# City of Stockton Community Services Department



Softball & Baseball Tournament Reservation Application

#### **WELCOME...**

The City of Stockton offers Louis Park Softball Complex and Misty Holt-Singh Softball Complex for your softball and baseball tournament needs.





Community Services Department Sports and Fields Office 1760 E. Sonora Street Stockton CA, 95205 (209) 937-5606 sportsandfields@stocktonca.gov

The Community Services Department asserts the right to reserve fields for a City-sponsored program as well as to close fields for maintenance purposes or poor field conditions. This packet includes the information and forms needed to reserve fields in the City of Stockton.

#### In the Know

To request use and reserve a City of Stockton softball complex, follow the steps in the application process section. Only when all items requested have been completed and approvals granted will a permit/contract be issued. Please complete the application thoroughly. Information omitted will delay the reservation process.

Tournaments will be from March through the 3<sup>rd</sup> weekend in November. <u>Subleases or trades</u> <u>with other teams or organizations are not</u> <u>allowed without City of Stockton approval</u>.

#### **Louis Park Softball Complex:**

- Four diamonds (skinned infields, base configuration at 60 feet and 70 feet, fenced and lighted)
- Concession stand
- Restrooms
- Bleacher seating capacity 1,000
- Fences set at 250 feet from home plate
- P.A. System and Electronic scoreboards are available. (Fees not included with field rental.)
- User may charge gate admission.

#### Misty Holt-Singh Softball Complex:

- Four diamonds (skinned infields, base configuration at 60 feet and 70 feet, fenced and lighted)
- Concession stand
- Restrooms
- Bleacher seating capacity 1,000
- Fences set at 260 feet from home plate
- Electronic scoreboards are available. (Fees not included with field rental.)
- User may charge gate admission.



#### **Application Process**

Applications must be submitted by mail, email (<u>sportsandfields@stocktonca.gov</u>) or in person to:

- Sports and Fields Office:
   Stribley Community Center
   1760 E. Sonora Street, 95205
- Arnold Rue Community Center 5758 Lorraine Avenue, 95210
- Seifert Community Center
   128 W. Benjamin Holt Drive, 95207
- Van Buskirk Community Centers.
   734 Houston Avenue, 95206

#### Required items for rental requests:

- Applicants must be 18 years of age or older and present during the rental.
   Completed application (see attachment on page 9) must be submitted per facility, per tournament.
- ☐ All past balances must be paid in full before new requests can be considered.
- □ \$100.00 application fee per complex per facility.
- ☐ Cash, check (make payable to City of Stockton) or credit card (MasterCard or Visa only) are accepted.

Rentals may begin as early as 7:00 a.m. Each day will begin with a facility walkthrough with tournament managers and facility staff two hours prior to first schedule game. Gates will open one hour before first games begin. Rental start time begins when renter gains entry to the facility and end time is at the time of departure.

#### **Tournament Reservation Priority**

#### When to Apply

**First Priority:** From 4<sup>th</sup> Monday in November through the 2<sup>nd</sup> Friday in December.

**Second Priority:** Draft day held on the 3<sup>rd</sup> Thursday in December.

**Priority Three:** Draft day or anytime thereafter. Minimum of 30 days prior to event.

Tournament confirmations will be sent out by the 2<sup>nd</sup> Friday of January

#### **First Priority Field Rental**

Reserves the same dates and locations for tournaments held during previous year.

- Must submit completed tournament application form(s).
- Must submit non-refundable tournament application fee per facility, per tournament at the time of the request.
- Applications are due no later than 5pm the 2<sup>nd</sup> Friday in December.

#### **Second Priority Field Rental**

All user groups that currently hold 4 or less priority one dates

- Must be in attendance during the tournament draft.
- Must submit completed tournament application form(s) immediately following the draft.
- Must submit non-refundable tournament application fee per facility, per tournament at the time of the request.

#### **Third Priority**

- All remaining available locations will be filled on a first come, first serve basis.
- Must submit completed tournament application form(s).
- Must submit non-refundable tournament application fee per facility, per tournament at the time of the request.
- Priority will then be awarded for the next calendar year on a case by case basis.

#### Fee & Charges

The fees are established by the City of Stockton City Council and are reviewed on an annual basis. City staff does not have the authority to waive or reduce fees.

**Application & Special Fees** 

Item	Description	Fee
Tournament Use Application Fee	Non- refundable deposit Per application	\$100.00
Tournament Fee ½ Day	6 hours or less	\$556.00
Tournament Fee Full Day	6 to 12 hours	\$1113.00
Tournament Fee Extended Day	More than 12 hours	\$1670.00

Item	Description	Fee
Tournament Cancellation Fee Early Notice	Min. 31 days prior to date of tournament Per tournament Per facility	\$100.00
Tournament Cancellation Fee Late Notice	Less than 30 days prior to date of tournament Per tournament Per facility	\$300.00
Daily Vendor Fee	Permit to sell Per site Per day	\$50.00
Clean Up Fee	Per facility Per staff Per hour	\$102.00
Electronic Scoreboard	Per field Per tournament	\$133.00

#### **Application Approval**

A confirmation letter with approved dates will be sent out by both mail and email. Applicants must follow the requirements below to complete the rental process and avoid cancellation of the requested reservations:

☐ Provide a written response by mail or

email within 10 business days from
approval date.
Sign rental contract.
Provide insurance and endorsement
page.
100% of fees are due no later than 5
business days leading up to each
tournament date.

Insurance/ Liability (see sample on pages 6-7) The Community Services Department will accept field applications from one representative per policy. If an organization is covering several teams under their policy, all teams must be named on the policy. Insurance will be required for all practices, games, and tournaments.

A Certificate accompanied by an additional insured endorsement in the amount of \$1,000,000/\$2,000,000 general liability is required for all reservations. The City of Stockton must be listed as the certificate holder as well as an additional insured with respects to General Liability. An endorsement naming "The City of Stockton, it's officers, officials, employees and volunteers" must accompany the certificate of

<u>insurance</u>. This endorsement page is often referred to as page CG 201.

The applicants will be responsible for any and all damage to the City of Stockton premises, equipment, and property. The applicant will be held responsible for all actions, behavior, and damages caused by his or her guests and attendees.

#### **Changes & Cancellations**

Once an application is issued a reservation number, the cancellation policy becomes applicable. If the contract holder chooses to make an amendment or a cancelation, please review the following options:

- ☐ Submit request for changes to the contract no less than 10 business days prior to the date(s) to be modified.
- □ Written notification or confirmed email of cancellation is required <u>no less</u> than 31 days prior to the tournament to avoid additional cancellation charges. The \$100 deposit will be forfeited.
- □ Written notification or confirmed email is required <u>no less</u> than 10 business days prior to the event to receive a refund less any charges accrued.
- ☐ Weather cancellations must be submitted no later than 5 business days after a weather-based non-use date.

All deposits and payments will be forfeited if written notice is not submitted to the Community Services Department, Sports and Fields Office at 1760 E. Sonora Street, Stockton, CA 95205 or by email to <a href="mailto:sportsandfields@stocktonca.gov">sportsandfields@stocktonca.gov</a>

The City of Stockton reserves the right to cancel use of facilities and/or equipment when deemed necessary. In such cases, the City of Stockton may provide a full refund or credit of all fees and deposits, and every effort will be made to notify the contract holder as soon as possible.

#### **General Rules & Regulations**

The Community Services Director or authorized representative reserves the right to set rules and regulations for safe and reasonable use of parks. The City of Stockton staff shall regulate or prohibit such activity or use, which in his or her judgment is determined to be of a hazardous nature or dangerous or damaging to property or

not in the best interests of the citizens of the City of Stockton.

- All sites must be restored to original condition at the end of use. The renter may be required to provide a dumpster for excessive trash. Clean up beyond normal use will be billed to the reservation contract holder based on the time it takes to return the site to the stated original condition.
- Misuse of the fields, failure to conform to field regulations, or any other Federal, State or Local law, regulation or ordinance shall result in termination of the contract.
- Contract holder may only use fields designated on contract, and only at designated times. Contract holder must carry a copy of the reservation contract during the assigned reservation.
   Contracts and reservations cannot be transferred, assigned, or sublet without City of Stockton approval.

#### **Prohibited**

The following are not allowed in any City of Stockton parks:

- Amplified sound in any park without a permit.
- Gambling, alcohol (not allowed at designated parks), portable lights, portable barbecues.
- Use of any chemicals on the field or turf.
- Decorations tied, stapled, etc. to plants or structures.
- Vehicles on park property beyond designated parking space. Vehicles on park property may be cited and towed.
- Advertising exhibited without written permission from Community Services Director or authorized representative.

#### **Vendors**

Vendors selling food and/or other items may be subject to an additional fee for the right to conduct sales on public property. Vendor must adhere to all State, County and City health requirements. Sales of any kind must be approved in writing by the Director of Community Services Department or authorized representative at least 5 days prior to use. The City requires a fee paid in advance.

#### Field Preparation & Lining

The City of Stockton Softball Complexes (Louis Park & Misty Holt- Singh) fields will be maintained routinely for consistent playability. Reservation contract holders may prepare the infields of ball diamonds as needed. Reservation contract holders may line fields with chalk or field marking paint. Burning field lines with flame or chemicals is strictly prohibited and may result in loss of further field reservation contracts.

Contract holders who prepare and line fields must supply their own chalk or paint for use. All improvements to fields will be considered a donation and will not result in a reduction of fees

#### **Lights**

Sports and fields staff will oversee and maintain control of the field lighting. Lights are scheduled to turn on 30 minutes prior to sunset. Scheduled time of sunset is based on an average of sunsets with public safety in mind and to ensure consistency.

#### Field, Environmental & Weather Conditions

Field use status is monitored regularly.

Depending on staff availability, the contract holder may be responsible for checking field conditions before proceeding with field use for playability and safety issues.

Factors such as the moisture content of the soil, safe use and avoidance of injury, damage to the field if played upon, environmental hazards as well as potential for inclement weather are all taken into consideration in determining the status for play. Please report unsafe field conditions immediately.

#### Field (wear & tear):

It is the responsibility of all the field users to protect the fields from excessive wear and tear. Additionally, users shall not use fences, bleachers, or other amenities as targets for practicing or warming up. Damage may result in additional charges and cancellation of the contract. The contract holder may be charged additional fee for damages.

#### **Environmental & Weather Conditions**

In case of active rain, all fields will be closed. Fields will be reassessed once the rain has ceased. On occasion, on a non-rainy day, the sports and fields office will determine a field to be closed based on excessive rains during the previous day(s), which have left the conditions unsafe for use.

All reservations must discontinue use immediately if unsuitable weather (torrential rain, lightning, high winds, excessive heat, or poor air quality) presents itself and may resume once conditions have improved. The contract holder or a representative will make this decision. In extreme circumstances, a City of Stockton appointed representative will render a final decision.

#### Disclosure

This Softball & Baseball Tournament Reservation Application is only a request for a reservation. Acceptance and approval of this application will be decided by the sports and field office. A request for reservation cannot be made without submitting a completed application and the \$100.00 application fee. Upon signing the application form, the applicant has an obligation to provide all required fees and documentation as set forth by the City of Stockton (i.e. Insurance requirements, payment, etc.).

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

ACORD CERTIFICATE	OF LIABII	LITY IN	ISUR/	NCE		01/2018
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFO CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGAT BELOW. THIS CERTIFICATE OF INSURANCE DOES I REPRESENTATIVE OR PRODUCER, AND THE CERTIFICA	TVELY AMEND, EXT.	END OR ALT	TER THE CO	OVERAGE AFFORDED	TE HO	LDER. THIS
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ALL OWNED AUTOS		1		BODLY NURY (Per person)	\$	
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NON-OWNED-AUTOR					\$	
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EXCESS LIAB CLAMS-MADE				AGGREGATE	5	
DEDUCTIONS					5	
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WORKERS COMPENSATION AND EMPLOYERS LIABILITY XXXXXX		07/01/2018	07/01/2019	WC STATU: OTH		
ANY PROPRETOR/PARTNER/EXECUTIVE TYPE				E.L. EACH ACCIDENT	5	
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Mandatory is NH) F you, describe under SEPERAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT	5	
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SCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, A	Additional Remarks Scheduly	e, If more space to	required)			
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Stockton CA 95202-11951		aturo**				
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#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations			
City of Stockton, its officers, officials, employees, and volunteers. Attn: Risks Services 425 N El Dorado Street Stockton, CA 95202-11951	City of Stockton			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

- **A.** Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - Your acts or omissions; or
  - **2.** The acts or omissions of those acting on your behalf.

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above. However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law: and
- **2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing.
  - **1.** operations for a principal as a part of the same project.
  - **C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III Limits Of Insurance:** If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
    - **1.** Required by the contract or agreement; or
  - 2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

# <u>Exhibit A:</u> <u>Insurance Requirements for Rental of Facilities</u>

Renter shall procure and maintain for the duration of the rental period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the rental of the facilities and the activities of the renter, his guests, agents, representatives, employees, or subcontractors.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

If the use includes athletic activities, Renter shall provide evidence of that the CGL includes coverage for injuries to athletic participants and should also provide evidence of Participant Accident Insurance.

If the Renter maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Renter. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

#### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the rental of the facility, work or operations performed by or on behalf of the Renter including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Renter's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

#### Primary Coverage

For any claims related to this contract, the Renter's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of

#### REV 2022-05-25

Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Renter's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Renter's insurance coverage to the sole negligence of the Named Insured.

#### Umbrella or Excess Policy

The Renter may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Renter's primary and excess liability policies are exhausted.

#### Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

#### Waiver of Subrogation

Renter hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Renter may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Renter agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

#### Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City of Stockton.

#### Verification of Coverage

Renter shall furnish the City of Stockton with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language REV 2022-05-25

<u>effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements</u> to City of Stockton before work begins. All certificates and endorsements are to be received and approved by the City of Stockton at least five days before Renter commences activities.

#### **Special Risks or Circumstances**

City of Stockton reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

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#### **Certificate Holder Address**

The address for mailing certificates, endorsements and notices shall be:

City of Stockton Its Officers, Officials, Employees and Volunteers 400 E Main Street, 3rd Floor – HR Stockton, CA 95202

\$100 tournament application fee must accompany the completed application to be considered. The application fee will be applied to the rental if approved, 100% of the contract fees will be due prior to contract start date. One application and fee must be submitted for each facility and tournament date requested.

Tournament A	pplication Forr	n					
Choose one:	☐ Full Day Tournament			☐ Half Day Tournament			
Туре:	☐ Adult (participants 18 years old and over)			☐ Youth (participants under 18 years old)			
Application In	formation						
Organization N	lame:			Primary Contact Phone	#:		
Primary Contac	ct:			Alternate Phone #:			
E-mail Address	:						
Address:							
City/State/Zip	Code:						
Total Number	of Participants:			Adults:	Youth:		
Sports Field Re	equest						
1st Choice:				Area(s)			
Park Requeste	d:			Number of Fields:			
Date(s) of Use:							
Time of Use:							
Additional Nee	ds:						
If $1^{st}$ choice is $\iota$	ınavailable, ple	ase provide an d	alternative locat	ion below.			
2nd Choice: Area(s):							
Park Requested:				Number of Fields:			
Date(s) of Use:							
Time of Use:							
Additional Nee	ds:						
Classification I	nformation						
Is this a Non-Profi	t Organization?	☐ Yes	□ No	If Yes, please provide Tax ID#	<b>#</b> :		
Is this a Fund-rais	ing Event?	☐ Yes	□ No	Will Items be sold?	□ Yes	□ No	
Will alcohol be se	rved?	□ Yes	□ No	Will a fee be charged?	☐ Yes	□ No	
Is the event open	to the public?	□ Yes	□ No	Will there be amplified sound?	☐ Yes	□ No	
I have read and ag	gree to all the rule	s and regulation se	t forth by the City o	of Stockton in the Field Reserva	tion Packet.	INITIALS	
City of Stockton	Hold Harmless						

I hereby release, discharge and agree not to sue the City of Stockton, its officers, employees, agents, and contractors for any injury or damage to or loss of personal property, or illness, including, but not limited to, communicable diseases such as MRSA, influenza, and COVID-19, arising out of, or in connection with, my participation in the activity/event from whatever cause, including the active or passive negligence of the promoter/organizer or City or any other participant in the activity/event. In consideration for being permitted to participate in the activity/event, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify and hold harmless the City from any and all claims, demands, actions or suits arising out of or in connection with my participation in the activity/event. This form will act as a medical release in the case of an emergency. I understand that by participating in this event, that I am giving consent for images of myself and event to be used for promotional purposes or instruction by the City of Stockton. In case of an emergency or for reasons beyond the City's control, the City reserves the right to cancel the scheduled activity prior to scheduled use without liability. Refunds will be made if cancellation by the City is necessary. I have carefully read this release, hold harmless and agree not to sue and fully understand it contents. I am aware that this form is a full release of all liabilities and signed by my own free will.

	J	,	
Signature of Authorized Representative:			Date: