

## OUTDOOR FACILITIES RULES OF USE

### GENERAL GUIDELINES AND CONDITIONS

- Please bring your receipt/permit with you on the day of your event. The document shall serve as a group use permit pursuant to Articles 11-05 and 11-10 of the Municipal Code.
- Outdoor facilities are open to the public. Group reservations are allowed for the picnic area or amenities only, and does not imply, intend, or mean exclusive use of the park.
- A reservation will secure the picnic area only, which includes picnic tables and benches. El Quito, Azule, Gardner, and Wildwood Park picnic reservations include BBQ's.
- NO personal BBQ's are allowed in the park. Fires are restricted to BBQ pit provided at the picnic area.
- Food Trucks are NOT allowed
- Jumpy Houses are NOT allowed
- When reserving Volleyball Courts, Horseshoe Pits, Tennis, Pickleball, Bocce Ball or Petanque Courts, you must supply your own equipment.
- Dog owners are responsible for the maintenance of their dog while in the park, and to keep the dog on a leash.
- No amplified sound will be allowed.
- Motorized vehicles are NOT allowed in the park.
- Please leave the rented area clean with all trash placed in receptacles provided. It is advisable to bring additional trash bags to compensate for excess trash.
- The sale of any food, drink, merchandise, or services of any kind, or advertisement of the same, in any facility or area is prohibited without authorization from LGS Recreation or the City of Saratoga.
- Classes, clinics, camps, tournaments, leagues, private/group lessons, drop-in play are NOT permitted without permitted authorization from LGS Recreation. Law enforcement will be notified for unlawful use of facility space.
- Renters must comply with all applicable LGS Recreation policies and procedures.
- Set-up and tear down are the responsibility of the renter.
- User shall maintain safe exit pathways at all times in the facility.
- Renter shall observe, obey and comply with all applicable City, County, State and Federal laws.
- Users shall not: (1) use, remove, reposition, replace, move, or otherwise disturb any LGS Recreation or City of Saratoga equipment or property; (2) make any physical changes to the facilities, buildings, or grounds on LGS Recreation/City of Saratoga facilities without authorization.
- The Rental and all its equipment and furnishings shall be properly respected. Renter shall leave facilities in the same condition received. There should be no garbage, litter, alcohol containers, or breakage of equipment. The use of nails, staples, screws, etc. on , tables or other equipment is not permitted.
- No storage of materials (banners, rental dishes, decorations, chairs, etc.) at Rental location is permitted without prior approval.
- While using the Rental, Renter shall report all maintenance problems (burnt-out light bulbs, faulty bathroom sinks, toilets, poor field conditions, damaged play equipment, etc.) to LGS Recreation. Upon request, LGS Recreation shall arrange for maintenance and repair work to the extent that staff or services is available.

- Renters shall not tamper with or adjust any security, fire protection equipment,
- The use of illegal drugs, and carrying of firearms (except by law enforcement) are strictly prohibited.
- Renters must remove any materials and items brought into the facility and must make reasonable efforts to clean areas used or return them to their pre-use condition.
- Renters will keep all equipment/supplies in agreed upon location when not using facilities.
- Renters will not sublease the facilities or allow any use other than that for which the rental was approved.
- Renter shall not allow play on tables or other furniture.
- Renters shall not train or exhibit animals, except as part of an LGS Recreation approved curriculum.
- All renters must provide reasonable supervision and shall be financially liable for all damage to facilities resulting from their use.
- Renters will be responsible for any and all damages to or theft of LGS Recreation/City of Saratoga property and shall reimburse LGS Recreation in an amount determined by LGS Recreation in accordance with established accounting principles. Failure to reimburse LGS Recreation shall disqualify the renter from any further use of LGS Recreation/City of Saratoga facilities.
- Renters shall be responsible for supervising the conduct and control of all patrons and participants and shall ensure that all applicable laws and LGS Recreation policies and procedures are strictly obeyed.
- Renters of LGS Recreation facilities must take responsibility for safety when dangerous lightning weather conditions are present. Renters of outdoor LGS Recreation facilities (fields, pools, courts, playground areas, patios, etc.) must cease activities, vacate the area, and take appropriate safe shelter in available buildings and/or vehicles if (1) lightning is seen, (2) thunder is heard, (3) or if notified by LGS Recreation and their facility partners. In the event that lightning was seen or thunder was heard, renters may resume outdoor activities on LGS Recreation facilities only after the dangerous weather conditions have cleared the area.
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#### **PARK FACILITY RESERVATIONS-ORDINANCE 11-10.005**

- Designated picnic areas, fireplaces, barbecues, tables, spaces and other facilities in City parks may be made available for the temporary exclusive use of up to one hundred persons for any use other than sports or games upon the issuance of a reservation therefore by the Director in accord with the following provisions:
  - The reservation must be issued to an adult who agrees in writing to be responsible for the activities or the person(s) using the reservation during the entire period of exclusive use.
  - The Director shall have the authority to limit the size of the group to a number less than the maximum specified above taking into consideration the capacity of the park area and amenities being reserved.

#### **FACILITY USE VIOLATIONS**

- Unauthorized use of the outdoor facility by a user may result in a penalty as determined by LGS Recreation or the City of Saratoga.
- In addition, user shall compensate the City of Saratoga for the actual costs of correcting any damage to the outdoor facility due to the unauthorized use. If payment is not made within ten (10) days of user's receipt of City's request for payment, the City of Saratoga or LGS Recreation may suspend user's ability to use Sports Field until such time as payment is made.

- **SMOKING AND TOBACCO POLICY**
- Smoking or using a tobacco product is prohibited anywhere in a recreational area or in any parking area.

#### **CONDITION OF PERMIT-ORDINANCE 11-10.040**

- In authorizing any outdoor facility use or group use, the City of Saratoga or LGS Recreation may impose any conditions deemed necessary or appropriate to protect the public health, safety or welfare, including, without limitation, any or all of the following:
  - Restrictions on the requested use or uses set forth in the application.
  - Restriction on the hours within which the use or activity may be conducted.
  - A requirement that the applicant provide, at the applicant's own cost and expense, a park attendant to help maintain the condition and operations of the park and professional crowd-control monitors, such as sheriff's deputies or private licensed patrolmen, in such numbers as the City of Saratoga reasonably anticipates may be necessary under all the circumstances.
  - A requirement that the applicant provide, at the applicant's own cost and expense, restroom facilities sufficient to serve the expected number of persons attending the event that is the subject of the permit.
  - A clean-up and damage deposit may be required prior to issuance of any group use permit, in such amount as indicated by LGS Recreation or City of Saratoga, but no less than fifty dollars, guaranteeing not only that the permittee will leave the park premises in a clean and orderly condition upon termination of the use, but also the repair of all damages and replacing of any park equipment or plantings removed or destroyed by permittee or any of the members or guests of the group or entity using the facilities under such permit.

#### **RESERVATION TERMS AND CONDITIONS**

- LGS Recreation reserves the right to reschedule, relocate, or deny a request previously approved in the event of an emergency, or if facility space is needed for other purposes. The applicant will be given as much advance notice as possible if this is necessary.
- Renter may only exceed their reservation time limit if facility availability permits it. Renter shall pay for additional time at the rate applicable to the place and time of use.

#### **ALCOHOL POLICY**

- Beer and wine is allowed, but no hard liquor is permitted in City of Saratoga Parks. Beer and wine bottles should be removed from the park at the conclusion of the rental. Please plan to bring extra trash bags to transport.

#### **CANCELLATION POLICY**

- All outdoor use authorizations are non-refundable
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