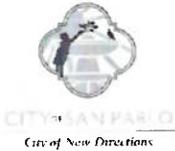


Rental Agreement # 3765



Sports Field Rental Application

ONLY SAN PABLO INCORPORATED RESIDENTS ARE ELIGIBLE FOR CITY RESIDENT RATES

Facility Requested (Hours of Operation):

- Davis Park Baseball Field (8:00 AM-8:00 PM)
 - Davis Park Multi-Use Field (8:00 AM-8:00PM)
 - Rumrill Practice Field* (8:00 AM-12:00 AM)
 - Rumrill Field# 1 (8:00 AM-12:00 AM Depending on Day of Rental)
 - Rumrill Field #2 (8:00 AM-12:00 AM Depending on Day of Rental)
 - Rumrill Field #3* (8:00 AM-12:00 AM Depending on Day of Rental)
- *Closes at 10 pm Sun – Thur & 11 pm Fri & Sat.

Date Requested: 2/11/24 to 6/18/24 Day of Week: Feb - June 18 2024 M-F Sat-Sun Type of Activity: Baseball league

Starting Field Time: 4pm to 8:45pm am/pm TO Ending Field Time: 8am to 4pm am/pm

Name of Applicant: Andre Willintons Phone Number: (510) 978-6876

Name of Organization: San Pablo Baseball Assn State Non-Profit ID# 68-0263626

Designated Person In Charge on the Day of Event: Andre L. Willintons Phone: (510) 978-6876

Address: 2765 Jo Ann Dr City: Richmond Ca Zip: 94806

Cell Phone: (510) 978-6876 Email: sanpablobaseball@gmail.com

Below please write in attendance for each age group; attendance numbers need to be as accurate as possible.

Children (ages 1-12) 65 Teens (ages 13-20) 20 Adults (ages 21-35) 10 Adults (ages 35+) 15

RENTAL AGREEMENT

My signature certifies I have read and understood the Sports Field Rental Policy and Rental Agreement as set forth by the City of San Pablo governing the use of Public Fields. I take full responsibility for ensuring the use of this facility and areas by the organization/party I represent is in full adherence and compliance with these rules and regulations. I understand I assume full responsibility for any penalty fees assessed by the City of San Pablo for any violations of these rules and regulations governing the use of the above requested field. I am aware my Deposit is non-refundable if I cancel within 2-weeks of my reservation for any reason. I am also aware that by signing this contract, I take full responsibility for the behavior exhibited by my guests during my rental.

APPLICANT SIGNATURE: *Andre L. Willintons* DATE: 10/30/23

OFFICE USE ONLY.	
Application Fee (Non-Refundable)	\$
Deposit	\$
Hourly Fee	\$
Light Fee	\$
Amount Total	\$

Recreation Staff Signature: *[Signature]* Date Received: 10/27/23 Approved Denied By: _____
CM Staff Signature: _____ Date Received: _____ Approved Denied By: _____

21. If an allocated field(s) is not utilized by the Renter or designated organization/teams a total of three times during a season/or-reserved period of use, the field(s) will be reassigned. Teams/organizations will be notified by City staff prior to reassignment if it has been determined a field(s) is not being used.
22. Renter shall be considered an independent contractor and neither the Renter nor the workers, coaches or volunteers shall, under any circumstances, be considered employees of the City.
23. The City shall not be liable for any damage caused by acts of nature, i.e. power failure, earthquake, flood, fire, explosion, theft, and vandalism to persons or properties in the space used by the renter. Renter agrees that all personal property on the premises shall be at the risk of the renter and that the City shall not be liable for any damages, losses or theft thereof.
24. Indemnity: On behalf of itself and its successors, employees, members, volunteers and participants, Renter assumes all risk of loss, damage, death or injury arising from its entry onto the Park and use of the Field. Any releases from participants shall also release the City from claims. Renter shall indemnify, hold harmless, and defend City, its officers, agents, volunteers and employees from and against any and all liability, costs, or expense for loss of or damage to property or for injuries to, sickness, disease or death of any person arising or resulting from Renter's entry into the Park or, use of the Field or the acts, errors, or omissions of the Renter or its agents, employees, members, volunteers and participants. This provision shall survive termination of this Agreement.

Waiver of any stated rule shall be directed, in writing, to the Community Services Manager at least 90 days prior to the date of use.

Failure to adhere to the rules and regulations outlined in this Rental Agreement may result in the forfeiture of deposit and permit. Two courtesy warnings are provided for minor violations with the third occurrence resulting in immediate forfeiture of deposit and revocation of rental allocation. The City of San Pablo reserves the right to forego the courtesy warnings and issue a revocation should the violations warrant the action.

Please contact the Recreation Division office at (510) 215-3080 or via email at recreation@sanpabloca.gov for more information or available locations and dates.

By submitting and signing, this Sports Field Rental Agreement Renter agrees to be bound by the all terms aforementioned as well as the policies outlined in the City of San Pablo Sports Field Rental Policy and Agreement.

Name of Applicant (please print): San Pablo Baseball Association

Signature of Applicant Anche Williams Date: 10/30/23

Organization Name San Pablo Baseball Association



CITY OF SAN PABLO RECREATION DIVISION

2450 ROAD 20, SAN PABLO, CA 94806

PHONE: (510) 215-3080

FAX: (510) 215-3015

PARK KIOSK AND CONCESSION STAND RENTAL APPLICATION

Rumrill Food Kiosk <input type="checkbox"/> #1 <input type="checkbox"/> #2	Davis Park Concession Stand <input checked="" type="checkbox"/> #1
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1. Applicant's Name: San Pablo Baseball Association Day Phone: (510) 978-6876
 (Please Print Clearly) Eve Phone: same
 Designated/ Contact Person Name: Andre L. Williams Day Phone: _____
 (Please Print Clearly) Eve Phone: _____

2. Address: 2765 Jo Ann Dr City: Richmond Zip Code: 94806

3. Email Address: sanpablobaseball@gmail.com

4. Requested Rental Start Date: 3/1/24 Lease Duration: 1 month trial 3 months 6 months 1 year

5. Request access to San Pablo Community Center (SPCC) commercial kitchen? Yes No

a. Requested Days of the week: Sunday to Sunday

b. Rental Times: 4 to 8 a.m./p.m. to 8 to 4 a.m./p.m.
Weekdays 4:30pm to 8:45pm Weekend 8am to 4pm

6. Description of good to be sold: water, Gatorades Juices Chips popcorn
Sun flower seed.

RENTAL AGREEMENT

My signature certifies that I have read and understood the rules and regulations as set forth by the City of San Pablo Recreation Division governing the use of the Public Facility and Field Rentals, that I will take full responsibility for ensuring that the use of this facility and areas by the organization/party I represent is in full adherence and compliance with these rules and regulations, and that I will hold the City of San Pablo harmless from any damage, claim for damage for personal injury or death, damage or loss of property, claim for damage to or loss of property incurred in the use of this facility. I will accept full responsibility for them throughout the period specified in the Park Kiosk and Concession Stand Rental Application. I further understand that as the applicant I assume full responsibility for any penalty fees assessed by the City of San Pablo for any violations of these rules and regulations governing the use of the above requested facility or field. I am fully aware that the Deposit is non-refundable if I cancel within 2-weeks of my reservation for any reason.

Applicant's Signature: Andre L. Williams Date: 10/30/23

Contract Approved By Recreation Staff Name: J Clark Date: 10/30/23

For Office Use Only				
Application Fee (non-refundable)	\$ _____	Amount Paid	Date _____	RECPT/NO. _____
Deposit	\$ _____	Amount Due	Date _____	RECPT/NO. _____
Rental Fee	\$ _____	Amount Paid	Date _____	RECPT/NO. _____
Insurance Fee	\$ _____	Amount Due	Date _____	RECPT/NO. _____
Other	\$ _____	Amount Paid	Date _____	RECPT/NO. _____
TOTAL	\$ _____	Amount Refunded _____		Payment Request Date _____
		Request sent to Finance Date _____		Check NO. _____

Field Rental Fee Waiver Application

ORGANIZATION DETAILS	
Name of Organization: <u>San Pablo Baseball Association</u>	
Contact Name: <u>Andre L. Williams</u>	Phone: <u>(510) 978-6876</u>
Organization Email Address: <u>sarpablobaseball@gmail.com</u>	
Organization Mailing Address: <u>2765 Jo Ann Dr. Richmond, Ca</u>	

FEE WAIVER REQUEST DETAILS	
Season: <u>75th Winter/Spring 2024</u>	<u>Feb 1, 2024 - June 18, 2024</u>
Season Dates: <u>3/1/24 Feb. 2024 - June 2024</u>	
*Location Requested: <u>Davis Park</u>	
All groups must schedule a mandatory parent meeting to be had with Community Services and the Police Department to discuss parking restrictions to address public safety concerns.	

Copies of the following items are required at the time of application submittal:

- 1) 501(c) Status / IRS documentation – Articles of Incorporation
- 2) Current Organization Roster of Membership
 - a) Roster must include player's names, guardians, and addresses
- 3) List of Organization Officers and Contact Information
- 4) Certificate of Insurance
 - a) Must be valid for the season requested
 - b) List the "City of San Pablo" as the additionally insured party for the season
- 5) Copy of Organizations bylaws or articles of incorporation

CITY OF SAN PABLO STAFF USE ONLY	
Received By: <u>[Signature]</u>	Date: <u>10/30/23</u>
Council Review Date: <u>12/18/23</u> Council Decision: _____	Date: _____
Special Conditions: _____	

San Pablo Baseball Association
Andre Williams
2765 Jo Ann Drive
Richmond, CA 94806
sanpablbaseball@gmail.com
510-978-6876

October 30, 2023

To the City of San Pablo City Council:

The youth San Pablo Baseball Association Board is asking for a fee waiver for the Winter / Spring 2024 youth sports season January – June 2024. We will be using Davis Park fields and concession stand. We are entering our 69th season and expecting over 175 youth to participate. In partnership with the non-profit Peacemakers Inc, our organization has helped so many families and has improved the lives of the youth in our community. I truly thank you in advance for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Andre L. Williams Sr." with a stylized flourish at the end.

Andre Williams
Athletic Director
San Pablo Baseball Association



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne, IN 46804	CONTACT NAME: Mass Merchandising Underwriting	
	PHONE (A/C, No, Ext): 1-800-426-2889	FAX (A/C, No): 1-260-459-5105
E-MAIL ADDRESS: info@sportsinsurance-kk.com		
PRODUCER CUSTOMER ID:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED San Pablo Cowboys Youth Association 2765 Jo Ann Drive Richmond, CA 94806 A Member of the Sports, Leisure & Entertainment RPG	INSURER A: Nationwide Mutual Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: U00029037** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		6BRPG0000007788000	02/14/2023 03:06 PM EDT	02/14/2024 12:01 AM	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
							PROFESSIONAL LIABILITY	\$1,000,000
							Legal Liability to Participants	see below
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Not provided while in Hawaii.HAWAII <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			6BRPG0000007788000	02/14/2023 03:06 PM EDT	02/14/2024 12:01 AM	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
							EACH OCCURRENCE	
							AGGREGATE	
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYFF	
							E.L. DISEASE - POLICY LIMIT	
A	<input type="checkbox"/> MEDICAL PAYMENTS FOR PARTICIPANTS			6BRPG0000007788000	02/14/2023 03:06 PM EDT	02/14/2024 12:01 AM	PRIMARY MEDICAL	
							EXCESS MEDICAL	\$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Legal Liability to Participants (LLP) limit is a per occurrence limit.
Sport(s): Baseball Age(s): 12 & Under, 13-15 (LLP-\$1,000,000); Cheerleading - Youth Age(s): 12 & Under, 13-15 (LLP-\$1,000,000)
The Certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER City of San Pablo 1000 Gateway Ave San Pablo, CA 94806 Owner/Manager/Lessor of Premises	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Coverage is only extended to U.S. events and activities.
** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s)</p> <p>City of San Pablo 1000 Gateway Ave San Pablo, CA 94806</p> <p>Named Insured: San Pablo Cowboys Youth Association</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.