

City of Brentwood
 Parks and Recreation Department
 35 Oak Street
 Brentwood, CA 94513
 (925) 516-5444 • (925) 516-5445 FAX
 www.brentwoodca.gov



Contract #	_____
Date Received:	_____

Tournament Application

This request does not confirm or guarantee usage until final approval is given and all criteria are met. Upon approval, a revised contract will be prepared. Additional fees may be incurred.

Organization Name: _____

Tournament Director Name: _____ Home Phone: _____ Cell Phone: _____

Email Address: _____

Alternate Contact Name: _____ Home Phone: _____ Cell Phone: _____

Email Address: _____

DATE(S) REQUESTED*: *Attach additional page, if needed.

ESTIMATED NUMBER OF PARTICIPANTS _____ ESTIMATED NUMBER OF ATTENDANCE _____

RENTAL TIME: ALL RENTAL TIME MUST BE CONSECUTIVE

Date _____

ARRIVAL: _____ a.m. / p.m. to _____ a.m. / p.m.

ACTIVITY TIME: _____ a.m. / p.m. to _____ a.m. / p.m.

DEPARTURE: _____ a.m. / p.m. to _____ a.m. / p.m.

Date _____

ARRIVAL: _____ a.m. / p.m. to _____ a.m. / p.m.

ACTIVITY TIME: _____ a.m. / p.m. to _____ a.m. / p.m.

DEPARTURE: _____ a.m. / p.m. to _____ a.m. / p.m.

Date _____

ARRIVAL: _____ a.m. / p.m. to _____ a.m. / p.m.

ACTIVITY TIME: _____ a.m. / p.m. to _____ a.m. / p.m.

DEPARTURE: _____ a.m. / p.m. to _____ a.m. / p.m.

Date _____

ARRIVAL: _____ a.m. / p.m. to _____ a.m. / p.m.

ACTIVITY TIME: _____ a.m. / p.m. to _____ a.m. / p.m.

DEPARTURE: _____ a.m. / p.m. to _____ a.m. / p.m.

Please Note: Fees are computed from arrival through departure at all fields. Fees will not be refunded for time or fields not used. Changes may be subject to additional charges.

Available Amenities * Some field usage restricted by concurrent use.

FACILITY	DESCRIPTION	SOFTBALL / BASEBALL	SOCCER
Sunset Park Athletic Complex 655 Sunset Road	6 Ball Fields / 4 Soccer Fields Lighted, daily until 11 p.m. Restrooms / Concession Stand	Ball Fields # 1-4: 50', 60', 65', 70' Ball Field # 5: 60', 65', 70', 80' Ball Field # 6: 65', 70', 80', 90'	4 fields at 50 x 80 yds (or) 4 fields at 65 x 100 yds (or) 2 fields at 70 x 110 yds

Rental Specifications

FACILITY

Sunset Park Athletic Complex

IF REQUESTING, PLEASE SPECIFY:

BALL FIELDS

FIELD # _____ FIELD # _____ FIELD # _____ FIELD # _____

- Base Distance _____
- Pitching Distance _____
* The City of Brentwood does not have portable pitching mounds. If you wish to furnish your own mounds, prior approval is required.
- Double First Base _____
- Game or Practice Prep* _____
* Please indicate which prep service you would like.
- Additional Game Prep/Time _____
- Special Field Marking (Commit Line etc.) _____
- Other _____

FIELD # _____ FIELD # _____

- Base Distance _____
- Pitching Distance _____
* The City of Brentwood does not have portable pitching mounds. If you wish to furnish your own mounds, prior approval is required.
- Double First Base _____
- Game or Practice Prep* _____
* Please indicate which prep service you would like.
- Additional Game Prep/Time _____
- Special Field Marking (Commit Line etc.) _____
- Other _____

FACILITY

Sunset Park Athletic Complex

SOCCER FIELDS

FIELD # _____ FIELD # _____ FIELD # _____ FIELD # _____

- Dimensions _____
- Goals _____
* If you wish to furnish your own goals, prior approval is required.
- Corner Flags _____
- Other _____

Tournament Cancellation Policy and Payment Schedule

_____ (initial)

Policy

If an event is cancelled, for reasons other than inclement weather, our tournament cancellation Policy is as follows;

- Ninety (90) days prior, full refund if event is cancelled, minus the application and cancellation fees.
- Sixty (60) days prior, 50% of the deposit will be refunded if event is cancelled, minus the application and cancellation fees.
- Less than thirty (30) days prior, NO refund if the event is cancelled.

Payment Schedule

Fourteen (14) days prior to event all fees are due. Lack of payment will result in event being cancelled and no refund.

Seven (7) business days prior to event tournament bracket is due.

All other billing adjustments will occur after event.

General Policies

_____ (initial)

- . The City of Brentwood reserves the right to deem appropriate usage of City facilities and to book activities before, during, and/or after your rental time.
- B. Fields are rented by permit only. Users should respect fellow renters which includes; not utilizing any field that has been prepped for another user, failing to leave a field when the permitted user arrives, or encroaching in any manner on permitted field/park areas.
- C. Depending upon the type of use and location of the facility, parking may be limited. Please be courteous of residents who live adjacent to neighborhood parks by not blocking driveways, leaving trash, or walking across lawns and/or through flowers and shrubs. Organizations should encourage carpooling and flexing game start times, whenever possible.
- D. Sales or the exchange of food/drink items and/or goods or services are not permitted at City facilities without prior written permission, permits and/or licenses, as applicable. This includes vendors, booths and teams/leagues/organizations. Sunset Park Athletic Complex has exclusive concession services.
- E. The charging of an admission or gate fee is not permitted without written permission. Charging a parking fee is not permitted.
- F. Advertising is not permitted on City property without prior written permission.
- G. The City reserves the right to reschedule or cancel any event at its sole discretion without liability, but subject to refunding all money deposited by the renter.
- H. The City reserves the right to require additional field prep/maintenance when use exceeds three (3) games on the same field.
- I. Field lights are required one-half hour prior to sunset and are booked in fifteen minute increments.
- J. Campers or trailers that cannot fit in a car-sized parking space may not park in a car parking space (BMC 7.02.150).
- K. No overnight camping in City parks (BMC 7.02.200 F).
- L. A Field Rental Application form must be completed in full and returned to the Parks and Recreation Department at 35 Oak Street, Brentwood, CA 94513. Payment for the rental deposit and non-refundable application fee must accompany the application for consideration or processing to begin.
- M. Once approved, a contract will be created reflecting the current fees for use requested. Renter must remit payment according to current policies, fees and charges as indicated on the contract. Payments can be made by credit/debit card, cash or check. Checks made payable to the City of Brentwood. Organizations remitting payment by check or credit/debit card must do so on the organizations imprinted checking account or credit/debit card. Failure to meet payment deadline will result in additional charges or cancellation.

Insurance and Indemnification

_____ (initial)

As a condition of use of City facilities, you must provide, at your sole expense, each of the following items:

Proof of Insurance comprised of a Certificate of Liability and an Additional Insured Endorsement of comprehensive general liability insurance. The original endorsement of comprehensive general liability insurance must be written by one or more responsible insurance companies licensed to do business in California. This coverage must:

- A. Name the City of Brentwood, its officials, officers, directors, employees, agents, and volunteers as additional insured against liability to persons, damages to property, and for the death of a person or persons arising or resulting from any act or omission on the part of your organization, its agents or employees.
- B. Include liability coverage for claims made by participants in your event. You are advised that any and all exclusions pertaining to athletic or recreational events must be disclosed in the endorsement, and failure to do so will not necessarily insulate your organization from individual liability for claims made as a result of the use of the facilities and your event.
- C. Be PRIMARY insurance with respect to the additional insured name above. Any other insurance available to the City of Brentwood, its officials, officers, directors, employees, agents, and volunteers shall be excess and noncontributing.
- D. Address to include: City of Brentwood, 150 City Park Way, Brentwood, CA 94513

The comprehensive general liability insurance policy limits of such insurance shall not be less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage.

You must provide the City with the endorsement 14 days prior to the start of your event. Each endorsement shall be subject to approval by the City of Brentwood.

Any deductible or self-insurance retention must be identified and approved by the City. In the event the deductible is deemed to be too great, the City may require you to have your insurer eliminate the deductible or reduce it.

You must satisfy these requirements by furnishing the City with certificates of insurance and original endorsements affecting the required coverage. The certificates and endorsements are to be on an ISO approved form. The City will NOT accept a certificate of insurance alone as proof of insurance coverage.

The original endorsement must specifically list the following:

“City of Brentwood, its officials, officers, directors, employees, agents, and volunteers are additional insured.”

“This insurance is primary with respect to the additional insured. Any other insurance available to the City of Brentwood, its officials, officials, officers, directors, employees, agents and volunteers, shall be excess and noncontributing.”

You are strongly urged to show this application (including the precise wording of these requirements) to your insurance agent or broker to ensure language is included, as required.

Applicant Disclaimer

By submitting this application, the Applicant understands that the City shall review the application under the procedures set forth in the Special Event section 7.02.020 of the Brentwood Municipal Code (B.M.C.). If the City approves the application, a contract shall be sent to the Applicant for signature.

I, as an official representative of the organization and/or event identified with this application, and whose name appears on this application as the contact for said event am authorized to sign this application and agree to its conditions. By signing below, I further verify that the information contained in this application is true and accurate to the best of my knowledge and that I have received and read Park Closure Policy (Policy No. 10-10) and the Sports Philosophy (Policy No. 10-14).

Applicant Signature

Applicant Name (Printed)

Date

Check ALL items associated with your event.

_____ (initial)

<input type="checkbox"/> Additional Equipment not provided by the City of Brentwood Parks and Recreation Department.		Describe all: _____ _____ Use and/or storage of additional equipment not provided by the City of Brentwood, must be disclosed to and coordinated with City of Brentwood staff. The City is not responsible for any equipment used or stored at City facilities. <u>All equipment must be removed after the rented time period.</u> City of Brentwood staff reserves the right to remove any such equipment at the cost of the Renter/User if improperly stored or left beyond the length of the contract.
<input type="checkbox"/> Tables/Chairs		Number you will bring onsite: <input type="checkbox"/> Tables _____ <input type="checkbox"/> Chairs _____
<input type="checkbox"/> Shade Tents/Canopies		Number you will bring onsite: <input type="checkbox"/> Shade Tents _____ <input type="checkbox"/> Canopies _____ List Size _____ Use and/or storage of shade structures must be disclosed to and coordinated with City of Brentwood staff. The City is not responsible for any structures used or stored at City facilities. <u>All structures must be removed after the rented time period.</u> City of Brentwood staff reserves the right to remove any such structures at the cost of the Renter/User if improperly stored or left beyond the length of the contract. Depending on the size listed, may require additional permits.
<input type="checkbox"/> Music/P.A. System		<input type="checkbox"/> P.A. System <input type="checkbox"/> Live Band <input type="checkbox"/> Disc Jockey <input type="checkbox"/> Other _____
<input type="checkbox"/> Vendors/Booths		Vendor/Booth Information Form required. Available at the City of Brentwood Parks and Recreation Department. Brentwood Municipal Code Section 7.02.215.
<input type="checkbox"/> Decorations/Banners/Advertising		Describe all: _____ _____ Decorations, Banners and Advertisement of any kind are not permitted on City property without prior written permission and placement coordination. Written request must accompany the application. Brentwood Municipal Code Section 7.02.210.
<input type="checkbox"/> Catered Food/Drink		Sunset Park Athletic Complex has exclusive concession services. Renters must provide written permission from the concessionaire to offer their own food/drink services. Concessionaire's permission statement and the name, address and phone number of the caterer must accompany the application.
<input type="checkbox"/> Food/Drink to be Sold		<ul style="list-style-type: none"> • Sunset Park Athletic Complex has exclusive concession services. Renters must provide written permission from the concessionaire to offer their own food/drink services. Concessionaire's permission statement must accompany the application. • Temporary Food Permit required from Contra Costa Health Services (925) 692-2500 or www.cocoeh.org. • City of Brentwood Business License required (925) 516-5400 or www.brentwoodca.gov
<input type="checkbox"/> Food/Drink to be Given Away		<ul style="list-style-type: none"> • Sunset Park Athletic Complex has exclusive concession services. Renters must provide written permission from the concessionaire to offer their own food/drink services. Concessionaire's permission statement must accompany the application. • Temporary Food Permit required from Contra Costa Health Services (925) 692-2500 or www.cocoeh.org.
<input type="checkbox"/> Charging for Parking		Charging a parking fee is not permitted.
<input type="checkbox"/> Charging for Admission or Gate		Renter must obtain written permission from the City of Brentwood Parks and Recreation Department Director.
<input type="checkbox"/> Use of Picnic Areas		Outdoor Picnic Application required. Available at the City of Brentwood Parks and Recreation Department.
<input type="checkbox"/> Jump House/Interactive Inflatable Devices.		Jump House Permit Application required. Available at the City of Brentwood Parks and Recreation Department. Brentwood Municipal Code Section 7.02.180.
<input type="checkbox"/> Other: Are there any additional activities associated with this event?		If yes, describe all: _____ _____ _____



Field Rental Fees
Effective October 1, 2016

ALL RENTALS: The application fee is non-refundable and due with the deposit at time of submission.
Fees are subject to change. Rental fees commence when gates opened/set-up time and conclude after gates closed/clean-up.

PROCESSING FEES

- \$51.00 Application Fee (non-refundable)
- \$30.75 Application Rush Fee (non-refundable), less than 30 days and in addition to the application fee
- \$30.75 Cancellation Fee
- \$85.00 Unpaid Rental Balance Late Fee
- \$61.00 Rental Contract Modification, post grace period of 5 business days
- \$122.00 Rental Contract Modification, less than 14 days prior to event
- \$50.00 Billing Processing Fee
- \$500.00 Field Deposit (refundable) for 50+ bookings, tournaments, camps and clinics

SUNSET PARK ATHLETIC COMPLEX	Brentwood Non-Profit*	Resident	Non-Resident	Commercial
Ball/Soccer Fields: First Field	\$18.00 hr	\$24.00 hr	\$26.50 hr	\$31.25 hr
Entire Facility (4 hour minimum): Includes supervisory staff but doesn't include lights, equipment, field preparation, additional staff, or additional trash services	\$210.00 hr	\$300.00 hr	\$330.00 hr	\$390.00 hr

*Brentwood Non-Profit Rate Requires Verification

GENERAL FIELD AMENITIES

- \$31.00 Ball Field Prep Services, per field
- \$18.50 Ball Field Prep without Lining, per field
- \$93.00 Soccer Field Lining Services, per field
- \$31.00 Soccer Field Lining Repaint, per field
- \$18.50 Soccer Field Prep Services, per field
- \$10.00 Balfour Guthrie Field/Soccer Overlay Lights, per hour
- \$7.75 Oak Meadow & Sunset Park Additional Field Rental, per hour
- \$10.00 Oak Meadow Ball Field Lights, per hour
- \$27.00 Oak Meadow Center Soccer Field Lights, per hour
- \$25.00 Sunset Ball Field Lights, per hour
- \$25.00 Sunset Fields #5 & #6 Overlay Lights, per hour
- \$31.00 Sunset Soccer Field Lights, per hour

OTHER FIELD SERVICES

ACTUAL COST

- Extra Mow, per field
- Solid Waste Garbage Service

HOURLY RATE PLUS BENEFITS

- Scorekeeper
- Part-time Staff

PAYMENTS:

Payments are accepted as cash, Visa, Master Card or Discover credit/debit cards or by check. Organizations remitting payment by check or credit/debit, must do so on the organization's imprinted checking account or credit/debit card only. No personal checks, credit or debit cards will be accepted from an organization.

TOURNAMENT CANCELLATION POLICY AND TIMELINE

If an event is cancelled, for reasons other than inclement weather, our tournament cancellation Policy is as follows;

- Ninety (90) days prior, full refund if event is cancelled, minus the application and cancellation fees.
- Sixty (60) days prior, 50% of the deposit will be refunded if event is cancelled, minus the application and cancellation fees.
- Less than thirty (30) days prior, NO refund if the event is cancelled.

Fourteen (14) days prior to event all fees are due. Lack of payment will result in event being cancelled and no refund.

Seven (7) business days prior to event tournament bracket is due.

All other billing adjustments will occur after event.



Parks and Recreation Department Activity Code of Conduct

A. GOAL AND DEFINITIONS

1. Goal - The goal of the City of Brentwood Parks and Recreation Department (the "Department") is to provide and promote recreational activities for persons interested in good conduct, fair play, and sportsmanship in a pleasant, safe and healthy environment. One objective in developing this Activity Code of Conduct ("Code of Conduct") is to enhance the enjoyment of the activity by the participants.

2. Definitions - For the purpose of the Code of Conduct, unless otherwise apparent from the context or defined elsewhere in the Code of Conduct, certain words and phrases used are defined as the following:

- **"Activity"** is defined as a specified form of action in the area of recreation. An Activity may include, but is not limited to, a class, program, sports league, special event, training, or meeting.
- **"Flagrant"** is defined as extreme or deliberate violation of rules and regulations and/or customary acceptable behavior.
- **"Instructor"** is defined as one who imparts knowledge or skill to another.
- **"Official"** is defined as an authorized authority who supervises the play of a sport or event.
- **"Parent"** is defined as mother, father, legal guardian, grandparent, aunt, uncle, brother, sister or anyone representing that child at an event.
- **"Participant"** is defined as one who takes part in an activity or program.
- **"Person of Authority"** is defined as any full or part-time City of Brentwood employee authorized to supervise and enforce City of Brentwood rules, regulations or codes as they pertain to a specific activity.
- **"Spectator"** is defined as an observer or on-looker of an activity.
- **"Volunteer"** is defined as an individual, coach, manager, team parent, umpire, referee, teacher, or other official who is giving their time and expertise, and acting in a non-paid capacity.

B. ACTIVITY CODE OF CONDUCT AS IT RELATES TO SPORTS - This Code of Conduct, as it relates to sports, will be in effect before, during and immediately after all City of Brentwood ("City") activities when on City controlled property. All activities held in Brentwood shall be conducted in compliance with the Brentwood Municipal Code ("BMC") and any rules and regulations ("R/R") specific to utilizing a particular facility/program. Violations of the Code of Conduct and R/R may result in penalties specified below. Violations of the BMC may also result in civil and/or criminal citations. Any flagrant violation of the Code of Conduct, the BMC and/or R/R may result in immediate expulsion from the class/program/facility. Further disciplinary action may be taken, and the participant/spectator may not be issued a refund. Any individual found in violation of the Activity Code of Conduct has the right to appeal through the City of Brentwood Parks and Recreation Department Appeal process.

Section 1 - Abusive Manner - NO PERSON SHALL:

- a) Refuse to abide by an official's/instructors/person of authority's decision(s).
- b) Be guilty of overt demonstration of dissent at an official's/instructors/person of authority's decision(s) by throwing sports gear or equipment or any other forceful action.
- c) Dispute with or disrespect an official/instructor/person of authority or publicly discuss with an activity participant or spectator, a decision reached by an official/instructor/person of authority in a derogatory or abusive manner.
- d) Verbally attack in an abusive manner any other person.
- e) Act in a disruptive manner.
- f) Use profane, obscene or vulgar language.
- g) Verbally, visually or physically harass any official/instructor/person of authority, volunteer, participant or spectator

PENALTY: 1st OFFENSE: Individual/team will receive a warning.

2nd OFFENSE: Individual/team shall be ejected from the activity; automatic suspension from the following game, match or meet, and an incident report filed with the lead supervisor.

3rd OFFENSE or FLAGRANT: Increased suspension of games, matches or meets or to a maximum penalty of expulsion from the Department's programs or use of facilities.

Section 2 - Rough Tactics - NO PERSON SHALL: Direct or use unnecessary rough tactics in the course of an activity against the body and person of another person.

PENALTY: 1st OFFENSE: Individual/team will receive a warning.

2nd OFFENSE: Individual/team shall be ejected from the activity; automatic suspension from the following game, match or meet, and an incident report filed with the lead supervisor.

3rd OFFENSE or FLAGRANT: Increased suspension of games, matches or meets or to a maximum penalty of expulsion from the Department's programs or use of facilities.

Section 3 - Aggression - NO PERSON SHALL: Attack or act in an aggressive manner towards another person; be a willing participant in a fight; or threaten another person with a physical attack.

PENALTY: 1st OFFENSE: Ejection from the activity; automatic suspension from the following game, match or meet, and an incident report filed with the lead supervisor.

2nd OFFENSE or FLAGRANT: Expulsion from the Department's programs or use of facilities, and/or criminal charges filed.

Section 4 - Alcohol or Gambling - NO PERSON SHALL:

- a) Appear upon the activity area at any time in an intoxicated condition or be allowed to consume alcoholic beverages while participating, watching, officiating/instructing, or volunteering during an activity. The presence and/or the consumption of any and all alcoholic beverages are prohibited at all City parks. See BMC Section 7.02.120.
- b) Gamble or place bets concerning the outcome of an activity with any spectator, volunteer, official/instructor/person of authority, or participant.

PENALTY: 1st OFFENSE: Ejection from the activity; automatic suspension from the following game, match or meet, and an incident report filed with the lead supervisor.

2nd OFFENSE or FLAGRANT: Expulsion from the Department's programs or use of facilities, and/or criminal charges filed.

Section 5 - Use of Tobacco Products - NO PERSON SHALL: During the course of an activity as a participant, spectator, volunteer, or official/instructor/person of authority; partake in smoking or chewing tobacco products.

PENALTY: 1st OFFENSE: Individual/team will receive a warning.

2nd OFFENSE: Individual/team shall be ejected from the activity; automatic suspension from the following game, match or meet, and an incident report filed with the lead supervisor.

3rd OFFENSE or FLAGRANT: Increased suspension of games, matches or meets or to a maximum penalty of expulsion from the Department's programs or use of facilities.

Section 6 - Suspended or Non-Rostered Participants - NO PERSON OF AUTHORITY/VOLUNTEER SHALL: Knowingly allow a suspended participant to participate in a game, match, meet, or activity during the participant's time of suspension in any manner (such as a player, coach or, scorekeeper); allow a non-rostered person to actively participate in a game, match, meet, or activity/program.

PENALTY: 1st OFFENSE: Any game, match or meet that a suspended or non-rostered person participates in will be forfeited, the rostered person will also be suspended from participation the next week and the coach/manager may be suspended from the following game, match or meet, as determined by the Department. A non-rostered-person is not considered a participant. The non-rostered person may not participate on, nor coach or manage any team for the remainder of the season.

2nd OFFENSE or FLAGRANT: Expulsion from the Department's programs or use of facilities.

Section 7 – Soliciting - NO PERSON SHALL: Use any park or facility for the purpose of conducting a commercial business without a vendor permit. See BMC Title 7, Chapter 7.02.080.

PENALTY: Violator will be asked to cease activity and/or leave the premises.

Section 8 - Violations -

8.1 All violations of the Code of Conduct, the BMC and/or R/R can result in a penalty, which may exceed the minimum penalty.

8.2 In case an incident arises that is not covered by Code of Conduct, and/or R/R, the lead supervisor will determine what action will be taken.

8.3 Multiple and/or flagrant violations of the Code of Conduct, the BMC and/or R/R by a team may result in a team suspension.

PENALTY 1st OFFENSE: The team, including all rostered players whether present or not during the violation, will be ejected, and suspended from the following game, match or meet, and an incident report filed with the lead Supervisor.

MAXIMUM PENALTY: All players on the team, including all rostered players whether present or not during the violation, are subject to expulsion from the Department's activities or use of facilities.

8.4 Any person ejected from an activity must leave the facility immediately; the person must remove himself/herself out of sight and sound of the official/instructor/person of authority.

PENALTY: Failure to abide by Section 8.4 will result in a minimum two (2) game, match or meet suspension.

By signing this, I hereby acknowledge that I have read, understand, and will abide by the Activity Code of Conduct.

Participant Signature _____ Date _____

Print Participant Name _____ Team/Organization Name (if applicable) _____