



**Application for Use: Adult Softball Complex**  
City of Pleasanton Library and Recreation Department  
Mailing Address P.O. Box 520, Pleasanton, CA 94566 Phone: (925) 931-3437

Applicant Name: \_\_\_\_\_ Organization Name: \_\_\_\_\_  
Applicant Phone: \_\_\_\_\_ Organization Phone: \_\_\_\_\_  
Applicant Email: \_\_\_\_\_ Organization Website: \_\_\_\_\_  
Applicant Address: \_\_\_\_\_ Organization Address: \_\_\_\_\_  
Estimated Number of Participants: \_\_\_\_\_ What percent of group are Pleasanton residents? \_\_\_\_\_

Brief Explanation of Sport/Activity and Equipment List (i.e. games, practices, clinics, vendors, amplified sound, tents, etc.):

Dates (actual dates of use may vary from dates requested – Indicate Age Group: Youth, Adult, Seniors):

Times (actual times of use may vary from times requested):

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### Insurance/Deposit

- \_\_\_\_\_ User shall provide the City with a copy of a valid City of Pleasanton Business License (if applicable) and Certificate of Insurance (for a general liability coverage of at least \$2 million per occurrence) listing the City of Pleasanton as an additionally insured. User shall be responsible for ensuring the business license and insurance policy are valid and up to date for any use of City facilities.
- \_\_\_\_\_ User shall submit a \$1,000 deposit. User must have a \$1,000 deposit for each weekend tournament. The initial deposit may be rolled over from event to event.

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### Conditions of Use

(Initial Each Sections)

- \_\_\_\_\_ User shall provide the City with a copy of a valid City of Pleasanton Business License (if applicable) and Certificate of Insurance (two million, general liability per occurrence) listing the City of Pleasanton as additionally insured. User shall be responsible for ensuring the business license and insurance policy are valid and up to date for any use of City facilities.
- \_\_\_\_\_ Field rental charges will begin at the time of field prep. User is only permitted to utilize fields that have been authorized. Subleasing the fields in any manner is prohibited.
- \_\_\_\_\_ User is responsible for monitoring their own start and end times – User may not enter the facility before 5 a.m. Games cannot start earlier than 8 a.m. and the last game may not begin later than 9 p.m.
- \_\_\_\_\_ Field rental charges will begin at the time of field prep. User is only permitted to utilize fields that have been authorized.
- \_\_\_\_\_ No alcoholic beverages and smoking (including e-cigarettes) are allowed inside City parks, including the softball complex and parking lots. User is responsible for promptly addressing conduct issues with all players and spectators. If user fails to address and correct player and/or spectator conduct, a \$250 penalty fee may be assessed and subject to forfeit future uses.
- \_\_\_\_\_ User is responsible for monitoring garbage flow inside the Softball Complex, including restrooms and surrounding parking lots, at all times.. Failure to monitor garbage flow may result in a \$250 penalty fee and subject to forfeit future uses. User must provide trash can liners.
- \_\_\_\_\_ User is responsible for paying City Contractor to have bathrooms restocked and cleaned during use.
- \_\_\_\_\_ Permission from the Director of Library and Recreation or their designee is required when charging an entry/donation fee. User must disclose on supplemental information sheet. Failure to disclose may result in a \$250 penalty fee.
- \_\_\_\_\_ User is responsible for providing User's own combination locks which will be linked to the City's lock so they City maintains access at all times. In addition, user will ensure all complex gates are properly closed and locked at the conclusion of each day.
- \_\_\_\_\_ User is responsible for all field prep including water, drag, chalk, bases and pitching rubber set at desired distance. All field prep must be completed, and equipment put away before the public may enter facility. Field prep will occur Saturday morning (5 - 7 a.m.) and Saturday night (10 p.m. – 12 a.m.). The use of City vehicles and equipment is not permitted. Any damage caused by the user during field prep may result in a \$250 penalty.

The Ken Mercer Sports Park is irrigated with reclaimed water. Therefore, the User's field prep crew must be trained on how to use reclaimed water. Only trained staff may handle reclaimed water.

User must water fields before doing any kind of prep. Should a dust cloud form from dragging a field, dragging must immediately cease and more water must be put down on the field.

Approval is required for the use of vehicles (gator, golfcart, etc.) from the Director of Library and Recreation or their designee. User must disclose vehicles on supplemental information sheet. Failure to disclose may result in a \$250 penalty.

User is responsible for monitoring their own start and end times. Games cannot start earlier than 8 a.m. and begin later than 9 p.m. A \$250 penalty fee per field may be charged, should the user exceed their allotted time.

Subleasing the fields in any manner is prohibited. Any weekend(s) the user cannot use, must inform the City immediately.

City is not responsible for any items that may have been lost or stolen during the event.

City staff has final decision on all matters regarding facility and field use. Failure to abide by these Conditions of Use may result in penalty fees, cancellation of rental agreement and future uses.

If additional vendors are present, a promoter's license is required. In addition, a vendor site map will be required indicating specific locations of vendors and all other equipment. The City has final decision on specific locations of equipment and overall layout. For additional information regarding a promoter's business license, contact the City's Business Licensing Division at (925) 931-5440. Failure to disclose vendors may result in a \$250 penalty fee and subject to forfeit future uses.

User shall submit a \$1000 deposit. User must have a \$1000 deposit for each weekend tournament. The initial deposit may be rolled over from event to event.

The user shall remain on-site until all participants have left the softball complex. Should the user leave the premise for any reason, they must designate a "person in-charge (PIC)." The PIC will assume all responsibility. Failure to have a PIC may result in a \$250 penalty.

Game Schedules, Supplemental Information Sheet, and all other applicable documents must be submitted in one comprehensive email by noon at least three days prior to the event start date.

Selling food/drinks is not permitted.

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## Miscellaneous

If field status is open and weather conditions change, on weekends, or after 2 p.m. on weekdays, it shall be User's responsibility to use discretion and determine field conditions, playability, and player safety. It is in the User's best interest to take a conservative approach to field use during periods of inclement weather. Damage from one practice or game on unfavorable field conditions could take that field out of use for several weeks, months, or until the end of the season depending on time of year.

To preserve the life and conditions of the fields, users shall not play in wet conditions

- Baseball/Softball Natural Grass – Dirt Infields
  - Infields shall be deemed unsafe and unplayable when any of the following conditions are present:
    - Heavy rains that cause the field to become muddy and or slippery
    - Standing water (puddles) within the base path and or batter's box
    - When stepping on the infield dirt, the depth of your footprint is greater than ½ inch
    - When any of the above conditions are present around the pitching area/circle
- Baseball/Softball Natural Grass – Outfields
  - Grass outfields shall be deemed unsafe and unplayable when any of the following conditions are present:
    - Standing water (puddles) are present
    - Feet suction or stick to the ground as you walk
    - A squishy or sloshy sound is heard when walking on the fields
    - Player footprints fill with water in the majority of a single playing position
    - The depth of your footprint is greater than 1 inch in the majority of a single playing position
    - Soil is soft and spongy underfoot
    - Grass is easily dislodged from the playing surface

In the event athletic fields sustain damage due to inappropriate use by a renter or its invitees, scheduled use of the field will be suspended until the field can be repaired and returned to a playable condition. Costs associated with such repairs will be the responsibility of the renter. Repair costs will include all supplies, equipment, and fully burdened staff time to carry out the repair and/or the full cost of the City's on-call landscape services contractor. Said renter may be banned from future use, and cancellation of permit(s) as determined by City staff if damage caused impacts use of athletic fields by others.

Cancellations: 100% deposit refund at least sixty (60) days prior to event; 50% deposit refund at least thirty (30) days prior to event; No deposit refund less than thirty (30) days prior to event. Full refunds will be issued for rainouts or cancellations determined by the City. The user may decide to cancel due to inclement weather, without penalty, and receive a full refund.

User is responsible for adhering to all City rules, regulations, ordinances, and other applicable laws

\_\_\_\_\_ User is responsible for immediately notifying City staff of any damage that occurred during User's use. Any damage that occurred to the fields or surrounding areas shall be repaired by City Staff or City's approved contractor for which User will be responsible for reimbursement of costs to repair such damage

\_\_\_\_\_ A penalty fee of \$250, per infraction, may be assessed if:

- User fails to submit a game/event schedule, supplemental information, and applicable documents.
- User fails to enforce and address conduct issues (i.e., smoking, consumption of alcoholic beverages, use of profanity, etc.).
- User fails to conduct an end-of-day inspection or leaves debris behind.
- User fails to disclose vendors at the event.
- User exceeds User's allotted rental time.
- User fails to disclose the use of field prep vehicles.
- User leaves the facility and/or does not indicate a PIC.
- Unreasonable damage is caused to the facility during tournament play, including field prep.

\_\_\_\_\_ City staff has final decision on all matters regarding facility and field use. Failure to abide by these Conditions of Use may result in penalty fees for each infraction, and cancellation of future uses.

**Rates (per hour and per field)**

Category		Field Rental	Lights	Field Monitor
A	<ul style="list-style-type: none"> <li>• City Co-Sponsored Groups</li> <li>• Pleasanton Non-Profit Groups (75% or more Pleasanton Residents) *</li> </ul>	\$0	\$18	\$45
B	<ul style="list-style-type: none"> <li>• Pleasanton Residents (Private Use)</li> <li>• Non-Profit Groups (less than 75% Pleasanton Residents)</li> </ul>	\$20	\$18	\$45
C	<ul style="list-style-type: none"> <li>• Non-Residents (Private Use)</li> <li>• Pleasanton Based Businesses</li> </ul>	\$25	\$18	\$45
D	<ul style="list-style-type: none"> <li>• All Non-Pleasanton Based Businesses</li> </ul>	\$31	\$18	\$45

\*Proof Required

I certify that the information provided herein is correct. If I am renting the facility on behalf of an organization, I certify that I am authorized to execute this agreement on behalf of the organization.

I certify that I have read the Rules and Regulations ("Rules") at [www.pleasantonsports.org](http://www.pleasantonsports.org) pertaining to the use of the City's facility. I agree to comply with the Rules and to be responsible for informing those using the facility of the Rules. I agree (and/or the organization that is seeking to use the facility agrees) to be responsible for any damage sustained to the facility as a result of my use (or my organization's use) of the facility.

I further agree (and/or the organization that is seeking to use the facility agrees) to release, hold harmless, defend, and indemnify the City of Pleasanton from any claim, damages, injuries or death, costs, or cause of action which I have (or may have in the future) related to use of the facility. I have provided the City with a Certificate of Liability Insurance with a minimum general liability limit of \$2,000,000 per occurrence and an Additional Insured Endorsement naming the following as additional insured: the City of Pleasanton, its officers, employees, agents, and volunteers (and where the facility is owned by the District also naming the Pleasanton Unified School District, its officers, employees, agents, and volunteers.)

Signature of Applicant \_\_\_\_\_

Date: \_\_\_\_\_