

PICKLEBALL / TENNIS COURT USE REQUEST



DATE OF APPLICATION: _____

FACILITY LOCATION _____

RENTAL DATE(S) _____ DAY(S) OF THE WEEK _____

RENTAL TIME: _____ AM/PM TO _____ AM/PM EVENT TIME: _____ AM/PM TO _____ AM/PM TOTAL HOURS: _____

*RENTAL HOURS MUST INCLUDE ALL TIME NEEDED FOR SETUP, EVENT, AND CLEANUP

EVENT TYPE: _____ TOTAL EXPECTED ATTENDANCE: _____

APPLICANT / RENTER INFORMATION:

Type (Company) (Organization) (League) (Individual) Name: _____			
Representative or Contact Person: _____		Tel: _____	
Street Address: _____		City: _____	State: _____ Zip: _____
Bus. Tel: _____	Cell Tel: _____	Home Tel: _____	
Email: _____			

AGREEMENT AND RELEASE OF LIABILITY

My online registration certifies that I have read the rules and regulations as set forth by the CITY and that I will take full responsibility for ensuring that the use of this facility and areas by the organization/party I represent is in full adherence and compliance with these rules and regulations.

Indemnification

RENTER shall indemnify, defend and hold harmless the City, its officers, agents and employees from any and all claims, demands, liability, expenses (including costs and reasonable attorney's fees), damages, lawsuits or other actions, including, but not limited to, personal injury or death or property damage, arising out of or in any way connected with the acts or omissions of Renter, its contractors, licensees, agents, servants or employees, or arising from any accidents, injury or damage whatsoever caused to any person or property occurring in, on or about the City's property. RENTER shall defend the City of Richmond from and against all claims, demands, causes of action, lawsuits, proceedings, liabilities, losses, damages, expense costs (including attorneys' fees and expert witness fees), judgments, penalties, and liens of every nature (collectively, "Liability") resulting from injury to or death of any person or damage to property of any kind, which arises out of or is in any way connected to the use of this facility by me, the organization/party that I represent, or any other person during the period in which I and the organization/party that I represent are entitled to use or actually using the facility, except to the extent that any Liability is caused by the negligence or intentional acts of the City of Richmond.

Waiver

In consideration of the issuance of this permit, the applicant intending to be legally bound, RENTER for itself, its heirs, executors and administrators, waives, releases and forever discharges any and all rights and claims for any and all damages which permit holder may have or which may hereafter accrue to it against the City of Richmond, its employees, and agents, from use of the City's property.

ACKNOWLEDGED BY: _____ DATE: _____

(Your signature confirms acceptance of the City of Richmond Policies to reserve the courts. Keep a copy for your file and return entire page)

GENERAL RULES

1. RENTERS must be 18 years of age or older.
2. Rentals are accepted on a first come, first served basis. The CITY reserves the right to book additional programs before and after rentals.
3. RENTERS or designated person(s) in charge must be present for the entire duration of the rental.
4. Rental includes specific court reserved and paid for only. Fields, other courts within the park, Picnic
5. Tables, BBQ Areas and other sites are not included in the rental and must be reserved separately. Nearby Picnic Areas and Fields may be rented by other parties at the same time as your rental. All parks are open for use by the public. RENTER understands they do not get exclusive access to the park or restrooms.
6. Use of the site, including all preparation, set-up time, and clean up afterwards, is limited to actual permit time.
7. Court reservations will not be permitted to individuals, groups, associations, clubs, or organizations desiring such use for "private gain", for which term is defined and herein to mean use for the principal purpose of making a profit not pledged to be devoted to public uses.
8. The CITY is not responsible for damage or theft of items brought and/or left by the RENTER.
9. RENTER is responsible for any and all accidents or injuries to persons or property resulting from use of facility and must control and supervise guests in attendance to see that no damage is done, and everyone conducts themselves in an orderly manner.
10. The CITY will not be responsible for the interruption to an event that cannot be reasonably anticipated (including but not limited to acts of God, undesirable weather, park closures, strikes, failure of carrier or utilities, or any other cause or damage that is reasonably beyond its control).
11. The CITY reserves the right to close a park or facility due to unsafe conditions or inclement weather. The CITY will make every effort to inform RENTER of any closures.
12. The RENTER may not confer any of its rights, duties, or privileges under this agreement on any third party.
13. The CITY reserves the right to cancel a scheduled event without refund if RENTER does not meet contractual terms or falsely represents any information regarding the use of space, even in application.
14. The Recreation Division may offer instructional clinics, classes, camps, tournaments, league and special events, at which times courts will be unavailable for reservations. The Recreation Division programs receive priority in court scheduling. Conflicting reservations may be subject to cancellation with full refund or rescheduling.
15. The CITY reserves the right to photograph rentals and guests for potential use in advertising. All photos will remain the property of the City of Richmond.
16. Use of intoxicating liquors and illegal substances are prohibited at any city park.
17. The RENTER agrees that activities, including the use of amplified sound equipment, are subject to limitations and permitting requirements of the City of Richmond Municipal Code 7.64.
18. Charging admission, selling tickets, requesting donations, or soliciting money in any manner is prohibited.
19. The RENTER'S publicity must not appear as if the CITY or the Recreation Division is co-sponsoring the activity.
20. Failure of the CITY to insist on strict performance of the permit terms shall not constitute a waiver of any of its provisions.
21. If the conduct of the RENTER, its employees, agents or invitees results in any disturbance of the peace and/or requires a response from the City public safety personnel, the CITY reserves the right to require the RENTER, its employees, agents and/or invitees to immediately vacate the premises and to charge the RENTER for any expenses incurred.
22. The RENTER shall be personally responsible for all damages to City buildings, property and grounds and shall be responsible for reimbursing the City for any loss, damage, maintenance, or repair required.