

Purpose:

The purpose of this policy is to establish guidelines for reservation of park picnic shelters.

Application Process:

1. Prepayment of all applicable fees must be made (14) business days prior to the requested reservation date.
2. Fees are due upon request if the reservation is requested less than fourteen (14) business days prior to the reservation. Reservations cannot be made less than five (5) business days prior to the scheduled date.
3. Reservations are not approved until all fees are paid.
4. Pending requests will be canceled fourteen (14) business days after the request is made if not paid in full.
5. Non-Water inflatables/bounce houses, as well as pony parties, petting zoos and game trucks, are allowed in designated areas by permit only (permit processing fee is \$25). Proof of insurance is required. See Exhibit "A" for insurance requirements. Water inflatables are not allowed.
6. All processing fees are non-refundable.
7. Maximum occupancy for picnic shelter reservations is fifty (50) people per small shelter and one hundred (100) people per large shelter. All items must be carried on to the park and not dragged on the grass. Groups over 50 people (50) for a small shelter and over one hundred (100) people for a large shelter and those requiring food catering services will require a Special Events permit.
8. JCSD must be notified of any changes to the facility reservation no later than five (5) business days prior to the scheduled reservation.

Conditions of Use:

1. Approved permits must be available for immediate inspection for the duration of use.
2. Usage must be compatible with the established purpose of the reservation and may not be used for business or monetary gain that results from the exchange of money or events that conflict with JCSD Parks and Recreation Department programs. No advertisements, petitions, or solicitations are allowed.
3. Applicant shall be held responsible for the costs of restoring property to its original condition if the reservations results in damage to park property including, but not limited to, damage to landscaping, buildings, parking lot, athletic fields, bleachers, etc.
4. The following applies to the use of canopies with a picnic shelter reservation:
 - a. A maximum of two (2) 10' X 10' canopies and extra tables and chairs within the canopy(ies); or
 - b. One (1) 10' X 10' canopy and extra tables and chairs within the canopy and one (1) inflatable/bounce house.
 - c. Canopies must be located adjacent to the picnic shelter facilities.
 - d. Pony parties and petting zoos are allowed at Riverwalk Park only in designated area.
5. Litter, trash, and debris shall not be allowed to accumulate, and the applicant will ensure that the reserved area is free from such matter before leaving the premises.
6. Applicant that repeatedly fails to act in a responsible manner in the use of the picnic shelter will be denied further use of the park facilities. These acts include fighting, profanity, destruction of property, unauthorized usage, etc.
7. Applicant is responsible that all posted General Park Usage Policy and current Park Ordinance are followed which includes:
 - a. Amplified sound is expressly prohibited without the advanced written notice from JCSD.
 - b. Shall not affix signage to any portion of the facilities including, but not limited to, trees, signposts, backstops, etc.
 - c. No one shall interfere with permitted use of other reserved facilities.
 - d. Alcoholic beverages including beer and wine or illegal drugs are expressly prohibited.
 - e. Glass containers are expressly prohibited.
 - f. Smoking is expressly prohibited within 100' of any playground, athletic field, and skate park. The term "smoking" includes use of inhalable products, whether made inhalable by burning, vaporizing, or other means which includes cigarettes, e-cigarettes, cigar pipes, or vaporizers.
 - g. Skateboarding, cycling and/or rollerblading are expressly prohibited outside of those areas specifically designated for such use.
 - h. Noisemakers of any kind are expressly prohibited.
8. Any costs incurred due to extraordinary law enforcement responses will be assessed by the applicant.
9. It is the responsibility of the applicant to make accommodations for their guests with special needs.

10. NO automobiles or motorized bikes of any kind are allowed on facilities outside of marked parking stalls. All unloading and loading must be done from parking stalls or properly marked loading curbs.
11. Picnic shelter reservation permits include the use of existing tables, structure, BBQ, electrical outlets (where applicable), and trash cans within the picnic shelter location. Absolutely no caution tape and boundary lines shall be constructed. Picnic shelter reservation permits do not give you exclusive rights to the entire park including, but not limited to, athletic field space, water play features, open grass areas, concession buildings, skate parks, play structures, etc. Additional areas within the park and athletic field space can be reserved through the Special Events or Athletic Field Rental process.
12. Approved permits do not guarantee parking will be available. All parking spaces are on a first-come, first-served basis for all park visitors. We do not allow spaces to be held or saved.
13. Applicant is responsible for protecting the safety of participants and the resources for which they are permitted to use. Applicant agrees to employ the "reasonable" standard in determining whether to utilize facilities that may be affected by weather or other adverse conditions.

Decoration Policy:

1. Streamers are permitted but must be hung by tape. Pushpins, thumbtacks, staples, nails or any other materials which would cause permanent damage to the shelters are not permitted. Applicant must remove all adhesive from the picnic shelter walls and/or ceiling prior to leaving the park.
2. Fountains and/or buckets, tubs or pools of water are not approved for use. Coolers filled with ice are approved.
3. Glitter, paper, confetti, or any other small items in any form are not allowed.
4. Piñatas are not permitted.
5. Decorations cannot impede traffic flow nor obstruct entrances or exits.
6. Decorations must meet fire code.
7. Straw, hay, or other similar products are not permitted.
8. Helium balloons must be tied to balloon weights or securely attached to free-standing decorations. Sand weights are not allowed. No kite flying, metallic balloons, or helium balloons allowed at American Heroes Park.
9. No single decoration can exceed 4 sq. ft. in overall area.
10. Decorations must be done within the scheduled use time, and all decorations must be removed immediately following the event.

Cancellation Policy:

1. Reservations cancelled at least 20 business days prior to the reserved date will receive a full refund of the security deposit and rental fees.
2. Reservations cancelled between 14 and 20 business days prior to the reserved date will receive a full refund of the security deposit and 75% of the rental fees.
3. Reservations cancelled within 14 business days of the reserved date will receive a full refund of the security deposit and will forfeit all rental fees.
4. Processing fees are non-refundable.

Facility Closure:

1. It is the responsibility of the applicant to adhere to JCSD's policies to ensure that facilities will not be used in a manner that doing so would be reasonably considered unsafe to participants and/or damaging to the facilities. Applicant will be responsible for the cost of repairs of damage caused due to a violation of this policy.
2. JCSD reserves the right to close park facilities without question to protect applicant from unsafe conditions, potential damage to, or misuse of, facilities.
3. In the case of a facility closure, applicant will be refunded the full amount of the security deposit and rental fees.

EXHIBIT "A"

DISTRICT INSURANCE REQUIREMENTS

Applicant shall procure and maintain for the entire duration of its use of JCSD Facilities insurance against claims for injuries to personal or damages to property which may arise from or in connection with its use of the Facilities by the applicant, Applicant's agents, representatives, employees or subcontractors. Applicant shall obtain and furnish to JCSD proof of coverage as to each type of insurance required prior to utilizing the Facilities.

1. Minimum Scope of Insurance. Applicant shall procure and maintain throughout the term of its use of the Facilities, at its sole cost and expense, the following types of insurance: A comprehensive general liability and property damage insurance policy that insures against all claims for death and injuries to persons and damages to property which may arise from or in connection with its use of the JCSD Facilities, or from any action taken in connection therewith, regardless of whether such actions are taken by the Applicant or JCSD, or any of its directors, officers, employees, agents, volunteers, participants, invitees, or any person directly or indirectly employed by any of them.

2. Minimum Limits of Insurance. Coverage shall provide limits no less than \$1,000,000.00 General Liability per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to its use of JCSD Facilities or the general aggregate limit shall be twice the required occurrence limit.

3. Insurance Endorsements. The Insurance Policies shall contain the following provisions or the Applicant shall provide endorsements to add the following provisions to the Insurance Policies:

3.1 General Liability. The general liability policy shall be endorsed to state that: (A) JCSD and its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to Applicant's use of JCSD's Facilities; and (B) the insurance coverage shall be primary insurance as respects JCSD and its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the applicant's scheduled underlying coverage. Any insurance or self-insurance maintained by JCSD or its directors, officials, officers, employees and agents shall be excess of the applicant's insurance and shall not be called upon to contribute with it in any way.

3.2 All Coverages. Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, reduced or cancelled except after thirty (30) days' prior written notice by first class mail has been given to JCSD. Applicant shall also provide the JCSD with thirty (30) days' notice of its intent to cease using JCSD's Facilities.

3.3 Separation of Insureds; No Special Limitations. The Insurance Policies required herein shall contain standard separation of insured provisions. In addition, such Insurance Policies shall not contain any special limitations on the scope of protection afforded to JCSD or its directors, officials, officers, employees and agents.

3.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, licensed to do business in California, and satisfactory to JCSD. Any deductible under the Insurance Policies issued shall be the responsibility of, and paid by, the Applicant.

3.5 Verification of Coverage. JCSD shall have the right of reasonable approval over any Insurance Policy obtained by the applicant. The applicant shall furnish JCSD with original certificates of insurance and endorsements effecting coverage required herein. The certificates and endorsements for each policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. JCSD reserves the right to require complete, certified copies of the required Insurance Policies at any time. JCSD may at any time review the insurance coverage obtained by the applicant, the coverage limits, the provider, or the form of the policy and may require that alternate or modified coverage be obtained if, in JCSD's prudent business judgment, the policy is insufficient to provide adequate protection against the kind and extent of risk that is foreseeable for the use of JCSD Facilities.

3.6 Miscellaneous Provisions. If applicant fails to comply with the insurance requirements herein at any time, JCSD has the right, but not the duty, to purchase such coverage and charge the premium to Applicant who must promptly pay said premiums. Applicant agrees to be personally responsible for all losses not covered by insurance whether by reason of coverage being inapplicable or by applicant's failure to obtain coverage. Failure to maintain insurance may be grounds to immediately terminate applicant's use of JCSD's Facilities.