



# North Highlands Recreation & Park District Field Rental Agreement Brock Park

This application must be completed, signed, and received by North Highlands Recreation & Park District at least **30 days prior** to the event date. Applications submitted less than 30 days in advance will not be guaranteed their event date. Requests are fulfilled on a **first-come, first-served** basis. Applicants can expect to receive a response regarding their application within **10 business days**. Incomplete applications may result in a delayed response. **Quotes will not be given without an application submission.**

### Applicant Information

PRIMARY CONTACT										
First Name		Last Name					Birthdate			
Address		Apt./ Suite		City		State		Zip Code		
Email						Phone Number				
SECONDARY CONTACT										
First Name		Last Name					Birthdate			
Address		Apt./ Suite		City		State		Zip Code		
Email						Phone Number				

### Business/Organization Information (If applicable)

BUSINESS/ORGANIZATION										
Name						Is this a Non-Profit Organization? <small>(Proof of 501c3 non-profit status must be submitted along with the application)</small>			<input type="radio"/> Yes	<input type="radio"/> No
Address		Apt./ Suite		City		State		Zip Code		
Email						Phone Number				

### Rental Information

EVENT DETAILS								
Event Name/Purpose					Expected Maximum Guest Count			
Type of Event	<input type="radio"/> Baseball Practice/Game <input type="radio"/> Football Practice/Game <input type="radio"/> Soccer Practice/Game <input type="radio"/> Other:							
Which field(s) do you plan on using and on what days/times?	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
Field 1 (60-70)								
Field 2 (60-70)								
Field 3 (70-80-90)								
Preferred Rental Date(s)				Alternative Date(s) <small>(If preferred date(s) are not available)</small>				
Set Up Time <small>(The time to access the field)</small>				Event End Time <small>(When cleanup will begin)</small>				
Event Start Time <small>(When guests will be arriving)</small>				Vacate Time <small>(The time everyone will be leaving)</small>				
Will your event be open to the public?	<input type="radio"/> Yes <input type="radio"/> No			Will your event charge admission?		<input type="radio"/> Yes <input type="radio"/> No		

I understand and acknowledge that by initialing this page that the given information provided above is accurate to the best of my knowledge and that any changes to the details of the rental made 2 weeks or less before the event date may result in a \$25.00 administrative processing fee.

Initial Here: \_\_\_\_\_



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This agreement for use of playing fields at Brock Park made between the North Highlands Recreation and Park District, hereinafter referred to as the "District" and a user group, hereinafter to as the "Renter". The season will begin \_\_\_\_\_.

### **Insurance:**

1. General liability insurance: The Club shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
  - a. Such insurance shall name District its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The Club shall file certificates of such insurance with the District, which shall be endorsed to provide thirty (30) days' notice to the District of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the District may deny access to the facility.
  - b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District's self-insurance pool.
  - c. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Club maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Club. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to District.

### **Indemnification:**

The Club shall indemnify, defend, and hold harmless District, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the Club's use or occupancy of a facility or property controlled by the District, unless solely caused by the gross negligence or willful misconduct of District, its officers, employees, or agents. The Club will defend and indemnify the District for any liability arising out of its failure to fingerprint, screen and perform criminal background checks on employees or volunteers who work in association with minors while utilizing District facilities.

### **Deposit:**

The Renter will provide the District with a \$100.00 deposit before the start of the season (per the above dates). This deposit will be used for any maintenance performed by District personnel beyond the terms of Item 3 in the Conditions section of this agreement. The District will notify the Club of any work performed by District



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staff and provide them an accounting of the dates and hours worked. This deposit minus any necessary deductions will be returned to the Club at the close of the season.

### Fees and Charges:

The District charges \$25.00/hour for a minimum for 2 hours per rental use. Payment must be completed at least one week in advance.

### Conditions:

The following conditions are mutually understood and agreed to by both parties:

1. Request for District playing fields usage must be made in writing to the District at the beginning of each season. Usage of fields and dates of use shall be as approved by the District Administrator, who has the authority to suspend usage of any field when in the best interest of the District.
2. It is understood and agreed that The Renter shall be responsible for cleanup of all debris or food consumed after each use.
3. It is understood and agreed that alcohol is strictly prohibited at Brock Park and not allowed at any time.
4. The District reserves the right to cancel use of the fields in the event of inclement weather that could create a safety hazard for participants or result in damage to the fields.
5. It is understood and agreed that the Club will have no access to restroom facilities at Brock Park.
6. Under no circumstances may the Renter post any signs, install permanent scoreboards, install fencing, or make any improvements without the express written consent of the District Administrator. If approval is given for fencing or installation of a scoreboard, it must meet District safety standards and must be maintained in a safe condition by the Renter.
7. Participants of the Renter may not park on the turf at any time. If cars continue to park on the turf areas it may result in the Renters loss of District playing fields for the remainder of the season.
8. The Renter must also comply with all statues, regulations, and local ordinances that may apply to the agreement including, but not limited to, Employee and Volunteer Background Screening, the American With Disabilities Act, The Child Protection Act of 1994, Megan's Law, etc.
9. It is understood and agreed that the Renter shall adhere to all policies established by the North Highlands Recreation and Park District.

\_\_\_\_\_  
User Group

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott Graham, District Administrator

\_\_\_\_\_  
Date

### Insurance Standards for Rentals

A current **Certificate of Liability Insurance** and **Additional Insured Endorsement** must be received by the Recreation & Park District at least ten (10) business days prior to the permit date.

- An Additional Insured Endorsement is **required** because Certificates of Liability Insurance alone do not protect the additional insured. As noted on the certificate: "This certificate is issued as a matter of information only and conflicts no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy."
- It is the responsibility of the permittee to provide an updated Certificate of Liability Insurance and Additional Insured Endorsement prior to the policy expiration date to ensure there is no lapse in coverage. Permittees will not be granted access to the facility until a new policy is on-file.
- Insurance provided must be primary and noncontributory and include an endorsement.
- The Facility User's General Liability and Workers' Compensation policies are to be endorsed to waive all rights of subrogation against Recreation and Park District.
- Renters who have employees are required to carry workers' compensation and have an agreement/endorsement of waiver of subrogation for workers' compensation for employee injury/illness.
- Certificates of Liability Insurance must include policy number, the name of the insured individual or business, the effective dates of coverage, and the permit location(s). **Insurance coverage must include and clearly state the entire facility is covered by the policy.**
  - The policy number listed on the Additional Insured Endorsement must match the policy number listed on the Certificate of Liability Insurance.
- Certificates of Liability Insurance must be for an Occurrence Policy (not Claims-Made).
- Minimum liability limits are as follows:
  - \$2,000,000 General Aggregate
  - \$1,000,000 Per Occurrence
  - \$1,000,000 Automotive
  - \$1,000,000 Personal & Advertising Injury
  - \$1,000,000 Products Completed-Operations
  - \$1,000,000 Sexual Abuse and Molestation
- Umbrella or Excess Liability Insurance is acceptable to fulfill the required liability limits.
- Sports Organizations** – If the use includes athletic activities, the Organization shall provide evidence that the CGL includes coverage for injuries to athletic participants and should also provide evidence of Participant Accident Insurance. **Minimum coverage 1M per occurrence and 2M in general aggregate.**
- Sexual Abuse or Molestation (SAM) Liability: If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.



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- The **Certificate Holder** and **Name of Additional Insured** sections must read as follows:

**Your District Name, Its Directors, Officers, Agents, Volunteers, and Employees  
1234 Park Drive, Anywhere, CA 90000**

- Cancellation Clause** must read as follows: "Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail 10 days' written notice to the certificate holder named to the left."
- No blanket endorsements will be accepted.