

- City of Sunnyvale - Indoor Sports Center Facility Rental Agreement

Individual Name: _____

Company or Organization: _____

Mailing Address: _____

City: _____ **Zip:** _____ **Home Phone:** () _____

E-mail address: _____ **Other Phone:** () _____

Intended use of space: _____

Requested Date(s), Times (including set-up and clean-up) and Gym size (Half Gym or Full Gym):

Estimated attendance: _____ **Are you charging any fees to participants?** _____

Do you plan to sell goods, services, etc.? _____ **If yes, please describe:** _____

Use of Equipment:

Describe what you will be bringing and what is needed from the City. All special equipment from the City must be requested at the time of reservation and all outside equipment must be disclosed:

In the event that the person named on the reservation contract will not be on site or unavailable at any time during the event, the City requires the Permittee to designate a representative to serve as a point of contact during the Permittee's absence. Either the Permittee or the Designee must be in attendance for the duration of the event.

Name of Representative (must be 21 or older): _____

Contact/Cell Phone Number: () _____

****TERMS AND CONDITIONS****

Read This Agreement Carefully.

By signing this Agreement, I understand that I am requesting that the City of Sunnyvale grant a permit for use of the Facility indicated above and agreeing to comply with all terms and conditions of the permit.

I have received copies of the following document:

- City of Sunnyvale Indoor Sports Center Policies

I have read the Indoor Sports Center Facility Policies, incorporated into this agreement as though set forth in full, and I understand the rules and regulations governing my use of the Facility. I agree to abide by the facility rules and regulations set forth in the Indoor Sports Center Policies. I agree that I will contact the Community Services Coordinator at (408) 730-7334 if I have any questions pertaining to these policies, rules and regulations, and I

understand that failure to comply may result in cancellation of my reservation or early termination of my event, and that I may be held financially responsible for any damage resulting from my use of the City's facilities.

I understand that my use of the Facility is subject to approval by the Director of Library and Community Services or assigned representative. I agree to provide all information necessary to process my application including proof of insurance, if required.

I understand that the City retains the right to cancel reservations and that my event may be cancelled for reasons including but not limited to the City's need to use the Facility in an emergency situation.

I agree that I am responsible for the conduct of my guests and other persons attending my event. I agree to pay for any damage to City property that occurs as a result of my event including, but not limited to, damage to the Facility, equipment, or grounds. I understand that I may be billed for any damages.

I also agree that if there is a disturbance at my event that requires a police response, such as an altercation involving my guests, I may be billed for any costs. I further agree that my event may be terminated if it creates a public nuisance or threatens public health or safety.

INDEMNIFICATION: Except as to the sole negligence or willful misconduct of the City, the Permittee shall defend, indemnify and hold the City, and its officers, employees and agents harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including attorneys' fees, which arise out of or is in any way connected with the use of the Facility or any City equipment in the facility. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the Permittee or its employees, contractors or agents.

By signing this Agreement, I certify that that all of the information I have provided is true and correct.

Signature of Applicant: _____ **Date:** _____

Note: The rental fee balance must be paid no later than 30 days prior to the event or upon receipt of invoice. If payment is not received 30 days prior to the event, the City of Sunnyvale will cancel your reservation. Please inform the Community Services Coordinator 30 days in advance for all cancellations and revisions. Insurance for your event, if required, must be provided a minimum of 30 days in advance. Failure to submit insurance by the due date obligates the City to restrict or possibly cancel your event. The terms and conditions of your reservation are outlined in the Indoor Sports Center Rental Policies.

Documents Due: _____ Check here if you would like a copy of this form.

City Use Only

Submitting credit card info authorizes charges for all fees

Approved By: _____ Date: _____ Permit Number: _____

Event Date(s): _____

Payment Information: Amount _____ Cash _____ Check #: _____

Visa or MasterCard # _____ / _____ / _____ / _____ Exp. Date: _ Code (3): _____

Approved Equipment: _____

Insurance Required: Y N Submitted: _____ Approved: _____