

Rental Agreement # \_\_\_\_\_



# 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: \_\_\_\_\_ Day of Week: \_\_\_\_\_ Type of Activity: \_\_\_\_\_

Starting Field Time: \_\_\_\_\_ am/pm TO Ending Field Time: \_\_\_\_\_ am/pm

Name of Applicant: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Name of Organization: \_\_\_\_\_ State Non-Profit ID# \_\_\_\_\_

Designated Person In Charge on the Day of Event: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

Children (ages 1-12) \_\_\_\_\_ Teens (ages 13-20) \_\_\_\_\_ Adults (ages 21-35) \_\_\_\_\_ Adults (ages 35+) \_\_\_\_\_

### **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:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

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

Recreation Staff Signature: \_\_\_\_\_ Date Received: \_\_\_\_\_ Approved  Denied  By: \_\_\_\_\_

CM Staff Signature: \_\_\_\_\_ Date Received: \_\_\_\_\_ Approved  Denied  By: \_\_\_\_\_



# City of San Pablo

## Sports Field Rental Policy



The City of San Pablo (City) has six (6) sports fields at three (3) different park locations that are available to rent. Fields are specifically designed for group sport use. Rumrill Sports Park has three (3) youth size artificial turf fields. Davis Park has two (2) convertible baseball fields, one youth and one mini-youth size that can be converted for field sports. Please see the following list of locations and fees for each organization, business, or group.

### Rumrill Sports Park Fields (1509 Rumrill Blvd)

| <b>Rates</b><br>(per hr./per field) | Youth<br>Non-Profit<br>(Resident) | Youth<br>Non-<br>Profit<br>(Non-Resident) | Youth<br>Private<br>(Resident) | Youth<br>Private<br>(Non-Resident) | Youth<br>For Profit<br>(Resident) | Youth For<br>Profit<br>(Non-Resident) |
|-------------------------------------|-----------------------------------|---|--------------------------------|------------------------------------|-----------------------------------|---------------------------------------|
| Field 1                             | \$17/hr.                          | \$22/hr.                                  | \$22/hr.                       | \$28/hr.                           | \$33/hr.                          | \$39/hr.                              |
| Field 2                             | \$17/hr.                          | \$22/hr.                                  | \$22/hr.                       | \$28/hr.                           | \$33/hr.                          | \$39/hr.                              |
| Field 3                             | \$17/hr.                          | \$22/hr.                                  | \$22/hr.                       | \$28/hr.                           | \$33/hr.                          | \$39/hr.                              |
| Practice Field<br>Youth             | \$12/hr.                          | \$17/hr.                                  | \$17/hr.                       | \$22/hr.                           | \$27/hr.                          | \$32/hr.                              |

| <b>Rates</b><br>(per hr./per field) | Adult<br>Non-Profit<br>(Resident) | Adult<br>Non-Profit<br>(Non-Resident) | Adult<br>Private<br>(Resident) | Adult<br>Private<br>(Non-Resident) | Adult<br>For Profit<br>(Resident) | Adult<br>For Profit<br>(Non-Resident) |
|-------------------------------------|-----------------------------------|---------------------------------------|--------------------------------|------------------------------------|-----------------------------------|---------------------------------------|
| Field 1                             | \$39/hr.                          | \$44/hr.                              | \$44/hr.                       | \$49/hr.                           | \$64/hr.                          | \$74/hr.                              |
| Field 2                             | \$39/hr.                          | \$44/hr.                              | \$44/hr.                       | \$49/hr.                           | \$64/hr.                          | \$74/hr.                              |
| Field 3                             | \$39/hr.                          | \$44/hr.                              | \$44/hr.                       | \$49/hr.                           | \$64/hr.                          | \$74/hr.                              |
| Practice Field<br>Adult             | \$28/hr.                          | \$33/hr.                              | \$33/hr.                       | \$38/hr.                           | \$48/hr.                          | \$53/hr.                              |

- Applications for use of the Rumrill Sports Park fields will give priority to each age category as noted below. After the long-term rental submission deadline, age and time priority is removed and all requests are processed on a first-come, first-serve basis. (See Sports Field Rental Administration section of this policy for more information on field distribution and priority use allocation).

### Davis Park Sport Fields (1661 Folsom Ave) (Baseball/Field Sport Convertible):

| <b>Rates</b><br>(per hr./per field) | Non-Profit<br>(Resident) | Non-Profit<br>(Non-Resident) | Private<br>(Resident) | Private<br>(Non-Resident) | For Profit<br>(Resident) | For Profit<br>(Non-Resident) |
|-------------------------------------|--------------------------|------------------------------|-----------------------|---------------------------|--------------------------|------------------------------|
| Baseball<br>Field                   | \$13/hr.                 | \$18/hr.                     | \$28/hr.              | \$33/hr.                  | \$38/hr.                 | \$43/hr.                     |
| Multi-Field                         | \$13/hr.                 | \$18/hr.                     | \$28/hr.              | \$33/hr.                  | \$38/hr.                 | \$43/hr.                     |

**Additional Fees (All Locations):****Rates:**


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|  |                       |
|--|-----------------------|
| • Application Fee  | \$50 (non-refundable) |
| • Security and Damage Deposit                                | \$250 (refundable)    |
| • Adult Light Fee  | \$14/ Hour            |
| • Youth Light Fee  | \$7/ Hour             |
| • Cert. of Insurance naming the City as additionally insured | Market Price          |

Fee Waiver Policy: All fee waiver requests must be made in writing and submitted to the facility coordinator for processing. Final fee waiver decisions are made by City Council. *Please note that Rumrill Sports Park Field 3 is **NOT** eligible for fee waiver.*

**SPORTS FIELD RENTAL POLICY**

It shall be the policy of the City of San Pablo to issue rental agreements that grant permission to use one (1) or more field(s) in City parks. Rental agreements for fields shall be issued in accordance with the defined procedure. Reservations will be made on a community resident priority, and payments are non-refundable and non-transferable. A rental agreement represents a formal agreement whereby the City allows an approved individual, association or organization to occupy a field(s) for a specific period of time. Formal provisions may include, but are not limited to, residency status of players, 501 (c)(3) status, practice and game schedule, and insurance coverage.

**APPLICATION PROCEDURE**

Application for a rental agreement for field use shall be submitted using the proper forms (see Sports Field Rental Application and Field Rental Agreement forms attached) to the Recreation Division. The Sports Field Rental Application form must be submitted by the reservation period deadline (outlined on page 3). Sports fields will only be reserved with the completed Sports Field Rental Application, a signed Field Rental Agreement Form, a certificate naming the City of San Pablo as additionally insured, verifiable proof of 501 (c)(3) status with the Secretary of State (if applicable), and full payment for the dates and location(s) requested. Sports Leagues must additionally provide schedules of practices and games to take place on the requested site/field(s). Organizations may be required to provide documentation as requested by the City including team rosters, player addresses, picture ID, utility bill, etc. to determine residency status. All organizations in Classification Group 2 and Group 4 must be prepared to provide this information when submitting a Sports Field Rental Application.

## OBJECTIVE

The City intends to establish uniform standards for the rental of sports fields. In setting sports field rental standards, the City seeks to meet the following goals and objectives:

1. Fairly distribute available fields;
2. Maximize playing time; and
3. Incorporate “turf recovery periods” to maintain safe, quality fields

The City reserves the right to suspend, modify, or revoke the application of any or all of these Rules and Regulations as it deems necessary to comply with legal mandates, or to facilitate its primary functions, to fulfill the City’s goals and objectives, or to protect the public health, safety or welfare. The City is committed to providing an environment free of discrimination. It is also the City’s policy and practice to assure equal application of these guidelines without regard to race, color, marital status, sexual orientation, religion, national origin, ancestry, age, sex, gender identity, disability, medical condition, or veterans’ status.

## SPORTS FIELD RENTAL ADMINISTRATION

1. Those who wish to rent field space at a park and enter into an agreement with the City shall be known as “Renter.” The City shall designate an employee as its “Rental Administrator” to be the primary contact for Renter on issues related to sports field rentals. Questions regarding the terms, provisions, and requirements of these guidelines shall be addressed initially to the Rental Administrator.
2. Renters shall comply with these Rules and Regulations. The Rental Administrator shall determine whether the proposed renter application falls within the Rules and Regulations. In the event that the application is rejected, the party or parties who submitted the application may request in writing that the decision be reconsidered. The City Manager shall determine whether the proposed renter application will be accepted or rejected and such decision shall be final.
3. Continuous field rental agreements reserving a City sports field for more than seven dates and/or more than one field at a time (including league-organized tournaments) will be allocated on a semi-annual basis. Field Rental Applications and supporting documentation such as insurance and game/practice schedules must be submitted to the Recreation Division according to the following schedule:

| Season        | Dates           | Application & Schedules Due | Payment & Insurance Due |
|---------------|-----------------|-----------------------------|-------------------------|
| Winter/Spring | January – June  | November 1                  | December 1              |
| Summer/Fall   | July – December | May 1                       | June 1                  |

Any person or organization missing these deadlines will have access to any remaining fields after the allocation process is finalized on a first come, first served basis.

4. Fields will be allocated by priority use as outlined below.

### Classification of Priority Groups

|         |   |
|---------|---|
| Group 1 | City of San Pablo sponsored or co-sponsored programs and events. City operated youth/adult recreation activities, programs or athletic leagues.   |
| Group 2 | San Pablo based non-profit youth sports league organizations with current IRS and California State Secretary 501(c)(3) status, whose membership is open to the public. (Groups must have membership of at least 51% San Pablo residents; current roster must be submitted with application)   |
| Group 3 | Public agencies serving youth in the San Pablo Community such as Contra Costa County schools.   |
| Group 4 | San Pablo based non-profit adult sports league organizations with current IRS and California State Secretary 501(c)(3) status, whose membership is open to the public. (Groups must have membership of at least 51% San Pablo residents; current roster must be submitted with application)   |
| Group 5 | Other Non-Profit Groups:<br>Organized non-profit groups with current IRS and California State Secretary 501(c)(3) or 501(c)(4) status, whose membership is open to the public.<br><ol style="list-style-type: none"> <li>1. Resident (Groups must have membership made up of at least 51% San Pablo residents; current roster must be submitted with application)</li> <li>2. Non-Resident</li> </ol>       |
| Group 6 | Individual Renters:<br><ol style="list-style-type: none"> <li>1. Resident</li> <li>2. Non-Resident</li> </ol>   |
| Group 7 | Commercial Groups:<br>Companies, groups, or individuals whose events have the primary purpose of generating a profit such as tournaments, fee-based training programs or camps, etc.<br><ol style="list-style-type: none"> <li>1. Resident (Groups must have membership made up of at least 51% San Pablo residents; current roster must be submitted with application)</li> <li>2. Non-Resident</li> </ol> |

5. The City's Rental Administrator will collect all field use application requests and work with applicants to determine fair allocation of field usage. Should two or more applicants within the same priority group request the same site/field at the same time the Rental Administrator will work with the applicants to negotiate revised usage requests that try to meet the needs of all applicants.
6. When a two or more organizations in the same priority group request the same site/field and it cannot be resolved between the Rental Administrator and the organizations, the following will take place:
  - a. Organizations will be required to submit one "final" packet with all supporting documents to determine residency of each player on the roster. Rosters shall include players names with address and proof of residency status (team rosters, player/parent addresses, picture ID, utility bill, foster care certification, WCCUSD power school database demographic information, etc.)
  - b. The Rental Administrator will review the packet and make determinations of verifiable residency status for each listed San Pablo resident. If supporting documentation for any resident listed is not found to be sufficient by the administrator that individual will not be counted towards the number of verifiable residents. *No additional documentation will be accepted by the City after the initial packet is submitted.*
  - c. The organization with the highest number of players **who can be verified as San Pablo residents** will receive priority reservation, given all other requirements are met.
7. A field use Reservation Agreement will be issued after all requirements have been met and payment has been received. **A request for field use does not constitutes approval.**
8. Keys or gate codes will be issued by City staff for the reserved location(s). All keys are restricted from duplication. Please contact City staff if additional keys are needed.

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



## City of San Pablo 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.

1. 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.
2. 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 and property 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 a form 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 synthetic field turf 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.
10. 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](mailto: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).
19. 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 receipt of 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 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](mailto: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): \_\_\_\_\_

Signature of Applicant \_\_\_\_\_ Date: \_\_\_\_\_

Organization Name \_\_\_\_\_