

City of Costa Mesa • Parks and Community Services Department
ATHLETIC FIELD USE AND ALLOCATION POLICY
October 2019

**Application and Agreement Request For Use of
City of Costa Mesa and Newport Mesa Unified School District Athletic Fields/Facilities**

In accordance with the Joint Use Agreement between the City of Costa Mesa and Newport Mesa Unified School District, the City will be the responsible agency for scheduling and permitting all City owned fields and athletic facilities and NMUSD owned athletic fields located within Costa Mesa City limits after 4 p.m. weekdays and all day on weekends. Submission of an Application and Agreement Request does not constitute approval. Approval is given according to the allocation policy, field/facility availability, after fees are paid and when a permit is issued. The City has exclusive discretion in decisions on scheduling of City and District Active Use Areas and such decision shall be final.

Costa Mesa • Parks and Community Services Department
77 Fair Drive, Costa Mesa, CA 92626
Phone 714.754.5300 FAX 714.754.5166
www.costamesaca.gov

The contact information you provide the City of Costa Mesa on these field request forms could be made public if requested. The information written on these forms should be contact information you would like City staff to provide prospective players wishing to register for your organization. This information will be considered public.

Organization _____

Name of Applicant _____ Title _____

Address _____ City & Zip _____

Primary Phone Number _____ Secondary Phone Number _____

E-Mail Address _____

Field/Facility Requested _____

Description of Activity _____

Estimated Attendance _____ Open to the Public Yes _____ No _____

Day of Week	Date(s)	Start Time (including set-up)	End Time (including clean up)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I verify that the information on this Application and Agreement Request for Use of Athletic Fields form is correct as defined in the Athletic Field Use & Allocation Policy and understand the possible consequences if the information is incorrect or misleading within the acceptable boundaries as described in the allocation policy. I have read the Application and Agreement and agree to all provisions listed on this Application, the Athletic Field Use & Allocation Policy, Rules and Regulations and disclaimers applied to issued permits and will communicate this information to our coaches and participants.

Signature of Applicant

Signature of Organization President

Date

Date

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ATHLETIC FIELD USE RULES AND REGULATIONS

1. Groups consisting of ten or more individuals wishing to utilize a field must acquire a permit with the City of Costa Mesa.
2. It is the responsibility of the person in charge identified on the permit to enforce the rules and regulations regarding the conduct of the group while on permitted facilities. *These rules include but are not limited to:*
 - ❖ Use begins and ends at the times stated on the permit including set-up and clean up. Groups are not allowed on fields prior to the start time on the permit and are required to have the fields clean and be off the fields at the ending time indicated on the permit. Permitted times include field preparation and player “warm-up”. Additional fees will be charged for unauthorized or extended field use beyond times listed on the permit. The City has exclusive discretion in decisions on scheduling of City and District Active Use Areas and such decision shall be final.
 - ❖ Adult field use is limited to specific sites.
 - ❖ Field permits will not be issued for use on December 25 or July 4.
 - ❖ Field use permit must be available during use at each permitted site and presented to any City or District representative upon request.
 - ❖ No subleasing of fields is allowed under any circumstance. **Subleasing of fields may result in revocation of all permits.**
 - ❖ City or NMUSD fields or facilities may not be modified without permission. Fields may not be resized without permission.
 - ❖ Parking is allowed in designated areas only. User groups must inform their participants and spectators to park in facility parking lots and public parking areas. It is the users’ responsibility to alleviate traffic and parking issues.
 - ❖ Alcoholic beverages are not allowed in City parks, fields, schools, or adjacent areas. (C.M. Municipal Code, SEC. 11-3)
 - ❖ Organizations/groups using vendors during their games and tournaments to sell food or other items must submit vendor’s insurance certificate (pg 28), endorsement letter (pg 29) and Costa Mesa Business License number (obtain at the Finance Department) to the Recreation Division at a minimum of two (2) weeks prior to their event.
 - ❖ Amplified sound is not allowed on any field without City approval and notation on permit.
 - ❖ Use of polystyrene (Styrofoam) products at the city facilities or during city-sponsored events is prohibited.
 - ❖ The use of artificial noisemakers, horns, rattles, bells, and whistles by spectators are not allowed.
 - ❖ Banners may not be posted without City approval and notation on permit.
 - ❖ Balls and any other equipment thrown, batted, kicked, or otherwise propelled that land on private property must not be retrieved without the property owner’s permission.
 - ❖ At the conclusion of games or practice each user group is responsible for picking up trash and debris and depositing it into the proper trash bins. The field and any areas adjoining affected by a group’s use must be picked up and cleared of all trash.
 - ❖ Please leave school and park areas immediately after games and practices safely and quietly, especially after late games. Please practice being good neighbors in our residential neighborhoods.
 - ❖ Portable goals and/or markers are allowed but must be removed daily
 - ❖ Property boundary walls and fences, including foul line fences, are not to be used as backstops at any time.
 - ❖ Inclement Weather Guidelines: Guidelines are outlined in page 13 of the Athletic Field Use and Allocation Policy (FUAP). Failure to follow these guidelines will result in cancellation of existing permit(s) and/or loss of rental/allocation privileges and/or a strike against the organization. Additionally, failure to comply with these established guidelines, organization is subject to pay for all damages or costs occurring to the field/facility.

Signature of Applicant

Title

Print Name of Applicant

Date

City Representative Signature

Date

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Hold Harmless and Indemnity Agreement

I/WE, FIELD/FACILITY USER, have expressed the desire to utilize an athletic field or athletic facility owned by the City of Costa Mesa and/or Newport Mesa Unified School District as stated on this application.

We, the CITY OF COSTA MESA, agree to provide access to a field or facility to meet the use requested on this application as availability and priority of use allow. Submission of an Application and Agreement Request does not constitute approval. Approval is given according to the allocation policy, field/facility availability, after fees are paid and when a permit is issued.

NOW, THEREFORE, for and in consideration of the covenants herein contained, performed and to be performed, the parties here to agree as follows:

1. CITY shall schedule access to and make all provisions for FIELD/FACILITY USER to enter and use permitted public facility as required to fulfill the purpose of the Agreement.
2. Designate in writing an Administering Officer to act as the CITY representative with respect to the use of the facility contemplated hereunder. Such person shall have complete authority to transmit instructions, receive information and interpret and define the CITY requirements in connection with said use.
3. FIELD/FACILITY USER hereby agrees to defend at his own cost and to indemnify and hold harmless the CITY and NEWPORT MESA UNIFIED SCHOOL DISTRICT - (NMUSD), its elected and appointed boards, officers, agents and employees from and against any and all liability, damages, costs, losses, claims and expenses, howsoever caused, resulting directly or indirectly from or connected with the performance of the Agreement (including but not limited to such liability, costs, damage, loss, claim or expense, arising from the death or injury to an agent, member, invitee, or employee of FIELD/FACILITY USER or of CITY and NMUSD or damage to the property of FIELD/FACILITY USER, or of CITY and NMUSD or of any agent, member, invitee or employee of FACILITY USER, or of CITY or NMUSD) except where such liability, damages, costs, losses, claims or expenses are caused solely by the negligent or wrongful acts of CITY and NMUSD or any of its agents or employees other than negligent omission or commissions of CITY and NMUSD its agents or employees, in connection with the general supervision or direction of the use of said facility. FIELD/FACILITY USER, in addition to the foregoing, specifically shall indemnify and save harmless CITY and NMUSD, any and all of CITY officers, agents, and employees, from any liability by reason of California safe place statutes or similar provisions pertaining to the use of said public facility or safety of materials or equipment supplied by CITY and NMUSD or others at the direction of CITY and NMUSD and used in the performance of the purposed hereunder. Initial [REDACTED]
4. It is further understood and agreed that FIELD/FACILITY USER shall be acting at all times as an independent contractor herein and not as an employee of CITY or NMUSD. FIELD/FACILITY USER shall secure at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation and other payroll deductions for FACILITY USER and his officers, agents and employees and all business licenses, if any, in connection with the use of said facility. Initial [REDACTED]
5. FIELD/FACILITY USER shall secure and maintain throughout the period of use contemplated under this Agreement general liability insurance with policy limits of not less than \$1,000,000 per occurrence, with CITY and NMUSD named as additionally insured by endorsement. Such policy or policies of insurance shall further provide that said policies of FIELD/FACILITY USER shall be primary over any insurance held by CITY and NMUSD that may be applicable. Initial [REDACTED]

This Agreement, the exhibits hereto and any special provisions to which the Agreement is subject may only be altered, amended or rescinded by a duly executed written Agreement. Executed in the City of Costa Mesa, County of Orange, State of California and subject to laws thereof.

Signature of Applicant

Title

Print Name of Applicant

Date

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SAMPLES OF CERTIFICATES OF INSURANCE

Please note that failure to provide a certificate of insurance and policy endorsement amounts to a violation of City ordinance, and may be grounds for the denial of your Special Event Application.

CERTIFICATE OF INSURANCE		005550		DATE (MM/DD/YY) 07/03/2002
PRODUCER: Name Of Insurance Company		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
		COMPANIES PROVIDING COVERAGE		
		COMPANY A		
INSURED: Applicant's Name Name Of Organization Address		COMPANY B		
		COMPANY C		
		COMPANY D		
COVERAGES: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF BOTH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.				
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER & CCNT PROT <input type="checkbox"/> LIABILITY ARISING OUT OF ATHLETIC PARTICIPATION	ABC 1234 567	07/03/2002	07/03/2003	GENERAL LIABILITY PROPERTY DAMAGE PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE MEDICAL COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per inc) PROPERTY DAMAGE AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> RENTED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				\$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 50,000 \$ 5,000 \$ \$ \$ \$ \$ \$ \$ \$
DAMAGE LIABILITY <input type="checkbox"/> ANY AUTO				\$ \$ \$ \$ \$ \$ \$ \$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	ABC 1234 567	07/03/2002	07/03/2003	EACH OCCURRENCE AGGREGATE \$ 1,000,000 \$ 1,000,000 \$
WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT DISEASE - POLICY LIMIT DISEASE - EACH EMPLOYEE
OTHER				
POSITION OF OPERATIONS/LOCATIONS/SPECIAL ITEMS		DATE:		
EVENT: Certificate holder is additional insured for this sanctioned event				
CITY OF COSTA MESA AND ITS OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, AND REPRESENTATIVES 77 FAIR DRIVE P.O. BOX 1200 COSTA MESA, CA 92628-1200		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES AS CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT		
NEWPORT-MESA UNIFIED SCHOOL DISTRICT 2985 BEAR ST., BLDG. E COSTA MESA, CA 92626		AUTHORIZED REPRESENTATIVE <i>John Doe</i> UNIFORM INSURANCE COMPANY		

POLICY NUMBER:
LIABILITY

COMMERCIAL GENERAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS - PERMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

State Or Political Subdivision:

The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
 - a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy.

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Field User Information Sheet

Organization _____

Sport _____

Season _____

Total Program Registrations _____

Total Costa Mesa Residents _____

The contact information you provide the City of Costa Mesa on these field request forms could be made public if requested. The information written on these forms should be contact information you would like City staff to provide prospective players wishing to register for your organization. This information will be considered public.

Field Allocation Representative

Name _____

Address _____

City & Zip _____

Contact Phone # (____) _____

E-Mail Address _____

Organization President

Name _____

Address _____

City & Zip _____

Contact Phone # (____) _____

E-Mail Address _____

YOUR ORGANIZATION'S IMPORTANT DATES

Practice Begins the Week of _____ Opening Day _____

League Games Begin the Week of _____ and Ends _____

Playoffs Begin the Week of _____ and Ends _____

List Any Practice or Game holidays _____

List Special Events (picture day, tournaments, trainings, etc.) Dates & Site:

I verify that the information on this form is correct as defined in the Athletic Field Use and Allocation Policy and understand the possible consequences if the information is incorrect or misleading within the acceptable boundaries as described in the allocation policy.

Signature of Applicant

Signature of Organization President

Date

Date