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Sports Field Rental Application ONLY SAN PABLO INCORPORATED RESIDENTS ARE ELIGIBLE FOR CITY RESIDENT RATES

Facility	Requested	(Hours o	f Operation):
I SICILITY	Reducsieu	URBUULD U	Cociation

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 #3* (8:00 AM-12:00 AM Depending on Day of Rental) *Closes at 10 pm Sun – Thur & 11 pm Fri & Sat.
Date Requested: 7/27 thry 12/21 Day of Week: Mon - Sun Type of Activity: Football (Cheer Mon - Fri / 5:30 to 8:30 Starting Field Time: Sat - Sun / 10 to 4pm am/pm TO Ending Field Time: N/A am/pm
Name of Applicant: Andre L. Williams Phone Number: (510) 860-5286
Name of Organization: San Pablo Cowboys You ath Association State Non-Profit ID#
Designated Person In Charge on the Day of Event: Andre L. Williams Phone: (510) 860 - 5286
Address: 2765 Jo Hnn Dr City: San Pablo Zip: 94806
Cell Phone: (510) 860-5286 Email: sanpablocowboys@gmail.com
Below please write in attendance for each age group; attendance numbers need to be as accurate as possible. Children (ages 1-12) 105 Teens (ages 13-20) 17 Adults (ages 21-35) 4 Adults (ages 35+) 10
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: DATE: 8/4/2/
OFFICE USE ONLY.
Application Fee (Non-Refundable) Deposit Hourly Fee Light Fee Amount Total \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
Recreation Staff Signature: Date Received: \$\\\ 3\\\ 2021 Approved \(\) Denied \(\) By: \(\) Double Received:
CM Staff Signature: Date Received: Approved Denied By:

CITYO SAN PABLO Gry of New Directions

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	Davis Park Concession S	tand	
()#1 ()#2	(V #1		
. Applicant's Name: Andre L. William	TM5	Day Ph	one: <u>(5(0)</u> 978-6876
(P	lease Print Clearly)	Eve Ph	none: Same
Designated/ Contact Person Name:		Day Pl	none:
	lease Print Clearly)	Eve Ph	
Address: 2765 Jo Ann Dr.	City: Kichono	Zip C	ode: 94806
Email Address: Sanpablocousous	@amil.com		
. , , ,			
Requested Rental Start Date: 7/5/2/	Lease Duration: () 1 month trial	() 3months (#) 6 months () 1 year
Request access to San Pablo Community Center		() Yes (X)	No
a. Requested Days of the week: MON —	fri		
b. Rental Times: 5:30 a.m. /p.r	m. to 7:30 a.m	ı. /p.m.	
Description of good to be sold: Water	Health bar, I	-ruit	Jaice
Hot Dogs Calorades		-/	
),			
NTAL AGREEMENT			
signature certifies that I have read and understood the r	ules and regulations as set forth by the	ne City of San Pa	blo Recreation Division governing
use of the Public Facility and Field Rentals, that I v	vill take full responsibility for ensu	ring that the use	of this facility and areas by the
anization/party I represent is in full adherence and comp	liance with these rules and regulations	, and that I will h	old the City of San Pablo harmles
n any damage, claim for damage for personal injury or of this facility. I will accept full responsibility for	hem throughout the period specified	Im for damage to	or loss of property incurred in the
olication. I further understand that as the applicant I as	sume full responsibility for any pen	alty fees assessed	by the City of San Pablo for any
ations of these rules and regulations governing the use o	f the above requested facility or field.	I am fully aware	that the Deposit is non-refundable
cancel within 2-weeks of my reservation for any reason.	11		1 1
olicant's Signature		Date	. 6/17/2/
State of the state		Butt	- 1/1/9
stract Approved By Recreation Staff Name:		Date	:
	For Office Use Only		
lication Fee (non-refundable) \$	Amount Paid	Date	RECPT/NO
osit \$	Amount Due	Date	RECPT/NO.
tal Fee \$s	Amount Paid	Date	RECPT/NO
rrance Fee \$s	Amount Due Amount Paid	Date	RECPT/NO.
TOTAL \$	Amount Paid	Date	RECPT/NO.
	Amount Refunded	Payment F	Request Date
	Request sent to Finance Dat		Check NO

Rental	Agreement	#	
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AGREEMENT AND ACCEPTANCE OF APPLICATIONS

In signing this application, I certify that I have received the Public Facility Rental Policies. I have read and understood the facility rules and instructions, and I (or organization represented) will abide by any conditions set forth therein. I agree to hold the City of San Pablo, the individual members thereof, and all of its officers, agents and employees, free and harmless from any loss, damage, cost of expense that may arise during or caused in any way by such use or occupancy of recreational facilities.

I accept full responsibility for them throughout the period specified in the Facility 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. I am also aware that by signing this contract, I take full responsibility for the behavior exhibited by my guests during my rental.

I understand that I (or organization represented) am responsible for any damages or fees sustained to the buildings, furniture or equipment through occupancy. Responsibility includes but is not limited to third party fines issued as a result of not following facility rental policies. Any lost equipment or damages sustained must be compensated within seven days of event date.

Name of Applicant (please print): Andre L. Williams	
Signature of Applicant: Mark & Williams Date: 8/3/21	
Organization Name (if applicable): San Pablo Cowboys Youth Association	



<u>City of San Pablo</u> Sports Field Rental Agreement

Rumrill Sports Park, Davis Park or Sports Fields



By executing this Sports Field Rental Agreement, Renter agrees to adhere to the following rules and regulations as outlined below and those posted in the park. Renter is responsible for the actions of players, coaches, volunteers, spectators, etc., and ensuring that all rules and regulations are enforced.

- Renter, renter's organization and all attendees will comply with all applicable laws, rules, and regulations, including but not limited to all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility.
- Renter must keep a copy on site at all times of the approved rental agreement documentation, including receipt of payment. Any party not able to produce an approved renter rental agreement and receipt will be excluded from park property and subject to trespassing charges.
- 3. Renter shall secure and keep a general commercial insurance policy covering personal injury andproperty damage in the amount of not less than \$1million per occurrence, \$2 million aggregate with an insurance carrier acceptable to the City. The City, and its officials, officers, employees and agents being named as additional insured by endorsement. Renter shall also secure and maintain workers' compensation insurance if Renter has employees as required by State law. Renter shall provide the certificate of insurance and additional insured endorsement to City on aform and with carriers acceptable to the City.
- 4. Subleasing is not allowed and permits are non-transferable.
- 5. Authorized City of San Pablo employees on duty shall have the right to enter all facilities at anytime during a rental.
- 6. The City will furnish electricity, water, and sewer in such locations where these utilities now exist. All requests for use of these facilities and/or additional installations or any special needs must be made in writing to the City listing specific needs. The City will not furnish telephone or internet service in any location.
- 7. Renter must provide additional restrooms when hosting high volume events (300 plus persons), such as a tournament.
- 8. To avoid damage, following items are PROHIBITED on ALL park fields:
 - Long cleats
 - Heels on footwear
 - Pets (except for approved service/assistance animals)
 - · Paint that is not specifically designed for field marking
 - Barbeque grills of any kind
 - Gum, shelled nuts, such as sunflower seeds. NO EXCEPTIONS!



- Picking or pulling of grass fibers, synthetic grass fibers or infill granules
- Digging into field areas or synthetic filed areas with feet, hands, and/or any other object
- 9. In addition to the items listed above, the following items are PROHIBITED on the <u>synthetic</u> fieldturf areas of Rumrill Sports Park:
 - · Metal cleats, screw-in plastic cleats or studs
 - · Chairs, tents, shade canopies, team benches or umbrellas of any kind
 - Team or corner flags with sharp ends
 - Any chalk, paint or other field marking compounds
 - Wheeled ice coolers or ice chests
 - Food of any kind. NO EXCEPTIONS!
 - Spitting on fields (team coaches or officials are required to notify city staff any time there
 are bodily fluids (e.g., blood, vomit) identified on the field surface)
 - Sugar-sweetened beverages or other items of similar nature beverages. Water is the ONLY beverage permitted on fields.
- Bicycles, skates, skateboards, in-line skates or scooters are PROHIBITED in the Rumrill Sports Park gated field area.
- 11. The following is PROHIBITED in ALL park areas including the parking lot:
 - Smoking and use of smokeless tobacco products
 - · Alcoholic beverages of any kind
 - · Glass containers or objects of any kind
 - Firearms or other weapons unless authorized
 - · Candles, open flames or fireworks of any kind
 - Hitting, kicking or climbing on surrounding fencing
 - Storage of equipment
 - Inappropriate or indecent language, conduct and/or harassment or offensive behavior
 - · Any conduct that may jeopardize the safety of others, or of the individual or group
- 12. Renter is responsible for observing, reporting and maintaining field conditions in the following ways:
 - Keep debris off the fields and leave the fields in clean condition.
 - Place all garbage and debris in City provided garbage receptacles. The City will be
 responsible for emptying the trash receptacles. Do not allow garbage or other refuse to
 accumulate in or about the fields, or other occupied areas.
 - Inspect playing surfaces and all other site amenities prior to the start of play.
 - If damage or vandalism is discovered, notify the City of San Pablo Recreation Division immediately with an email with date and time stamped photos sent to the Recreation Office at recreation@sanpabloca.gov. This relieves the Renter or renting organization of responsibility for the pre-existing conditions.

- 13. Any damage to existing fields, utilities, equipment, or finished surfaces resulting from the violation of this rental agreement shall be repaired to the City's satisfaction at the Renter's expense. City will deduct cost of such repairs from Renter's Security and Damage Deposit and Renter shall reimburse such amount immediately so full Deposit amount is maintained.
- 14. Vending/Selling is prohibited in all parks, including the fields and parking lots. Only City of San Pablo permitted vendors are allowed to sell and must do so through designated concession stands or kiosks.
- 15. Field use is limited to the times specified on the Rental Agreement Receipt.
 - Time needed for warm-up or clean up must be included in the rental.
 - Players, coaches, volunteers, spectators, etc. may enter and exit the concrete area adjacent to the fields no earlier than 15 minutes prior to the permitted rental time, and exit no later than 15 minutes after the permitted rental time.
 - No member of the rental party is permitted to step onto any portion of the turf area (i.e. field perimeters) prior to the start of the permitted rental time.
 - Possession of keys or a gate access code to any fields does not grant the Renter or affiliated parties field access outside of permitted hours
 - Any parties remaining on site beyond the scheduled time will be subject to an hourly charge of the base rental fee plus \$20/hr.
- 16. All non-emergency entrances to the field must be left clear for safety reasons.
- 17. Vehicles shall be parked only in designated parking lots. There is to be no parking or dropping off in the neighborhood streets or cul de sacs. Driveways and entrances must be clear at all times. Violators may be ticketed or towed at owner's expense. All parking and drop off for the use of Davis Park Fields is to be done in the parking lot provided for the facility. All user groups are responsible to communicate this to their participants in writing and continually monitor the activity for compliance. Failure for a user group and participants to comply will result in the program / rental being cancelled.
- 18. No vehicles are permitted on the synthetic field area (including emergency vehicles).
- Loudspeakers and public address systems are prohibited without a City of San Pablo noise permit.
- 20. The City reserves the right to cancel any event or to restrict access to the fields due to an emergency, severe weather, vandalism, poor playing conditions or damage that could cause safety concerns or other public health, safety and welfare needs. The City may also terminate in writing any rental that is in violation of this Rental Agreement or in violation of any local, State or Federal laws, regulations, or ordinances. Appeal of the termination shall be directed to the City Manager within ten days of the receiptof the written notice of termination of the rental agreement.

- 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 Cityof 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): Andre L. Williams	
Signature of Applicant Ruch L. William	Date: \ \P \/ 4 \/ 2 \/
Organization Name San Pablo Cowboys Youth	Association