

OFFICE USE ONLY:

PAID BY CHECK # _____ VISA/MC# _____ EXP. DATE _____

Date key Issued _____ Date key returned _____ Date deposit refunded _____ Date Check request _____

FEES RECEIVED:

\$ _____ Facility use fee

\$ _____ Facility use deposit

\$ _____ Cleaning Fees (Community Center and Senior Center)

\$ _____ Liability insurance

\$ _____ Total fees

OFFICE USE ONLY: REVIEWING DEPARTMENTS: If more than 500 participants are expected or alcohol is to be sold, approval is needed:

Maintenance _____ Police Department _____ Fire District _____ Planning Department _____

City Manager _____ Recreation Division Manager _____ (Final Approval) _____

INSURANCE REQUIREMENTS

A group with over 50 participants, groups of any size consuming alcohol, or groups inviting the public to their event, must provide or purchase a certificate of insurance. Certificates are available for purchase at www.eventinsure.com

The City of Scotts Valley is to be named as additional insured on a liability policy which will cover the period of the permit. This policy of liability insurance is to be in an amount not less than \$1,000,000.00 and shall be underwritten to the satisfaction of the City. A certificate of insurance, with the required endorsements, shall be submitted to the Recreation Division. Insurance policies shall contain the following special endorsement:

- Coverage required: ___ Comprehensive General Liability
 ___ Contractual Liability
 ___ Liquor Liability
 ___ Product Liability

The City of Scotts Valley, its officers, employees, and servants are included as additional insured by only insofar as operations under this contract or permit are concerned. The insurer will not cancel or reduce the insured's coverage during the period that this permit is in effect. The City will not be responsible for the payment of any premiums or assessments on the policy. This cancellation provision shall not be construed in derogation of the duty of the permittee to furnish insurance during the entire term of the permit.

PERMITS AND KEYS

You will be given a Facilities Use Permit upon receipt of payment, deposit (if applicable) and insurance certificate (if applicable). Please bring the Facilities Use Permit with you to your event to show proof of rental. A key to the facility will be available to you the Friday before (if a weekend rental) or the day before (if a week day rental). All keys must be returned to the recreation division by the Monday following a weekend rental or the day after a weekday rental. Keys are non-transferable and may not be duplicated. If the key is not returned within five (5) days following the rental, applicant will forfeit \$100 of the deposited amt. The large BBQ area at Skypark requires a code to unlock the BBQ. The code will be given prior to event.

RULES AND INFORMATION

The following will not be permitted except upon the specific approval of the Recreation Division Manager and under specific direction:

1. No tape allowed on park gazebos or structures, except for blue painter's tape.
2. No fire in receptacles or areas other than those provided and so designated for that purpose. **No personal BBQs are allowed.** Please use caution when using the BBQ receptacles.
3. No stakes or pins longer than 8" are allowed in any grass area or field.
4. No building of structures or sets.
5. No cutting, burning or permanently marking grass, trees or shrubbery.
6. Outdoor toy and structure equipment, (i.e. Astro Jumps and dunk tanks): All damage occurring as a result of the delivery, use or break down of any outdoor toy and structure equipment will be the financial responsibility of the permittee. Astro Jump type of equipment and dunk tanks are only allowed with a certificate of insurance that references the specific piece of equipment to be utilized. Dunk tanks are not allowed on grass areas. Equipment must not block roadways and must be placed within the rental area. **Please check with the Recreation Department regarding appropriate placement of outdoor toy and structure equipment.**
7. The number of participants in the proposed activity shall be restricted to that stated on the application.
8. If the area you have rented is occupied when you arrive and the people will not leave, you may call Scotts Valley Police Department at 831-440-5670. **(Make sure you have your permit with you).**
9. Please empty all overflowing garbage cans into the dumpsters (Hocus Pocus excluded) and clean up the area. The parks are very popular and we want to make sure all renters have a clean park to enjoy. If you have rented the park for less than a day, please be aware renters may be booked directly before or after your event.
10. Bathrooms are on time locks 8:00 a.m. to 7:00 p.m.
11. Field rental does not include the use of City bases or soccer goals.
Skypark: Parking or pick up and drop off on Skypark Drive is not encouraged for any park related activities or rentals, including athletic events.
12. **Siltanen Park: Only two vehicles are allowed to drop off supplies in area behind the snack bar, twenty minutes maximum. The vehicles must leave immediately after unloading and park in the parking lot located across from Siltanen Park on Vine Hill School Road.**

13. Applicant agrees to abide by all applicable provisions of the City of Scotts Valley Municipal Code and/or laws of the State of California including all traffic laws as determined by the City of Scotts Valley.

14. Under no circumstances are vehicles allowed on the grass.

15. All special vehicles, i.e. delivery trucks and catering trucks, must be cleared with the Recreation Office.

16. At no time shall any equipment, vehicles, etc. obstruct emergency vehicle access. Emergency vehicles will have priority at all times.

17. Applicant and their guests agree to abide by posted park rules.

The rules, regulations and ordinances of the City of Scotts Valley shall be observed by the permittee, employees, agents or contractors. All activities, use of buildings and grounds and advanced preparations requested shall be arranged with and at the direction of the Recreation Division Manager or authorized representative. Except during the actual activity, the public shall have normal access to the area.

Permittee will maintain the area in a clean and sanitary condition and restore the area to the condition in which it was received. Permittee will be held responsible for any and all damage to the park or any city property which was a result of permittee's activities as encompassed by this permit. The City of Scotts Valley will be the sole judge of the extent of the damage.

All permittee's belongings stored at City facilities shall be the sole responsibility of the permittee.

The interest of permittee created by this agreement may be subject to property taxation. Permittee agrees to pay any possessory interest tax or any other tax levied on such interest and to indemnify the City from any damage or loss arising, by reason of such tax or revenue Taxation Code, Section 107.6.

Permit fees must be paid in advance. The permittee will be required to make damage deposit as specified by Resolution No. 1198.7.1 Deposit payment must be made separately from the facility or insurance payments. All clean-up deposits collected, or portion thereof remaining, shall be refunded after inspection for damages and/or necessary clean-up. The amount of refund shall be determined by the City of Scotts Valley, depending on the condition of the facilities after rental.

It is understood and agreed that the applicant shall indemnify, defend and save harmless the City of Scotts Valley and its agents, officers, employees and/or volunteers and each of them (herein collectively referred to as "City"), of and from any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities, in law or in equity, of every kind and nature whatsoever (for, but not limited to injury to or death of any person including, without limitation, property of City of applicant or any employee of either) arising out of or in any manner directly or indirectly connected with applicant's use or occupancy of the City facilities however cases, regardless of any negligence or willful misconduct of City.

Applicant shall reimburse City for any and all legal expenses and costs incurred in connection therewith or in enforcing the indemnity herein provided for.

This application, when approved, will authorize the applicant to utilize a City facility subject to the conditions specified.