is due not later than the 15th of the following month.
- _____ You will be invoiced the exact amount of hours your organization turns lights on, till lights are turned off; this is verified by organizations code number.
- _____ The District has the rights to cancel light usage at any time due to emergencies, field maintenance, field closure, or District use
- _____ The District has the rights to end any organizations username/password at any time. Usernames and passwords will be eliminated at time field use permits expires. Passwords may be eliminated due to organization failure to pay light fees. New username and passwords will not be issued unless all payments are current.

CANCELLATION & REFUND POLICY:

No refunds will be issued without a 10 days' notice of event cancellation (Refunds may be given due to inclement weather). I also understand my rental deposit (if applicable) will be refunded by check within 2-4 weeks following my rental date.

Renter's Initials: _____ Date: _____

I agree to accept and abide by the rules and regulations of the Rio Linda Elverta Recreation and Park District

Renter's Signature Date

=====Official use=====

Received by: _____ Date: _____