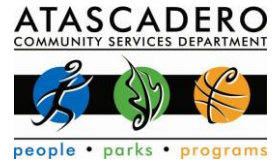




**CITY OF ATASCADERO**  
 5599 Traffic Way, Atascadero, Ca 93422  
 805-470-3360  
 www.atascadero.org



## Outdoor Facility Use Agreement

It is the City of Atascadero's desire that all patrons who periodically use a City building, room, land, auditorium, gymnasium, arena, stadium, field, area, or other City of Atascadero property (the "Facility") are able to enjoy the Facility. This agreement has been set in place to achieve that goal.

The person signing this agreement and the organization on whose behalf the Facility rental is being made (collectively the "Renter") are responsible for compliance with this agreement. All Renters are required to read and sign the Facility Use Agreement as part of the rental. Please read carefully, fill out Facility, Renter, and event sections, and sign in the signature page at the end of this document.

### FACILITY INFORMATION

| ATASCADERO LAKE PARK   | COLONY PARK   | PALOMA CREEK PARK  | SUNKEN GARDENS   |
|--|---|--|--|
| <input type="checkbox"/> BBQ AREA #1<br><input type="checkbox"/> BBQ AREA #2<br><input type="checkbox"/> BBQ AREA #3<br><input type="checkbox"/> BBQ AREA #4<br><input type="checkbox"/> BANDSTAND<br><input type="checkbox"/> ZOO GARDEN<br><input type="checkbox"/> VETERAN'S MEMORIAL<br><input type="checkbox"/> ALVORD BASEBALL FIELD | <input type="checkbox"/> SOFTBALL FIELD #1<br><input type="checkbox"/> SOFTBALL FIELD #2<br><input type="checkbox"/> BBQ AREA<br><input type="checkbox"/> BOCCE BALL COURTS<br><input type="checkbox"/> PICKLEBALL COURTS (CIRCLE #)<br>#1 #2 #3 #4<br><input type="checkbox"/> OUTDOOR BASKETBALL COURTS | <input type="checkbox"/> SOFTBALL FIELD #1<br><input type="checkbox"/> SOFTBALL FIELD #2<br><input type="checkbox"/> SOCCER FIELD #1<br><input type="checkbox"/> SOCCER FIELD #2<br><input type="checkbox"/> LITTLE LEAGUE FIELD<br><input type="checkbox"/> EQUESTRIAN ARENA<br><input type="checkbox"/> HORSESHOE PITS<br><input type="checkbox"/> BBQ AREA<br><input type="checkbox"/> VOLLEYBALL COURT | <input type="checkbox"/> SPECIAL EVENT<br><input type="checkbox"/> ROAD CLOSURE NEEDED<br><input type="checkbox"/> CITY HALL STEPS<br><input type="checkbox"/> THE PLAZA, Across from Sunken Gardens |

### RENTER INFORMATION

Last Name, First Name: \_\_\_\_\_ Application Date: \_\_\_\_\_

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

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

**PLEASE CHECK ONE:** Individual  Organization  Non-Profit

**IF REPRESENTING AN ORGANIZATION, COMPLETE THE FOLLOWING:**

Name of Organization: \_\_\_\_\_ Purpose: \_\_\_\_\_

Address: \_\_\_\_\_

IRS No. (if non-profit): \_\_\_\_\_ Event Contact Person: \_\_\_\_\_

### EVENT INFORMATION

Title/Description: \_\_\_\_\_ Date of event: \_\_\_\_\_

Start Time (include set-up): \_\_\_\_\_ End Time (include clean-up): \_\_\_\_\_

Estimated attendance: # of Adults \_\_\_\_\_ # of Youth \_\_\_\_\_ Total Estimated Attendance: \_\_\_\_\_

### SELECT ALL APPLICABLE ITEMS BELOW:

|   |     |    |  |     |    |
|---|-----|----|--|-----|----|
| ELECTRICITY NEEDED? (\$15 fee)  | YES | NO | BOUNCE HOUSE? (liability insurance is required)<br>What Company? | YES | NO |
| OPEN TO PUBLIC?   | YES | NO | AMPLIFIED MUSIC? Hours: _____                                    | YES | NO |
| ADMISSION FEE?  | YES | NO |  | YES | NO |
| WILL FOOD BE SOLD? (If yes, a county health permit is required)   |     |    |  | YES | NO |
| WILL ALCOHOL BE SOLD? (If yes, a CA State Alcohol Beverage Control License and Director approval is required) |     |    |  | YES | NO |

### DEPARTMENT USE ONLY

DATE: \_\_\_\_\_ PAID \$ \_\_\_\_\_ RECEIPT#: \_\_\_\_\_ PERMIT#: \_\_\_\_\_ BY: \_\_\_\_\_

## CONDITIONS OF USE

### A. RESERVATIONS

1. A written application, by applicant, is required before a reservation date can be considered.
2. All use-permit requests for usage of City facilities shall be authorized by the director of Recreation or designee subject to the availability of the facility.
3. A Facility Use Contract must be granted for all groups or individual reserving City facilities.
4. **A copy of the facility contract is to be present at the function for which application as applied.** In the case of a group or organization, it is recommended that one person should be designated, and all arrangements should be made through this representative.
5. Reservations shall be granted on first-come, first-served basis by the Recreation Division and subject to the availability of the facility. **All required fees must be paid prior to the facility being utilized.**
6. A Facility is not considered rented until (1) Renter delivers to the City of Atascadero Recreation Division the Facility Use Agreement, rental fee, deposit, certificate of insurance, written evidence of permits and licenses, and any other items deemed necessary by the City of Atascadero; and (2) the City of Atascadero, in its sole discretion, approves such rental in writing.
7. A person who is at least eighteen (18) years of age must sign this agreement. If alcohol is served, a person who is at least twenty-one (21) years of age must sign this agreement.
8. **Renter shall be responsible for securing all required permits and licenses.**
9. The facility shall be used for the purpose stated in this agreement and no other use will be permitted.
10. Renter shall not use the City of Atascadero's name to suggest endorsement or sponsorship of the event without prior written approval of the Recreation Director or his/her designee. Renter's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
11. Renter shall be responsible for picking up the keys to the Facility, if any, from the Recreation Division prior to the event. Renter shall return keys immediately following the event to the Recreation Division.
12. **Under no circumstances shall Renter sublease or allow any other organization or individual to use the Facility for the period for which Renter has contracted. Renter is an independent contractor and not the agent or employee of the City of Atascadero.**

### B. FEES

1. A non-refundable reservation deposit is required on certain City facilities and is due at the time of permit application submittal. This deposit will be applied toward the facility-usage fee if the application is confirmed. If an application is not accepted, the reservation deposit will be refunded to the applicant in full.
2. A refundable security deposit may be required at certain facilities and must be paid in full twenty (20) working days prior to the event date being confirmed. This fee shall be refunded only in the facility is left clean and without damages to the building or its furnishings. The City reserves the right to retain all or part of the security deposit if the facility is left unclean or damaged.
3. All facility-use rental fees are due a minimum of fourteen (14) workdays prior to the event date. If all rental fees are not paid within this period, the facility application may be canceled and the reservation deposit (if applicable) will be retained in whole by the City.
4. In the event the Facility is left damaged, Renter shall be charged for any and all janitorial and/or repair fees incurred by the City of Atascadero as a result of same and these fees shall be billed to Renter.
5. When applicable, person utilizing City facilities is to receive necessary City keys from the Recreation Division immediately prior to the scheduled facility use. All keys must be returned to the Division by the first workday after the event date. A key deposit of \$20.00 will be charged.
6. At certain events, City staff may be assigned to assist at the rate of \$12.00 (professional full-time staff will be charged when applicable) per hour. This fee must be paid prior to the event date.

### C. INDEMNIFICATION AND INSURANCE

1. Renter shall indemnify, defend, and hold harmless the City of Atascadero, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries or communicable diseases, illnesses, viruses, to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of Atascadero, its officers, employees, or agents.
2. Renter shall procure and maintain general liability insurance against 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 during and/or arising out of or in any way connected with Renter's use or occupancy of the City of Atascadero's facilities and adjoining property in the amount of \$1,000,000 (one million dollars) per occurrence. Such insurance shall name the City of Atascadero, its officers, employees, and agents as additional insureds prior to the rental date of the Facility.
3. Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the City of Atascadero's facilities and adjoining property to the Recreation Director or his/her designee, in writing and as soon as practicable.

4. Renter waives any right of recovery against the City of Atascadero, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. Renter shall not charge results of “acts of God” to the City of Atascadero, its officers, employees, or agents.
5. Renter waives any right of recovery against the City of Atascadero, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renter’s use or occupancy of the Facility and adjoining property, even if the City of Atascadero, its officers, employees, or agents seek recovery against Renter.

**D. MISCELLANEOUS**

1. **Renter shall comply with all local, state, and federal laws and regulations related to the use of the Facility. Renter is also responsible for following all current, County Health Department COVID-19 safety guidelines that can be found at [www.emergencyslo.org](http://www.emergencyslo.org).**
2. Permits granted on a continuing basis are valid for a maximum of twelve (12) months.
3. If Renter violates any part of this agreement or reports false information to the City of Atascadero, the City of Atascadero may refuse Renter further use of the Facility and Renter shall forfeit a portion of or all of the rental fee and/or the deposit.
4. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
5. A permit will not be issued under the following conditions:
  - Insufficient Notice:** When Department personnel cannot be scheduled, facility prepared, other conditions relating to such use cannot be completed in the time between the date of the request and the date of the proposed event.
  - For Hazardous Activities:** When activities are of hazardous nature, which may endanger person or property.
  - Prior Circumstances:** When permittee has mistreated a facility or violated facility –use policies during a previous occupancy.
  - Event Publicized Prior to Approval:** When an event has been publicized prior to receiving approval for facility use and the facility is not available.
6. **Cancellation of Permit:**
  - By permittee:** To cancel a reservation or change the date of a facility-usage permit, the permittee must give a minimum of twenty (20) work days in writing for all indoor facility reservations and the Sunken Gardens Park. A reservation deposit (if applicable) may be transferred to another date in the same facility, but is not refundable if permittee cancels. To change the time of an event, a minimum of 48 hours notice is required. In case of inclement weather or extenuating circumstances for outdoor reservations, the applicant may reschedule the reservation date or request a refund, minus \$15 processing fee.
  - By the City:** A permit may be cancelled for any of the following conditions: A. If the permit is found to contain false or misleading information: B. The use or proposed use would be detrimental to the safety or general welfare of the City or the efficient operation of the facility for the public welfare: C. Should any individual, group, member or guest willfully or through gross negligence, mistreating the equipment/facility, or violate any of the rules or state or local ordinance: D. Failure to make rental fee payment within the minimum times provided: E. If permittee defaults on or has not completed all conditions and requirements for use of a facility: F. If the facility is needed for public necessity or emergency use.
7. **Release, Hold Harmless and Agreement Not to Sue:** I fully understand that my participation in the use of a City facility exposes me to risk of personal injury, death or property damage. I hereby acknowledge using city facilities and agree to such risks. I hereby release, discharge and agree not to sue City of Atascadero for any injury, death or damage to or loss of personal property arising out of, or in connection with, my participation in a facility rental from whatever cause, including the active or passive negligence of a scheduled event or any other participants in the facility rental. In consideration for being permitted to participate in the use of city facilities, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify and hold harmless City of Atascadero from any and all claims, demands, actions or suits arising out of or in connection with my participation in the facility rental.

**IMPORTANT: READ BEFORE SIGNING**

I am an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_