



City of Paso Robles Community Services Department

600 Nickerson Drive • Paso Robles, CA 93446 • (805) 237-3991 • FAX (805) 237-6424

After hours maintenance issues contact: Police Department, (805) 237-6464

www.prcity.com/recreation

APPLICATION FOR USE OF FACILITIES

Location: Barney Schwartz Park 2970 Union Road, Paso Robles, CA 93446

•Bounce Houses are not permitted at Barney Schwartz Park

Please read the policies and procedures on the reverse side before filling out application. Please print clearly. Rental charges must be paid at time of reservation to the "City of Paso Robles".

Date(s) Requested: _____ Day(s) Mon Tue Wed Thu Fri Sat Sun

Set-up Time: _____ am/pm Start Time: _____ am/pm End Time: _____ am/pm Clean-up Time: _____ am/pm

Description of Event: _____ Estimated Attendance: _____

Table with 3 columns: Pavilions w/BBQ, Softball Fields, Soccer/Football Fields. Includes checkboxes for various facility options like Lake Pavilion, Soccer Plaza Pavilion, and various field numbers.

Will alcohol be consumed at this event? NO YES A "City Alcohol Use Permit" is required

Will food be served*? NO YES

*Please note that food sales at Barney Schwartz Park are the exclusive right of the contracted concessionaire. Teams, leagues, tournament organizers and other user groups are not authorized to sell food or beverages at Barney Schwartz Park.

Will there be music? NO YES Type of music? _____

(Noise restrictions apply per reverse, section 7) YES Noise Ordinance Received?

Will minors be present? NO YES Adequate adult supervision must be present

Organization Name: _____

Applicant's Name: _____

Address: _____ City: _____ Zip: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

E-mail address: _____

WAIVER (Please read reverse side before signing)

Release, Hold Harmless And Agreement Not To Sue

I fully understand that my participation in the use of a city facility exposes me to the risk of personal injury, death, or property damage. I hereby acknowledge using city facilities and agree to assume any such risks.

I hereby release, discharge and agree not to sue City of Paso Robles for any injury, death or damage to or loss of personal property arising out of, or in connection with, my participation in a facility rental from whatever cause, including the active or passive negligence of a scheduled event or any other participants in the facility rental.

In consideration for being permitted to participate in the use of city facilities, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify and hold harmless City of Paso Robles from any and all claims, demands actions or suits arising out of or in connection with my participation in the facility rental.

I have carefully read this release, hold harmless and agreement not to sue and fully understand its contents.

I am aware that it is a full release of all liability and will sign it on my own free will.

Signature of Applicant: _____ Date signed: _____

Applicant must be at least eighteen (18) years of age to sign this agreement. If alcohol is served, the applicant must be at least twenty-one (21) years of age to sign this agreement.

Facility Reserved _____ Area _____ BBQ Combo # _____
Approved By: _____ Date _____ Permit # _____
Deposit submitted \$ _____ Check # _____ Cash Credit/Debit
Rental fee \$ _____ Insurance \$ _____ Alcohol \$ _____ Check # _____ Cash Credit/Debit Total Paid _____
Deposit Refund of \$ _____ Date _____ Applicant Signature _____

1. Application to use City facilities must be made on an application form provided by the Community Services Department and submitted prior to the date of the proposed use. Authorization for use less than 30 days or more than 180 days prior to usage may be granted at the discretion of the Director.
2. The City of Paso Robles may refuse to reserve or cancel any application for due cause. Written notice or refusal or cancellation with appropriate explanation will be given by the department not less than seven (7) days prior to the event.
3. Appeals to adjust or waive fees will only be considered by the Director of the Community Services Department. Appeals to the decision can be made to the City Council.
4. Usage must be within the allotted permit time. Permit time schedules and charges include all set-up and clean-up time.
5. Cancellations for facilities received less than seven days prior to the scheduled use will be charged a cancellation fee of \$10.00. No refunds will be made for cancellations within three days of the scheduled use. Refund of deposit and/or application fees paid to the City will be made in case of inclement weather conditions only after the deduction of any costs incurred by the City, if any, for the requested use. If the event is terminated by police or other city staff for non-compliance with rules and regulations, the deposit will not be refunded.
6. City of Paso Robles sponsored events will retain first priority for use of all facilities.
7. Music and noise are subject to City noise ordinance sections, specifically 9.07.010 through 9.07.030. Applicants using amplified sound (music, announcer, etc.) shall have someone continuously monitoring the sound levels to ensure they comply with City ordinances and are available to adjust sound levels if necessary.
8. No activity will be permitted which is in violation of local, state, or federal statutes.
9. Youth groups must have adult sponsors who guarantee observance of these rules and regulations. A minimum of one adult per 25 youth is required at the activity.
10. The presence of, and the serving of, alcoholic beverages is not permitted on City premises, except under the following conditions: (a) City Alcohol Use Permit has been approved; (b) a daily on-sale general license from the Alcoholic Beverage Control (ABC) Office license is obtained; (c) and all ABC rules and regulations are actively enforced.
11. Renter shall not use the City of Paso Robles' name to suggest endorsement or sponsorship of the event without prior written approval of the City of Paso Robles Manager or his/her designee. Renter's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
12. Renter shall indemnify, defend, and hold harmless the City of Paso Robles, 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 of occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of Paso Robles, its officers, employees, or agents.
13. 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 Paso Robles facilities and adjoining property in the amount of \$1,000,000 (one million dollars) per occurrence. Such insurance shall name the City of Paso Robles, its officers, employees, and agents as additional insured prior to the rental date of the Facility. Renter shall file certificates of such insurance with the City of Paso Robles, which shall be endorsed to provide thirty (30) days notice to the City of Paso Robles of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the City of Paso Robles may deny access to the Facility.
14. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Renter, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the City.
15. Renter shall report in writing 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 of occupancy of the City of Paso Robles facilities and adjoining property to the City of Paso Robles Manager or his/her designee as soon as practicable.
16. Renter waives any right of recovery against the City of Paso Robles, 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 Paso Robles, its officers, employees, or agents.
17. Renter waives any right of recovery against the City of Paso Robles, 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 Paso Robles, its officers, employees, or agents seek recovery against Renter.