



CITY OF ATASCADERO
 Mail to: 5599 Traffic Way Atascadero, CA 93422
 Physical/Walk in location: 5599 Traffic Way Atascadero
 805-461-5000
 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		PALOMA CREEK PARK (CIRCLE FIELD #)	
<input type="checkbox"/> BBQ AREA #1	<input type="checkbox"/> ALVORD BASEBALL FIELD	<input type="checkbox"/> PALOMA CREEK SOFTBALL FIELD #1 OR #2	
<input type="checkbox"/> BBQ AREA #2	<input type="checkbox"/> BANDSTAND	<input type="checkbox"/> PALOMA CREEK SOCCER FIELD #1 OR #2	
<input type="checkbox"/> BBQ AREA #3	<input type="checkbox"/> BANNER (HWY 41)	<input type="checkbox"/> PALOMA CREEK EQUESTRIAN ARENA	
<input type="checkbox"/> VETERANS MEMORIAL		<input type="checkbox"/> PALOMA CREEK LITTLE LEAGUE FIELD	
COLONY PARK		SUNKEN GARDENS	
<input type="checkbox"/> COLONY PARK SOFTBALL FIELD #1		<input type="checkbox"/> SPECIAL EVENT	
<input type="checkbox"/> COLONY PARK SOFTBALL FIELD #2		<input type="checkbox"/> BANNER (CIRCLE ONE) NORTH OR SOUTH	
<input type="checkbox"/> COLONY PARK BOCCIE BALL COURTS		<input type="checkbox"/> ROAD CLOSURE NEEDED	

RENTER INFORMATION

Name: _____ / _____ Application Date: _____
 Last First
 Address: _____ City: _____ State: _____ Zip: _____
 Primary Phone: _____ Email: _____
 PLEASE CHECK ONE: Individual Organization Non-Profit

IF REPRESENTING AN ORGANIZATION, COMPLETE THE FOLLOWING:

Name of Organization: _____ Purpose: _____
 Address: _____ Applicant's relationship to Organization: _____
 IRS No. (if non-profit): _____ Name of Person in charge during the event: _____

EVENT INFORMATION

Title/Description of event: _____ **Date of event:** _____
Time Event Begins (include set-up): _____ **Time Event Ends (include clean-up):** _____
 Estimated attendance: # of Adults _____ # Youth _____ Total Attendance: _____
 Open to the public? Yes No Will minors be present? Yes No
 Admission fee charged? Yes No Amount: \$ _____
 Will you have amplified music? Yes No Hours: From: _____ AM/PM To: _____ AM/PM
Amplified music not allowed, unless it is a Major Special Event
 Will you have a bounce house? Yes No If yes, \$12 fee, company name & verified liability insurance required
 Will food be sold? Yes No If yes, County Health Permit Required
 Will alcohol be sold? Yes No **If yes, requires approval by the Director and a State Alcoholic Beverages License**

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 Community Services 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 Department 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 Community Services Department 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 Community Services 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 Community Services Department prior to the event. Renter shall return keys immediately following the event to the Community Services Department.
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 twenty (20) 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 Department of Community Services immediately prior to the scheduled facility use. All keys must be returned to the Department 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 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 Community Services 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.**
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 for outdoor reservations, the applicant may reschedule the reservation date.
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.

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: _____

DEPARTMENT USE ONLY			
DATE: _____	FEES PAID: \$ _____	RECEIPT #: _____	BY: _____