



**PARKS, RECREATION & COMMUNITY SERVICES DEPARTMENT**  
**4117 Overland Avenue, Culver City, California 90230**  
**Info.recreation@culvercity.org / (310) 253-6650**  
**SPORTS FIELD RENTAL QUESTIONNAIRE**

Parks, Recreation & Community Services Department (PRCS) may issue Sports Field (SF) Permits for youths, subject to the approval of the PRCS Director (or designee), and in accordance with the August 21, 2020 Twenty-Fourth Supplement to Public Order, as amended or extended, and the standards set by the State of California, Los Angeles County Public Health, and in compliance with City written guidance and best practices defined by Los Angeles County Public Health<sup>1</sup>. SF Permits may be issued for activities conducted between the hours of 8:00 a.m. and 8:00 p.m. Monday through Saturday, Sunday 9:00 a.m. to 8:00 p.m. based on available space. If necessary, priority will be provided to Culver City (CC) based Organization and Businesses that can prove participant residency rate<sup>2</sup>. SF applicants will be required to provide the following before a permit is issued:

1. A current copy of their CC business license;
2. A signed Release, Waiver, Assumption of Risk and Indemnity and Hold Harmless Agreement;
3. A copy of their General Liability Insurance and Name the City as Additionally Insured per the Release, Waiver, Assumption of Risk and Indemnity, and Hold Harmless Agreement;
4. Payment of City fees within 48 Hours of receipt of tentative permit; and
5. Organizations and businesses that require participants, coaches and/or volunteers to sign a waiver must include a release of liability against the City of Culver City, its officials, officers, employees and volunteers. (Sample language is provided in the Rules and Regulations on page 8 number 21.)

**Applicant Information**

ORGANIZATION/BUSINESS NAME: \_\_\_\_\_  
 ARE YOU A 501(C)3? Yes  No  EIN: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 REPRESENTATIVE'S CONTACT NAME: \_\_\_\_\_  
 PHONE: (\_\_\_\_) \_\_\_\_\_ CELL: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_  
 WEBSITE ADDRESS: \_\_\_\_\_

**Company/Organization Type:**

		<b>Culver City Residency<sup>2</sup></b>	<b>Sport</b>
Youth Sports League	<input type="checkbox"/>	<b>Yes <input type="checkbox"/> No <input type="checkbox"/></b>	
Club Team	<input type="checkbox"/>	<b>Yes <input type="checkbox"/> No <input type="checkbox"/></b>	
Travel Team	<input type="checkbox"/>	<b>Yes <input type="checkbox"/> No <input type="checkbox"/></b>	
School Based Team	<input type="checkbox"/>	<b>Yes <input type="checkbox"/> No <input type="checkbox"/></b>	

<sup>1</sup> <http://publichealth.lacounty.gov/media/Coronavirus>

<sup>2</sup>If a company or organization is claiming to have 50%+1 Culver City residency rate of their current calendar year active participants, proof in the form of a participant roster with first initial, last name, and complete addresses must be submitted for review and approval.

Number of minor participants? \_\_\_\_\_

Number of certified & fingerprint cleared coaches and volunteers? \_\_\_\_\_

Requested Start Date: \_\_\_\_\_

Please list the days and times you are requesting in the chart below. Please factor in half-hour prep & clean-up time to your rental. **An example of this chart can be seen on page 3.**

Day	1 <sup>st</sup> Choice time	Park Name	2 <sup>nd</sup> Choice Time	Park Name
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				
Sunday				

Are you providing food or beverages (including coffee)? Yes  No

*Having any food or beverages on site may require the City to apply a clean-up fee.*

Advertising on City property including flyers, banners, etc. requires PRCS written approval.

Is your organization or business selling merchandise of any kind? Yes  No

Will you have amplified sound? Yes  No

Type of amplified sound: \_\_\_\_\_

*If yes, all amplified sound must be pre-approved by PRCS Director or PRCS designee.*

Equipment and Total Needed: *(Additional fees will apply)*

Table(s) \_\_\_\_\_ Chair(s) \_\_\_\_\_ PA System \_\_\_\_\_ Field Lights \_\_\_\_\_ Not Applicable \_\_\_\_\_

Other special setup requests: \_\_\_\_\_

Submit completed applications to:

Email: arames.white-shearin@culvercity.org and info.recreation@culvercity.org  
Fax: (310) 253-6666  
Mailing: City of Culver City PRCS Department  
4117 Overland Avenue  
Culver City, CA 90230  
Attn: Arames White-Shearin

I, representing the SF applicant, hereby certify the information on this application is true and correct, and that I have read and agree to abide by the permit requirements, rules and all other conditions set forth herein. The PRCS Department reserves the right to terminate any SF Permit immediately, without notice, if it is determined that the applicant has provided false or misleading information, or if the outdoor use is creating a hazard to public health or safety.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Date and Time Example:

Day	1 <sup>st</sup> Choice time	Park Name	2 <sup>nd</sup> Choice Time	Park Name
Monday	4:30 p - 6:30 p	Lindberg	5:00 p – 7:00 p	Blanco
	5:30 p – 7:30 p	Lindberg		
Tuesday				
Wednesday	5:30 p – 7:30 p	Lindberg	5:00 p – 7:00 p	Blanco
Thursday			5:00 p – 7:00 p	
Friday				
Saturday	8:00 a – 11:00 a	Lindberg		
Sunday			1:00 p – 3:00 p	Blanco

## **RELEASE, WAIVER, ASSUMPTION OF RISK AND INDEMNITY, AND HOLD HARMLESS AGREEMENT**

In consideration of the City of Culver City allowing Permittee to use the Park Field Named above Culver City Park Site ("Park Use") to conduct the youth sport activities identified in this Permit (collectively, "sport Activity"), Permittee hereby agrees to the following terms and conditions:

1. Permittee hereby releases, waives and discharges any and all claims or rights to claims for damages for death, personal injury or property damage, including any exposure, personal injury, illness, death, quarantine, or isolation from COVID-19, which Permittee may have or which may hereafter accrue to Permittee, as a result of Permittee's Park Field Use and Sport Activity. This Release is intended to discharge in advance the City of Culver City ("City"), any involved municipalities or other public entities, as well as their respective officials, employees, executives and agents ("Releasees"), from and against any and all liability arising out of or connected in any way with Permittee's Park Field Use and Sport Activities, even though that liability may arise out of negligence or carelessness on the part of the Releasees.
2. Permittee understands that its Park Field Use and Sport Activities, by their very nature, include inherent risks that cannot be eliminated regardless of the care taken to avoid injuries, that serious accidents may occur during Permittee's Park Field Use and Sport Activities, and that Permittee may sustain mortal or serious personal injuries, and/or property damage, as a consequence thereof. Knowing the risks of Permittee's Park Field Use and Sport Activities, including any exposure to COVID-19 that may occur as a result of Park Field Use and Sport Activities, nevertheless, Permittee agrees to assume those risks and to release and hold harmless Releasees who, through negligence or carelessness, might otherwise be liable to Permittee, or Permittee's successors or assigns for damages.
3. This Release extends to all rights, demands, liabilities, obligations, claims or causes of action, in law or equity, of whatever kind or nature, whether known or unknown, whether now existing or hereinafter arising, which result from or in any manner relate to Permittee's Park Field Use and Sport Activities. Permittee further expressly agrees to waive all of Permittee's rights under California Civil Code Section 1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
4. To the fullest extent permitted by law, Permittee shall indemnify, defend and hold harmless the City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees (hereinafter, "Indemnitees"), from and against all loss, damage, cost, expense, liability, claims, demands, suits, reasonable attorneys' fees and judgments arising out of or in any manner related to Permittee's Park Field Use and Sport Activities. This indemnification includes, but is not limited to, tort liability to a third person for bodily injury and property damage.

Permittee agrees that this obligation to indemnify, defend and hold harmless extends to liability and/or claims arising from Indemnitees' active or passive negligence.

Notwithstanding the foregoing, nothing herein shall be construed to require Permittee to indemnify an Indemnitee from any claim arising from the sole negligence or willful misconduct of that Indemnitee.

The duty to defend referenced herein is wholly independent from the duty to indemnify, arises upon written notice by City to Permittee of a claim within the potential scope of this indemnification provision, and exists regardless of any determination of the ultimate liability of Permittee, City or any Indemnitee.

The duty to defend shall be at Permittee's sole cost and expense, with legal counsel approved by City. If City elects to provide its own defense, Permittee shall reimburse City for any expenditures, including reasonable attorneys' fees and costs related to such defense.

5. Permittee Insurance Requirements. Without limiting its obligations pursuant to Section 4 above, Permittee shall procure and maintain, at Permittee's sole cost and expense and for the duration of this Permit, the following insurance coverage:

A. Policy Requirements.

Permittee shall submit duly executed certificates of insurance for the following:

- i. An occurrence based Commercial General Liability ("CGL") policy, at least as broad as ISO Form CG 0001, in the minimum amount of One Million Dollars (\$1,000,000) each occurrence, with not less than Two Million Dollars (\$2,000,000) in annual aggregate coverage.

The CGL Policy shall have the following requirements:

- a. The policy shall provide coverage for personal injury, bodily injury, death, accident and property damage and advertising injury, as those terms are understood in the context of a CGL policy. The coverage shall not be excess or contributing with respect to City's self-insurance, commercial liability insurance, or any pooled risk arrangements;
- b. The policy shall provide \$1,000,000 combined single limit coverage for owned, hired and non-owned automobile liability;
- c. The policy shall include coverage for liability undertaken by contract covering, to the maximum extent permitted by law, Permittee's obligation to indemnify the Indemnitees as required under Section 4, herein above;
- d. The Policy shall not exclude coverage for Completed Operations, Hazards or Athletic or Sports Participants; and
- e. **The City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees will be named as additional insureds** in an endorsement to the Policy, which shall be provided to the City and approved by the City Attorney.

- B. Waiver by City. City may waive one or more of the coverages listed in Section 5.A, above. This waiver must be express and in writing, and will only be made upon a showing

by the Permittee that its operations in and with respect to City are not such as to impose liability within the scope of that particular coverage.

C. Additional Insurance Requirements.

- i. All insurance listed in Section 5.A, above, shall be issued by companies licensed to do business in the State of California, with a claims paying ability rating of "BBB" or better by S&P (and the equivalent by any other Rating Agency) and a rating of A-:VIII or better in the current Best's Insurance Reports.
  - i. Permittee shall provide City with at least thirty (30) days prior written notice of any modification, reduction or cancellation of any of the Policies required in Section 5.A, above, or a minimum of ten (10) days' notice for cancellation due to non-payment.
  - ii. City may increase the scope or dollar amount of coverage required under any of the policies described in this Section 5, or may require different or additional coverages, upon prior written notice Permittee.
6. It is further understood and agreed that this Release, Waiver, Assumption of Risk and Indemnity agreement shall be binding on my heirs, successors and assigns.

IN WITNESS WHEREOF, this Agreement is executed on

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## SPORTS FIELD RENTAL RULES & REGULATIONS

1. Playing fields are designated for Active Sports and Recreation and Organized Athletic Activity only. City programs, events and permitted filming/photography are exempt.
2. Permit holders must abide by the City's Good Neighbor Standard, included on page 9.
3. Temporary banners/signs must be pre-approved by the City in writing before displaying.
4. Storage equipment must be pre-approved by the City in writing before usage.
5. A separate permit for concessions is required for use of the City's concession buildings.
6. With the exception of City-authorized photography of City conducted programs, a film permit is required for all filming and/or still photography.
7. Use of facilities is limited to the field space identified on the permit during the dates and times indicated and for the stated purpose. The open green space and parking lots are public access ways and not part of the rental.
8. Permits are not transferable.
9. Clean-up and load-out of organization/business equipment and personal belongings must be completed and the field completely vacated by the time indicated on the permit.
10. Cleats of any type are not allowed on open green space that is not designated as field space.
11. All permit groups must keep a copy of their permit on hand in case a conflict or inquiry from City staff occurs.
12. Smoking and alcoholic beverages are prohibited in City parks—CCMC Section 9.10.055.
13. For your safety and the enjoyment of all users, the following are prohibited on all playing fields:
  - a. Metal cleats (*EXCEPTION: baseball*)
  - b. Permanent marking materials
  - c. Animals
  - d. Bicycles
  - e. Skateboards
  - f. Unauthorized vehicles
14. The use of non-recyclable plastic food and polystyrene ("Styrofoam") containers are prohibited—Culver City Ordinance No 2017-008.
15. Only existing marked athletic lines may be utilized by users. Any additional athletic lines/markings must be pre-approved by the City. Approved markings must be made with easily removable materials. Permit holders must remove these markings daily at the conclusion of the event. A cleanup fee will be charged to permit holders for any markings left after the conclusion of permitted time.

16. Any behavior or activity that is determined to be unsafe, a violation of park rules or unsportsmanlike conduct is prohibited. Examples of unsportsmanlike conduct include: aggressive, intimidating, abusive or threatening actions, cursing or fighting. Violators may be required to vacate the premises or may be subject to arrest. "Bullying Free Environment" on PRCS Parks & Facilities per Resolution Number 2015-R002A.
17. Permit requests may be denied if:
  - a. The proposed use or activity is of a nature/size that is inappropriate to the playing field or will cause adverse impacts on health/safety of surrounding park users or adjacent residents and businesses that cannot be mitigated.
  - b. Applicant fails to remit fees, charges or deposits as required.
  - c. Applicant knowingly makes false, misleading or fraudulent statements in the application process.
  - d. Applicant fails to agree to reimburse the City for damages/destroyed property.
  - e. Time requested is designated in the field allocation plan for another type of use or user group.
  - f. Field is closed for maintenance or other City function.
18. Permits may be revoked by City staff if there is a conflict with City or Culver City Unified District use. The Department will attempt to give timely notice of such conflict.
19. Issues or concerns with City rules and regulations, operation of the permit program or direction given by on-site City staff is to be discussed with the Permit Supervisor and not with on-site staff.
20. Permits may be revoked and/or denied in the future if there is any violation of these rules or any abuse of the privileges of using City facilities and/or equipment.
21. Organizations that require participants, coaches and/or volunteers to sign a waiver must include language in such wavier requiring participants, coaches and/or volunteers to waive, release and discharge City, its officials officers, employees and volunteers, from any and all claims or rights to claims for damages for personal injury, death or property damage, including any exposure, personal injury, illness, death, quarantine, or isolation from COVID-19, arising out of or resulting from participant's, coach's or volunteer's participation in the activity.
22. Cancellations must be made at least 48 hours in advance to receive a refund. If it rains a refund will be given with no processing fee. Otherwise, refunds are subject to a processing fee of \$25.

**Applicant certifies that he/she read and agrees to abide by the "Sports Field Rental Rules and Regulations."**

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## GOOD NEIGHBOR STANDARD

The following Good Neighbor Standard is designed to ensure that the sports field permit holders adhere to rules of conduct to promote the safe and pleasant enjoyment of the environment for all, including participants, spectators, neighbors and other park users. It is the responsibility of the sports field permit holder to educate coaches, players, parents, volunteers and guardians of this standard. Failure to abide by the standard may subject the permit holder to forfeiture of their permit and/or loss of privilege of future use of City facilities.

1. Permit holders are expected to be good neighbors by requiring participants to refrain from excessive noise, whistles or drums, prior to 8:00 a.m. Monday-Saturday; 9:00 a.m. Sunday.
2. Educate participants to arrive quietly and to depart in the same manner to avoid disrupting the neighborhood.
3. All litter and debris must be picked up and deposited into trash receptacles or removed from the City premises.
4. All permit holders are responsible for the condition in which they leave the facility and adjacent neighborhoods.
5. No person shall park a motor vehicle in such a manner that violates the City of Culver City's parking laws and regulations. This includes blocking of resident driveways, public alleys, and sidewalks.
6. Permit holders shall work proactively and respectfully in cooperation with all parties to resolve issues as they arise.
7. City staff will be monitoring and documenting adherence to this standard.

**Applicant certifies that he/she read and agrees to abide by the "Good Neighbor Standard" for Field Use.**

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(For Office Use Only) APPLICATION RECEIVED BY:	DATE:
<input type="checkbox"/> Proof of Insurance: Expiration Date	
<input type="checkbox"/> Additional Insured Endorsement: Expiration Date	
<input type="checkbox"/> Release, Waiver, Assumption of Risk and Indemnity Agreement; Signed & Dated	
<input type="checkbox"/> Culver City Business License; Copy on File & Current	
<input type="checkbox"/> Permit Fee Paid	
<input type="checkbox"/> Permit Number Issued	