



City of Millbrae Field User Contract

WHEREAS, the City of Millbrae ("City") operates and maintains athletic fields, including the tennis courts at Central Park, (collectively "City Athletic Fields"), primarily for the use of its residents, resident schools, and organizations; and

WHEREAS, _____ (*Field User Organization*) has submitted an application for use of City Athletic Fields (which application is attached as Attachment A and incorporated herein) in accordance with the City's Procedures for the use of Athletic Fields maintained by the City of Millbrae and for the use of fees generated by Field Use (Administrative Standard Procedures Number 6-7); and

WHEREAS, City hereby grants Field User Organization permission to use City Athletic Fields subject to the terms of its permit, as further described as Sections I.a. and III.a. herein and subject to the terms of this Field User Contract.

Now, therefore, the City and Field User Organization agree:

I. Permitted and Prohibited Activities

- a. Field User Organization may use City Athletic Fields subject to the terms of the City of Millbrae Athletic Field Use Permit issued to Field User Organization.
- b. City Athletic Fields may not be used for organized athletic activities other than pursuant to a City of Millbrae Athletic Field Use Permit.
- c. Field User Organization may not, without prior notification and approval of the Recreation Department, loan or sublet to any other user organization or individual any portion of City Athletic Fields. Loan or subletting of any City Athletic Fields will require separate approval by the Recreation Department and additional fees will be charged. Any other organization or individual who gains such approval shall comply with all requirements, including the provision of insurance and waiver of liability, for the use of City Athletic Fields.

II. Meeting Attendance

- a. Annual Meetings: Field User Organization agrees to attend a mandatory annual meeting of all field user organizations scheduled by the Recreation Department. Staff from the Millbrae School District, two members of the Parks and Recreation Commission and staff from both the Parks and the Recreation Departments may attend the meeting along with representatives of all approved field user organizations. The purpose of the meeting will be to discuss issues regarding City Athletic Fields use, maintenance and equipment needs, and the specific needs of the various field user organizations. Staff will take the input received at the meeting into consideration in recommending budgets to the City Manager for the maintenance and operation of the City Athletic Fields.
- b. Seasonal Field Scheduling Meetings: Field User Organization agrees to attend two mandatory seasonal field scheduling meetings arranged each year by the Recreation Department. These meetings may be attended by a representative of each approved field user organization as well as by one or more representatives of both the Parks and the Recreation Departments and the Millbrae School District. One meeting will be scheduled to discuss the spring/summer season; the other will be scheduled to discuss the fall/winter season.

III. Permits, Deposits, and Fees

- a. In order to be eligible for field scheduling, Field User Organization must hold a valid City of Millbrae Athletic Field Permit. A copy of such permit should be carried by a representative of Field User Organization on-site during scheduled use of the City's Athletic Fields and must be presented to City staff upon request. These permits are non-transferable and may not be passed on to other groups/organizations or person(s). Field User Organization must adhere to the designated activity, time(s), location(s), and date(s) of assigned use. Authorized permits will only be distributed after the seasonal scheduling meetings and all required documentation has been submitted (proof of insurance, rosters, etc.) To the extent, there are any discrepancies between the terms of a City of Millbrae Athletic Field Permit and this Field User Contract, the terms of the City of Millbrae Athletic Field Permit shall control. City of Millbrae Athletic Field Permits may expire by their own terms. Field User Organization is responsible for renewing such permits and complying with all terms of renewal, including submission of all required information.
- b. A **One Thousand Dollar** (\$1,000) security deposit must be delivered to **Millbrae Recreation Department Office** by the Field User Organization within one week of execution of this Field User Contract. The city may use this deposit to recover for any damage that occurs during, or extra maintenance necessitated by, Field User Organization's use of City Athletic Fields. Field User Organization is entitled to the return of any remainder of its security deposit upon expiration of its last permit. If City uses money from the security deposit pursuant to this section, Field User Organization shall replenish its security deposit so that City holds \$1,000 from Field User Organization upon each anniversary of this Field User Contract.

- c. Field User Organization will pay \$23 per participant for each of the spring/summer and fall/winter seasons. Fees are subject to increase by the City Council from time to time. Additional fees for the use of City Athletic Fields may be charged based on the type of use and other criteria established by the City Council from time to time.

IV. Restrictions on Field Usage

- a. The Parks and Recreation Department may decide, for reasons of safety, weather, field conditions or conditions likely to create significant damage to City Athletic Fields, to close an athletic field or fields at any time. In the event of an unscheduled closure during seasonal sports programs, the Recreation Department shall make every effort to notify Field User Organization of the unavailability of the field or fields as far in advance as possible.
- b. City Athletic Fields may, at the City's sole discretion, be entirely or partially closed for maintenance. Field User Organization must abide by specific field use and/or maintenance practices, which will be indicated on the Millbrae Field Use Permit.
- c. During inclement weather periods, Field User Organization may be required to cancel games or practices if it is raining or the field is deemed by City staff, in their sole discretion, to be in an unplayable condition at game/practice time. In questionable weather conditions, Parks Department personnel will make a determination of playability. Subsequent to that decision, each affected field will have a sign posted "Field Closed Today" and a "Field Condition Hotline" recording will be activated. This number will be available to all callers desiring the latest information on the playability of each field and will be updated regularly. Field User Organization should make every effort to publicize this policy to its participants.
- d. Field User Organization is responsible for the use of City Athletic Fields and surrounding areas by its employees, volunteers, agents, participants, and observers. Field User Organization, teams, and parents must ensure that the City Athletic Fields, dugouts, landscaping, and surrounding areas are free of trash. Field User Organization is responsible for any damage to City Athletic Fields, landscaping and surrounding areas occurring during Field User Organization's use of the facilities. Field User Organization shall notify its employees, volunteers, agents, participants, observers, and the parents of minor aged participants and observers that they, and siblings and children brought to the fields, must keep out of landscaped areas. Parents are responsible for any damage to landscaped areas, sprinklers and other facilities therein, caused by their children. Assistance in keeping the City Athletic Fields and surrounding areas clean and free of damage will help keep costs under control and ensure the enjoyment of the fields in the future. The following rules apply to City Athletic Field use:
 - i. No sunflower seeds
 - ii. No chewing gum
 - iii. No hitting balls against cyclone fencing (soft toss)

- iv. Stay off non-field grass or landscaped areas
 - v. No stakes or portable tents allowed on turf areas
 - vi. No dogs allowed
 - vii. No smoking
 - viii. No alcohol
 - ix. No Littering (California Penal Code Section 374 classifies littering as an infraction punishable by a fine of not less than \$200 to \$1,000)
- e. Field abuse (unauthorized rainy day use, inappropriate use of a field or City equipment, leaving the field littered, etc.) may result in a penalty or fine as determined by the City. This may be in the form of loss of field use time, cash payment or use of the Field User Organization's security deposit.

V. Compliance with Laws

Field User Organization must comply with all federal, state, and local laws in their use of City Athletic Fields.

VI. Relationship of the Parties

Field User Organization is an independent contractor. Employees, volunteers or agents of the Field User Organization are not, by virtue of this Field User Contract or the use of City Athletic Fields, employees, volunteers or agents of the City.

VII. Insurance Requirements

Field User Organization shall procure and maintain during use of City Athletic Fields under this Field User Contract, and provide evidence to the City of, Commercial General Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least one million dollars (\$1,000,000) per occurrence or claim and a general aggregate limit of at least one million dollars (\$1,000,000). The City of Millbrae, its council members, officers, employees, agents, and volunteers shall be named as additional insureds on such policy. The Millbrae Elementary School District, its board members, employees, agents, and volunteers shall also be named as additional insureds on this policy.

VIII. Responsibility; Waiver of Liability

- a. Field User Organization accepts full responsibility for any damage to City property, and for the conduct of those using City Athletic Fields hereunder. It is understood that the City of Millbrae, its elective officer holders and appointive Commissions, Committees, Officers, Agents, and Employees will not be held responsible for any injury or loss incurred by those using City Athletic Fields.
- b. Each User Organization must sign and return the City of Millbrae liability waiver form to the Recreation Department prior to any use of the City athletic fields.

The undersigned has sufficient power, authority, and capacity to bind the Field User Organization to the terms of this Field User Contract. The Field User Organization agrees to be bound by all terms and conditions of this Field User Contract and any attachments hereto, and the associated City of Millbrae Athletic Field Permit(s) and any attachments thereto.

FOR THE FIELD USER ORGANIZATION

Name (Printed), Title (if relevant)

Phone

Alternative Phone Number

Mailing Address

Signature

Date

FOR THE CITY OF MILLBRAE

Name (Printed), Title

Phone

Signature

Date