

City of Moorpark, Recreation Division / Arroyo Vista Recreation Center 4550 Tierra Rejada Road, Moorpark, California 93021 / (805) 517-6300 / avrc@moorparkca.gov

PARK FACILITY RESERVATION APPLICATION

All areas of the application must be completed. Please print neatly. Applications must be received at least 10 business days prior to requested rental date. Applications submitted less than 10 business days in advance will be considered on a case-by-case basis. Reservation dates on a Rental Permit may not span a time period of more than ninety (90) calendar days. A permit will be mailed or e-mailed to you within 5 business days of approval. If your application is not approved, you will be contacted by phone.

THIS IS NOT A PERMIT.

	APPLICANT I	NFORMATION		
Last Name:		First Name:		
Date of Birth: (MMDDYY):	ate of Birth: (MMDDYY): Title (if applicable):			
Organization Name (if applica	ble):			
	,			
☐ Business/For-Profit Organizati	on ☐ Government agency ☐ No	n-profit organization: 501 (C) number	er (required):	
Address:	City/Zip:			
Phone 1:	Phone 2:			
Email Address:				
•	RESERVATION		N	
	ESERVATION	THI SKMAIISI		
Reservation Date:	Day of week (circle): M Tu W	/ Th F Sa Su Start Time:	End Time:	
Reservation Date:	Day of week (circle): M Tu V	/ Th F Sa Su Start Time:	End Time:	
Reservation Date:	Day of week (circle): M Tu V	/ Th F Sa Su Start Time:	End Time:	
	st be included in reservation request. N			
facilities. Reservations beyond minim	um are rounded up to the half-hour. If r	more reservations than fit above, use s	upplemental form.	
Arroyo Vista	Campus	Miller	Poindexter Park	
Athletic Field # (circle) 1 2 3	Basketball Court	Athletic Field	Ballfield (circle) Junior Farm	
4 5 6 7 8 9 10 11	Picnic Table	Ballfield	Basketball Court	
☐ Field Lights (#5 only)	Picnic Pavilion	Basketball Court	Batting Cages	
Ballfield # (circle) 1 2 3 4		Open Grass Area	Gazebo	
☐ Field Lights (#2 or #4)	College View	Parking Lot	Horseshoe Pit	
Basketball Court	Basketball Court	Picnic Table	Open Grass Area	
Multipurpose Court	Open Grass Area	Picnic Pavilion	Parking Lot	
Open Grass Area	Picnic Table	☐ Electrical Access	Picnic Table	
Parking Lot (circle)	Picnic Pavilion	Tennis Court # (circle) 1 2	Picnic Pavilion	
A B C D Picnic Table	Glenwood	Mountain Meadows	☐ Electrical Access	
Picnic Table Picnic Pavilion West	Basketball Court #(circle)	Ballfield # (circle) 1 2	Tierra Rejada	
Picnic Pavilion (Peppertree)	#1 #2	Basketball Ct # (circle) 1 2	Basketball Court	
☐ Electrical Access	Open Grass Area	Open Grass Area	Bocce Ball Court	
Snack Bar West	Picnic Table	Parking Lot	Open Grass Area	
Snack Bar Fast	Picnic Pavilion	Picnic Table	Parking Lot	
Tennis Court # (circle)	1 ichic i aviiich	Picnic Pavilion	Picnic Table	
1 2 3 4 5 6 7 8	Mammoth Highlands	T IOTHO T GVIHOTI	Picnic Pavilion	
12010010	Athletic Field	Peach Hill	Tennis Court # (circle) 1 2	
Campus Canyon	Basketball Court	Athletic Field	100 00011 // (0.000) 1 2	
Athletic Field	Open Grass Area	Ballfield ☐ Field Lights	Other:	
Ballfield	Parking Lot	Basketball Court		
Basketball Court	Picnic Table	Open Grass Area	–	
Open Grass Area	Picnic Pavilion	Parking Lot		
Pionio Toblo	□ Floatrical Access	Diania Tabla		

Picnic Pavilion

Tennis Court

Picnic Pavilion

RESERVATION INFORMATION CONTINUED

Estimated <u>Tot</u>	al Attendance (inclu	ding all adults, children, spectators, participants, etc. for the entire day):		
Is this activity	: ☐ A private function☐ Open to the gene	n - or – eral public (<i>If public, are you charging an admission fee</i> : □ No □ Yes \$)		
Purpose:	☐ Athletic Practice☐ Reunion	□ Athletic Game □ Birthday Party □ Baptismal Party □ Fundraiser □ Picnic □ Other: (describe:)		
	S	PECIAL CONDITIONS		
SPECIAL CON	IDITIONS: Mark all	that apply. If none apply, mark No Special Conditions.		
(Subject to app	oroval. Restrictions ar	nd certain requirements may apply, including security deposits and insurance.)		
☐ Equipment:	Describe:			
☐ Inflatable At	traction, Game Truck	or Other Amusement Device (Only City-authorized companies may be used.)		
Company name				
	Type and size of att	raction:		
□ Performer/C	aterer/Other Paid Co	ntractor		
(Unless exempted by MMC 5.08.020, valid Moorpark business registration is required).				
Company name:				
	Description of perfo	rmance/services:		
☐ Sales/Fees	Charged: Describe: _			
☐ Vendors (Se	eparate Vendor Applic	cation REQUIRED for each vendor; attach Vendor Applications to this application.)		
☐ Commercial	Filming (Film permit	REQUIRED, contact Community Development Department for information.)		
☐ Other:				
□ NO SPECIA	L CONDITIONS			
COMPLETE F	OR ALL FIELD AND	COURT RENTALS:		
Is this use for	(mark one):			
☐ Official game	e(s) or practice(s) of a	a sports organization (Application must be signed by an authorized representative of the organization.)		
☐ Team practice(s): Percentage of players who are Moorpark residents:% (Roster with names & addresses may be required.)				
☐ Family / frier	nds only (no affiliation	with any organized team, league, or sports organization)		
☐ Other (descri	ribe:)		
☐ Not applicab	ole (Rental does not includ	le athletic fields, ball fields, basketball courts, tennis courts, or the multi-use court.)		
INSURANCE F	REQUIREMENT:			
	0 or more people in a	but are not limited to, athletic games (including scrimmages) and tournaments, ttendance, rentals with vendors or food sales, and other higher risk rentals as		
In the event in	surance is required	for this Rental (mark one):		
□ I will provide a Certificate of Liability Insurance and Endorsement (option available to businesses/organizations ONLY)				
☐ I will purchase insurance through the City of Moorpark's special event insurance program.				

PARK RENTAL AGREEMENT

Approval of Application and Issuance of a Park Rental Permit: Park Rental Permits may be issued under the following conditions: The requested park facility, date, and time are available for Rentals; The Rental will not interfere with City business or programs; A completed and signed Reservation Application has been submitted by the Renter; All applicable fees have been paid; and All conditions of the Rental have been met.

Standard Conditions of Approval for all Park Rental Permits are as Follows:

- 1) Renter, or if Renter is an organization/business, Renter's authorized representative(s) shall be present at all times during the Rental.
- 2) Renter shall sign a hold harmless and indemnification agreement.
- 3) If determined by the Director that insurance is required as a condition of the Rental, Renter must provide general liability insurance coverage of not less than \$1,000,000 written with a company acceptable to City and authorized to do business in the State of California. The policy shall provide for a minimum coverage of one million dollars (\$1,000,000.00) for bodily injury or death of any person or persons in any one occurrence, and one million dollars (\$1,000,000.00) for loss by damage or injury to property in any one occurrence, and shall include automobile coverage. The policy shall contain a provision providing for a broad form of contractual liability, including Product Liability coverage if food and beverages are dispensed at the Rental. The policy or policies shall be written on an occurrence basis. The policy shall name Renter as the insured and the City of Moorpark, its officials, employees, and agents as an additional insured. The policy shall also provide that the City shall be notified in writing, at least thirty (30) days prior to any termination, amendment cancellation or expiration thereof. Renter shall furnish City evidence of all insurance policies required in the form of a Certificate of Insurance and additional insured endorsement. It is acknowledged by the Renter that all insurance coverage required to be provided by Renter will apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the City. Insurance documentation must be provided to the City at least ten (10) business days prior to the first Rental date.
- 4) Renter, Renter's guest(s), attendee(s), employee(s), vendor(s), contractor(s), or subcontractor(s) shall abide by all rules and regulations relating to use of City park facilities, including but not limited to Moorpark Municipal Code (MMC) Chapter 12.16, Parks and Open Space, and all requirements as set forth in the Moorpark City Council Resolution Adopting Rules and Regulations Governing Park Rentals. Park rental permits are immediately revocable if any individual or group willfully violates any rule or regulation established by the City. If a rental permit is revoked for a violation, all fees collected for the subject rental will be retained by the City and the Renter will be assessed for any costs incurred to close down the rental activity including but not limited to City staff and law enforcement personnel.

Right to Revoke or Deny a Park Rental Permit: The City may revoke an issued Park Rental Permit or deny a Reservation Application when it is determined by the Director that the proposed use of the park or park facility is not consistent with the intended use of the park or park facility, or the rental use will not be in the best interest of the City. A Park Rental Permit may be revoked or denied for violation of any rule or regulation contained in the MMC, state law, or established by City Council resolution by the Renter, Renter's guest(s), attendee(s), employee(s), vendor(s), contractor(s), or subcontractor(s). Park Rental Permits may be revoked or denied if the Renter is found to have falsified or omitted information on a Reservation Application. If the City revokes or denies a Park Rental Permit for any of these reasons, all fees and deposits paid will be forfeited and the Renter may be suspended from future Rentals of any City park facility as determined by the Director at his/her sole discretion.

Right to Establish Additional Rules and Conditions: The Director may establish additional rules, regulations, and conditions pertaining to City park use and Rental, so long as such requirements are consistent with City Council Resolution and Chapter 12.16 of the MMC, and are published in writing.

Rental Cancelations and Fee Refunds: Rental fee refunds for Park Rental cancellations are subject to the fees described below and the fee amounts as specified in the City Council's Resolution Establishing Park Rental Fees, Deposits, and Additional Charges. Refunds will not be issued for permits with rental fees of \$25 or less. The permit application fee is non-refundable, except for cancellations due to inclement weather or conditions which make the facility unusable, and described below.

- a. For cancellations received thirty (30) calendar days or more in advance of the Rental date, the City will refund all fees paid (except non-refundable fees) less a processing fee established by City Council Resolution. Renter may also elect to reschedule the canceled Rental, or receive a full credit, which may be applied to a future Rental date. Said credit must be used within one (1) year of the cancellation.
- b. For cancellations received between twenty-nine (29) and five (5) calendar days prior to the Rental date, the City will refund all fees paid less any costs incurred by the City, a processing fee, and a cancellation fee established

- by City Council Resolution. Renter may also elect to reschedule the canceled Rental, or receive a full credit, which may be applied to a future Rental date. Said credit must be used within one (1) year of the cancellation.
- c. For cancellations received less than five (5) calendar days prior to the Rental date, the City will refund the security deposit, only, less any costs incurred by the City. If a security deposit was not paid, no fees will be refunded. Renter will not have the option to reschedule the canceled Rental.
- d. For cancellations due to inclement weather (temperatures below 45°F or above 95°F, active precipitation, winds in excess of thirty (30) miles-per-hour, or heavy fog), a National Weather Service forecast twenty-four hours prior to the rental date of 50% or greater chance of inclement weather in Moorpark during the rental hours, or conditions which make the park facility unusable (as determined by the Director), Renter is entitled to a full refund. Renter may also elect to reschedule the canceled Rental.

Security Deposits: Security Deposits may be required for certain Rentals, in the amounts specified in the fee resolution. The Director may determine that all or a portion of the deposit will be retained for excessive clean up or any damage to the facility or property, additional staff costs not included in the fees paid, or if the Renter fails to meet any condition of the Rental as provided for in this Resolution. Should damage, cleanup, or other expenses exceed the amount of the deposit, the Renter shall be billed for the difference.

Park Rental Hours: Picnic pavilions must be rented for a minimum of two (2) hours. All other park Rentals must be for a minimum of one (1) hour. Rental time above the minimum required will be rounded to the nearest half-hour. Non-lighted park facilities are available for Rental between the hours of 6:00 a.m. to sunset. Lighted park facilities are available for Rental from 6:00 a.m. to 10:00 p.m. Parks are closed from 10:00 p.m. to 6:00 a.m. Park restrooms close at 5:00 p.m. PSD and 7:00 p.m. PDST. Park restrooms and other facilities may also be closed in the event of inclement weather or for maintenance purposes.

Responsibility for Damages to the Facility and Equipment: The use of nails, staples, screws, etc., on park walls, lights, or other facilities is prohibited. If the facility or any portion thereof, or any equipment is damaged, marred or defaced by the act, default, or negligence of the Renter, his/her employee or employees, patrons, guests, or any person admitted to the Rental by the Renter, the Renter will pay to the City from the security deposit such sums as the Director shall determine to be necessary to restore the facility or equipment to its condition prior to such damage. In the event the damage resulting from Renter's activity exceeds the security deposit, or if no security deposit was paid by Renter, the City reserves the right to bill Renter for expenses. Renter shall reimburse the City the amount due within fifteen (15) calendar days of receipt of invoice.

Wet Field Policy: When park fields are sufficiently wet such that their use may lead to turf damage or bodily injury, they will be closed to all Rental and public use at the Director's or his/her designee's sole discretion. All park patrons shall abide by the terms of the Wet Field Policy to preserve the quality and life of the fields and promote a safe playing environment. The Wet Field Policy applies to conditions due to precipitation, over-watering, and/or irrigation system problems. A special condition of approval will be added to all Park Rental Permits that include use of one or more fields to require acknowledgment of the City's right to close fields under the following conditions: A) Rain (with the exception of light drizzle if the ground is relatively hard and dry prior to the start of the drizzle.) B) Standing water/ponding or mud is present. C) Water gathers around the sole of a shoe. D) Footprints leave an impression in the turf. In the event a Rental is cancelled in advance of Rental time period due to wet field conditions, a full refund of all fees paid shall be issued.

Renters may check field status by visiting the field conditions page on the City website: http://moorparkca.gov/210/Current-Field-Conditions. The Field Condition page will be updated before 9:00 a.m. and before 3:00 p.m. each day.

Decorations: All decorations must be approved by the City and must comply with Section 13-143 of the Health and Safety Code of the state of California as to flame proofing of all decorations and materials. The City shall also pre-approve location and method of installation.

Clean-Up: It is the responsibility of the Renter to clean up decorations and debris from their Rental. In the event that excessive debris is left after the Rental, a fee will be deducted from the security deposit at a rate of no less than the City's direct cost as identified in the applicable fee schedule. In the event the clean-up expenses resulting from Renter's activity exceeds the security deposit, or if no security deposit was paid by Renter, the City reserves the right to bill Renter for expenses. Renter shall reimburse the City the amount due within fifteen (15) calendar days of receipt of invoice.

Use of Special Attractions, Performers, and Equipment: The use rules and standard conditions of approval for attractions, performers, and equipment in City parks shall include the following:

Attractions: Inflatable attractions (including bounce tents, obstacle courses, and slides) and other attractions (including laser tag and non-mechanical rides) may be permitted in specified parks subject to standard conditions of approval as follows: A) Inflatable attractions may only be used in conjunction with the Rental of a picnic pavilion and must be set-up within fifty (50) feet of said pavilion. B) Inflatable attractions permitted for use cannot exceed 20 feet by 20 feet in size. C) Bounce tents must be enclosed. D) Attractions must be in good condition and properly anchored. E) Attractions may only be supplied by a City authorized vendor. F) Renters requesting the use of an inflatable attraction must identify the specifications of the inflatable attraction (dimensions and design) and the name of the authorized vendor on the Rental Application. G) Inflatable attractions must be self-contained (inflated by a generator). H) Inflatable attractions must be transported over turf by a handcart. Vehicles cannot be used to transport or set up special attractions on park turf or beyond the designated parking lots. I) Attractions are allowed only at Campus Canyon, Mountain Meadows, Arroyo Vista, Peach Hill, College View, Tierra Rejada, Mammoth Highlands, Glenwood, and Poindexter parks.

The Director shall have the authority to add special conditions of approval as determined necessary to protect the City's property or other park users. Renters in violation of this section may be cited for violation of the MMC in addition to being required to pay for damage to landscaping, sprinklers, and/or turf as applicable. The City reserves the right to deny the use of any inflatable attraction on park property.

Game or food trucks (Trucks): Trucks may be permitted in specified parks subject to standard conditions of approval as follows: a) Trucks may only be used in conjunction with the Rental of a picnic pavilion, or other park facility as approved by Director. b) Trucks are allowed only at Arroyo Vista Community Park, College View Park, Mammoth Highlands Park, Mountain Meadows Park, Peach Hill Park, Poindexter Park, and Tierra Rejada Park. c) If the Truck will be parked on the street, the Truck must be legally parked and comply with all posted parking restrictions. Trucks cannot park in "No Stopping" or "No Parking" zones, loading zones, or along red curbs. The Truck cannot block traffic or pose a safety hazard. d) If the Truck will be parked in the park parking lot, the truck cannot park across or over the parallel lines of a designated space or park across the parallel lines into the aisle so as to cause a safety hazard. City shall determine and designate space(s) in which Trucks may park. Oversize vehicles (vehicles which exceed nineteen (19) feet in length, seven (7) feet in width, or eight (8) feet in height) are not permitted in park parking lots. e) Trucks are not allowed on park turf. f) Trucks must be self-contained. g) The Truck company must have a valid Moorpark business registration. h) The Truck company must provide proof of business auto coverage of no less than State statutory limits per accident and general liability insurance of not less than \$1,000,000 per occurrence. i) Food trucks must possess a valid Ventura County Mobile Food Facility permit. j) The Truck must be listed on the rental permit, including the name of the Truck company, truck dimensions, and the location where the truck will be parked.

Performers: Paid or contracted performers, including but not limited to clowns, magicians, balloon artists, face painters, musicians, and disc jockeys must be listed on the Reservation Application and approved by the City on the Park Rental Permit. Performers must have a valid City of Moorpark business registration. Renter may be required to purchase liability insurance or provide proof of liability insurance of not less than \$1,000,000. Performers with live animals are prohibited, except as approved by Director for a City sponsored or co-sponsored event.

Equipment: A Park Rental Permit is required to set up or bring certain equipment onto park property. Equipment including but not limited to sound amplification equipment, canopies covering an area greater than one hundred (100) square feet, mats covering an area of one hundred (100) square feet or greater, pitching machines, soccer or other goals greater than four (4) feet in width or three (3) feet in height, volleyball or badminton nets, and barbecues with cylinders 20 lbs. or larger must be listed on the Reservation Application and approved by the City on the Park Rental Permit. Insurance may be required for use of certain equipment, as determined necessary by the Director.

Prohibited at City Parks: Alcoholic beverages, Smoking, Littering, Excessive noise, Disorderly conduct, Camping or lodging, Damaging property, Fireworks, Weapons, Charcoal or wood burning portable barbecues, Barbecues with propane cylinders over 40 lbs, Driving on park turf, Vending (without a permit), Golf, Archery, Horseback riding (except on designated trails), Go-cart riding, Motorized off-road vehicles, Hang gliding, Remote controlled airplanes, Rockets and projectiles, Trampolines, Pony rides, Animal shows, and Mechanical rides.

Insurance: Unless insurance requirement is waived by City, Renter shall obtain, provide, and maintain at Renter's sole expense commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, death, or property damage. The policy must include contractual liability that has not been amended. The policy or policies shall be written on an occurrence basis. The policy shall name Renter as the insured and the City of Moorpark, its officials, employees, and agents as an additional insured. Renter acknowledges that the insurance coverage and policy limits set forth above constitute the minimum amount of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City. Coverage provided by Renter shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. All insurance policies shall be issued by an insurance company acceptable to the City and 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. Renter agrees to oblige its insurance agent or broker and

insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. Renter shall furnish City evidence of all insurance policies required by this Rental Agreement in the form of a Certificate of Insurance and an additional insured endorsement providing that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. Insurance certificates and endorsements must be approved by City prior to first rental date.

SIGNATURE REQUIRED TO COMPLETE APPLICATION:

I certify that the information provided on this application is true and correct and that all information regarding the requested park reservation has been disclosed. Further, I agree to immediately notify the Recreation Division if any of the information included on this application changes.

As Renter, I have read, understand, and agree to abide by the rules and regulations set forth by the City of Moorpark Municipal Code, the Rules and Regulations Governing City Park Rentals, and the terms set forth in this Agreement.

To the fullest extent permitted by law, Renter shall, at Renter's sole expense and with counsel reasonably acceptable to City, defend, indemnify, and hold harmless the City of Moorpark (City) and City's officers, employees, and agents from and against all claims (including demands, losses, actions, causes of action, damages, liabilities, expenses, charges, assessments, fines or penalties of any kind, and costs including consultant and expert fees, court costs, and attorneys' fees) from any cause, arising out of or relating (directly or indirectly) to this Agreement, the tenancy created under this Agreement, or the Premises, including without limitation: 1. The use of occupancy, or manner of use or occupancy, of the Premises by the Renter; 2. Any act, error, omission, or negligence of Renter or of any invitee, guest, contractor, or licensee of Renter; 3. Any activities, work, or things done, omitted, permitted, allowed, or suffered by Renter in, at, or about the Premises; 4. Any breach or default in performance of any obligation on Renter's part to be performed under this Agreement, whether before or during the rental term or after its expiration or earlier termination; 5. This indemnification extends to and includes, without limitation, claims for: a. Injury to any persons (including death at any time resulting from that injury); b. Loss of, injury or damage to, or destruction of property (including loss of use at any time resulting from that loss, injury, damage, or destruction); and c. All economic losses and consequential or resulting damage of any kind. City does not and shall not waive any rights that it may have against Renter because of the acceptance by City, or deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

If Renter is a business/organization: The person signing this Agreement on behalf of Renter warrants and represents that he/she has the authority to sign this Agreement on Renter's behalf and has the authority to bind Renter to the terms of this Agreement.

Signed:	ned: Date:				
Print Name:	ame: Title (if applicable):				
For weekend staff assistance, contact the City's answering service at (805) 517-6200.					
	For City Use Only				
TO BE COMPLETED BY STAFF PERSON ACCEPTING REQUEST		RESERVATION #			
Staff Name:					
Photo ID Verified: \square Address Verified: \square	Information Complete: \Box	Form Signed: \square			
Number of Attendees Verified: \square Security Deposit Charged? \square NO \square YES (Amount: \$)					
TO BE COMPLETED BY REVIEWER Special Conditions Verified: ☐ Insurance Required: ☐ YES ☐ NO Staff Required: ☐ YES ☐ NO					
Notes & Conditions:					
Reviewed by:	_ Signature:	Date:			
TO BE COMPLETED BY APPROVER					
Request is \square Approved \square Denied (Reason:)					
Signature:	Print Name:	Date:			