



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. Full payment is due 30 days prior to rental date to confirm reservation. Reservation dates on a Rental Permit may not span a time period of more than ninety (90) calendar days. If application is not approved, you will be contacted by phone. **THIS IS NOT A PERMIT.**

APPLICANT INFORMATION

Last Name: _____ First Name: _____

Date of Birth: (MMDDYY): _____ Title (if applicable): _____

Address: _____ City/Zip: _____

Cell Phone: _____ Alt. Phone: _____

Email: _____

Organization Name (if applicable): _____

Business Government agency For-profit organization

Non-profit organization: 501 (C) number (required): _____

RESERVATION INFORMATION

Reservation Date(s): _____

Day(s) of week (circle): Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Start Time: _____ a.m. p.m. End Time: _____ a.m. p.m.

Note: Set up and clean up times must be included in reservation request. Minimum reservation time is 2 hours for a picnic pavilion; 1 hour for all other facilities. Reservations beyond minimum are rounded up to the half-hour.

Estimated Total Attendance (including adults and children): _____

Park Location Requested:

Arroyo Vista Park College View MammothHighlands Peach Hill Other: _____
 Campus Canyon Glenwood Miller Park Poindexter Park
 Campus Mountain Meadows Tierra Rejada

Park Facility/Amenity Requested:

Athletic Field Basketball Court Goals (Soccer) Picnic Tables Other: _____
 Ballfield Bocce Ball Court Horseshoe Pit Picnic Pavilion
 Ballfield Lights Electrical Access Multiuse Court (AVCP) Picnic Pavilion (AVCP West)
 Bases Gazebo (Poindexter) Open Grass Area Pepper Tree Pavilion
 Tennis Court(s)

Is this activity: A private function (friends & family) - or -
 Open to the general public
(If public, are you charging an admission fee: Yes No)

Activity: Open to the public Baby Shower Open to the public Reunion Picnic
 Athletic Practice Athletic Game Fundraiser Other: (describe: _____)

RENTAL CONDITIONS

SPECIAL CONDITIONS: Check all that apply. If none, check No Special Conditions.

(Subject to approval. Restrictions and certain requirements may apply, including security deposits and insurance.)

- Caterer (company name: _____)
- Inflatable Attraction (company name & attraction description: _____)
- Equipment (describe: _____)
- Performer/Contractor (company name & description: _____)
- Sales/Fees Charged (describe: _____)
- Vendors (Separate Vendor Application REQUIRED for each vendor; attach Vendor Applications to this application.)
- Other: _____
- NO SPECIAL CONDITIONS

INSURANCE REQUIREMENT:

Rentals requiring insurance include, but are not limited to, athletic games (including scrimmages) and tournaments, Rentals with 200 or more people in attendance, Rentals with vendors or food sales, and other higher risk rentals as determined by the Director.

In the event insurance 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.

COMPLETE FOR ALL FIELD AND COURT RENTALS:

Is this use for:

- Official game(s) or practice(s) of 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 and addresses may be required.)
- Family / friends only (no affiliation with any organized team, league, or sports organization)
- Other (describe: _____)

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:

- Renter, or if Renter is an organization/business, Renter's authorized representative(s) shall be present at all times during the Rental.
- Renter shall sign a hold harmless and indemnification agreement. If determined by the Director that insurance is required as a condition of the Rental, the Renter must provide general liability insurance coverage of not less than \$1,000,000, with the City of Moorpark named as additionally insured. Insurance documentation including certificate of liability insurance and endorsement naming the City of Moorpark as additional insured, and in a format acceptable to the City, must be provided to the City at least fifteen (15) business days prior to Rental date.
- Renter 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.
- Renter shall comply with all requirements as set forth in the Moorpark City Council Resolution Adopting Rules and Regulations Governing Park Rentals. The Director shall have the authority to establish additional special conditions of approval for any Park Rental Permit.

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 this resolution by the Renter, Renter's guests, attendees, employees, or vendors. 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 this Resolution and Chapter 12.16 of the MMC, and are published in writing.

Rental Cancellations 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 (except non-refundable fees) 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. Renters may check the status of fields by calling the recorded Field Condition Hotline at (805) 517-6300. The Field Condition Hotline will be updated before 9:00 a.m. and before 3:00 p.m. each day. 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.

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: 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 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 (attractions requiring electricity must be powered 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 Arroyo Vista Community Park, Campus Park, Campus Canyon Park, College View Park, Glenwood Park, Mammoth Highlands Park, Mountain Meadows Park, Peach Hill Park, Poindexter Park, and Tierra Rejada Park.

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.

PERFORMERS: Paid or contracted performers, including but not limited to clowns, magicians, balloon artists, face painters, musicians, and disc jockey 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 of one hundred (100) square feet or greater, 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, Littering, Excessive noise, Disorderly conduct, Camping or lodging, Damaging property, Fireworks, Weapons, Driving on park turf, Vending (without a permit), Golf, Archery, Horseback riding, Go-cart riding, Motorized off-road vehicles, Hang gliding, Remote controlled airplanes, Rockets and projectiles, Trampolines, Pony rides, Reptile shows, and Mechanical rides.

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: _____ Date: _____

Print Name: _____ 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

Staff name: _____

Reservation number: _____

Photo ID checked: _____ Address verified: _____ Information complete: _____ Form signed: _____

Number of attendees checked: _____ Deposit charged: YES NO Amount: \$ _____

TO BE COMPLETED BY REVIEWER

Notes/ Conditions: _____

Reviewed by: _____ Signature: _____ Date: _____

TO BE COMPLETED BY APPROVER

Reservation Request is: Approved Denied Notes: _____

Approved by: _____ Signature: _____ Date: _____