



## Cosumnes CSD Parks & Recreation Department

# Field Rental Conditions & Information

### **RESERVATIONS**

- Applications will be taken Monday through Friday, 8:00 a.m. - 5:00 p.m. at the Parks & Recreation Administration Office and Monday through Sunday, 8:00a.m. – 8:00p.m at the Wackford Community and Aquatic Complex. You must submit an application in person to reserve a field. Submitted applications will not be considered confirmed reservations.
- Reservations for a specific date are accepted on a first come, first served basis through the end of the current calendar year. Applications for the following year will take place in the month of October and fields will be allocated through the field allocation process. Any remaining available dates will be accepted on a first come, first served basis.
- CSD athletic fields can be rented for sports related events only.
- CSD sponsored activities have scheduling priorities over all other field uses.
- Non tournament rentals at the Kloss Softball Complex and Bartholomew Sports Park will require a minimum of 2 hr staff charge.
- The CSD reserves the right to cancel a scheduled event. If a renter does not meet contractual terms, the renter's event can be cancelled without refund.

Reservations are for fields as is. Even though fields are maintained routinely, the condition of any field at the time of reservation is dependent upon prior scheduled and unscheduled play.

### **PAYMENTS/DEPOSITS**

A deposit of \$300.00, applicable to the rental, is due when Field Use Application is approved. If rental costs are less than \$300.00, payment in full is required. Payment in full is due fourteen days before rental date.

- A damage deposit is also required with a Visa, Master Card, and Discover Card number. The card is not charged unless damages occur or fields are not returned in satisfactory condition. Checks or cash will not be accepted for damage deposits.
- Payments for reservations may be in the form of a check, cash or credit card. If reservation is made within fourteen days prior to the rental, payment must be made in the form of cash or credit card.

If any rented equipment is lost or damaged and must be replaced, the renter is responsible for the full cost of the item.

### **RULES/REGULATIONS**

Rentals may begin as early as 8:00 a.m. and must end no later than 10:00pm. If the event exceeds the terms of the rental contract, the Renter will be charged the hourly rental rate and staff over time charges. Absolutely no rentals can go past 10:00pm. Set up/preparation and take down/cleaning must be done during the allotted rental time.

- The CSD staff reserves the right to book additional events before and after confirmed reservations.

- The CSD staff reserves the right to deny field rentals based on maintenance needs and/or field conditions.
- Sub-leasing to another individual or party is strictly prohibited.
- No alcohol, glass containers, or pets are permitted at any field rental.
- No food, drinks (other than water), sunflower seeds, chewing gum, animals, smoking, metal cleats, heaters, or driving stakes are allowed on any synthetic turf fields.
- Turf shoes, athletic shoes and rubber cleats are the only footwear permitted on synthetic turf fields.
- No staking of canopies on any synthetic turf fields.
- The CSD operates the snack bar at the Kloss Softball Complex and Bartholomew Sports Park Softball Complex during tournament rentals. For the Laguna Community Park Softball Complex and all other fields, CSD reserves first right for use of concessions.
- No food, beverage, or merchandise products can be sold or given away by the renter or an outside vendor at the event without permission of the CSD.
- Portable Concessions: Anyone selling any items must obtain the appropriate permit(s). These permits may include but are not limited to:
  - Sellers Permit from the State of California Board of Equalization. Phone: 1-800-400-7115
  - Temporary Food Facility Operators Permit from the Sacramento County Environmental Health Department. Phone: 916-875-8440
- Before leaving, the facility must be cleaned up and all garbage put in trash cans. This includes the parking lot. If facility is not cleaned, damage deposit will be kept.
- Available parking is not guaranteed and may be limited. Parking is allowed in parking lots only. Vehicles and motorcycles are not allowed on grass, sidewalks etc.
- Amplified sound is prohibited without prior approval and a sound permit from CSD.
- Security may be required for events held at any CSD facility. The rental party will be notified of security charges upon contract signing.
- Cosumnes Community Service District property is regulated under Ordinance No. 9. Copies are available on the CSD website at [http://www.yourcsd.com/parks/pdf/field\\_rental\\_conditions.pdf](http://www.yourcsd.com/parks/pdf/field_rental_conditions.pdf)

During inclement weather, the CSD will follow the Field Closure Policy for inclement weather. Renters are required to call the CSD Field Use Hotline (916-405-5682) daily to verify fields can be used. This message will be updated by 2:00pm on weekdays and 7:00am on weekends by the maintenance department, or earlier as conditions warrant.

If you wish to speak with a staff member regarding your confirmed event plans, please schedule an appointment by calling the main office at 405-5300.

### **TOURNAMENT USE**

Saturday and Sunday use at the Laguna Community Park, the Bartholomew Sports Park Softball Complex, and, on occasion, the Kloss Complex in Elk Grove Park is reserved for tournament use only. A minimum of 2 fields will be required at the all day rate for any tournament rentals.

- All equipment used during the facility rental must be removed from the facility during the time allotted in the rental contract. The CSD is not responsible for damage or theft of items left by the rental party or services contracted by the rental party. Renter may also be subject to a fee for leaving equipment. A review of future use may also occur.
- CSD staff is required for tournament field rentals at the rate of \$22 per hour per staff. Staff will handle preps, turning on/off the lights and are your liaison during the event. If staff is waived, it will be at the discretion of the CSD. For tournament rentals, CSD staff will be on site one hour before scheduled event start time and remain until 30 minutes after scheduled end time. Fields will be in playing condition before the first scheduled game.
- Baseball or softball tournament field preps include the field being dragged, watered, lines and bases in place. Any fields, other than tournament designated fields, which the Laguna Community Park, the Bartholomew Sports Park, and, on occasion, the Kloss Complex in Elk Grove Park, will be the renter's responsibility to prep. All chemicals and paint, as well as lawnmowers, quads or any other motorized equipment are not allowed on any CSD fields without prior CSD authorization. Preps are required after 3 fast pitch games, 4 slow pitch games or 2 hardball games. Tournament director is responsible for field preps to be prescheduled into the tournament brackets for a 30-45 minute break. These are not allowed to be scheduled at the same time on all fields. Field prep breaks must be staggered between fields. Tournament director is also responsible for insuring players are off the field during the preps.

Tournament schedules are due to CSD staff no later than 5pm the Tuesday prior to the event. Failure to do so will result in forfeiture of the rental permit.

### **SYNTHETIC FIELD USE**

Participant has been informed and is aware that synthetic turf fields absorb heat from the sun and become hotter than natural grass fields. On warm, sunny days, synthetic turf fields may become extremely hot. In consideration of Participant's use of these fields, Participant accepts and assumes full responsibility for use of these fields by Participant and persons associated with Participant. Participant agrees to be solely responsible for informing users of these fields of the inherent dangers and risk associated with use of these fields. Users of these fields should take all necessary precautions, including ensuring they remain aware of any signs of heat-related illness and dehydration. Adults supervising children should be especially vigilant and are solely responsible for taking all necessary precautions to prevent heat-related illness and dehydration in children.

### **NON PROFIT REQUIREMENTS**

If applicant is seeking a discount as a non-profit, they must comply with the following requirements:

Organization must operate, conduct regular meetings or have an office within the boundaries of the Cosumnes Community Services District.

Organization must present government issued documentation of non-profit tax-exempt status (i.e., State letter).

### **CANCELLATIONS**

The CSD reserves the right to cancel any activity due to weather, unsafe playing conditions, or other reasons that might endanger the health, safety, or welfare of the players and/or public.

1. If CSD cancels the event before the start date, all rental fees are refunded.
2. If CSD cancels the event once in progress due to reasons not caused by the renter or participants, rental fees will be refunded minus direct costs of staff and services provided.
3. If CSD cancels the event once in progress due to reasons that are caused by renter or participants, no rental fees will be refunded.
4. If the field rental is cancelled by renter 60 days or more, before the event, the deposit will be refunded.
5. If the field rental is cancelled by renter 59 days or less before the event, 100 percent of the deposit will be forfeited.
6. The CSD reserves the right to cancel an event if false or incomplete information is submitted which will substantially affect the risks or circumstances of a rental. If this occurs, no rental fees will be refunded.
7. If the rental party wishes to cancel the event, the cancellation must be submitted in writing including the signature of the person appearing on the rental contract, the event date, facility reserved, and the date of the cancellation request.
8. Fees will not be refunded for reservation times not used. Refunds will not be issued for reservations not used due to undesirable weather.
9. If the renter pays by check or cash a refund will be processed within 4-6 weeks to the signee. If the renter pays by credit card a refund will be processed to the credit card holder.
10. Falsification of your application, of any kind will cause cancellation of the reservation and forfeiture of all fees and deposits.

### **INSURANCE**

**The Renter must comply with insurance by ONE of these three methods: (Tournaments must select option #3)**

1. The Renter **DECLINES OPTIONAL LIABILITY PROTECTION** and **ASSUMES DAMAGE RESPONSIBILITY**.

a. The purchase of supplemental liability protection is optional and not required.

\_\_\_\_\_ **DECLINES OPTIONAL LIABILITY PROTECTION**  
INITIAL

2. The Renter **ACCEPTS OPTIONAL LIABILITY PROTECTION**.

a. The Renter accepts optional liability protection at the daily fee of \$\_\_\_\_\_.

\_\_\_\_\_ **ACCEPTS OPTIONAL LIABILITY PROTECTION**  
INITIAL

3. The Renter **HAS OPTIONAL LIABILITY PROTECTION**.

a. The Certificate of Insurance and necessary Permits are due no later than 14 days prior to rental. A Homeowner's or Tenant's insurance policy can usually provide insurance for your rental.

- b. The Certificate of Insurance must be in the name of the person/organization who signs the permit. It must also clearly show the liability limits and policy dates to be valid.
- c. Certificate of Insurance for comprehensive general or comprehensive personal liability coverage for a minimum of \$1,000,000 general liability coverage and \$2,000,000 aggregate liability. The following statement must appear on the certificate: "Additional Insured Endorsement names the Cosumnes Community Services District, its directors, agents or employees as additional insured."

\_\_\_\_\_ ACCEPTS OPTIONAL LIABILITY PROTECTION  
INITIAL

**PLEASE READ BEFORE SIGNING – INDEMNITY AND HOLD HARMLESS**

The applicant and/or organization is solely responsible for the event conducted within the facility and/or park and shall bear financial responsibility for all damages to District's property, or for any claims made as a result of any accidents or injuries to the permittee, guests, or invitees or any person providing services to the applicant and/or organization. Applicant and/or organization shall be responsible for the control and supervision of the people in attendance during the use of the facility and shall see that no damage is done. Any violation of this provision may result in a denial of further permits and financial loss. Permittee shall defend, indemnify and hold harmless the District, its officers, employees, and agents from all claims, loss, damage, injury and liability of every kind, nature, and description directly or indirectly arising from the performance of Renter's operations under this Agreement, and all costs, demands, expenses, expert fees and costs, attorney's fees, including by way of illustration and not limitation, the following: (a) any injury to or death of any person or damage to or destruction of any property occurring in or on Renter's equipment, or any party therefore; (b) any default by Renter in the observance or performance of any of the terms, covenants, or conditions of this Rental; or (c) the use, occupancy, or condition of Renter's equipment or activities therein. Acceptance by the District of the Insurance Certificate does not relieve the permittee from liability under the indemnity and Hold Harmless Clause.

I have read and understand the above Reservation Policies and Regulations and agree to abide by all of the conditions of this contract.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_