

City of Sunnyvale

Indoor Sports Center Facility Application/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

Review of Applicable Documents and Request for City to Grant Rental Permit: 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.

I have received copies of the following document:

- *City of Sunnyvale Indoor Sports Center Policies*

Understanding of Facility Rules: I have read the Indoor Sports Center Facility Policies and I understand the rules and regulations governing my use of the Facility I have requested to rent. 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.

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

Cancellation or Termination of Rental by City: I understand that my event may be cancelled if the City needs to use the Facility for reasons including but not limited to a public purpose or an emergency situation, or if the Facility is ordered closed for any reason including governmental order. I further understand and agree that my event may be immediately terminated if the City determines it does not comply with applicable laws and regulations, creates a public nuisance, or threatens public health or safety.

Permittee Responsibility and Agreement to Pay for Damage and Excess Costs: 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, furniture, appliances, equipment, or grounds. I agree that that these damages may be deducted from my security deposit, I understand that I may be billed for any damages in excess of my security deposit. I also agree that if there is a disturbance at my event that requires a police response, such as an altercation involving my guests, the costs of the response may be deducted from my security deposit and I may be billed for any costs in excess of my security deposit. I agree to pay the cost of such excess property damage or police response within (30) days of billing.

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.

Compliance with Laws, Regulations: I understand and agree that I am solely responsible for reviewing and ensuring compliance with all local, state, and federal laws and regulations related to the use of the facility, including but not limited to accessibility standards and regulations; public health rules, regulations, orders, or guidance in effect at the time of my rental; and local rental requirements.

Nondiscrimination. If my event is open to the general public, I will not discriminate based on race, religion, creed, color, gender, sexual orientation, age (persons 40 years of age or older), disability, national origin or any other basis to the extent prohibited by federal, state or local laws.

By signing this Agreement, I agree to all the terms, conditions, and requirements for rental and certify that that all the information I have provided is true and correct.

Signature of Applicant: _____

Company/Organization (if applicable):

Job Title:

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: _____