

**CITY OF KINGSBURG
PARK APPLICATION AND USE PERMIT**

PLEASE INDICATE WHICH PARK APPLICANT IS APPLYING FOR –SEE REVERSE FOR MAP AND USE POLICIES

_____ Memorial Park (Sierra & 18th St.) _____ Downtown Park (Marion & Lewis St.)

APPLICANT INFORMATION (Applicant must be 18 years or older) **RESERVATION DATE:** _____

Name of Applicant or Organization: _____

Address: _____ City: _____ Zip Code: _____

Phone #: _____ EMAIL: _____

FACILITY INFORMATION

FACILITY AREA: _____ ARBOR: _____ CORNER AREA _____ BANDSTAND/STAGE _____

Time- From: _____ To: _____ Reason for Rental: _____

NUMBER OF PEOPLE _____ WILL THERE BE LIVE MUSIC? YES / NO

PLEASE CIRCLE THE FOLLOWING If you have a Bounce House, please list the company: _____

Electricity: YES / NO Bounce House: YES / NO _____

FEES - FOR OFFICE USE ONLY	
Facility Rental Fee	\$ _____
Electricity Fee	\$ _____
Total Due	\$ _____
Insurance Required	YES / NO
Special Events Permit Required	YES / NO

KINGSBURG POLICE DEPARTMENT WILL BE NOTIFIED OF ALL PARK PERMITS. PARKING ON THE GRASS IS NOT PERMITTED. USE AND CONSUMPTION OF ALCOHOLIC BEVERAGES IS PROHIBITED WITHOUT A PERMIT FROM THE KINGSBURG POLICE DEPARTMENT. DO NOT MOVE PARK BENCHES OR TABLES FROM ASSIGNED AREAS. **IF YOU NEED ASSISTANCE DURING YOUR RESERVATION, CALL KPD (559)897-2931**. **RESTROOMS ARE CLOSED EVERYDAY AT DUSK (5:00PM FALL AND WINTER 7:30PM SPRING & SUMMER).**

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, judgments, or damages, including reasonable legal counsels’ fees and costs of litigation (“claims”), arising out of the Undersigned’s performance of its obligations under this agreement or out of the operations conducted by Undersigned, 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 Undersigned’s performance of this agreement, the Undersigned shall provide a defense to the City indemnitees, or at the City’s option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels’ fees, incurred in defense of such claims.

Communicable Disease Waiver and Release: Undersigned waives and releases the City from any and all claims, causes of action, allegations, or assertions that may arise relating to infection of any person by COVID-19 or other communicable disease that occurs, or is alleged to occur, during the event. Undersigned also agrees to defend, indemnify, and hold City harmless from any and all claims, causes of action, allegations, or assertions made against City or City’s employees arising from or relating to actual or alleged infection occurring during the event, except where caused by the sole negligence or willful misconduct of the City.

I have read the Facility Use Policy and do hereby certify that I have been duly authorized by the above-named organization which I represent to enter into this agreement, and that the activity which the organization is sponsoring fully meets the conditions set for the herein and that we agree to observe all rules and procedures as stated. Applicant agrees to comply with and abide by all of the provisions of this Application and Use Permit.

Applicant has received a copy of and has read the City of Kingsburg’s facility rules and regulations and agrees to comply with and abide by them and cause all persons present at the facilities to abide by and comply with them. Applicant certifies that all the information provided above is correct.

APPLICANT’S SIGNATURE _____	DATE _____
FEES PAID _____	DATE PAID _____ DATE EMAILED _____
PERMIT ISSUED BY _____	DATE SPECIAL EVENT PERMIT COMPLETED _____

CITY OF KINGSBURG PARK FACILITY USE POLICIES

1. Rentals occur on a first come, first serve basis, unless otherwise authorized by Department and/or City Manager. **If at any time during your reservation, there is an issue/problem, please contact the Kingsburg Police Department immediately at (559) 897-2931.**
2. City facilities may be used between the hours of 7:00am and 10:00pm.
3. An application must be completed and all fees paid before a reservation can be made. The reservation process:
 - a. ID will be checked to verify residency.
 - b. If the reservation includes a bounce house, the following information needs to be received by City staff:
 - i. Name of the bounce house company
 - ii. Insurance must be submitted by the bounce house company naming the City of Kingsburg as an additional insurer.
 - iii. A confirmation must be received by staff, confirming the order of the bounce house.
 - iv. PLEASE NOTE: YOUR APPLICATION WILL NOT BE PROCESSED UNTIL THIS INFORMATION IS RECEIVED. THE CITY HAS A FIRST COME FIRST SERVE POLICY, IF YOUR INFORMATION IS NOT RECEIVED, YOUR SPOT MAY BE LOST TO ANOTHER RESERVATION.
4. User must provide a certificate of general liability listing the City of Kingsburg as additionally insured in an amount not less than \$1,000,000 when using bounce houses, dunk tanks and any other recreational equipment during the scheduled rental period. **The use of water slides, water bounce houses or any other water play equipment is prohibited.**
5. Zoo and farm animals are prohibited in City Parks. This includes petting zoos and animal rides. If found having these animals or attractions in your rental, your reservation will be void and the applicant will be charged for the clean up of the animal(s).
6. If the applicant must cancel the approved rental date, he/she must do so **AT LEAST 3 business day prior to the event** to receive a refund of ½ of the rental fee. If weather causes the approved scheduled event to be canceled, contact with the City must be made within one business day to receive a refund of ½ of the rental fee.
7. The Department requires the applicant to clean the site after use, depending on the nature of the event. The applicant will be billed for the cost of staff time and cleaning materials. Non – compliance may void approved application for further use. **NO VEHICLES ARE ALLOWED ON PARK GROUNDS.**
8. The applicant assumes the responsibility of replacing and/or repairing any equipment, facility amenities, etc., damaged during the rental use. This may also include the cost of any additional clean up that may be needed.
9. Individuals, groups, clubs, and organizations may schedule a facility for weekly or monthly functions and may at any time be preempted for City sponsored events and activities; however adequate advance notice will be given.
10. Any violation of the facility use policies will result in the immediate voiding of the Park Facility Use Permit, user will not be eligible for a refund either part or in full.
11. The City of Kingsburg may, for good cause, suspend the rules contained herein and/or develop additional rules governing use as it deems necessary.
12. In the event of an appeal of an administrative decision regarding the use or policy, the appeal shall be filed in writing, clearly stating the reasons therefore, and shall be processed as follows until resolved:

1. Community Services Coordinator
2. City Manager
3. Community Services Commission
4. City Council

