

Greater Vallejo Recreation District

Authorized On: 09/05/2023 03:29 PM

395 Amador St. Vallejo, CA 94590 707-648-4600 recreation@gvrd.org https://www.gvrd.org/

PERMIT #3274

NOTE: Rental

Permit Holder

Bay Area Men's Senior Baseball League 1201 Glen Cove Parkway, Unit 1107 Vallejo, CA 94591

Authorized Agent

Teresa Evans 707-648-4600 recreation@gvrd.org https://www.gvrd.org/

RESERVATIONS

Location	Facility	Date	Time	Hours	Fee
Wilson Park	Wilson Baseball Field	Sun, Sep 10th 2023	09:00 AM-05:00 PM	8.00	\$240.00
				TOTAL:	\$240.00

CHARGES

LOCATION	FACILITY	DESCRIPTION	TOTAL	PAID	BALANCE DUE
Wilson Park	Wilson Baseball Field	Sep 10, 2023 9:00 AM-5:00 PM	\$240.00	\$240.00	\$0.00
		TOTAL	\$240.00	\$240.00	00.02

PAYMENTS

RECEIPT #	DATE/TIME	DESCRIPTION	AMOUNT
60499227	09/06/2023 10:27 AM	Credit/Debit	\$240.00

TOTAL: \$240.00

PROMPT RESPONSES

Location	Facilities	Date	Days
Wilson Park	Wilson Baseball Field	09/10/2023	Sun

#1 - Will you be renting lights for the two hour minimum? Resident-\$25/hr. 2 hr. minimum - for \$50 Non-Resident \$30/hr. 2 hr. minimum - For \$60 Lights will come on 15 minutes prior to the scheduled event and go off 15 minutes after the event is over.

Response: No

Wilson Park Wilson Baseball Field 09/10/2023 Sun

#2 - How many hours will you need lights beyond 2 hours? (Put 0 if you only need lights for two hours.) Resident-\$25/hr. Non-Resident \$30/hr. Lights will come on 15 minutes prior to the scheduled event and go off 15 minutes after the event is over.

Response: 0

Wilson Park Wilson Baseball Field 09/10/2023 Sun

#3 - Are you representing a Non-profit? ALL Non-Profits must produce a 501c3 within 7 days of requesting this reservation.

Response: No

Wilson Park Wilson Baseball Field 09/10/2023 Sun

#4 - Will you want to use the Wilson Baseball Concession stand and bathrooms?

Response: No

Sports Facilities Policies

Throughout these policies the term "event" refers to any activity held on/at an athletic field or park, including but not limited to: games, practices, tournaments, and private parties.

A. FACILITY USAGE

 SCHEDULING: Fields open at 8:00am and close at 10:00pm, no exceptions. All fields are subject to Greater Vallejo Recreation District scheduled activities, in which case signage will be posted. District staff shall schedule and coordinate use of all athletic fields and parks. (The Greater Vallejo Recreation District reserves the right to make changes to schedule due to weather conditions, and GVRD programs, events, etc.)

All natural grass fields are CLOSED from November 1-March 31.

- 2. APPLICATION PROCESS: The Greater Vallejo Recreation District (GVRD) accepts athletic facility rental applications year-round and distributes field rentals on a quarterly basis. After the allocation process, fields are distributed on a first-come, first-served basis. Applications must be submitted a minimum of <u>two-weeks</u> prior to the rental date. All applicants will be contacted within three business days with an update regarding the status of the rental application.
- 3. QUARTERLY DEADLINES:

- 1. Requests for January, February, and March must be submitted by **December 1**, of preceding vear
- 2. Requests for April, May, and June must be submitted by March 1, current year
- 3. Requests for July, August, and September must be submitted by June 1, current year
- 4. Requests for October, November, and December must be submitted by <u>September 1</u>, current year
- 4. **PAYMENTS:** Payments for all field usage must be made by the 5th of the month after usage. Payments not made by the 5th of the month may result in suspension of account, exclusion from GVRD Facilities, and possible revocation of agreement.

5. LIGHTS:

- Dan Foley Turf Field: Lights are programmed on/off by GVRD. Field lights will be activated 15 minutes prior to sunset and/or before your scheduled reservation and 15 minutes after your scheduled reservation. Lights cannot be on past 10:15pm. If lights do NOT come on. Please contact the Recreation Superintendent after hours at (707) 980-3532.
- 2. Dan Foley McManus Field, Madren Field (Richardson Park), Wilson Park Baseball Field: GVRD will provide a key/passcode for access. Field lights will be activated and turned off manually by the renter. Lights can be activated 15 minutes prior to sunset and/or no earlier than 15 minutes before your scheduled reservation. Lights must be deactivated 15 minutes after scheduled reservation. If lights are left on after the duration of your rental. Renter will be charged for the excess use of lights beyond the scheduled reservation. Lights must be OFF by 10:15pm for all scheduled reservations.
- 6. KEYS: Keys/passcodes will be provided for the field and/or lights depending on the reservation and the athletic field or park. A key/passcode deposit of \$30 for residents and \$40 for non-residents is required for each key/passcode. Keys must be returned no later than 24 hours after use, unless other arrangements are made with district staff. For more information, contact GVRD Sports Department at (707) 648-5317. Key/Passcode deposit rates will increase to \$50 for residents and \$60 for non-residents starting on July 1, 2023.
- 7. **RAIN:** Use of natural grass fields may be prohibited after heavy or extended rain. All field closures are at the discretion of the Sports Coordinator, Sports Supervisor, and Parks Supervisor. If there is any uncertainty as to playability of athletic fields, please contact the GVRD Sports Department (707) 648-5317.
- 8. **HOURS OF USE:** Hours requested should include time for any of your group's special setup and cleanup needs. Individuals associated with your event will not be allowed to enter the sports facility or park before the time indicated. All individuals associated with the event must vacate the sports facility or event by the indicated ending time. NO EVENT CAN EXTEND BEYOND 10:00 PM (City Municipal Code)

- 9. **CONDITION:** All permittees must accept the sports facilities, parks, and surrounding area in the condition found. The Greater Vallejo Recreation District makes no warranty as to the safety and usability of any athletic field/park beyond that afforded to the general public.
- 10. TRASH: All trash shall be properly disposed of in the on-site trash containers. The Greater Vallejo Recreation District shall be responsible for emptying trash containers on a routine basis. Any overflow trash shall be disposed of on an as needed basis by the Permittee. At no time shall trash be overflowing in containers or left in undesignated areas, and failure to do so may result in additional fees. (Glass bottles are prohibited).
- 11. VEHICLES: No vehicles are allowed in unauthorized areas except emergency vehicles. All parking shall occur in designated parking areas and shall not occur on any grassed, landscaped, pathways or turf area. All parking signs shall be followed.
- 12. **PERSONAL PROPERTY:** All users are responsible for removal of their personal property from the sports facility or park after each event. The district shall not be responsible for any personal property left behind.
- 13. **GENERATORS:** Use of generators and fireworks in public parks and spots facilities is prohibited.
- 14. **DOGS:** Dogs are prohibited at all sports facilities.
- 15. **PORTABLE RESTROOMS:** Portable Restrooms may be required for your event. Restrooms will be placed in a mutually agreed upon location and will be sufficient for public use. The cost of placing, maintaining, servicing, and removal of any such portable restrooms shall be paid by the renter.
- 16. **MAINTENANCE:** Use of any sports facility or park may be disrupted at any time to perform necessary maintenance.
- 17. **ALCOHOL:** Alcoholic beverages are prohibited in designated parks or sports facilities unless a specific permit from GVRD is issued allowing alcohol. Permit must be obtained in person. please contact the GVRD Sports Department (707) 648-5317 for more information.
 - 1. No glass containers are allowed in Greater Vallejo Recreation District parks or athletic fields. (GVRD Policy #3070, Use of Parks and Facilities.)
 - 2. Sale of alcohol is prohibited unless an ABC permit is obtained.

18. LIABILITY/INSURANCE COVERAGE/WORKERS' COMPENSATION:

- 1. Vendor 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 District. The District, 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 District in a form and with carriers acceptable to the District.
 - Such insurance shall name Greater Vallejo Recreation District (DISTRICT), its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The RVENDOR 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.
 - 2. 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.
 - 3. 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 VENDOR maintains higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to coverage for the higher limits maintained by the VENDOR. Any available insurance proceeds more than the specified minimum limits of insurance and coverage shall be available to DISTRICT.

19. DAMAGES:

- 1. Any damage or loss to sports facilities or park equipment is the responsibility of the permittee. The permittee shall be liable for costs associated with call-outs of public workers and officials and restoring and/or replacing any damages or losses.
- 2. If the permittee refuses to pay, legal action may be taken. In any case, the permittee will not be allowed to use any district facilities again until full payment has been made.
- 20. CANCELLATIONS/RESCHEDULING: It is the responsibility of the renter to report any and all cancellations and/or changes by the last day of the month for the month of use. No exceptions. Changes and/or cancellations not reported by the last day of the month will not be processed nor will they be reflected on the usage charges. Changes and/or cancellations must be reported to the Sports Department at jmyers@gvrd.org or at tevans@gvrd.org.

21. CANCELLATION BY THE DISTRICT

- In addition to the right to terminate this rental agreement upon permittee's default, Recreation Services shall have the right to terminate part or all of this agreement at any time in the following circumstances:
- 2. Upon thirty (30) days written notice.
- 3. Immediately without notice if the Board of Directors, General Manager, Parks or Recreation Superintendent, City officials, District personnel, the County Emergency Services Director, or local state or federal official determines that the facility is required for public necessity or emergency use.
- 4. Immediately without notice if the facility is destroyed or damaged.
- 5. Acts beyond our control and force majeure.

22. **PERMIT REVOCATION** A permit may be revoked for:

- Failure to observe any rules, regulations, and ordinances of the Greater Vallejo Recreation District, for improper conduct or cancellation by district (see "F. CANCELLATION BY District" section).
- 2. Incomplete or incorrect information regarding the nature of the event or expected attendance is given to District staff, immediate cancellation of permit may result with no refund of fees and/or deposit.
- 3. Any publication of the proposed activity that occurs prior to the permit being approved shall cause the permit to be denied.
- 4. Events that exceed attendance capacity may be immediately canceled with no refund of fees and/or deposit.
- 5. Fights, vandalism or unacceptable behavior occurring during an event shall cause immediate cancellation of the permit and no refund of fees and/or deposit.
- 6. Outside invoices, money due to the district, and subleasing of sports facilities for profit.
- 23. **AMPLIFIED SOUND:** The use of amplified sound is prohibited except when specifically authorized by the DISTRICT.

24. SALE OF FOOD AND MERCHANDISE

1. The sale of food will require a permit obtained from the Health Department of Environmental Health Services (707) 784-6765. The renter is responsible for obtaining a permit. Food

- concessions sales are prohibited on district property, without prior approval by GVRD.
- 2. Concessions are allowed only at Dan Foley and Wilson Baseball field at a cost of \$30/day. Seven days' notice is required for use of concession stands.

25. SECURITY & SUPERVISION

- 1. Based on the size and type of the event, additional security and supervision may be required. Arrangements and costs are the responsibility of permittee.
- 2. All rental group attendance will require one (1) security guard per one hundred (100) guests. Security will be required if alcohol is served/sold during a reservation.
- 3. The District reserves the right to require additional security guards based on the size and the type of event scheduled at the fields.
- 4. 4. The Greater Vallejo Recreation District shall have the absolute right to enter premises herein specified, or any portion thereof, at all times.
- 26. **ADA COMPLIANCE:** In compliance with the Americans with Disabilities Act of 1990, renters are prohibited from discriminating against individuals with disabilities in any events, programs, or activities.
- 27. **RECREATIONAL OPPORTUNITIES FOR PERSONS WITH DISABILITIES:** We welcome people with disabilities to participate in any class or activity offered by GVRD. will make a reasonable effort to accommodate the participants' special needs so that they may enjoy the recreational opportunities offered by our department.
- 28. **HOLD HARMLESS AND RELEASE AGREEMENT:** In consideration of participation in this rental, the Permittee agrees to indemnify and hold harmless, and to release, waive, and discharge, the Greater Vallejo Recreation District, and its agents, officers and employees, and any community organization co- sponsoring the program, from any and all liability to any person or entity for any injury, including death, or property damage, arising out of or in any way connected with participation by the undersigned and/or other persons pursuant to this permit, including injuries or property damage, except those arising from the established active sole negligence or sole willful misconduct of the District or its employees. To the extent a release and/or waiver of any type is obtained from any participant in the event/activity, said release and/or waiver shall expressly include the District, its employees, agents, and representatives as released parties. Said provision(s) shall confirm that the District, its employees, agents and/or representatives are released from all claims or damages of any type which may arise or are in any way related to participation in said event/activity.

My signature below signifies that: I am 21 years old or older; I agree to abide by all the conditions of this application; and I also agree to pay to the Greater Vallejo Recreation District all costs the District may incur as a result of any failure to fully comply with all of these conditions.

I HAVE READ THE ABOVE HOLD HARMLESS AND RELEASE AGREEMENT AND FULLY UNDERSTAND THAT I ASSUME ALL RISKS FOR ANY INJURIES AND PROPERTY DAMAGE SUFFERED.

PRINT NAME (of permitee):	
SIGNATURE (of permitee):	DATE:
GVRD REPRESENTATIVE SIGNATURE:	DATE:

SPORTS FACILITIES POLICIES
All fees are due on the 5th of the month after use, unless other arrangements are approved by the Sports Department and Superintendent.
<u>Set-up</u> and <u>clean-up</u> of the sports facilities is the responsibility of the group(s) reserving. Permittee must leave the field restored to a clean condition, including the disposal of all trash. If District staff is required to conduct extra cleaning resulting from permittee use, additional fees will be charged.
Renter is responsible for all guest behavior. Violence, vulgarity, behavior deemed inappropriate and unsupervised children are not permitted and will not be tolerated. Guests must adhere to all District policies and procedures.
Alcohol Beverages are PROHIBITED at all GVRD sports facilities and property. Unless alcohol permit is obtained and/or ABC permit is obtained.
Smoking and vaping is PROHIBITED at all GVRD sports facilities and property.
PROHIBITED in sports facilities: spitting, sunflower seeds, gum, glass, lawn chairs, gas/propane powered heaters, bbq grills of any kind, portable lights, amplified sound, animals, stakes or sharp anchoring devices, and metal cleats on synthetic field.
Parking is ONLY permitted in designated parking areas. Do not park on any grass areas, landscaped areas, walking paths, red zones, and blocking fire hydrants.
All Permit holders MUST follow all park rules.
A deposit may be required, depending on the nature of the event.
Any violation of the Sports Facilities Policies will result in:
A first offense = \$250 fine
Second offense = \$250 fine
Third offense = 1 Year suspension & GVRD will cancel all future reservations. Permit holder will not receive a refund All future privileges of reserving GVRD sports facilities will be denied for one year from the date of the offense.
I HAVE READ THE ABOVE HOLD HARMLESS AND RELEASE AGREEMENT AND FULLY UNDERSTAND THAT I ASSUME ALL RISKS FOR ANY INJURIES AND PROPERTY DAMAGE SUFFERED.
PRINT NAME (of permitee):
SIGNATURE (of permitee): DATE:

SVRD REPRESENTATIVE SIGNATURE:	DATE: