



Rental Application

City of Ripon Parks & Recreation Department

259 N. Wilma Avenue, Ripon, CA 95366

Phone (209) 599-2108

www.cityofripon.org

OFFICE USE ONLY	
Amount Paid: \$	_____
Date:	_____
<input type="checkbox"/> Check #	_____
<input type="checkbox"/> Cash	<input type="checkbox"/> Credit Card

<h3>Mistlin Sports Park Amphitheater Rental Application 2021</h3>

Organization	
Contact Person	Email
Telephone (Day)	(Evening)
Address	
Type of Event	

Date(s)	Time(s)
Date(s)	Time(s)
Date(s)	Time(s)

Classification of Use: The Ripon Parks and Recreation Department fee structure for neighborhood or community parks will be based on the classification of the user/renter. Any organized activity must have prior approval to utilize any city park or facility per the Ripon Municipal Code Section 9.23.050. A cleaning/security deposit is required which will be refunded if all park rules are followed and the facility is left in good condition. All trash must be picked up and all trash cans must be emptied into trash bins. If park rules are broken, the facility is damaged or left a mess, or if the police department has to be called out, the deposit will be forfeited. Current concession policies and other park rules will be enforced.

Classification Definition

Class A: Local churches, schools, or other non-profit organizations or groups that reside or operate within the City of Ripon boundaries (i.e. Ripon address). Local organizations must provide rosters of players with at least 75% of the participants currently residing in the City of Ripon in order to be considered for Class A fees.

Class B: Non-resident churches, schools, organizations, groups, or teams.

Fees:	Class A	Class B
Cleaning/Security Deposit	\$500.00	\$500.00
Amphitheater Rental – Saturday, Sunday, Holiday (all day 8-12 hours)	\$800.00	\$1,000.00
Amphitheater Rental – Monday –Friday (4 hours)	\$200.00	\$240.00

The Parks and Recreation Department may trade facility/field use or in kind services if it is deemed to be in the best interest of the City of Ripon. The amphitheater rented must be left in the same or better condition than before it was rented with all trash picked up or the cleaning/security deposit will be forfeited.

CONTROL OF THE PREMISES: The Parks and Recreation Director or Chief of Police and/or their representatives shall have the right to enter the facility or any part thereof at all times during the period covered by the lease contract and may cancel the rental lease at any time for the protection of life and property and to ensure respectable use of the park facility and its surroundings.

IMPORTANT: By copy of this application I am fully aware and will advise all parties using City premises that the City of Ripon does not carry medical insurance or accident insurance coverage for player, participant, spectators or others in its rental facilities or programs.

COVID-19 ASSUMPTION OF RISK AND WAIVER OF LIABILITY: By signing this agreement, I acknowledge the contagious nature of COVID-19 and other communicable diseases and voluntarily assume the risk that I may be exposed to, or infected with COVID-19 by participating in any activity or event at the Mistlin Sports Park or any other City of Ripon Park or Facility, and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to, or infected with COVID-19 at any City of Ripon Park or Facility may result from the actions, omissions or negligence of myself and others, including, but not limited to, City of Ripon employees, volunteers and program participants and their families.

INDEMNITY/HOLD HARMLESS AGREEMENT: Undersigned shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers (City "indemnitees") from and against any and all causes of action, claims, liabilities, obligations, judgements, or damages, including reasonable legal counsel's fees and costs of litigation ("claims"), arising out of the Applicant's performance of its obligations under this agreement or out of the operations conducted by the applicant, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit or other adversarial proceeding arising from the Applicant's performance of this agreement, the Applicant shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their cost of defense, including reasonable legal counsel's fees, incurred in defense of such claims. The Applicant shall assume all responsibility for any illness including COVID-19 and any injuries including death or other disability to participants and others arising from, occurring or resulting from this use.

PUBLIC LIABILITY/PROPERTY DAMAGE INSURANCE: Any individual, organization, group, or team must provide a one million dollar (\$1,000,000) insurance rider listing the City of Ripon and its officers, officials, employees, and agents as additional insured. I understand that it is my responsibility to provide the City with the required liability insurance a minimum of 72 hours prior to any scheduled use _____ (Initial)

ALCOHOLIC BEVERAGES PROHIBITED IN ALL CITY OF RIPON PARKS: I have received a copy of Park Rules and Regulations _____ (Initial)

I, the undersigned, hereby certify I have received and understand the Rental Application rules and policies and agree they are made a part of this agreement by reference and I will abide by the same. In addition, I understand all functions conducted on City property must abide by the Ripon Municipal Code.

Authorized Signature: _____ **Date:** _____

The City of Ripon grants to the above named applicant/organization permission to use the facility listed on this form subject to all required conditions being met.

Recreation Director's Approval: _____ **Date:** _____