

# PARK RENTAL CONTRACT

PARK AREAS AND FACILITIES CITY OF SAN RAFAEL  
 C/O 618 "B" STREET, SAN RAFAEL, CA 94901 RECREATION DEPARTMENT  
 (415) 485-3333 (415) 485-3186 fax SAN RAFAEL, CALIFORNIA

DATE SUBMITTED \_\_\_\_\_

This application/contract is issued in accordance with the policies established by the City Council of the City of San Rafael. Failure to comply with policies may cause reason to revoke this agreement.

**PLEASE REVIEW ALL RULES AND REGULATIONS ATTACHED PRIOR TO COMPLETING APPLICATION**

Name of Applicant	Street	City	Zip Code	Home phone	Work phone		
Name of Organization	Street	City	Zip Code	Phone			
Email Address	Type of Activity			Estimated Attendance			
Date of Use:	Hours: from		to				
Days(s) of Week ( <b>Circle</b> )	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
					<b>YES</b>	<b>NO</b>	
Are you a non-profit organization? Non-Profit # _____							
Is the event a fundraiser?							
Is the event open to the public?							
Will admission be charged?							
Will alcoholic beverages be served? (Gerstle Park Redwood Grove ONLY)							
Will alcoholic beverages be sold? ABC Permit # _____							

**HOLD HARMLESS/MANDATORY ARBITRATION AGREEMENT**

As an applicant for use of City of San Rafael areas or facilities, I hereby agree to assume all risks for loss, damage, liability, injury, cost or expense that may arise during or be caused in any way by use or occupancy of an area or facility of the City of San Rafael. I hereby agree to indemnify and hold harmless the City of San Rafael and its officers and employees and any community organization co-sponsoring the program, from and against any and all liability for any injury which may be suffered by me or my child, arising out of or in any way connected with participation in the program named above.

**MANDATORY ARBITRATION OF CLAIMS AGAINST CITY.** It is hereby expressly understood that any claim asserted against the City by the undersigned participant, either on behalf of him/herself or on behalf of another person, on account of bodily injury, mental disturbance, death or property damage, sustained as a result of, or for any reason connected with the use of City property, facilities, or programs pursuant to this rental contract will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court proceedings. **THE CITY AND THE UNDERSIGNED BY EXECUTION OF THIS CONTRACT ARE GIVING UP THEIR CONSTITUTIONAL RIGHT TO HAVE ANY DISPUTE DECIDED IN A COURT OF LAW BEFORE A JURY AND INSTEAD ARE ACCEPTING THE USE OF ARBITRATION.**

I further agree, if alcoholic beverages are served, that I will provide public liability insurance in the amount of \$1,000,000 with the City named as additional insured to protect the applicant and the City from loss, claim, liabilities, or damages, and/or injuries to persons and property attending the function. (Only applicable to Gerstle Park Redwood Grove park rentals. Alcohol is prohibited in all other San Rafael parks.)

I have read both sides of rental application and agree to abide by the General Policy as stated. CVC# (on back of card) \_\_\_\_\_

Visa MasterCard Discover American Express (circle one) Credit Card # \_\_\_\_\_ Expiration \_\_\_\_\_

Driver's License No. \_\_\_\_\_ State \_\_\_\_\_

**Signature of Applicant** \_\_\_\_\_

**FACILITY/ PARK – PLEASE INDICATE THE PARK AREA YOU WISH TO RENT**

- Albert Park Field
- Softball Diamond
  - Baseball Diamond
  - Lights
- Group Picnic Areas
- Albert J. Boro (Pickleweed Park) Areas 1 \_\_\_\_ 2 \_\_\_\_
  - Boyd Park Picnic Area
  - Redwood Grove at Gerstle Park
  - Gerstle Park Lower Picnic Areas 1 \_\_\_\_ 2 \_\_\_\_
  - Pickleweed Park Picnic Area
  - Santa Margarita Park (**Lower area only**)
  - Sun Valley Park (**Lower area only**)
  - Terra Linda Park
  - Victor Jones Park: **Upper Area** \_\_\_\_ **Large Area** \_\_\_\_ **Grass Area** \_\_\_\_

**USE PERMIT APPROVED BY:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **GENERAL POLICY**

All City Parks operate under the jurisdiction of the City of San Rafael and are intended primarily for recreational, cultural & educational programs. Any group with over 15 people using these facilities is required to have an approved permit.

### **PLEASE SEE ATTACHED FEE SCHEDULE**

1. Fees are a two-hour minimum.
2. Non-profit organizations must use park for a non-fundraising event to be eligible for Group I. If it is a fundraiser, the classification is Group II.
3. To be considered a San Rafael resident, individuals must reside within the city limits. For organizations or groups, San Rafael residency is established to having a San Rafael mailing address, as well as proof of 50% of their members live within the San Rafael city limits.
4. Any government tax-supported agency located in Marin which does not fall under Group I, qualifies as Group II.
5. All events for business or commercial use, for profit or gain, qualify as Group III.

### **ADDITIONAL FEES**

1. Groups may be required to deposit with the Recreation Department a \$100.00 damage and cleaning deposit for the use of Albert Park Stadium, all park facilities or swimming pool.

### **APPLICATION PROCEDURES**

1. Reservations will be accepted 6 months in advance. All fees and insurance forms (and ABC permit when required) are due 10 days prior to the event.
2. Hours of use stated on the application permit must include set-up time as well as clean-up time.
3. Rental contracts are non-transferable.
4. All applicants must comply with the State alcoholic beverage policy if alcoholic beverages are to be sold.
5. Reservations for use of the parks by youth groups must be accompanied by an adult sponsor and activity must be supervised by an adult in attendance during the entire event.
6. At the discretion of the recreation supervisor, security or police officers may be required.
7. The applicant whose signature appears on the registration form should arrive at the starting time designated and should plan to be present until the end of the event. If the applicant cannot be present, he should designate an individual and place that name on the application.
8. All parks must be left in the same condition as before the event started. If additional clean-up is required, the user will be charged for all extra costs required.

### **SPECIAL CONSIDERATION**

1. Neither birdseed nor rice are allowed to be thrown at weddings.
2. Deposit will be retained if event is cancelled. If the event is cancelled less than ten days before an event, all monies paid will be retained.
3. Reservations may be revoked at any time whenever the use of the building or facilities may interfere with department program activities or where there has been a violation of approved regulations.
4. Rental fee will be refunded if event is cancelled, due to inclement weather or emergencies that render park unusable.