



**Application and Permit for use of City Sports Fields (Due 30 days prior to use)**

Field(s) Requested	Day(s)	Date(s)	Field Use		Lighting	
			Time	Time	Time	Time
<input type="checkbox"/> Larson Park Tennis Court	_____	_____	From _____	To _____	From _____	To _____
<input type="checkbox"/> Arcata Ball Park	_____	_____	From _____	To _____	From _____	To _____
<input type="checkbox"/> Ball Park Batting Cages	_____	_____	From _____	To _____	From _____	To _____
<input type="checkbox"/> ASC North: Softball	_____	_____	From _____	To _____	From _____	To _____
<input type="checkbox"/> ASC South: Softball	_____	_____	From _____	To _____	From _____	To _____
<input type="checkbox"/> ASC East: Soccer	_____	_____	From _____	To _____	From _____	To _____
<input type="checkbox"/> ASC West: Soccer	_____	_____	From _____	To _____	From _____	To _____
<input type="checkbox"/> Sports Complex 3 <sup>rd</sup> . F.	_____	_____	From _____	To _____	From _____	To _____
<input type="checkbox"/> Pacific Union Soccer 1	_____	_____	From _____	To _____	From _____	To _____
<input type="checkbox"/> Pacific Union Soccer 2	_____	_____	From _____	To _____	From _____	To _____
<input type="checkbox"/> Pacific Union Softball	_____	_____	From _____	To _____	From _____	To _____

**\*\*Note:** Check to be sure that the times listed are the ones that you desire.

Those are the earliest and latest times you may enter or leave the field(s).

Additional Times/Comments: \_\_\_\_\_

1) Name of applicant/sponsoring organization: \_\_\_\_\_

2) If a non-profit organization, you must list your non-profit I.D.# \_\_\_\_\_

3) Responsible Individual: \_\_\_\_\_

Name	Address	City	Phone
_____	_____	_____	_____

4) Type of event: \_\_\_\_\_ Estimated attendance each day: \_\_\_\_\_  
Participant age range: \_\_\_\_\_

5) Alcoholic beverages served?  Yes  No Type:  Beer  Wine/Champagne  Hard Liquor

6) Admission Charged?  Yes  No Donations Solicited?  Yes  No

Proceeds Donated To: \_\_\_\_\_

7) \*Ball Park Only: Use of Concession Stand?  Yes  No Use of Announcer's Booth  Yes  No

\*Use of the concession stand and/or the announcer's booth requires an adult supervising each facility at all times.

8) Do you want the City to prep the field(s)?  Yes  No Charge: \$ \_\_\_\_\_

\*Please review the section on personnel and preparation, there are fees for moving fences, goals, etc.

9) Request for permitted use of field grooming machines or other motorized equipment. \*Permission and training from the City Parks Superintendent or authorized City representative required.  Yes  No

**I/We agree to meet the conditions and policies for event as described in this application and agree to pay the total amount due prior to the event.**

Signature of Applicant/Representative \_\_\_\_\_ Date \_\_\_\_\_

DEPOSIT DUE \$ \_\_\_\_\_ DEPOSIT PAID DATE \_\_\_\_\_ RECEIPT # \_\_\_\_\_

INSURANCE SUBMITTED: \_\_\_\_\_ DISCOUNT(S) \$ \_\_\_\_\_ RENTAL FEES DUE: HOURLY: \$ \_\_\_\_\_ TOTAL

FEES PAID: \$ \_\_\_\_\_ FEES PAID DATE: \_\_\_\_\_ RECEIPT #: \_\_\_\_\_ KEY

# \_\_\_\_\_ KEY RETURN DATE \_\_\_\_\_ RETURN DEPOSIT TO: \_\_\_\_\_

City of Arcata Recreation Division

**Rules and Guidelines for the use of City Sports Fields**

## PERMIT REQUIREMENT, DEPOSITS AND FEES

1. Users must file a City Facility Use Permit a minimum of four (4) weeks prior to requested use.
2. All activities must be carried out in compliance with the City Facility use Permit and these regulations. Activities not carried out pursuant to the permit are punishable by a fine as set forth in the Arcata Municipal code, section 1200 and may result in forfeiture of the scheduled event and possible forfeiture of future City facility usage.
3. Non-Profit sponsoring organizations applying for permits must have proof of Non-Profit, 501(c) status and a federal tax identification number. For profit activities shall be allowed only in those City parks or facilities where the City Council has adopted a fully burdened cost recovery fee structure for that park or facility.
4. All applicants must pay a deposit at the time of application to reserve requested facilities. All remaining event requirements and estimated fees are due and payable 30 days prior to the scheduled event. Permittees are responsible for all fees and expenses actually incurred by the City for the event, including additional cleanup or repairs required to restore all facilities used by the permittee to their original condition, except that no permittee shall be required to provide or pay for the cost of public safety personnel to provide for the protection of the event or activity and its attendees from hostile members of the public or counter-demonstrations, or for general law enforcement in the vicinity of the event. City departments shall submit final invoices and billings for department charges to the permittee no later than 20 working days after the expiration date of the permit. If the estimated fees and deposit paid by the permittee are less than the final charges, the permittee shall pay the difference to the City within ten (10) working days of being invoiced for such charges from the City. If the estimated fees and deposit are in excess of those actually incurred, any amount remaining will be refunded to the permittee. Assuming compliance by the applicant with all post-event activities, the City shall endeavor to return unused deposit and estimated fee amounts within 30 working days after the event; unusual circumstances may require a longer time period to process the return of unused fees and deposits.

## INSURANCE, INDEMNIFICATION

1. Each permit shall expressly provide that the permittee agrees to defend, protect, indemnify and hold the City, its officers, officials, employees, agents and volunteers free and harmless from and against any and all claims, damages, expenses, loss or liability of any kind or nature whatsoever arising out of, or resulting from, the alleged acts or omissions of permittee, its officers, agents, employees or volunteers in connection with the permitted event or activity; and the permit shall expressly provide that the permittee shall, at the permittee's own cost, risk and expense, defend any and all claims or legal actions that may be commenced or filed against the City, its officers, officials, employees, agents and/or volunteers, and that permittee shall pay any settlement entered into and shall satisfy any judgment that may be rendered against the City, its officers, officials, employees, agents or volunteers as a result of the alleged acts or omissions of permittee or permittee's officers, agents, employees or volunteers in connection with the uses, events or activities under the permit.
2. Except as otherwise prohibited by law or in the event an exemption is obtained from the City Manager as set out below, the permittee shall, as a condition precedent to the effectiveness of the permit, procure and maintain in full force and effect during the term of the permit a policy of insurance from an insurance company meeting the requirements of the City's insurance pool and authorized to do business in the state as follows:
  - A. A Certificate of Insurance of \$2,000,000 liability coverage. (**General Aggregate & Each Occurrence**)
  - B. An Endorsement naming the "**City of Arcata, its officers, officials, employees, agents and volunteers**" as additional insured.
  - C. The endorsement must also provide a statement that the insurance will be **primary** and that the insurance will not be cancelled without prior written notice given to the City of Arcata.
  - D. Each certificate shall contain a 30-day cancellation notice to the City of Arcata.
  - E. Users proposing to sell or serve alcohol beverages at events open to the public must also submit a Certificate of Public Liability and Host Liquor Liability in the amount of \$2,000,000 naming the City as additional insured with a 30-day cancellation notice.
  - F. Users unable to secure the coverage specified above may be able to do so through a third party, city administered insurance company.
  - G. If the applicant or sponsoring organization does not have an insurance carrier or if the insurance carrier cannot meet the City's insurance requirements, HUB International and/or Gales Creek offer "Special Event Insurance" to event holders which is designed specifically for municipalities.

H. Proof of insurance shall be submitted to the City prior to issuance of the permit.

3. If the City Manager reasonably determines that a particular use, event or activity does not present a substantial or significant public liability or property damage exposure for the City or its officers, council members, employees, agents and volunteers, the City Manager may give a written exemption of the insurance requirements for a permit.

4. The insurance requirements for permits shall not be construed to apply to activities or events involving expressive activity which enjoy protection under the United States or California Constitutions unless there is a specific demonstrable history of personal injury or property damage claims being awarded against the applicant or the sponsoring organization attributable to the applicant's conduct of previous events in the City that are similar in nature to the proposed event. Applicants for permits to conduct activities or events involving expressive activity which enjoy protection under the United States or California Constitutions shall be required to either: (1) agree to indemnify, protect, defend and hold harmless the City, its officers, employees, agents and volunteers against all claims, damages, expenses, loss or liability of any kind or nature whatsoever arising out of or resulting from, the alleged acts or omissions of permittee, its officers, agents, employees or volunteers in connection with the permitted activity or event; or (2) agree to redesign or reschedule the permitted event to respond to specific risks, hazards and dangers to the public health and safety identified by the City Manager as being reasonably foreseeable consequences of the permitted activity or event; or (3) provide insurance coverage as set forth herein.

5. Any claim for an exemption or alternate treatment of the insurance requirement shall be made in writing at the same time as an application for a permit.

#### **CANCELATION AND REFUND**

1. If the event is cancelled at least five days in advance, the full deposit will be refunded. If the event is cancelled less than five days in advance the deposit will be retained by the city.

2. To cancel a reservation, call the Recreation Office at 822-7091. You will be charged for any reservation that is not cancelled three days in advance.

3. If an event is cancelled due to rain, a full refund will be issued.

#### **PARK AND FACILITY USE**

1. The sale of alcoholic beverages is not allowed on City owned parkland except by permit. If you wish to sell alcohol, the following procedures must be adhered to:

- A. Provide Liquor Liability insurance to the City of Arcata.
- B. Receive approval from the Arcata Police Department.
- C. Submit a copy of an Alcohol Beverage Control Board seller's permit.

2. Before leaving the Arcata Ball Park you must lock the gate, restrooms and storage/light room.

3. Parking at the Sports Complex – Parking is strictly prohibited at the Colony Inn Apartments. The apartment manager enforces the ticketing and towing laws.

4. During inclement weather, all field use will be cancelled. If in doubt, call the Recreation Office, Monday - Friday, between 3:00 p.m. - 5:00 p.m. to confirm field status. As the responsible individual of the scheduled field use, it will be your responsibility to determine whether or not a field is playable during the weekends, (unless we have contacted you previously to cancel usage).

5. The City provides two toilets at all times at the Sports Complex, which accommodates 200 people. Your organization must provide additional portable toilets needed to maintain a ratio of one toilet for each 100 people.

#### **6. VEHICLES ARE NOT ALLOWED ON THE FIELDS.**

#### **7. No dogs, alcoholic beverages, glass containers, or bikes are allowed on the fields.**

8. The City reserves the right to cancel reservations for failure to meet payment dates and/or provide insurance. Permit may be revoked without notice where need of the facility for City purpose has subsequently developed.

9. Keys must be picked up by 5:00 p.m. on Friday before a weekend rental.

10. All Batting Practice and Pitching Warm-ups need to be done on the brick dust - unless there is a protective pad placed on turf. Renters will need to provide own protective pad.

#### **11. DO NOT USE CHAIN LINK FENCE AS A BATTING CAGE.**

**FIELD MAINTENANCE AND PREPARATION**

1. It is the responsibility of the City to maintain all athletic fields in a manner that is conducive to the safe playing of permitted athletic field sports. The City operates athletic field and park facility maintenance and repair services through a regularly scheduled program and a written request process. Items found to be damaged, non-working or unsafe should be reported immediately to the City at 822-7091 or 822-5957. At no time are field users or its employees permitted to use field grooming machines or other motorized equipment on City fields or parks without permission from the City Park Superintendent or authorized City representative. Any such approved use, shall require operator training by an authorized City representative to insure the proper and safe use of the equipment. The permitted user group shall provide *Workers' Compensation Insurance*: covering all employees and volunteers as required by the State of California for its employees to operate the equipment.

2. At no time are field users permitted to line or otherwise mark fields without the permission from the City Park Superintendent or authorized City representative.

3. All field users must remove any equipment and supplies used in athletic activities from the fields after each use. Storage of items is the responsibility of each user group or individual. In order to store the equipment at the facility, field users must obtain permission from the City Park Superintendent or authorized City representative.

4. Responsibility for the loss, breakage or need to repair any piece of the facility or area, outside of normal use, shall be upon the individual signing the permit.

5. Permit holder shall never allow another organization group to use the facility under their permit.

AGREEMENT: The undersigned agrees to defend, protect, indemnify and hold the City, its officers, officials, employees, agents and volunteers free and harmless from and against any and all claims, damages, expenses, loss or liability of any kind or nature whatsoever arising out of, or resulting from, the alleged acts or omissions of permittee, its officers, officials, agents, employees or volunteers in connection with the permitted event or activity; and permittee shall, at the permittee's own cost, risk and expense, defend any and all claims or legal actions that may be commenced or filed against the City, its officers, officials, employees, agents and/or volunteers, and that permittee shall pay any settlement entered into and shall satisfy any judgment that may be rendered against the City, its officers, officials, employees, agents or volunteers as a result of the alleged acts or omissions of permittee or permittee's officers, agents, employees or volunteers in connection with the uses, events or activities under the permit. A permit is not valid unless the permit holder has signed the following statement of indemnification:

Signature of Applicant/Representative \_\_\_\_\_ Date \_\_\_\_\_