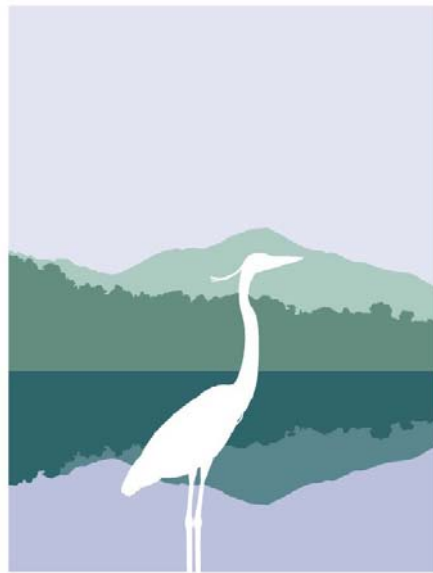


# Corte Madera Parks & Recreation



THE TOWN OF  
CORTE MADERA  

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MARIN COUNTY CALIFORNIA

## Outdoor Facility Rental Packet

2009

## **PARK USE POLICIES**

This reservation/contract is issued in accordance with the policies as established by the Town Council, Town of Corte Madera. Failure to comply by any group or individual may cause reason to revoke this agreement. Reservations are on a first-come, first-served basis. Your reservation date is not confirmed until reviewed by the Recreation Supervisor in charge of facilities.

### **A. FACILITY USAGE**

1. No vehicles in Parks except emergency vehicles.
2. No field use during rain.
3. Hours requested should include time for any of your group's special setup and cleanup needs (e.g., decorations, caterers, bands). All individuals associated with the event must vacate the park by 8:00 PM.
4. All permittees must accept the park and areas in the condition found. The Town makes no warranty as to the safety and usability of any facility beyond that afforded to the general public.
5. Any group with 10 more people wishing to use and Corte Madera Park Facilities must have proper permits on file with the Recreation Department.
6. No sticking or poking anything into the ground is allowed. Volleyball poles, goal poles, etc.
7. In consideration of residents in the area, persons using facilities shall refrain from disturbances when leaving facilities. Persons leaving the event shall act in a quiet and orderly manner and not remain outside the facility or in the area longer than necessary to leave the premises. Permittees shall be responsible for any damage or disturbance cause by persons attending the event that is suffered by residents within the vicinity of the event. Failure of any participant to comply with this rule may result in the immediate cancellation of the even and denial of a permittee's future permit application.
8. A the park and recreation facilities are for public use, no private instruction of individual or groups will be allowed.
9. No advertising signs or banners shall be displayed in public parks except in accordance with Corte Madera Sign Ordinance.
10. Tennis Courts may be used by the purchase of annual, semi annual or daily use key. Key's are available at the Corte Madera Recreation Department. Use of the Tennis Court is subject to the Tennis Rules posted.

### **B. LIABILITY/INSURANCE COVERAGE**

1. Each permittee shall take out, at the permittee's expense, and keep in force during the period covered by the agreement, broad form comprehensive general liability insurance, including, but not limited to, premises liability, products liability, liquor law liability, personal injury, and contractual liability, in an amount no less than \$1 million dollars combined, single limit bodily injury, personal injury and property damage for each occurrence naming the Town of Corte Madera, its officials, officers, employees, agents and volunteers as additional insured, at least thirty (30) days prior to the event.
2. No later than thirty (30) days prior to the event, any organization or group renting facilities shall provide to the town all of the following evidence of the insurance coverages required under this section which shall be in force at the time of the Town's acceptance of its application and shall remain in force during the period of the event.
  - A. Liability policy must demonstrate the required coverages of all additional insureds for all forms of liability set forth above, including, but not limited to, premises liability, products liability, liquor law liability, personal injury liability and contractual liability. Certificate of insurance and endorsements in an acceptable form demonstrating the required coverages may be submitted in lieu of the liability policy.
  - B. Additional insured endorsements: All required insurance shall be endorsed to name those parties set forth above and shall provide that all such insurance shall be primary and no insurance held or owned by the Town shall be called upon to contribute to a loss. The submission of a certificate of insurance in compliance with the requirements set forth below shall not be sufficient to satisfy the requirements of this paragraph.
  - C. Certificate of Insurance: A certificate of Insurance issued to **Town of Corte Madera, 498 Tamalpais Drive, Corte Madera, CA 94925**, in conformance with the requirements set forth by the "Certificate of Insurance Verbiage" form, and evidencing the required insurance coverage with a company acceptable to the Town shall be submitted to the Town..

### **C. ALCOHOL**

1. No glass containers shall be allowed in Town parks, beverages must be served in plastic cups.
2. Intent to serve and/or sell alcoholic beverages must be noted on the application and must receive departmental approval.
3. Serving alcohol to minors is strictly prohibited and it is the responsibility of the permittee to ensure that minors are not permitted to consume alcoholic beverages at the park.
4. Groups where majority (51%) of participants are under twenty-one (21) years of age will not be permitted to serve, consume or have alcohol. No alcohol shall be served or sold prior to the arrival of security and/or one hour prior to departure. Permittees who charge an admission fee or accept donations and serves alcohol must obtain temporary alcohol sales permit from the State of California Alcoholic Beverage Control Board. A copy of

the license must be on file at the Department's office thirty (60) days prior to the event. The original ABC license must be posted on site during the entire event.

5. No kegs allowed

#### **D. DAMAGE OR LOSS**

1. Any damage or loss to park or equipment is the responsibility of the permittee. The permittee shall be liable for costs associated with call-outs of public safety officials and restoring and/or replacing any damages or losses.
2. The permittee's additional liability insurance shall not be limited to the amount of the deposit. If the permittee refuses to pay, legal action may be taken. In any case, the permittee will not be allowed to use any town facilities again until full payment has been made.

#### **E. CANCELLATIONS/RESCHEDULING**

1. If the nature of the event or the number of participants changes, the Parks & Recreation Department must be notified at least ten (14) working days in advance, and if necessary, fees will be charged in accordance with applicable rates. The department reserves the right to disapprove of any such changes.
2. A \$25 processing fee may be charged for any re-scheduled event.
3. **Cancellation Policy**
  - (a) Cancellations fourteen (14) days or more will result in forfeiture of 50% of the deposit where applicable.
  - (b) Cancellations thirteen (13) days or less will result in forfeiture of 100% of the deposit.
  - (c) Cancellations less than six (6) days will result in forfeiture of 100% of all fees with deposit refunded where applicable.
4. All fees are due and payable at time reservation is made.

#### **F. CANCELLATION BY THE TOWN**

1. In addition to the right to terminate this rental agreement upon permittee's default, the Supervisor shall have the right to terminate part or all of this agreement at any time in the following circumstances:
  - (a) Upon thirty (30) days written notice.
  - (b) Immediately without notice if the Town Council, Town Administrative Officer, the County Emergency Services Director, supervisor, or local state or federal official determines that the facility is required for public necessity or emergency use.
  - (c) Immediately without notice if the facility is destroyed or damaged.
  - (d) Neither Town nor any of its officers, agents or employees shall be liable to permittee for any damages that may be sustained by permittee through exercise by Town of any of its rights to cancellation pursuant to this section. Upon such cancellation, any deposit and fees paid by permittee shall be refunded.

#### **G. PERMIT REVOCATION**

1. A permit may be revoked for failure to observe any rules, regulations and ordinances of the Town of Corte Madera, for improper conduct, or for cancellation by Town (see "F. CANCELLATION BY TOWN" section).
2. If incomplete or incorrect information regarding the nature of the event or expected attendance on application is given to department 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. Failure to be in possession of a valid ABC license/permit within fourteen (14) days of the event, if applicable, will result in the cancellation of the permit with no refund of fees and/or deposit.
5. Events that exceed attendance capacity may be immediately cancelled with no refund of fees and/or deposit.
6. Fights, vandalism, violent, rude, obscene, discourteous, destructive, unsafe, or unruly behavior, in the facility or in the neighborhood may result in the immediate cancellation of the permit and no refund of fees and/or deposit. The failure to comply with any rules related to the permit, occurring during or as a result of an event shall result in immediate cancellation of the permit and no refund of fees and/or deposit.

#### **H. AMPLIFIED SOUND**

The use of amplified sound in a park is forbidden.

#### **I. SALE OF FOOD AND MERCHANDISE**

No person shall sell or offer for sale any goods, wares, merchandise, or beverages without the prior written approval of the Parks and Recreation Department and a proper business license from Town of Corte Madera.

#### **J. STAFF/SECURITY/CHAPERONES**

1. Based on the size and type of the event, additional staff/private security may be required. Arrangements and costs are the responsibility of permittee. Private security may be obtained by any security agency licensed and bonded by the State of California. A copy of the security contract must be provided at least sixty days prior to the event.
2. When applicable, the Parks & Recreation Department may require adult chaperones for youth activities. A list of these chaperones must be submitted to the Department at least sixty days prior to the event, including addresses and phone numbers.
3. Town shall have the absolute right to enter premises herein specified, or any portion thereof, at all times.
4. When applicable, the Parks and Recreation Department may require the use of off duty Twin Cities Police Department Officers to serve as security .

**K. DISCRETION**

1. The Director of Recreation and Leisure Services or staff will have complete discretion on all applications and may require additional information and may make additional recommendations or waive recommendations for the event at any time.

**L. OTHER**

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. RECREATIONAL OPPORTUNITIES FOR PERSONS WITH DISABILITIES: We welcome persons with disabilities to participate in any class or activity offered by the Corte Madera Parks and Recreation Department. We will make reasonable effort to accommodate the participants' special needs so that they may enjoy the recreational opportunities offered by our department.

**HOLD HARMLESS AND RELEASE AGREEMENT:** In consideration of participation in this rental, the Permittee, on behalf of the Permittee's heirs, successors, and assigns, agrees to indemnify and hold harmless, and to release, waive, and discharge, the Town of Corte Madera, and its agents, officers, volunteers, 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, whether caused by any passively or actively negligent act or omission of the Town or its officials, employees, agents or volunteers.

**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 Town of Corte Madera all costs the Town 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.**

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SIGNATURE (of permittee)

\_\_\_\_\_  
SUPERVISORS SIGNATURE OF APPROVAL

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TODAY'S DATE

\_\_\_\_\_  
TODAY'S DATE