



## SPORTS FACILITY RENTAL RULES & REGULATIONS

**By signing the Sports Facility Rental Application, you are signing that you have read and understand all information contained herein. The following rental policies outline the conditions for use of LARPD facilities. All LARPD facilities are governed by these general rules, in addition to specific conditions for each facility.**

- 1. Application Requirements** - Reservations will only be accepted with a completed application and the required deposit fee. Applicants must be at least 18 years of age. Livermore residents must provide valid proof of residency (i.e. California I.D. or utility bill in applicant's name) to qualify for the resident rate. Reservations may be made up to four (4) months in advance. The District has established a priority use list in which allows LARPD staff to schedule facility space upon availability and priority; the District's priority use list is determined and implemented at the discretion of LARPD staff.
- 2. Permit** – The applicant will receive a permit at the time of booking which will be used as proof of the reservation. If another group is in your area, show your permit and inform them of your reservation. If they refuse to move, call LARPD staff at (925)960-2400 for assistance in resolving the issue. The specific reservation site is the only section of the facility shall be governed by the reservation policy.
- 3. Rental/Reservation Contact Requirements** - All contact regarding the reservation fees, insurance, rental fees, and on-site coordination will only be arranged with the original applicant. If the original applicant is unavailable for event coordination on the event day, the applicant must designate an alternate person to assume this responsibility in advance of the event and inform Livermore Area Recreation and Park District in writing. Applicants will be required to meet with LARPD staff thirty (30) days prior to the scheduled event to review the facility layout, review rules and regulations, and submit required signed documents.
- 4. LARPD staff and field users** - LARPD staff may be on duty during scheduled use of LARPD facilities. LARPD staff is not available for loading/unloading supplies, or equipment, and/or assisting with the applicant's portion of the setup and cleanup. Applicants and their participants are required to engage respectfully and appropriately with LARPD staff and other rental user groups. Applicants and their participants shall not interfere with other applicant's rentals; refusal to comply with LARPD staff may result in a directive to vacate the facility, and/or cancellation of future rental dates, and/or not be permitted to rent a District facility in the future. Applicants are not permitted to trespass onto private property without permission of the property owner. Climbing of walls, fences and gates to retrieve equipment is not permitted; contact LARPD staff for assistance.
- 5. Adhering to time schedule on application** - The time period stated on the application form for the reservation will be strictly enforced. If applicant does not use full time as stated on their application there will be no refunds given or funds transferred. The reservation period must include all time necessary for setup and cleanup for the event, and time must be consecutive. All facility usage is based upon space availability and is limited to specific rental periods. The facility will not be open prior to the stated reservation time for any renter or participant participating in the rental activity, nor can items be stored overnight in an LARPD facility prior to or after any rental activity.
- 6. Rental Eligibility** - Sports facilities are utilized year round. Grass fields are periodically closed throughout the year for field maintenance. Applicants and participants are required to follow the District's rules and regulations for facility and field usage. Failure to follow the District's rules and regulations may prevent an applicant and/or participant from utilizing and/or renting a District facility in the future. The District has adopted the California Interscholastic Federation (CIF) that designates specific seasons for facility usage and play. These seasons are outlined as the following: Spring – baseball, softball, and lacrosse; fall – soccer and football; winter – rugby. LARPD staff reserves the right to allow season overlap.



- 7. Equipment storage and cleaning requirements** - LARPD staff is not responsible for the setup and take down of an applicant's rental. Applicants will be responsible for the removal and/or disposal of food, beverages, paper goods, decorations, signage, equipment, furniture, and personal items once the event has concluded. LARPD will not authorize the overnight storage of any personal event items or equipment or be responsible for any items left behind. All event trash is to be properly bagged and placed in the designated trash receptacles. Applicants will be required to notify LARPD staff immediately of any large spills within the facility(ies) that are rented per this agreement. Applicants are responsible for ensuring that DJs, caterers, decorators, etc. adhere to LARPD's cleaning requirements and exit the facility by the event rental end time. Failure to adhere to LARPD's cleaning requirements could result in the forfeit of the entire facility rental deposit.
- 8. Condition of facility** - LARPD staff will check the condition of the facility with the applicant before the start of the event and prior to their departure to determine if additional damage, cleaning, or overtime use has occurred. LARPD staff will document any issues during the total length of the rental including but not limited to setup, event time, and cleanup. 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 cleanup not identified on the evaluation form if additional items are identified after the applicant has left the facility. It is the responsibility of LARPD staff to enforce facility use regulations and 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 or transferred. LARPD staff will process the deposit refund request upon review of evaluations the week following the rental. Once the deposit refund requested has been reviewed by LARPD staff, the renter should expect to receive the deposit refund within thirty (30) business days if the deposit was paid via check or cash. Deposits paid by credit card may only be refunded to the credit card used for the payment of the deposit.
- 9. Compliance with all applicable law, rules, and regulations** – The applicant shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings. The applicant agrees to abide by all applicable local, federal, and state accessibility standards and regulations. The applicant further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc. LARPD reserves the right to immediately revoke an applicant's right to use of the facility under this agreement should the applicant fail to comply with any provisions of this section.
- 10. Inclement weather** – To protect LARPD's facilities infrastructure, LARPD staff are responsible for determining field use and states on a daily bases. To check the status of LARPD fields, applicants are encouraged to contact our Field Conditions hotline at (925)373-5702 x1 or by visiting our website at [www.larpd.org/field-conditions](http://www.larpd.org/field-conditions). Field status updates are made at 2:00pm on weekdays, and at 7:00am on weekends. LARPD staff reserves the right to close any LARPD facility for any reason, including maintenance or inclement weather such as rain, lightning, thunder, and/or frost.
- 11. Liability** - The applicant is solely responsible and accountable financially for any and all accidents or injuries to persons or property resulting from your use of LARPD facilities. The applicant is responsible for knowing and understanding all rules and regulations governing LARPD 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 himself or herself in an orderly manner. Minors must be supervised at all times during an event rental, this includes setup and cleanup. LARPD will not be held responsible for unsupervised minors. If facility damage, inappropriate behavior of a rental group, or exceeding capacity levels occurs at any rental activity, the event may be shut down, and further use of LARPD facilities by an individual applicant or group may be denied.



- 12. Finalizing payment** - Final rental fees are due fourteen (14) days before the rental date. Any additional hours and amenities must be pre-paid in advance of the rental date. Deposits must be paid at time of reservation. Payments may be paid by check, cash, and credit card. Checks may be mailed to the Livermore Area Recreation and Park District, 4444 East Avenue, Livermore CA 94550. Checks mailed within thirty (30) days of the scheduled event will not be accepted. If payment is not received by the specified due date, the rental may be cancelled and subject to forfeiture of all fees submitted.
- 13. Rental Transfer/Date Change Request** - If a reservation has been made for a facility and the applicant wishes to change to their original application in anyway, including dates, times, and/or location, a \$25 transfer fee will be assessed. In addition to the assessed fee, a new application must be submitted identifying the new rental applicant. The original applicant must make all changes in writing.
- 14. Cancellations** - If the original applicant cancels a rental reservation, other than for reason of inclement weather, the following schedule will be used to determine the refunded amount:
- **100%** of the rental fees and deposit will not be refunded for any/all cancellations thirty (30) days prior to the event date;
  - **50%** of the rental fees will not be refunded for any/all cancellation notices given fourteen (14) days prior of the rental date; **OR**
  - **100%** of the rental fees will not be refunded for any/all cancellation notices given less than fourteen (14) days in advance of the rental date.
- 15. Insurance Requirements** – Applicants are required to provide and keep in force a Certificate of Comprehensive General Liability Insurance with the following limits:
- \$1,000,000 Each Occurrence
  - \$1,000,000 Damaged to Rented Premises
  - \$5,000 Medical Expenses
  - \$1,000,000 Personal and Advanced Injury
  - \$2,000,000 General Aggregate

All such Liability Insurance shall name the Livermore Area Recreation and Park District, inclusive of its employees, volunteers, Board Members, representatives, and agents as Additional Insured by separate Scheduled Endorsement.

Applicants will have the ability to purchase a District insurance policy if needed. District insurance premium rates are based on market rate; these rates may fluctuate due to the type of rental, type of activity, total number of guest, and total number of days. Applicants reserving dates for the next calendar year may be subjected to increased insurance premiums if premiums are raised through a District carrier. Applicants are responsible for any additional fee increases.

For applicants providing their own insurance, policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by LARPD's self-insurance pool. The insurance policy, including the Scheduled Endorsement is due thirty (30) days prior to your rental date to avoid being charge and required to purchase the District's insurance policy. Once the approved insurance policy and Scheduled Endorsement is received, the District's insurance fee will be removed from the facility rental permit. Failure to provide your insurance policy and Scheduled Endorsement, meeting the District's



insurance requirements thirty (30) days prior to your rental date will result in your rental being cancelled and a refund will not be issued, including withholding the refundable deposit.

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusive of other coverage, or a waiver of any type. If the applicant maintains higher limits than the minimums shown above, LARPD requires and shall be entitled to coverage for the higher limits maintained by the applicant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to LARPD.

- 16. Indemnification** – Applicants shall indemnify, defend, and hold harmless Livermore Area Recreation and Park District, 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 out of or in any way related to the applicant’s use or occupancy of a facility or property controlled by the Livermore Area Recreation and Park District, unless solely caused by the gross negligence or willful misconduct of Livermore Area Recreation and Park District, its officers, employees, or agents.
- 17. Alcohol** - Alcoholic beverages may be consumed in LARPD facilities with an authorized alcohol permit issued by LARPD prior to the event date. Alcoholic beverages may not be sold or consumed at any officially designated youth event. The serving or selling of alcoholic beverages remains at the discretion of LARPD. In events where alcohol will be sold, LARPD requires the applicant to purchase an additional permit from the Department of Alcoholic Beverage Control (ABC). A copy of the ABC issued permit must be turned into LARPD five (5) days prior to the scheduled event and posted during the event rental. In addition, LARPD is not responsible for any such violations by the lessee of the ABC permit or the law with respect to alcohol. Lessee shall name LARPD as an insured under the lessee’s liability policy. LARPD has the ability to limit the number of hours that alcoholic beverages can be served during the event. The serving and selling of alcoholic beverages must end at least 30 minutes prior to end of the event.
- 18. Selling of food and beverages** – In events where food and beverages will be sold, LARPD may require the applicant to purchase an additional temporary food permit from the Alameda County Health Department. A copy of the issued temporary food permit must be submitted to LARPD five (5) days prior to the scheduled event.
- 19. Admission**- Applicants are required to notify and receive permission from LARPD staff prior to the use of any rental that is intending on charging an admission to enter and LARPD facility. Applicants who fail to communicate and/or receive permission from LARPD staff to charge an admission fee will result in the cancellation of the rental, and will forfeit all rental fees and refundable deposit.
- 20. Security Requirements** - All rental facility applications are reviewed and could possibly be subject to security requirements. All events that have alcohol will require assigned security officers. Duties of security officers include monitoring the inside facility, lobby areas of the facility, front entrance of facility, parking lot areas, and patio areas. Security officers may make appropriate changes to duties listed above in order to maintain the safety of the applicant, guests, staff, facility and themselves. Consumption of alcohol by minors will not be tolerated. Applicant understands that if alcohol is served to minors, the security officers, staff and/or Livermore Police Department will be required to close alcoholic services, and the applicant may be held responsible for the illegal distribution of alcohol. The following are basic guidelines for assigning security officers at facility rentals and are set at the discretion of LARPD staff:



- 0-100 in attendance Up to two (2) officers
- 101-200 in attendance two (2) officers
- 201-300 in attendance three (3) officers
- 301-400 in attendance four (4) officers
- 401-500 in attendance five (5) officers

- 21. Applicant Responsibility for Security during Rental** - The applicant is responsible for checking in with the security officers and LARPD staff before the start of event. LARPD staff will discuss specific duties for security officers before the start of the event. Security officers will receive and take direction from LARPD staff. Please Note: children are not allowed to wander or play outside the facility unsupervised. All guests should remain inside the facility during the course of the rental, unless smoking in designated smoking areas. The applicant is also responsible for ensuring that guests are not allowed to enter landscaped planter areas, damage sprinkler systems or security lighting. LARPD staff or security officers may request Public Safety assistance at any time to prevent abuse of privileges and to enforce facility rules and regulations. The staff, security officers, or Livermore Police Department may close down any activity that poses a threat to the safety of the participants, staff, security officers or the facility.
- 22. Smoking** - It shall be unlawful to smoke or in any other way engage in the use of tobacco or tobacco-like products of any kind or description and in any form, on any property owned and/or operated by the District, including any buildings, historic sites or structures, restrooms, grandstands, stadiums, bleachers, amphitheaters, covered arenas, picnic sites, other similar places or assembly, also in any District parklands, open spaces, sports fields, swimming pools, snack bars, parking lots, sidewalks, or trails, unless in a place designated and posted or temporarily permitted for such use (District Policy FAC-05-1947). Smoke, mist or fog machines, haze, or vapor type devices are prohibited in all LARPD facilities.
- 23. Decorations and Setup** - Adhesives, nails, screws, pins, or staples on facility walls are prohibited. Taping of LARPD facility chairs and/or tables is prohibited. LARPD tables must be covered prior to event usage. Decorative materials may not be attached to light fixtures and must be completely removed from the facility at the conclusion of the activity. Confetti, glitter, sequins, rice, birdseed, straight pins on carpet, and/or sparklers are prohibited in any LARPD facility. If balloons are utilized for decorations, they must be weighted down and not be released intentionally to float to the ceiling areas and/or released outside LARPD facilities. All decorative materials must be fireproof and/or flame retardant. The use of fences, bleachers, targets and/or any other stake like objects are not permitted at any LARPD Facility. At no time shall exits or facility signage be obstructed by decorations or rental equipment.
- 24. Music/Audio** – LARPD complies with the City of Livermore’s Noise Ordinance for all facility rentals, which requires LARPD to restrict music and noise levels to not exceed 60 decibels. Amplified music will be restricted to the interior of the facility with noise exposure outside not to exceed 60 decibels at the facility boundary. Outdoor musical instruments may only be acoustical. At the discretion of LARPD staff, outdoor music may be amplified.
- 25. Lighting** - Strobe, rotating, flashing, and/or up lights are permitted in LARPD facilities. Smoke, mist or fog machines, haze, or vapor type devices are prohibited in all LARPD facilities. The rental facilities have automatic smoke detectors, which are monitored by the Livermore-Pleasanton Fire Department. Applicants in violation of this regulation will be financially responsible for all charges levied by the Fire Department for a response call. Mist machines are prohibited due to their potential for damaging floor surfaces and creating a safety hazard for guests. LARPD has four facilities that provides the use of lit fields at Max Baer, Robertson Park, Cayetano, and Ernie Rodriguez; lit fields is an additional rental option and applicants and their participants will be required to vacate the facility by 10:30pm.





- 26. Drone Videography and Photography** – In order to protect the health and safety of our program participants, recreational drones, model airplanes, and any other unmanned aerial vehicles or systems are not permitted on any property owned and/or operated by the District, including any buildings, historical sites or structures, restrooms, grandstands, stadiums, bleachers, amphitheaters, covered arenas, picnic sites, other similar places or assembly, also in any District parklands, open spaces, sports fields, swimming pools, parking lots, sidewalks, or trails.
- 27. Holiday Closure** - LARPD has recognized District holidays where LARPD offices and facilities will be closed; permits for rental facilities will not be issued for the following District holidays: New Year's Eve day, New Year's Day, Martin Luther King Day, President's Day, Easter Sunday and Monday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the Friday after Thanksgiving, Christmas Eve, and Christmas Day.
- 28. Additional Incident Fee** - Excessive cleaning performed by any LARPD staff beyond the normal event cleaning requirements or minor facility repairs following a rental activity will result in a cleaning fee of \$150 per incident. Any amount for these services shall be deducted from the rental deposit, or in the event of an insufficient deposit balance, shall be a separate obligation of the applicant.
- 29. Additional Staff Charges** –Applicants and event vendors will be given 15 minutes after the specific end time listed on the permit to exit the facility. In the event the rental exceeds the permitted rental time, the applicant will be charged up to \$320 per additional hour; a minimum of one (1) hour will be charged. Any amount for these services shall be deducted from the rental deposit, or in the event of an insufficient deposit balance, shall be a separate obligation of the applicant.
- 30. Violation of these policies** - 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 LARPD in supervising the activity and is in addition to any such costs, which will be withheld from the deposit amount.
- 31. Denial of Rental Application** - In accordance with the rules and regulations for use of LARPD facilities including rental of LARPD facilities, request for use/rental may be denied for any of the following reasons, but not limited to:
- Rentals by individuals or organizations that have used the facilities in the past where problems have occurred, application may be denied or additional conditions may be imposed.
  - Rentals by individuals or organizations who fail to accurately represent the application information required by Livermore Area Recreation and Park District, or have repeated incidents of rule violations will be denied requests to use LARPD facilities for a minimum of one year.
  - Livermore Area Recreation and Park District retains the right to refuse facility usage/rental at the discretion of the General Manager, or his/her designee.
  - Use may not be granted in any situation if LARPD staff determines that such use would be detrimental to LARPD facilities.
  - Livermore Area Recreation and Park District refuses facility usage for the intent of “private for profit” dances, and/or parties, with the exception of approved state recognized nonprofit groups.