City of Hercules – Parks & Recreation Department
2001 Refugio Valley Road, Hercules, CA 94547
Phone: (510) 799-8291 Fax: (510) 799-8288

OUTDOOR FACILITY RENTAL AGREEMENT

☐ **Refugio Tennis Courts**
( ) #1 ( ) #2 ( ) #3 ( ) #4

☐ **Woodfield Tennis Courts**
( ) #1 ( ) #2

☐ **Woodfield Baseball Field**
( ) #1 ( ) #2

☐ **Hanna Ranch Soccer Field**

☐ **Hanna Ranch Baseball/Soccer Diamond**

☐ **Refugio Valley Park Gazebo**

☐ **Refugio Birds Picnic Area**

☐ **Refugio Gems Picnic Area**

☐ **Refugio Astronauts Picnic Area**

☐ **Refugio Flowers Picnic Area**

☐ **Foxboro Islands Picnic Area**

☐ **Foxboro Trees Picnic Area**

☐ **Foxboro Park Tennis Courts**

☐ **Duck Pond Park Horse Shoe Pit**
( ) #1 ( ) #2

☐ **Duck Pond Park Bocce Court**
( ) #1 ( ) #2

☐ **Duck Pond Park Gazebo**

☐ **Large Group Gathering Permit for 50 or more people** _____ **(park rental fee and deposit required)**
Park Location

1. Requested Date: _____
Day of the Week Month Date Year

2. Rental/Permit Time: _____ am/pm to _____ am/pm
(The earliest rental start time may be set at 8:30am and end as late as sunset at which time parks close to the public. Your setup and cleanup time should be included as part of your total rental time listed.)
*All applicants must meet staff within 15 minutes of rental time in order to secure reservation.

3. Applicant's Name: _____ Day Phone: _____
(Print Clearly) Eve Phone: _____

4. Address: _____ City: _____ Zip Code: _____

5. Email Address: _____

6. Type of Activity: _____

Attendance numbers need to be as accurate as possible.
7. # Attend: Children (ages 1-12) _____ Teens (ages 13-20) _____ Adults (ages 21-35) ____ Adults (ages 35+) ____

8. Are you planning to have any additional activities included with your facility rental such as BBQ, music, etc?
If so, please explain: _____

RENTAL AGREEMENT

My signature certifies that I have read and understood the rules and regulations as set forth by the City of Hercules Parks & Recreation Department governing the use of the facility and special equipment described above and herein, that I will take full responsibility for ensuring that the use of this facility and areas by the organization/party I represent is in full adherence and compliance with all rules and regulations, and that I will hold the City of Hercules harmless from any damage, claim for damage for personal injury or death, damage or loss of property, claim for damage to or loss of property incurred in the use of this facility. I will accept full responsibility for them throughout the period specified in the Facility Rental Application and Agreement. I further understand that as the applicant I assume full responsibility for any penalty fees assessed by the City of Hercules for any violations of these rules and regulations governing the use of the above requested facility and special equipment. I am fully aware that the Deposit is non-refundable if I cancel for any reason. I am also aware that by signing this contract, I take full responsibility for the behavior exhibited by my guests during my rental.

Applicant's Signature: _____ Date: _____

Agreement Approved By (staff): _____ Date: _____

OUTDOOR FACILITY RENTAL AGREEMENT
CLEAN-UP REQUIREMENTS

I certify that I, the applicant reserving with the City of Hercules am at least 21 years of age. I understand that I or an appointed representative must be present at the beginning of the rental time, and must be present at the end of the rental time for inspection. I agree to do a full facility evaluation walk through with staff of all areas listed on the evaluation form prior to and after event to review any current or new damage to facility, which may have occurred during my rental.

The following requirements are asked of me but are not limited to the following:

- I will remove all decorations, debris, food, beverages off of all tables, chairs, trees, and/or any other City equipment/property that was used during my event.
- I will remove and dispose of all decorative material including signage and decorations.
- I will be responsible for the cleanup and condition in which I leave the picnic tables. In cases where property has been damaged or abused beyond normal wear, I will be billed for all damage and additional clean up. If the fee is larger than the cost the City of Hercules will bill for additional charges.
- I understand that parking availability is not guaranteed and on occasion may be quite limited.
- I understand that there is no amplified music allowed in City parks.
- I understand there is no alcohol allowed in City parks.
- I understand there are no bounce houses or jumpers allowed in City parks.
- I understand that in the event of a rain out that I must request a refund within 24 hours of my rental date with City of Hercules Parks & Recreation staff if there was rain on the date of my event.

I understand that failure to comply with this agreement may lead to losing portions and/or all of my rental deposit, which in some cases may exceed the deposit amount. I have read and understood the full information regarding rules and policies as they pertain to the rental of the facility listed on the agreement with the City of Hercules Parks & Recreation Department. I further understand that even if I delegate these responsibilities to other members or service agencies for which I have contracted, such as caterers, etc, I still have the ultimate responsibility to return the facility into its original rental conditions.

Applicant's Signature: _____ Date: _____

Copies of this agreement are available upon request.

Cancellation Notice: (Only fill-out if you are cancelling your event)

I agree by signing below, that I cancelled my event previously scheduled with the City of Hercules. I understand that by cancelling my event with more than 30 days' advanced notice I will lose my deposit fee. If I am cancelling my event with less than 30 days' notice of date of rental, then I forfeit my deposit fee and all of my rental fees.

Cancellation Signature: _____ Date: _____

OUTDOOR FACILITY RENTAL AGREEMENT
RULES & REGULATIONS

Please read the following information before signing the Outdoor Facility Rental Agreement.

The following rental policies have been approved and adopted by the City of Hercules City Council in order to outline the conditions for use of these facilities. All outdoor facilities are governed by these general rules in addition to specific conditions for each facility. *A permit is required for a gathering of 50 or more people at any City park even if the Park and/or Picnic Area is not being rented.*

Reservation Information

Reservations will only be accepted with a completed application and all fees need to be paid upon submitting an application. Applicants must be at least 21 years of age. Hercules Residents must provide valid proof of residency (i.e. CA I.D. or utility bill in applicant's name). Applications are approved on a first-come, first-serve basis. Reservations for the picnic areas may be made up to twelve (12) months in advance. All contact regarding the reservation fees, insurance, and on-site coordination will only be arranged with the original applicant listed on the application. If the original applicant is unavailable for event coordination with our rental staff on the event day, the applicant must designate an alternate person to assume this responsibility prior to the event.

The applicant will receive a receipt at the time of booking which will be used as proof of the reservation, so please have your receipt with you the day of the picnic reservation. If another group is in your area, show them your receipt and inform them of your reservation. If they refuse to move, call the Hercules Police Department at (510) 724-1111 and to assist in resolving the issue. The specified reservation site is the only section of the park that shall be governed by the reservation policy.

A reserved sign will be posted at the location that you reserved indicating the reservation area is reserved for your event. A City staff member will make an attempt to check with you to make sure we have the correct renter in the correct location. There will also be green cones locked around the reservation area. The cones will be unlocked on the tables that have been reserved prior to the reservation start time you listed on your Rental Agreement. Please have the reservation receipt with you in case there are any questions regarding your rental. Any use of the park outside of the area you reserved is open to the general public.

If any issues arise the applicant may contact City Staff at (510) 803-9769. Staff are not available for loading/unloading party supplies, and/or assisting with the applicant's portion of the clean up. The time period stated on the application form for the reservation will be strictly enforced. The reservation period must include all time necessary for set-up and clean-up for the event, and must be consecutive. All facility usage is based upon space availability and is limited to specific rental periods. Due to heavy use of the park, others may be allowed to use the reserved site if no one claims the area within one (1) hour after the reserved starting time specified on the application.

Staff will check the condition of the rental area before and after the rental to determine if additional damage, cleaning, or overtime use has occurred. Staff will also complete a facility evaluation sheet to document any problems. A Supervisor will review this evaluation in order to processes the deposit refund. This on-site evaluation is only one means of evaluating the return of the rental deposit, however additional charges may be imposed for damages or clean-up not identified on the evaluation form if additional items were identified after the applicant has left the facility. It is the responsibility of Staff to enforce facility use regulations and to

prevent abuse of any facility or facility use privileges, including but not limited to, requesting police department assistance to stop the service of alcoholic beverages, to remove disruptive individuals, and/or to clear the facility and cancel the event. In the case of such a cancellation of an event, no rental fees will be refunded.

The applicant is solely responsible and accountable financially for any and all accidents or injuries to persons or property resulting from your use of City facilities. The applicant is responsible for knowing and understanding all rules and regulations governing the City facilities. The applicant shall also be responsible for the control and supervision of all people in attendance during the usage of the facility and shall take care to see that no damage is done to the facility, and that everyone conducts oneself in an orderly manner. If facility damage or inappropriate behavior of a rental group occurs at any rental activity, the event may be shut down, and further use of city facilities by an individual applicant or group may be denied.

A. **Rental Policies:** Once the Parks & Recreation Department has received a completed Outdoor Facility Rental Agreement and all fees for the specific date, the Agreement will be reviewed by Staff, and once approved by Staff, the applicant will receive a receipt. The applicant should carefully review the receipt to verify all the information listed is correct for their rental. All rental fees, certificate of insurance, and deposit are due at the time of booking. Payments may be paid by check, cash, or credit card and also can be delivered to the Hercules Community/Swim Center, 2001 Refugio Valley Road, Hercules, CA 94547.

B. **Transfer/Rental Information Changes:** If a reservation has been made for an outdoor facility and the applicant wishes to change to an alternate date, alternate facility, and/or alternate applicant, a $10.00 transfer fee will be assessed if requested more than 30 days before the event date. For requests less than 30 days before the event date all rental fees and the deposit fee will be forfeited and a new agreement form must be submitted identifying the new rental activity date, rental facility, and/or applicant and all applicable fees. The original applicant must make all changes in person or in writing from the original applicant. Rental information changes are not accepted over the phone.

C. **Rainout Cancellations:** If a reservation has been made and the forecast for your picnic date is looking questionable due to rain, it is the applicant's responsibility to contact the City of Hercules Parks & Recreation staff to request a refund at least one business day after your event date due to a rainout. No refunds will be given prior to the event date or if no rain occurs on the day of the reservation.

D. **Cancellation/Refunds:** If the original applicant cancels a rental reservation at any time prior to the rental activity, the entire deposit will be forfeited. The following schedule will be used to determine the amount of refund due to the applicant:

1. Thirty (30) calendar days or more before scheduled event:
   Forfeiture of deposit.
2. Fewer than thirty (30) calendar days prior to scheduled event:
   Forfeiture of deposit and 100% of reservation fees paid.

The City reserves the right, as necessary, to reschedule or relocate a reservation due to unforeseen circumstances. In that event, the City will provide the applicant with as much notice as possible. In the event of a City cancellation, the entire rental fee (including full deposit) will be refunded.

E. **Alcoholic Beverages:** The consumption of any and all alcoholic beverages such as beer, wine, and hard liquor are prohibited.

F. **Inflatable Bounce Structures:** Inflatable bounce structures and similar structures are prohibited.

G. **Additional Duties of Applicant:** The applicant is responsible for monitoring attendants during event, and for monitoring children playing in or around facility. Please Note: Children should not be allowed to wander or play outside the facility unsupervised. Minors of the group must at all times be under the direction of adult leadership while on the premises. The applicant is also responsible for ensuring that guests are not allowed to enter landscaped planter areas, damage sprinkler systems, or security lighting. Staff may request Police assistance at any time to prevent abuse of privileges and to enforce facility rules and regulations. City staff or Hercules Police Department may close down any activity that poses a threat to the safety of the participants, staff, or the facility.

H. **Unruly Party Ordinance:** As of July 1994, the Hercules City Council adopted an unruly party ordinance, which entitles the City of Hercules to recover costs associated to responding to unruly activities as private and/or public property. The ordinance states the following:

a) It is an unlawful gathering on public or private property where persons under the age of 21 are present and alcoholic beverages are in the possession of, or are being consumed by, any person under the age of 21 years. This violation constitutes a misdemeanor, punishable as set forth in Section 1-4.01 of the Ordinance.
b) Police services at gatherings requiring a response call by the police will become the liability to the renter for the cost of providing police services during any subsequent responses by the police. The subsequent response may also result in the arrest and/or citation of violators under the California Penal Code, or other provisions of this Ordinance.
c) The cost of police services will be billed at the actual cost of police services, including those exceeding $1,000, through all legal remedies. Any person owing any fees shall also be liable in an action brought in the name of the City recovery such fees, as well as court costs and reasonable attorney's fees. A copy of the ordinance is available through the Hercules Police Department upon your request.
d) Any person owing any fees will not be allowed any future rentals until fees are paid.

I. **Smoking:** Smoking is prohibited by City Ordinance at all city facilities and parks.

J. **Decorations:** Reasonable party decorations are permitted. No one is allowed to put nails or use of staple guns into any trees, signs, or tables for any purpose. Scotch or masking tape may be used to hang decorative materials. Decorative materials may not be attached to light fixtures and must be completely removed from the facility at the conclusion of the activity. All decorative materials must be fire proof and/or flame retardant. At no time shall exits or facility signage be obstructed by decorations or rental equipment.

K. **Entertainment:** Amplified music is prohibited unless written verification is approved prior in writing to issuance of permit, by authorized City personnel.

L. **Extra Service Billing Rate:** The hourly rate for any staff required in performing extra cleaning, or minor facility repairs following a rental activity is $30.00 per hour, per staff. Any amount for these services shall be deducted from the rental deposit, or in the event of an insufficient deposit balance, shall become a separate obligation of the renter.

M. **Liquidated Damages:** A fee for liquidated damages of two times the amount of deposit will be imposed for violation of any facility rental regulation or misrepresentation of material information in the rental application, including but not limited to, misrepresenting the type of activity or sponsoring organization, misrepresenting residency of the applicant, exceeding the capacity of the facility, misrepresenting if alcohol will be served or sold, or misrepresenting the number or age group of participants/guests. This fee will be imposed regardless of actual damage to the facility or increased cost incurred by the City in supervising the activity and is in addition to any such costs, which will be withheld from the deposit amount.

N. **Use Not Granted For:** In accordance with the rules and regulations for facility rentals adopted by the City of Hercules City Council, usage of city-operated facilities may not be granted for the following reasons:

1. Rentals by individuals or organizations that have used the facilities in the past will be reviewed, and in instances where problems have occurred, additional conditions may be imposed or use not granted.
2. Rentals by individuals or organizations who fail to accurately represent the application information required by the City, or have repeated incidents of rule violations will be restricted from using any city facilities for a one-year period.
3. The City of Hercules retains the right to refuse facility usage at the discretion of Supervisor or Director based upon the above violations. Use may not be granted in any situation if the Supervisor or Director determines that such use would be detrimental to City facilities.
4. The City of Hercules refuses facility usage for the intent of “private for profit” dances and parties, with the exception of City recognized nonprofit community groups.