

City of Clayton
Park Facility Use Policies

I, the undersigned, have read, understand, and agree to comply with the following policies and procedures, written or implied, regarding the use of the park facilities.

Applicant Signature

Date

Usage Date:_____

Usage Area:_____

Purpose:

The City Park Facility Use Policies establish rules, regulations and procedures governing the use of the City's developed parks; including the fee schedule for the current year.

Facilities Available:

1. Clayton Community Park, located at 7411 Marsh Creek Road and Regency Drive. The park includes seven (7) picnic areas with barbeque facilities, toddler playground, and three (3) baseball/softball fields, and four soccer fields (three (3) overlay the baseball fields). The sports fields and group picnic areas are available for reserved use.
2. Lydia Lane Park, located at the northern end of Lydia Lane, is a small neighborhood park adjacent to Mt. Diablo creek and trail. The park includes an open grass area, picnic bench and play structure. The park is available for general public use.

General Park Regulations:

1. All fees and use regulations are subject to change.
2. Parking is permitted only in designated stall, and is at the care owner's risk. Applicable parking regulations will be enforced by City of Clayton Police Department.
3. The consumption, serving and/or selling of alcoholic beverages is prohibited except by obtaining an Alcohol Permit issued by the City.
4. Smoking is prohibited in all areas of the park.
5. Skateboarding is prohibited on all park roads, trails, stairways and walkways.
6. We do allow normal sports equipment related to the baseball/softball and soccer used, or small play equipment (balls, racquets, buckets, etc.); however, the following are specifically prohibited;
 - Roller or rollerblade hockey
 - Rockets
 - Firearms, including BB guns and air rifles
 - Inflatable jump houses, slides, etc.
 - Any equipment which could pose an inordinate danger to park users.
 - Volleyball/badminton nets on small poles (no large holes in the turf) may be used, if noted and approved on the application.
7. Tents or awnings will be considered on a case by case basis. In general they will be allowed if no damage is likely to result from their use; however, we may require an additional security deposit. Any such use must be approved by the City Manager.
8. There is no power supply at Picnic & Park Areas, no amplified music, bands, etc. (small portable battery operated, iPod, cd player, permitted)
9. Dogs must be kept on a leash at all times. Owners are required to clean up after their dogs.
10. Horses are not allowed in the parks except in designated horse trails.

11. Park users are not allowed to bring other animals into the park.
12. Loitering or gatherings outside of open park hours is prohibited.
13. Groups composed of minors must be supervised by adults.
14. Large Special events may be considered subject to securing a city Temporary Use Permit & Use Permit (if applicable)
15. Access of City parks may be suspended at any time for any individual or group engaged in illegal activities or inappropriate behavior, including but not limited to verbal/physical/sexual abuse or harassment, vandalism, interference with enjoyment of the park of other users, etc.
16. Conditions specified are for private event rentals where alcohol is being served or otherwise available for consumption at no cost to attendees. If alcoholic beverages are to be sold at rental event, the renter must obtain a separate State of California Alcoholic Beverage Control (ABC) liquor license on their own and present it to the City prior to the event.
17. Fundraisers or other event rentals open to the general public where food is being sold or made otherwise available must obtain a temporary food event permit from Contra Costa County Health Services (www.cchealth.org/eh) as required by the law and present this to the City prior to the event. The permit must be submitted to the County at least two weeks prior to the event to avoid late fee charges.
18. A fully executed park facility use application establishes a non-transferrable and non-assignable rental use agreement valid solely between the City of Clayton and applicant. The right to use City park premises as specified in the application may not be sub-leased, assigned, or transferred in any manner. Any such sub-lease, assignment or transfer shall be null and void and shall result in termination of applicant's right to use park facilities under the rental use agreement and loss of future rights to reserve park space.

Park Hours:

The parks are open from sunrise to sunset.

Availability:

A. User Classifications:

1. City Sponsored
 - Definition: Directly sponsored and administered by the City of Clayton.
 - Priority: Advance reservations up to one calendar year in advance.
 - Fee: Exempt
2. Community
 - Definition: Public agency, non-profit organization directly serving Clayton residents.
 - Priority: Advance reservations up to four months in advance.
 - Fee: Community/Resident
3. Non-Residential
 - Definition: Non-commercial individual or organization no serving or resident in Clayton.
 - Priority: Advance reservations up to two months in advance.
 - Fee: Non-resident
4. Commercial
 - Definition: Private Company or Organization
 - Priority: Advance reservations up to two months in advance
 - Fee: Commercial

B. Facility Use Reservation Applications and Insurance:

All use applications must be delivered in person or by mail to the city offices (open Monday through Friday, 9:00 a.m. to 5:00 p.m.). **Phone reservations will not be accepted.** Reservations will be considered accepted and confirmed only upon payment of use fees. It will be the responsibility of the applicant to read, understand, and agree to comply with all Park Policies.

1. Single Use Applications:

- a. Sports fields may be reserved for use on individual dates and times not previously reserved by the organized sports leagues for seasonal play.
- b. Group picnic areas are available to be reserved and single tables are available in Picnic Area #5 only.
- c. Users may be required to provide bodily injury and property damage insurance in the minimum per occurrence aggregate of \$1,000,000 each naming the City of Clayton, its officers, employees and volunteers as additional insured. A Certificate of Insurance must accompany the application if applicable. The Insurance requirement may be waived for individual, family, or small group users. All Commercial users must comply with the insurance requirement.
- d. Applicants will be required to execute a Hold Harmless agreement.
- e. The applicant will be responsible and billed for any damages occurring as a result of their use of the facilities.
- f. Use fees are not refundable, except for rain days or City-ordered closures, and acceptable alternative dates are unavailable.
- g. The applicant is responsible for having a receipt onsite to show proof of rental. Applicants are responsible for securing the site early in the day.

2. Seasonal Sports Field Application:

- a. Sports fields may be reserved for team or league use on a calendar year basis. Current year users will be given priority in scheduling until December 15th immediately preceding the calendar year being scheduled; (a) they may repeat the same days/times reserved in the current year; and (b) they will have the first chance to schedule dates abandoned by other users.
- b. Seasonal users must provide and maintain bodily injury and property damage insurance in a minimum per occurrence aggregate of \$1,000,000 each, with an endorsement naming the City of Clayton, its officers, employees and volunteers as additional insured. A Certificate of Insurance will be required with the application,
- c. Seasonal users will be required to execute a Hold Harmless agreement.
- d. Applications must be accompanied by a reservation deposit of \$100.00 or 50% of the total rental fee, whichever is less. The deposit will be non-refundable, but may be applied towards the use fee. A payment of at least 50% of the total fees is required 30 days prior to the first scheduled use, and the balance of the total fees will be due 30 days after the first scheduled use.
- e. If there are any damages to the fields or facilities to include restroom caused directly by the participants or spectators. All damages for repairs will be billed accordingly.
- f. Use fees are non-refundable. Alternate dates and time will be provided as credit for rain days in city-ordered closures.

Insurance Requirements:

1. All events where alcohol is being served or otherwise available for consumption shall provide the City of Clayton with proof of valid insurance coverage as evidenced by a certificate of insurance or declarations page. Additional insurance requirements may apply as outlined in the previous section.
2. Such certificate shall provide coverage for losses arising from bodily injury, property damage and host liquor liability in the amount of \$1,000,000 per occurrence.

3. The Insurance Policy shall name the City of Clayton, its officers, employees and volunteers as the Additional Insured in conformance with the Hold Harmless Agreement and must specify that the applicant insurance shall be primary to any insurance carried by the City and without offset to City's policies.
4. The insurance policy shall be properly executed with an original signature of an authorized agent of the insurance company and is due at the time final payment is made. For an additional fee the applicant may purchase special event insurance from the City contracted third party insurance provider. Please call 925-673-7300 for a quote. You can also contact your insurance agent regarding whether or not your homeowner's policy may be extended to cover your event.

Cancellations / Refunds:

Cancellation requests must be made in writing by the applicant. Reservation rental time changes, date changes, and cancellations will be handled in accordance with the Master Fee Schedule adopted by the City Council in place at the time written notification of cancellation and/or reservation change is received.

Revised: January 8, 2018