



**APPLICATION FOR PARK USAGE**  
 336 Pacific Avenue, Shafter, California 93263  
 (661) 746-5002 • Fax (661) 746-9125  
 Email: [facilityrentals@shafter.com](mailto:facilityrentals@shafter.com)

**APPLICANT:** \_\_\_\_\_ Organization \_\_\_\_\_  
 If applicable, what type of Organization:  Service Club  Church  Other: \_\_\_\_\_  
 Local non-profit Organization?  Yes  No If yes, please provide Tax ID No \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Tel \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_  
 Alternate Contact Name: \_\_\_\_\_ Tel \_\_\_\_\_

**CHECK ALL THAT APPLY:**

- Open to the Public  Amplified Music/Speech  Alcoholic Beverage  Amusement/Mechanical Rides
- Bounce House/Water Slide  Food Sales  Fundraiser  Admission Charge  Birthday Party
- Carnival  Circus  Family Reunion  Other, please describe \_\_\_\_\_

**GROUP PARK FACILITY USE PERMIT:**

Name of Park: \_\_\_\_\_ Area of Park: \_\_\_\_\_  
 Day \_\_\_\_\_ Date \_\_\_\_\_ Start Time \_\_\_\_\_ End Time \_\_\_\_\_  
 Day \_\_\_\_\_ Date \_\_\_\_\_ Start Time \_\_\_\_\_ End Time \_\_\_\_\_  
 Day \_\_\_\_\_ Date \_\_\_\_\_ Start Time \_\_\_\_\_ End Time \_\_\_\_\_  
 Number of Attendees: Adults \_\_\_\_\_ Juveniles \_\_\_\_\_ Total \_\_\_\_\_

**NOTICE:** Please visit [cdph.org](http://cdph.org) and [kernpublichealth.com](http://kernpublichealth.com) for updates and information on how to protect yourself and others from COVID-19.

Purpose/Nature of Event: \_\_\_\_\_  
 Sports Field Lighting  Yes  No If yes, please indicate requested Start Time \_\_\_\_\_ End Time \_\_\_\_\_  
 Electricity \*  Water \* (*\*Available at Mannel Park only. Areas 1 and 5*)  
 Equipment to be brought into the Park \_\_\_\_\_  
 Provisions for Security and Medical Aid \_\_\_\_\_

**AMPLIFIED MUSIC/SPEECH PERMIT: (Municipal Code 12.32.150 -160)**

Time of Use \_\_\_\_\_ Wattage \_\_\_\_\_ Maximum Distance Music will be Heard \_\_\_\_\_

**ALCOHOLIC BEVERAGE POSSESSION OR CONSUMPTION PERMIT: (Municipal Code 12.32.070)**

Type of Alcohol: \_\_\_\_\_

**ALCOHOLIC BEVERAGE SALE PERMIT: (Attach Copy of ABC License) (Municipal Code 12.32.070)**

Purpose of Sale \_\_\_\_\_  
 Type of Alcohol \_\_\_\_\_ Tax Exempt No. \_\_\_\_\_  
 ABC License \_\_\_\_\_

**PARK RENTAL AGREEMENT** INITIAL

A facility use agreement authorizes rental of the facility under the following conditions:

- a. The requested park facility, date and time are available
- b. The rental will not interfere with official City business or programs
- c. A complete reservation form has been submitted to the City and all applicable fees paid
- d. A hold harmless and indemnification agreement has been signed and submitted
- e. If Liability insurance is required, the renter must submit proof of insurance coverage and endorsements to the City ten days prior to the event

Standard Park Conditions:

- a. Applicant must be 18 years or older
- b. Park hours are from 5am to 10pm and facilities are available for Rental between 5am to 9pm
- c. Applicant is responsible for the conduct and control of the attendees and must be present at the rental at all times
- d. City events will take precedence over non-city events
- e. Payment of park permit fees is non-refundable. In the event of a rain-out, the renter may opt to reserve a future rental date up to 120 days in advance and is subject to availability
- f. Applicant is responsible for vacating the facility in a timely manner
- g. All parks are to left clean and litter free after use, all trash must be placed in the trash bin receptacles
- h. Placement of signs or posters for advertising purposes is prohibited
- i. Recurring reservations that are religious or political in nature are prohibited
- j. Changes to the reservation date, time and nature of activity must be requested in person
- k. Consumption of Alcohol is prohibited
- l. Additional Conditions of Approval \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY'S RIGHT TO REVOKE, CANCEL OR DENY RENTAL PERMIT** INITIAL

The Director may revoke an issued permit or deny a reservation, when it is determined by the Director that the proposed use of the facility is not consistent with the intended use. Use of the facility will be granted upon the conditions that all rules and regulations will be followed. A rental permit may be revoked for violations of any rule or regulation contained in the City of Shafter Municipal Code or state and local laws by the renter, guests, attendees, employees or vendors. Applicant is responsible for any damage to the facility, contents or fixtures and is responsible for the cost of repairs and or replacements of such at the City's discretion. All damages must be reported to the City at the conclusion of the event or the next business day.

**RIGHT TO ESTABLISH ADDITIONAL RULES AND CONDITIONS** INITIAL

The Director may establish additional rules, regulations and conditions concerning the use of the park that are consistent with Chapter 12.32 of the Municipal Code

**NON-ASSIGNMENT** INITIAL

The Park Permit is nonexclusive and nontransferable. Under no condition shall the Renter assign or transfer use of this permit or any obligation, right, title or interest assumed by the renter without the prior written consent of the City. City reserves the right to terminate the park permit.

**ATTENDANCE AND CAPACITY** INITIAL

Applicant is responsible for the conduct and control of all the attendees AND further agrees to ensure that the number of attendees does not exceed the number declared on the Permit Application. Non-compliance with this requirement can be subject to rental cancellation and fees revoked.

**SALES AND COLLECTION OF FEES** INITIAL

The Director may grant local charitable or non-profit organizations to conduct sales, collect fees or have fundraising events at city parks under the following conditions:

- a. A use permit is granted
- b. A city business license is obtained
- c. Food sales must be approved by Kern County Public Health and a copy of the permit filed with the City.

**INFLATABLES AND BOUNCE HOUSES** INITIAL

Inflatable attractions including bounce houses, water slides, obstacle courses, laser tags and non-mechanical rides may be permitted as follows:

- a. Facility must be adequate in size and have electricity or water connection available
- b. Vendor must have an active business license with the City
- c. Liability insurance and additional endorsements must be filed with the City 10 days prior to the event

**AMUSEMENT/MECHANICAL RIDES** INITIAL

1. No Amusement Ride shall be operated in the City of Shafter unless such ride has a valid TAR Permit and a Certificate of Inspection issued by the State of California. 2. Certificate shall be posted on or near the amusement ride in a location where it can be easily seen and accessible at the request of authorized City Staff. 3. Other City Permits may be required.

**INSURANCE REQUIREMENT** INITIAL

City Council Resolution 888 requires that a Certificate of Insurance shall be submitted if the event is open to the public; is a fund-raising activity; is expected to have: more than 100 persons attending; amplified music; amusement rides; or alcohol consumption. MINIMUM REQUIREMENTS: Commercial insurance with limits not less than \$2,000,000 in aggregate and \$1,000,000 each occurrence. Proof of insurance coverage including the required additional endorsements naming the City of Shafter, its Officers, Employees, City Council members, Agents, Boards and Commissions as Additional Insured must be filed with the city 10 days prior to the event. The insurance carrier must have a Best's A- and be size VII or larger and licensed to do business in the State of California.

Is certificate of Insurance required?  Yes  No

**OTHER REGULATIONS AND PROHIBITED ACTS** INITIAL

1. Play golf or archery or fly motor-driven model aircrafts (except in designated areas)
2. Vandalize or damage any park trees or other vegetation, buildings, benches, equipment or facilities
3. Light any fire (except in grills and pits)
4. Litter in any manner
5. Drive or park motor vehicles or bicycles (except when authorized on park permit)
6. Ride horses or other animals
7. Allow dogs to run loose
8. Interfere with other persons or groups who have reserved park areas
9. Obstruct paths and passage ways
10. Possess or use any weapon
11. Camp or lodge overnight, except by permission of the City
12. Operate a radio or other audible device loud enough to be heard 50 feet from the radio or device
13. Amplified music, speech or sound, except by permit
14. Possess, consume or sell alcoholic beverages, except by permit issued by the City Council
  - a. Application to consume or sell alcoholic beverages must be submitted 21 days prior to the event
  - b. Denial of the application may be appealed to the City Council by filing a written appeal with the City Clerk within 5 days of mailing or delivery of such decision
  - c. The City Council shall hold a hearing within 14 days of filing the appeal
  - d. The decision of the Council shall be final
15. Power driven mechanical rides also referred to as Amusement Rides require City Council approval
16. Hazardous materials are prohibited in any City facility and defined as asbestos or asbestos containing materials, petroleum, including but not limited to crude oil, natural gas, or natural liquids, pollutants or contaminants
17. Any violations of law

*By initialing and signing this application, the applicant agrees to the rental policies set forth. I certify that I am the applicant or authorized agent and that the information filed is true and correct to the best of my knowledge.*

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

**FOR OFFICE USE ONLY**

Received by \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Fee \$ \_\_\_\_\_ Cash \_\_\_\_\_ Check No. \_\_\_\_\_ Credit Card \_\_\_\_\_ Receipt No. \_\_\_\_\_

**PARK PERMIT APPROVAL:**  Approved  Approved with Conditions  Denied

GROUP PARK FACILITY USE: Public Works Director: \_\_\_\_\_

PERMIT REVIEW: City Manager \_\_\_\_\_

PERMIT REVIEW: Chief of Police \_\_\_\_\_

**RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT  
AND WAIVER OF LIABILITY FOR THE CITY OF SHAFTER, CALIFORNIA**

This **Release, Hold Harmless And Indemnification Agreement** (“**Agreement**”) is made and entered into by and between the **City of Shafter, California**, a California municipal corporation organized under the laws of the State of California (“**City**”), and \_\_\_\_\_ (“**User/Renter**”). In consideration of the covenants, promises, representations, and warranties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, intending to be legally bound hereby, the parties agree as follows:

**User/Renter** has reserved and rented the following property, venue, or space owned or operated by **City** and commonly referred to as \_\_\_\_\_, which is located at \_\_\_\_\_, Shafter, CA. **City** hereby grants permission to **User/Renter** to reserve, rent, enter, and use the above-referenced property for lawful and authorized purposes or events as further detailed in the records related to **User/Renter**’s reservation, use and rental of the referenced **City** property.

**User/Renter** hereby agrees to indemnify and hold harmless the **City**, and its officials, officers, employees, and agents from any and all suits, demands, claims, lawsuits, judgments, losses, penalties, actions, fines, costs, liabilities, debts, damages, and expenses, including but not limited to all reasonable legal fees and costs, from loss, damage, or injury to persons or property in any manner arising out of, allegedly arising out of, incident to, or connected to any acts, omissions, or misconduct in connection with the reservation, use, and rental described above whereby **User/Renter** enters, occupies, or uses the above-referenced **City** property. **User/Renter** further agrees to defend at **User/Renter**’s own expense, including but not limited to all reasonable legal fees and costs, the **City**, and its officials, officers, employees, and agents in any legal action based upon such acts, omissions, or misconduct.

**User/Renter** fully recognizes the dangers of entering, occupying, or using the above-referenced **City** property for lawful and authorized purposes or events and voluntarily assumes all risks of loss, damage, or injury to persons or property associated with his or her reservation, use, and rental.

**User/Renter** hereby releases **City** from any and all liability in any manner arising out of, allegedly arising out of, incident to, or connected to **User/Renter**’s reservation, use, and rental of the above-referenced **City** property. **User/Renter** understands and acknowledges that **City** is not liable for any loss, damage, or injury to persons or property associated with **User/Renter**’s reservation, use, and rental.

If any provision of this **Agreement** is held to be void or unenforceable, the remaining provisions shall continue in full force and effect. This **Agreement** shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice of law or conflict of law provision or rule in any other jurisdiction. This **Agreement** constitutes the entire **Agreement** between the parties with respect to the subject matters described herein, and supersedes any and all agreements or understandings, whether written or oral, between the parties with respect to such subject matters. All waivers of any provision hereunder shall be in writing and signed by both parties. The failure of either party to enforce at any time for any period any provision hereof shall not be construed to be a waiver of such provision.

This **Agreement** shall be effective on the date of execution by the parties, as indicated by the later date of the parties’ signatures below, and expires on the completion of the above-referenced reservation, use, and rental by **User/Renter** from **City**, which in no case should extend beyond the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**USER/RENTER:**

\_\_\_\_\_  
User/Renter [Print Name]

\_\_\_\_\_  
User/Renter [Signature]

\_\_\_\_\_  
Date