



Athletic Field & Gymnasium Policy

Updated user guidelines for all City of Ontario user groups that reserve any athletic field or gymnasium. Applicants are expected to abide by all items listed in this document.

I. Introduction

The City of Ontario (City) Recreation & Community Services Department coordinates and issues permits for the use of athletic fields to organizations and the public for athletic, cultural, social, and recreational activities and programs. Ontario will work cooperatively to coordinate facility use in accordance with the Athletic Field User Guide to ensure fair and equitable allocation of field space. Due to the increased demand for the use of City fields and insufficient amount of space to accommodate all organization's requests, it is very important that all groups abide by the policies and procedures set forth in this manual.

II. Goals

The City acknowledges the recreational value of athletic fields to residents and established youth and adult organizations servicing the City and affirms its commitment to:

- A. Serve Ontario residents.
- B. Encourage the use of athletic fields by residents and community-based organizations for sports activities.
- C. Promote and support community-based youth sports organizations.
- D. Encourage the use of athletic fields to promote and support sports activities, health, and wellness.

III. Statement of Policy and Procedure

City parks are established for the use and enjoyment of all persons in the pursuit of recreation, whether active or passive. It is the City's responsibility to promote the health, peace, safety, welfare, and convenience of all persons in regard to their use and enjoyment of any City-owned park defined in § 10-1.01(f) of the Municipal Code. The Council finds that to give practical effect to this

policy and to ensure that all persons may enjoy such parks, it is necessary to regulate the use of City-owned parks.

The City does not discriminate on the basis of sex, race, national origin, ancestry, age, marital status, sexual orientation, religion, or disability. The equal protection clauses of the United States and California Constitutions prohibit a public agency such as the City of Ontario from engaging in racial or ethnic discrimination. Over many years, this prohibition has been interpreted to include active participation or support by the City of Ontario, and other individuals or groups who engage in discrimination. Based on State and Federal constitutional and case law, it is the policy of the City to prohibit and discourage discrimination by other individuals or organizations actively supported by or participating with the City in such activities, facilities, or services.

The City of Ontario, in compliance with the Americans with Disabilities Act (ADA); does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs, events, or activities. Requests for accommodations and information regarding provisions of the ADA may be requested from Christopher Ponce, Sr. Recreation & Community Services Supervisor, (909) 395-2509.

IV. PURPOSE

The Ontario Athletic Field User Guide (OAFUG) does not regulate First Amendment activities. The purpose of the OAFUG is to establish regulations and processes to be followed that will preserve City of Ontario assets; ensure a fair and equitable distribution of fields; coordinate multiple uses of field space; assure preservation of athletic fields; to prevent uses that are unsafe, unlawful, or impermissible; and to assure financial accountability for damage caused by any permitted event.

V. DEFINITION OF TERMS

For the purpose of this guide, below are the definition of terms that are used within this guide.

- A. **Adult:** A person aged eighteen (18) or older.
- B. **Application:** A formal request for the use of a field. An application that is submitted does not guarantee the use of a field.
- C. **Assignment or Sub-Letting:** The transfer of rights held by one party—the assignor—to another party—the assignee.

- D. **Ontario License Agreement Groups:** The City of Ontario recognizes the following organizations as Ontario License Agreement Groups: AYSO Region 66, AYSO Region 583, Ontario Eastern Little League, Ontario Mountain View Little League, Ontario Western Little League, Ontario Fastpitch Softball Association, Ontario Pop Warner Football & Cheer. These organizations have agreements with the City of Ontario due to the following factors: (1) 80% residency, (2) Ontario Based non-profit status that is in good standing with the State of California, (3) national governing body oversight, (4) everyone plays philosophy.
- E. **City:** City of Ontario.
- F. **Facility or Field:** Terms can be used interchangeably.
- G. **Non-Profit Organization:** A non-profit organization is a group organized for purposes other than generating a profit and in which no part of the organization's income is distributed to its members, directors, or officers. A non-profit organization must be recognized by the Internal Revenue Service (IRS) as a non-profit organization and must be in good standing with the IRS and the State of California Franchise Tax Board (FTB), to verify non-profit status, organizations must submit an up-to-date letter from the IRS listing their Tax-Exempt Identification Number and must be in good standing. Status will be verified by Recreation & Community Services staff.
- H. **On-Going Permit:** An ongoing permit is a permit that extends over two (2) or more reservation dates.
- I. **One-Time Permit:** A one-time permit is a permit that does not exceed one (1) reservation date.
- J. **Permit:** A permit gives a group or individual(s) authorization and consents to use a field(s). Dates and times for the authorization and consent to use a field as listed on the permit.
- K. **Resident:** A person living within the City of Ontario incorporated boundaries (Zip Codes 91758, 91761, 91762, or 91764).
- L. **Resident Organization:** A "resident" group composed of 80% Ontario residents, with "Ontario" defined as the area located within incorporated City boundaries. An "organized" group is defined as a group with by-laws and officers.
- M. **Resident Team:** A team comprised of (80%) Ontario residents.

- N. **Traditional Season:** The portion of the year in which nationally recognized governing organizations (AYSO, CIF, ASA, Little League) endorse games.
- O. **Vendor:** A person, group, team, or organization selling, distributing information, soliciting future sales, marketing, fundraising, or providing giveaways.
- P. **Youth:** A person aged seventeen (17) or younger.

VI. GENERAL PROVISIONS

The following category of groups is provided for the sole purpose of determining the applicable fees for the use of Park facilities and determining the order of priority during any allocation periods.

A. Category

1. Ontario License Agreement Groups
 - i. AYSO Region 66
 - ii. AYSO Region 583
 - iii. Ontario Eastern Little League
 - iv. Ontario Mountain View Little League
 - v. Ontario Western Little League
 - vi. Ontario Fastpitch Softball Association
 - vii. Ontario Pop Warner Football & Cheer
2. Resident Youth Non-Profit Groups (80% Residency)
3. Resident Adult Non-Profit Groups (80% Residency)
4. Resident Youth Private Groups (80% residency)
5. Resident Adult Private Groups (80% Residency)
6. Resident Youth Non-Profit Groups (no residency)
7. Resident Adult Non-Profit Groups (no residency)
8. Commercial/Business Use for Single-Day Events (Ontario based) – i.e. company picnics, company sports games, etc.

9. Non-Resident Youth Non-Profit Groups

- i. Spartans FC
- ii. Arsenal FC
- iii. So Cal Elite SC

10. Non-Resident Adult Non-Profit Groups

11. Non-Resident Youth Private Group

12. Non Resident Adult Private Group

- i. Pomona Aztec Baseball League

13. Non-Resident Commercial/Business Use for Single-Day Events

B. Please note: In the event, there is a question of eligibility regarding an organization's category status, the determination may be referred to the Recreation & Community Services Director.

- 1. If the organization still has a question of eligibility after the Recreation & Community Services Director's decision, the organization may submit written notice to the Director for an agenda item to be placed at the subsequent Recreation & Parks Commission Meeting.

C. Conditions of Use

- 1. If conditions of an approved athletic field permit are not adhered to, the City maintains the right to amend/revoke permission for use of any field at any time.
- 2. There shall be no continuous exclusive privilege conferred for any activity or use unless designated by the City. All standing reservations are subject to periodic review and cancellation based on the needs of the City. Occasionally, the City may find it necessary to reschedule or relocate a reservation, in which case, the City will strive to give fifteen (15) days' notice.
- 3. Person(s) using athletic fields and facilities must agree to comply with laws, ordinances, policies, and rules and regulations of the City.
- 4. Person(s) or groups are not to hold the City responsible for liability or damage to any person or property during the use of the field and will provide proof of proper and necessary insurance.

5. Person(s) granted an approved athletic field permit and/or other amenities and facilities, are responsible for applicable use fees and any other costs incurred as a result of damage caused to City property and/or equipment.
6. All organized play must be permitted by the City of Ontario. For the purpose of this guide, organized play is defined by one or more of the following:
 7. Umpires/referees officiating games
 8. More than 1 team on a field
 9. Organized scrimmage/game
 10. Ontario Municipal Code, Sec. 10-1.04. Exclusive use park permits.

VII. Available Facilities and Gymnasiums

- A. Available City of Ontario athletic fields and gymnasiums that are governed by these guidelines are listed in Appendix A.

VIII. General Procedures: Athletic Fields & Gymnasiums

- B. Applications and Reservations

1. Persons wishing to make reservations must be at least 18 years old. An Athletic Field Application for the use of an athletic field or other amenities shall be issued only to responsible adults (over age 18) who have the authority to represent the organization or team and who will be present at the athletic field throughout the duration of the activity.
2. All applicants require a valid California Identification Card or Driver's License.
3. Reservations are accepted and permission for the use of athletic fields will be permitted on certain holidays (Martin Luther King Jr. Day, Presidents Day, Memorial Day, Labor Day, Veterans Day, and the day after Thanksgiving). The user must reimburse the City for all staff costs associated with their reservation on said holidays. Holidays that reservations are not allowed include New Year's Eve, New Year's Day, Independence Day, Fireworks Spectacular Event (Dates vary each year), Halloween, Thanksgiving, Christmas Eve, and Christmas.

- C. All reservation requests for the Soccer Park are made through the Recreation and Community Services Department.

- D. **Practice/League requests** shall be filed at least ten (10) working days and not more than sixteen (16) weeks before the proposed use.
- E. **Tournament requests** shall be filed at least ten (10) working days and not more than one (1) year before the proposed use.
- F. Concession facility may be awarded to the primary user organization unless they decline use. All users must understand that concession facilities are the property of the City of Ontario and can be used by the City with notice to the primary user organization.
- G. A Field Allocation Meeting will be held three (3) times per year to finalize reservation requests that fall in the season as listed below. Each organization requesting field space/concession facility during the season must send a qualified representative. The Field Allocation Meetings are scheduled as follows:

Meeting	Season
3 rd Wednesday in November	January to April
3 rd Wednesday in March	May to August
3 rd Wednesday in July	September to December

Meeting dates will be published in the Ontario Living Magazine, or you may call (909) 395-2020.

NOTE: Tournament meeting will occur during the July field allocation meeting for tournaments beginning in January.

- H. Additional services requested by the user organization must be approved by the Recreation and Community Services Department at the time of application. They may require additional fees, deposits, or permits.
 - 1. The traditional seasons for each sport are listed below:

Sport	Traditional Season
Baseball	January through June
Football	July through December
Softball	January through June
Soccer	July through December

- 2. For City of Ontario recognized organizations, Athletic Field Applications must be submitted as follows:

Application Submission	General Permit Duration
3 rd Wednesday in September	January 1 through June 30
3 rd Wednesday in March	July 1 through December 31

3. For non-City recognized organizations, Athletic Field Applications are considered on a four-month schedule:

Application Submission	General Permit Duration
3 rd Wednesday in November	January through April
3 rd Wednesday in March	May through August
3 rd Wednesday in July	September through December

4. To qualify for residency priority, athletic field requests must be submitted by e-mail to the City of Ontario field permit liaison. Between 8:00 AM to 5:30 PM on the designated submission day for the timeframe being requested.
5. Resident applications must contain rosters listing all players, phone numbers, and addresses. Staff will call players to verify residency. If residency cannot be confirmed at the time of the phone call, the player will be disqualified from residency.
- i. If (80%) of players are not confirmed, the organization will be placed at the bottom of the non-resident category that they qualify for.
6. For all non-resident groups, athletic field requests must be submitted by e-mail to the City of Ontario field permit liaison, from 7:30 AM to 5:30 PM on the designated submission day for the timeframe being requested.
7. Non-profit organizations must submit verification of non-profit status from the IRS at the time of application submittal unless the verification has already been approved by the City of Ontario. Failure to do so will disqualify the organization from receiving non-profit priority for allocation purposes.
8. Athletic field requests that land after the application deadlines listed in Sections E and F above must be filed a minimum of two (2) weeks prior to the reservation. Applications for tournaments and events should not be submitted more than one (1) year prior to the requested date.

- I. No permits shall be granted unless or until the Athletic Field Application has been submitted, a permit has been signed by the responsible individual, and all fees and requirements have been met.
- J. Cancellations: Cancellation of reservations must be made no less than fourteen (14) to thirty (30) days from the date of the event, 50% of user fees are refundable. For cancellation of reservation less than fourteen (14) days from the date of the event, user fees and deposit are non-refundable. The authorized representative granted an approved permit shall be held responsible for payment of any costs incurred by the City for failing to notify the City of a cancellation.
- K. Permit Adjustments and Additions: Adjustment to reservation hours are preferred the Wednesday prior to the previous week but must be made no less than seventy-two (72) hours before the time and date of the reservation in order to be considered for a permit credit. These adjustments must be done in writing by the authorized organization representative (submit additions or subtractions to the City of Ontario field permit liaison).
- L. Adjustments are dependent on field availability. The person granted an approved permit shall be held responsible for payment of any costs incurred by the City for failing to notify the City.
- M. Non-Use of Fields: It is considered non-use of a field when an organization fails to cancel (within the parameters listed in Section M) and does not submit a Permit Adjustment (within the parameters listed in Section N). Abuse of Non-use of fields may result in revocation of permit.
- N. Staff will follow the following guidelines:
 - 1. Verbal warning
 - 2. Written warning
 - 3. Meeting with staff
 - 4. Revocation of permit
- O. Failure on the part of the authorized permit holder to abide by all applicable City regulations, may result in revocation of permit and denial of future use. Permit holder may appeal the determination by written letter to the Director of Community Services within fifteen (15) days of notification.
- P. All matters concerning reservations shall be handled by the applicant and the City of Ontario Recreation & Community Services Department.

- Q. The hours specified on the permit shall determine the length of time the athletic field may be used and special permission must be obtained from the City seventy-two (72) hours in advance before an extension of time may be allowed.
- R. Unless specifically stated on the application, it is expressly understood that activities will not be fundraisers or benefit affairs; that no admission is to be charged without written permission; that no tickets will be sold without written permission; that no entrance or parking fees will be charged; and that there will be no solicitations and no collections of donations. (Exception: With prior written authorization from the City.)
- S. Whenever an athletic field is in great demand and when a permit is not issued, the City shall restrict uses of such facility, by first-come, first-served basis, unless applications for the same date and same time are received, at which time the Recreation & Community Services Department shall make a determination.
- T. Restroom facilities (where available) will be made available during the permitted field usage time as listed on the approved application. If it is determined by the City that the size of the event requires additional restroom facilities, it will be the responsibility of the permittee to provide additional restroom facilities and submit all required documentation for each vendor.
- U. A permit must abide by all state laws and local ordinances and may be summarily revoked under the following circumstances: Violation of the Ontario Athletic Field User Guide (OAFUG), violation of any City rule or regulation, unlawful activity, or where there is a clear threat to public health, safety and/or general welfare; or necessary for the protection of public property.
- V. The City maintains the right to amend or revoke permission for the use of any athletic field at any time.

IX. City of Ontario License Agreement Groups

- A. The City is supportive of the activities scheduled by its youth sports groups and organizations. However, we must also be sensitive to the neighbors who surround facilities and be respectful of their privacy and peaceful enjoyment of their property.
- B. Some fields are located in residential areas of the City. It is important that groups are mindful of their surroundings and that they:

1. Limit parking on an as-needed basis on local streets.
 2. Ensure that participants do not block driveway or park vehicles in "Fire Lanes" or "No Parking" zones.
 3. Notify surrounding community members of any special events or activities that might create more than normal traffic and attendance.
 4. Reduce noise.
 5. Do not leave trash behind.
- C. City of Ontario License Agreement Groups (see Section 5D for a list of Ontario License Agreement Groups) must submit their applications for field use in March (for July through January) and September (for January through July).
- D. The City of Ontario reserves the right to conduct an independent audit and review of the group's status and all conditions provided within the license agreement. The review process can include, but is not limited to, reviewing rosters (80% of participants must be Ontario residents) that include name, address, school of attendance, phone number, and the group's annual operating budget and annual financial report.
- E. A permit between the City and the Ontario License Agreement Groups will be created listing the field use, facility requirements, and conditions of use.
- F. Ontario License Agreement Groups contact information will be placed in the City's quarterly brochure (Ontario Living Magazine). This is not an ad, but only contact information for residents wanting more information about the program.
- G. Groups must submit an updated list of board members to the Community Services Department annually or when changes to the board have occurred.
- H. When hosting league practices, games, or tournaments, a minimum of one (1) Ontario- Recognized Group team must be playing on the field. If two (2) non-Ontario Recognized teams are playing, the Ontario Recognized group will be charged for full fees (Field Use, Maintenance, staffing, and lighting when applicable).

X. Request for New Ontario License Agreement/City Recognized Group

A. Requirements needed for any new license agreement holders:

1. All requirements will be verified by the Recreation & Community Services Department Personnel
2. City of Ontario based Non-Profit Tax Exemption
3. Tax Exemption in good standing with the State of CA – provide Tax Exemption Identification number with current year seal
4. Federal Tax Exemption in good standing
5. Updated Board information including names, positions, mailing address, contact number, and email address
6. Team Rosters Per Season (previous season accepted) to verify residency rate minimum of 80%
7. Game Schedules Per Season
8. Practice Schedules Per Season
9. Certificate of Insurance, Endorsement page, Waiver of Subrogation, naming the City of Ontario as additionally insured. Minimum 2 million per occurrence, 4 million general aggregate
10. Attend all field allocation meetings
11. Limited to 1 tournament per year, additional tournament dates must be approved by Director of Recreation and Community Services Department
12. All large events must go through TUP/Special Event Application process, (opening days, tournament weekends, etc.)
13. Submit an application for field use for all use periods, hold harmless and indemnification annually, signed field use guidelines and rules, and good neighbor policy by the deadlines scheduled by the Recreation & Community Services Department

B. Analysis and review of requests

1. Field allocation process focus is making sure that there is a fair and equitable process for scheduling all athletic fields and gymnasiums, in peak hours, and peak seasons

2. Currently there are seven (7) recognized licensed agreement user groups
3. New recognized licensed user groups would have to share 1/3 or 30% of total prime time field space with any other recognized license agreement group per site, or field
4. 1/3 total available prime time hours to be shared by recognized licensed user group (15% max per user group if 2 groups)
5. New recognized license agreement user groups would need to pay a prorated field rate, lighting fee, full staffing fee, and processing fee

C. Steps to Apply for License Agreement

1. All recognized licensed agreement organizations must justify the need for all field space in a letter to the Recreation & Community Services Director
2. Staff will review and provide analysis of requested space to applicant
3. If application will affect a current user group, Director will notify user group that an application will be received and may potentially affect current field allocation.
4. Staff will present analysis and recommendation to Recreation & Parks Commission. Applicant will be notified of date and time of meeting and will have an opportunity to present its case for an agreement.
5. Recreation & Parks Commission will vote to either recommend staff's recommendation or appeal to the City Council for final approval
6. City Council will have final vote on either approving or denying application

XI. Athletic Field Use Permits

- A. Community youth sports organizations are independent of the City of Ontario. Decisions regarding league functions and activities are the sole responsibility of each organization. The City assumes no jurisdiction over the administration, operation and/or planning of league activities. The City expects each youth sports organization to conduct its league business in a professional and transparent manner.
- B. Athletic Field Use Applications will be reviewed by the City for approval. Insurance and rosters must be submitted along with the application to be considered. (If insurance has already been submitted with a previous

application and is still valid, a new certificate of insurance is not required). See section 19 for COI conditions and requirements.

- C. Priority will be given to recognized organizations for use of athletic fields and other park amenities when available, as provided by this guide.
- D. All organizations must submit complete addresses for all persons on submitted rosters.
- E. P.O. Boxes are not acceptable addresses.
- F. Any user organization that has been allocated space and does not intend to use it regularly must notify the City of Ontario in a timely manner in order that the field may be reallocated.
- G. The City reserves the right to refuse use of any facility or field to any group or individual who abuses the field and/or leaves the field lights on more than twice in one month (when the organization does not show up).
- H. The City reserves the right to adjust schedules if it is observed that fields are not being used by the permitted user group or not utilized to its full capacity.

XII. Assignment

- A. The organization shall not assign, or sub-let, or accept donations for the use of the athletic facility for any reason at any time to any organization. Exchanging of facilities from one group to another, or one person to another is not allowed.

XIII. Allocation Schedule and Fee Requirement

- A. Permits will not be issued by the Recreation and Community Services Department until all conditions are met, as listed below.
- B. Recreation and Community Services Department will review all Reservation Applications for completeness and determine any conflict of requested use. All disputes will be resolved according to the priority of usage.
- C. A qualified representative for each organization requesting use must attend the Field Allocation meeting. The qualified representative shall have the authority to speak and make decisions on behalf of the organization. The final request must be made at these meetings as no allocation business will be tabled to another meeting.
- D. To qualify for Resident Priority, the user organization shall provide factual and authenticated rosters of all players, including player names, complete addresses, and phone numbers.

- E. Additional requests for field use not submitted at the Allocation meeting shall be considered based on field availability.
- F. A non-refundable processing fee will be charged for each application submitted.
- G. A facility/security deposit may be due when the application is submitted.

XIV. Athletic Field Use Fees

- A. Upon receipt of an Athletic Field Use Application for the use of an athletic field, the Recreation & Community Services Department will assess fees based on the City Council approved fee schedule and user group category.
- B. All Athletic Field Applications will be charged a non-refundable \$25.00 processing fee.
- C. City of Ontario Athletic Field Fees (Except Ontario Soccer Park)

	Ontario Resident	Non-Resident
Athletic Fields (2 Hour Minimum)	\$15 per hour	\$50 per hour
Deposit	\$100	\$100
Lights (2 Hour Minimum)	\$22 per hour	\$25 per hour
Staffing Fee	\$20 per person/per hour	\$20 per person/per hour

- D. Jay Littleton Ball Park Fees – 1st Prep of the day required. Ball park monitor is included in rental fee.

	Ontario Resident	Non-Resident
Ball Park (4 Hour Minimum)	\$45 per hour	\$75 per hour
Deposit	\$200	\$250
Lights (2 Hour Minimum)	\$22 per hour	\$25 per hour
Staffing Fee	\$20 Included in Hourly Rate	\$20 Included in Hourly Rate
Concession Stand	\$85 per rental	\$135 per rental
Base Rental	\$20 per rental	\$40 per rental
Scoreboard or PA System	\$50 per rental	\$70 per rental
Ballfield Prep	\$40	\$40
Ballfield Retouch	\$20	\$20

E. Ontario Soccer Park Fees (See Appendix G For field layout details)

	Ontario Resident	Non-Resident
Field 1 (Full)	\$35.00	\$45.00
Field 2 (Full/Half)	\$85.00/\$42.50	\$115.00/\$57.50
Field 3* (Full/Half)	\$85.00/\$42.50	\$115.00/\$57.50
Field 4* (Synthetic)	\$85.00/\$42.50	\$115.00/\$57.50
Field 5	\$50.00	\$70.00
Field 6	\$50.00	\$70.00
Field 7	\$35.00	\$45.00
Concession Rental (Full)	\$350.00	\$350.00
Concession Rental (Half)	\$175.00	\$175.00
Concession Rental (Hourly)	\$30.00	\$30.00
Facility Security	\$350.00/\$50.00	\$350.00/\$50.00
Concession Rental	\$100.00	\$100.00
Cancellation Fee (Percent of Field/Facility Fee)	25%	25%
Vendor Permit	\$40.00	\$40.00
Processing Fee (Non-Refundable)	\$25.00	\$25.00

*Synthetic Field

F. Gymnasium Fees

	Ontario Resident	Non-Resident
DA or ½ of WW (Each)	\$65.00 Per Hour	\$95.00 Per Hour
All of WW (Each)	\$105.00 Per Hour	\$135.00 Per Hour
Scoreboard/PA System	\$50.00	\$70.00
Volleyball Equipment	\$50.00	\$70.00
Security Deposit	\$200.00	\$250.00
Staffing Fee	\$20.00 Per Hour	\$20.00 Per Hour
Processing Fee (Non-Refundable)	\$25.00	\$25.00

G. Payments for on-going rentals: Once the Recreation & Community Services Department has calculated the appropriate fees, a permit will be developed for the organization's review and approval. Once approved, organizations will be required to make monthly payments on the fifteenth of the previous month (Example: Fees for a January permit are due on December 15, fees for a February permit are due on January 15, and so on). See below for the payment schedule. Organizations have the option of paying monthly or a lump sum for their entire permit.

Permit Month	Fees Due
January	December 15
February	January 15
March	February 15
April	March 15
May	April 15
June	May 15
July	June 15
August	July 15
September	August 15
October	September 15
November	October 15
December	November 15

H. Please Note: payments are taken at the Armstrong Community Center 5 days a week (except certain holidays). Monday through Thursday 8:00 AM – 5:30 PM and Friday 8:00 AM – 4:30 PM.

1. Payments for one-day, two-day, or three-day permits or events/tournaments: At the time of application submission, organization is required to pay a \$250 down-payment towards the permit. Once approved, organizations will be required to pay all fees in full 14 days prior to the event or tournament date. If the tournament will host more than 100 people at one time, the applicant will also need to complete the Special Event Application and submit it to the City of Ontario Planning Department liaison. <https://www.ontarioca.gov/Planning/Applications>
2. Payments for Ontario License Agreement Groups: Ontario License Agreement Groups are billed before their use on a monthly basis. Invoices will be e-mailed as applications are processed or by the 15th day of the month prior to the month of the start of the requested permit period. Once invoices are received, groups have ten (10) business days to pay bill in full.
3. Organizations that do not submit their permit fees may forfeit their permit.
4. Credit on Organization Accounts: If there is credit in the customer account, credit must be used within 30 days or on the next month's permit, whichever comes first. If credit is not used within specified timeline, credit will be refunded to payee and subject to a processing fees.

XV. Tournament Fees and Cancellation Policy

- A. Recreation and Community Services Department will notify potential user organizations of confirmation regarding reservation within one week of field allocation meeting or application submittal. At this time, 25% of the field/facilities fees will be required, and due to the Department, within five (5) working days of the confirmation and date will be given in which full payment for reservation must be made.
- B. Any reservation submitted up to 120 days before the scheduled use will require full payment at the time of confirmation.
- C. If a confirmed user cancels a tournament before the one hundred and twenty (120) day payment deadline, the Recreation and Community Services Department will refund the deposits and collected fees, except the processing fee. If a confirmed user cancels or does not make payment by the one hundred and twenty (120) day deadline or does not appear for the confirmed reservation after all fees are paid, the 25% cancellation fee will be withheld.

D. If any payment is not received by the due date, the soccer fields will be reallocated.

XVI. League Fees and Cancellation Policy

A. Recreation and Community Services Department will notify potential user organizations of reservation confirmation within one week of the field allocation meeting or application submittal. At this time, 25% of the field/facilities fees will be required and due to the Department within five (5) working days of the confirmation, with full payment due ten (10) working days after payment of the deposit.

B. Any reservation application submitted up to 30 days before the scheduled use will require full payment at the time of confirmation.

C. If any payment is not received by the due date, the soccer fields will be reallocated.

XVII. Long Term (16 Weeks) Practice Fees and Cancellation Policy

A. Recreation and Community Services Department will notify potential user organizations of practice reservation confirmation within one week of field allocation meeting or application submittal. At this time, 25% (first month) of the field/facilities fees will be required due to the Department within five (5) working days of the confirmation.

B. Subsequent monthly fees shall be due the first business day of the month before the next month's reservation.

C. If any payment is not received by the due date, the soccer fields will be reallocated.

XVIII. Short Term Practice Fees and Cancellation Policy

A. Recreation and Community Services Department will notify potential user organizations of practice reservation confirmation within one week of field allocation meeting or application submittal. At this time, full payment of the field/facilities fees will be required and due to the Department within five (5) working days of the confirmation.

B. If any payment is not received by the due date, the soccer fields will be reallocated.

XIX. Insurance Requirements

A. All organizations that apply to use athletic fields must submit a valid Certificate of Insurance naming the "City of Ontario, its directors, officials, officers, employees, agents and volunteers. 303 E. B Street, Ontario, CA

91764" as additional insureds. Coverage limits must be for a minimum of \$2 million for: Each Occurrence, Damage to Rented Premises (Each occurrence), Personal & ADV Injury, \$4 million General Aggregate and Products-Comp/OP AGG, with a 10-day notice of cancellation for non-payment of premium, and a 30 days' written notice to the City if the policy is canceled before the expiration date. Include with COI the Endorsement page and Waiver of Subrogation. For a sample, see Appendix B.

- B. The amount for the required insurance may be adjusted (depending on type of use, estimated attendance, etc.) if the City requires.
- C. The Certificate of Insurance will be reviewed and approved by the City's Risk Management office.
- D. The City shall not be responsible for lost, stolen or damaged articles, supplies, equipment or property. Any person or groups to whom a permit is granted shall be responsible for any loss or damage, if any, which may result from the said use of the field.
- E. For organizations that do not have insurance, it is encouraged you discuss that with the Recreation & Community Services Department prior to any applications being submitted.

XX. Code of Conduct

- A. It is the commitment of the City of Ontario to ensure that all park facilities are free from negative, aggressive, and inappropriate behavior and that the environment is geared toward providing high quality programs, services and facilities in an atmosphere of respect, collaboration, openness, safety, and equality.
- B. The Community Services Department reserves the right to remove participants, spectators, coaches, officials, umpires, or park patrons from park facilities for inappropriate behavior.
- C. The following are considered unacceptable behaviors:
 - 1. Activities that infringe on the rights of participants or staff.
 - 2. Destruction of facility materials, equipment furniture, supplies, and grounds.
 - 3. Conduct or language that disturbs other participants.
 - 4. Inconsiderate or discourteous behavior toward participants or staff.

5. Infractions of facility policies regarding loitering, sales or solicitation.
6. Possession, use, or sale of alcohol or other controlled substances.
7. Vandalism or littering in facilities or on the grounds.
8. Violation of any Federal, State, or City laws and ordinances.
9. Any malicious behavior a reasonable person would find unprofessional, disturbing and/or harmful to their physical and mental health.

XXI. Playing Field Rules & Regulations

- A. Playing fields are designated for Active Sports and Recreation and Organized Athletic Activity only. City programs, events and permitted filming/photography are exempt.
- B. Permit holders must abide by the City's Good Neighbor Guidelines which requires participants to refrain from excessive noise or using whistles prior to 8am Monday – Saturday and 9 AM on Sundays and avoid unnecessary noise during other times. Permission must be received in writing from the Recreation & Community Services Department Management to utilize amplified sound, drums or other instruments.
- C. Temporary banners must be approved by Recreation & Community Services Department Management to place banners/signs on field perimeter fences. Banners shall not damage or deface the athletic field or surround facilities.
- D. Athletic equipment may not be stored at any athletic field.
- E. A concession permit is required for use of the City's concession buildings. Other vending is prohibited.
- F. Permittee's responsible for proper disposal of all trash in containers, clean all City equipment used, ensure that the facility is in clean and orderly condition.
- G. Except for City-authorized photography of team/players participating in permitted sports leagues, a film permit is required for all filming and/or still photography. Intended for public views.
- H. Use of athletic facilities is limited to those identified on the permit during the dates and times indicated and for the stated purpose.

- I. Permits are not transferable. Clean-up and load-out of equipment and personal belongings must be completed and the field
- J. vacated by the time indicated on the permit. Use of any City of Ontario athletic field without a valid permit is strictly prohibited.
- K. Permitted time should include warm-up time if use of the field is desired for warming up players. Cleats of any type are not allowed on open green space that is not designated as field space.
- L. Rental is for the designated field permit only. The open green space and parking lots are public access ways and not part of the rental. All permit groups must keep a copy of their permit on hand in case a conflict or inquiry occurs. Permits must be made available to City and/or District staff persons during permitted time if requested.
- M. Permit groups that have seasonal permits or conduct tournaments/camps must provide \$2M liability insurance with the City of Ontario listed as additional insured.
- N. Smoking and alcoholic beverages are prohibited in City parks and on school playgrounds.
- O. For your safety and the enjoyment of all users, the following are prohibited on all playing fields:
 - 1. Metal cleats (EXCEPTION: baseball)
 - 2. Permanent marking materials
 - 3. Animals
 - 4. Bicycles, skateboards or unauthorized vehicles
- P. Only existing marked athletic lines may be utilized by users. Any additional athletic lines/markings must be pre-approved by the Sr. Recreation & Community Services Supervisor. Approved markings must be made with easily removable materials. Permit groups must remove these markings daily at the conclusion of the event. A cleanup fee will be charged to permit group for any markings left after the conclusion of permitted time and deducted from the deposit.
- Q. Any behavior, field conditions, inclement weather or activity that is determined by a staff person as unsafe, a violation of park rules or unsportsmanlike conduct is prohibited. Examples of unsportsmanlike

conduct include: aggressive, intimidating, abusive or threatening actions, cursing or fighting. Ontario Police may be called, and violators may be required to vacate the premises or may be subject to arrest.

R. Permit requests may be denied if:

1. The proposed use or activity is of a nature/size that is inappropriate to the playing field or will cause adverse impacts on health/safety of surrounding park users or adjacent residents and businesses that cannot be mitigated.
2. Applicant fails to remit fees, charges or deposits as required.
3. Applicant knowingly makes false, misleading or fraudulent statements in the application process.
4. Applicant fails to agree to reimburse the City for damages/destroyed property.
5. Time requested is designated in the field allocation plan for another type of use or user group.
6. Field is closed for maintenance

S. Permits may be revoked by City staff if there is a conflict with City or District use. The Department will attempt to give timely notice of such conflict.

T. Only City-run adult leagues and tournaments are permissible. Non-profit adult sports may be exempt and require advance written approval by the Recreation & Community Services Department Director.

U. Issues or concerns with City and/or District rules and regulations, operation of the permit program or direction given by on-site City/District staff is to be discussed with the Sr. Recreation & Community Services Supervisor and not with on-site staff.

V. Permits may be revoked and/or denied in the future by City staff if there is any violation of these rules or any abuse of the privileges of using City or District facilities and/or equipment.

W. *The permit allocation process is designed to give preference to Ontario youth for Organized Athletic Activity.

- X. Prime time hours are usually allocated to Ontario based youth sports groups and City programs. Prime hours are generally: Monday –Friday from 5pm-9pm; and Saturday/Sunday from 9am-5pm

XXII. Good Neighbor Guidelines

- A. The following Good Neighbor Guideline is designed to ensure that the athletic facility permit holders within the City of Ontario, adhere to rules of conduct to promote the safe and pleasant enjoyment of the environment for all, including participants, spectators, neighbors and other park users. It is the responsibility of the leadership of the athletic facility permit holder groups to educate coaches, players, parents and guardians of this policy. Failure to abide by these rules may subject the permit holder to forfeiture of their field use permit and/or loss of privilege of future use of the facilities.
 - 1. Permit holders are expected to be good neighbors by requiring participants to refrain from excessive noise, whistles or drums, prior to 8:00am Monday through Saturday and 9:00am on Sunday.
 - 2. Permission to use amplified sound must be received in writing to the Sr. Recreation & Community Services Supervisor in charge of athletic field allocations. This includes public address systems, music, drums, or other loud noises. Permission may be granted for individual instances or for the length of the sports season.
 - 3. Educate participants to arrive quietly and to depart in the same manner to avoid disrupting the neighborhood.
 - 4. All litter and debris must be picked up and deposited into trash receptacles, where provided, or removed from the premises.
 - 5. All groups are responsible for the condition in which they leave the facility and adjacent neighborhoods.
 - 6. No person shall park a motor vehicle in such a manner that violates the City of Ontario's parking laws and regulations. This includes blocking of resident driveways, public alleys, and sidewalks.
 - 7. Permitted sports organizations will strive to adhere to the Good Neighbor Guidelines and are willing to work proactively in cooperation with all parties to resolve issues as they arise.
 - 8. City staff will begin monitoring and documenting adherence to this policy.

- B. Applicant certifies that he/she read and agrees to abide by the “Good Neighbor Guidelines for Athletic Field Users.”

XXIII. Effective Use of Fields and Accountability

- A. The user organization's President or designees as listed on the application shall remain on the premises for the entire reservation duration. Failure to observe this condition shall be grounds for the immediate cancellation of the reservation.
- B. User organizations may not sub-lease, lend, share, or give away fields they have reserved under their name. All fields must be properly reserved with the Recreation & Community Services Department. Any infractions found shall result in immediate loss of field and be considered as using fields ineffectively. This may jeopardize the future use of fields.
- C. Report any problems to the City of Ontario field permit liaison at (909) 786-8421 or the Armstrong Community Center (909) 395-2020.
- D. The athletic field shall be left in the same condition as found prior to use.
- E. Ensure that all trash is picked up from dugout, field, and bleacher areas.
- F. City equipment is to be used only at assigned locations and is not to be moved or tampered with, without written consent by the City.
- G. Per the City of Ontario Smoking Ordinance, smoking is not allowed in City of Ontario Parks.
- H. Private vehicles are not allowed on the park without advance written approval by the Recreation & Community Services Department.
- I. Amplified sound is not permitted without written approval by the City of Ontario.
- J. Alcoholic beverages, narcotics, and drugs are not allowed in the park or park premises.
- K. Firearms, fireworks, motorized airplanes, projectiles, and dangerous objects are prohibited.
- L. Activities prohibited and restrictions upon sporting activities:
 - 1. To play or engage in any hazardous or dangerous game, sport, or contest, except at such place as shall be especially set apart for that purpose is prohibited.

2. To drive, hit, or putt any golf ball or similar object by use of a golf club or similar instrument in any City-owned park or upon any parkway or trail is prohibited.
3. To take part in a baseball or softball activity other than in designated ballfield is prohibited.
4. To camp or lodge in any public park is prohibited.
5. To make or kindle a fire for any purpose except at such places as are provided for such purpose is prohibited.

M. Vandalism, littering, and disturbing the peace are prohibited.

1. To pick, dig, remove, destroy, injure, mutilate or cut any tree, plant, shrub, bloom or flower, or any portion thereof; or cut, break, deface or injure any building, monument, sign, fence, bench, equipment or property; or cut or remove any wood, turf, grass, soil, rock, sand, or gravel is prohibited.
2. To throw, discard, place, or dispose of any garbage or refuse in any place other than a garbage can or other receptacle maintained for that purpose is prohibited.
3. To disturb the peace and quiet by any undue, loud, or unusual noise is prohibited.

N. Riding of any bicycle, skateboard, or motorized vehicle other than on the roads or drives provided for such purpose is prohibited.

O. Overnight parking is prohibited.

P. To willfully lead or let loose any animal or fowl within any public park is prohibited.

Q. Dogs or cats when led by a leash or chain no more than six feet long and under full control of its owner or custodian shall be permitted.

R. To permit any dog to defecate upon the public property in any City park is prohibited unless the person owning, keeping or having said animal in his/her custody or care immediately removes the feces and properly disposes of the wastes. Visually

S. handicapped persons who use "seeing eye" guide dogs shall not be required to comply with the provisions of this section.

- T. The normal hours of operation in any City Park are: sunrise to 10:00 PM. Persons are not allowed to be on City park premises during non-hours of operation.
- U. There is no hitting balls into any fence.
- V. The permit holder (person signing the permit) is responsible for the organization and its participants, coaches, officials/umpires, board members, and spectators and must ensure that everybody is following the park rules and regulations.

XXIV. ONTARIO SOCCER PARK RULES AND REGULATIONS

- A. Permitted organizations must designate a field supervisor that is directly responsible for ensuring that all teams are following the rules and regulations.
- B. Players must wear Molded cleats not to exceed 1/2" in length.
- C. Only officials, players, and coaches are permitted on the field during any use.
- D. Only water is allowed on Synthetic turf fields 3 and 4. Food, candy, snacks, gum, seeds, peanuts, energy drinks, flavored drinks, and sports drinks are not allowed on Synthetic turf fields 3 and 4. Spectators are subject to searches of all bags.
- E. Pets or animals are not permitted in the Ontario Soccer Complex.
- F. The use of stakes or any other means of securing objects to the playing surface is prohibited.
- G. Bikes, roller blades, skateboards, and motorized vehicles are not allowed in the Ontario Soccer Complex.
- H. If a player sustains an injury that causes bleeding, the player must leave the field of play as soon as possible, and must not re-enter until the bleeding has ceased and the wound is adequately covered. Blood-stained clothing must be replaced, and equipment cleaned before re-entry to the field of play.
- I. Soccer Park fields and facilities shall be clear of litter, trash, and debris upon completion of each scheduled use.

- J. User organization shall complete and sign the Facility Maintenance Checklist and submit it to Soccer Park staff for signature at the conclusion of their reservation.
- K. All maintenance issues shall be reported immediately to the Soccer Park staff.
- L. The field/facility must be cleaned and always maintained. If the field/facility is not adequately cleaned at the conclusion of the checklist inspection, the user shall be subject to losing the facility/security deposit.
- M. Any damages that occurred during use may result in additional fees being billed to the user to cover any additional cost incurred by the City.

XXV. ONTARIO SOCCER COMPLEX RULES: CONDITIONS OF FIELDS/FACILITIES

A. The Soccer Park is available for reserved use from 8:00 AM to 10:00 PM.

B. Synthetic Fields:

1. No shelled snacks (i.e., sunflower seeds, pumpkin seeds, etc.)
2. No sports drinks, juices, or sodas of any kind
3. No food or chewing gum
4. No suntan lotions, oils, or creams applied while on the field
5. No metal cleats or street shoes
6. No chairs allowed on the field
7. No staking of any objects into field turf
8. No vehicles on the field
9. No paint or field marking allowed

C. General Park:

1. No alcoholic beverages
2. No smoking or chewing tobacco

3. No glass bottles or containers
4. No animals
5. No bikes, skateboards, or roller blades

D. Cancellations:

1. The City of Ontario may cancel the use of the Soccer Park or Concession facility when it is in the best interest and safety of users, which may include any of the following reasons:
 - a. City engaged in maintenance work.
 - b. When the health and safety of participants are threatened due to dangerous conditions.
 - c. Criminal Activity
 - d. Any paid reservations canceled by the City will result in a rescheduled reservation, credit for future use, or refund of the reservation fee (does not include the processing fee).
 - e. Groups will be allowed a 15 min grace period before and after their scheduled time.

E. PARKING

1. The user organization must ensure that all participants and spectators utilize the designated parking area.
2. Public vehicles are not permitted on the playing fields. Any user organization found in violation of this policy shall result in termination of field use permit and may result in payment for damages incurred.
3. User organizations are not permitted to charge parking fees for their event.

F. PUBLIC ADDRESS SYSTEM USE

1. It is unlawful for any person or group to use any system for amplifying sound, whether for speech or music without first securing an exclusive use permit for such purpose. Amplified sound shall mean any sound projected and transmitted by electronic equipment, including amplifiers, but not including standard battery-operated radios, automobile radios, and tape cassettes when used and heard only by

the occupants of the vehicles in which the automobile radio or tape cassette is installed. Municipal Code – 10-1.19 and 10-1.01

2. Amplified sound equipment will be allowed in the Soccer Park, but limited to public address (P.A.) systems, stationary portable components, and bull horns which are subject to the following conditions:
3. Any use of sound, music or public address must be included on the soccer field reservation form.
4. Direction of sound from the P.A. system speakers will be toward spectators and/or bleacher areas.
5. All P.A. systems used for the Soccer Park must pertain to the game being played or the award ceremony. No play-by-play announcing will be permitted.
6. Failure to comply with the above requirements by user groups shall result in one of the following:
7. First Offense – Verbal warning followed by written communication.
8. Second Offense – Loss of permit to utilize P.A. system.

G. CONCESSION FACILITY USAGE POLICY FOR ONTARIO SOCCER PARK

1. The concession facility is available for reserved use. User group organizations shall comply with the following:
 - i. Applicant will complete a City reservation form and indicate the concession facility request. Concession facility information is in addition to soccer field use since times may differ for set-up and clean-up.
 - ii. No year-round reservations will be issued.
 - iii. Organizations using soccer park concession facility shall have a permit issued by the San Bernardino County Environmental Health Services (SBEHS) to serve prepackaged food and certain other products. All food service shall comply with all guidelines of the SBEHS before implementing changes.

- iv. The user organization is responsible to purchase their own supplies and equipment to operate the concession facility to SBEHS and City standards.
- v. Equipment – The City will provide only the structure and existing amenities provided in the concession facility. The City does not assume any liability for the equipment at any time during its use or storage in the Concession facility.
- vi. Cleaning and Repairs – The concession facility must be cleaned and always maintained. User organization shall complete and sign the Facility Maintenance Checklist and submit it to soccer park staff for signature at the conclusion of their reservation. If the concession facility is not adequately cleaned at the conclusion of the checklist inspection, the user shall be subject to the loss of the facility/security deposit. Any damages incurred during use may result in additional fees being billed to the user to cover any additional cost incurred by the City.

H. VENDOR USAGE POLICY FOR ONTARIO SOCCER PARK

1. Applicant will complete a City reservation form and indicate vendor request. Applicant's responsibility to notify vendors of requirements needed.
2. A maximum of 8 vendors will be permitted. No year-round reservations will be issued.
3. Food vendors cooking on site must use a grill/stove. No open flame bar-b-que will be permitted.
4. Food vendors must have a portable fire extinguisher present in the cooking area.
5. Food vendors must cover flooring under the stove and surrounding area to prevent grease splatter from landing on the floor. The vendor is responsible for cleaning up the area at completion.
6. All vendors set up must take place on the quad north of the concession facility between picnic areas.
7. Vendors using the soccer park facility shall have a permit issued by the San Bernardino County Environmental Health Services (SBEHS) to

serve prepackaged food and food handlers permit. All food service shall comply with all guidelines of SBEHS before implementing changes.

8. Vendor shall obtain a City of Ontario business license, purchased at the Business License Department at 200 N. Cherry. Contact number (909) 395-2022.
9. Vendors are required to provide a minimum of \$2 million per occurrence and \$4 million general aggregate Comprehensive Personal Liability and Property Damage Insurance Policy. The City of Ontario must be named as an additional insured on the policy.
10. Proof of the policy must be mailed, emailed, or delivered to the Recreation and Community Services Department prior to being given authorization.
11. All required documents must be submitted to the Recreation and Community Services Department no later than 1 week prior to scheduled event.

I. ORGANIZATION BYLAWS

1. All organizations requesting the Soccer Park must provide verification of Bylaws used according to Cal South or a similar governing body listed below prior to being given authorization by the Recreation & Community Services Department.
 - i. Federation International Football Association (FIFA)
 - ii. United States Soccer Federation (USSF)
2. All organization officials must be certified and tested in accordance with USSF or an equally recognized organization.
3. Officials must maintain a 7-grade level or higher in accordance with USSF Standards.

XXVI. ATHLETIC FIELD LINING/MARKING

- A. Lining natural grass fields shall be the responsibility of the user organization.
- B. Lining of soccer fields with chalk is not permitted.
- C. Burning of lines on soccer fields is not permitted.

D. GRASS FIELDS ONLY may be lined with one of the city-approved biodegradable paints as listed below:

1. Premium – inverted aerosol manufactured by Score or similar.
2. Pro-Stripe – inverted aerosol manufactured by J.C. Whitlam or similar.

E. **Any user organization failing to comply with the guidelines listed above shall pay for all damages to City of Ontario athletic field and the Ontario Soccer Park resulting in termination of field use permit.**

XXVII. FIELD PREPARATIONS

A. The City contracts with a private company to prepare fields for baseball, and softball use in the event that it is needed.

B. If field preparation is required by an organization, the organization must request the services from the City of Ontario at an additional rate per field, a minimum of seven (7) days prior to the field prep date.

C. On-going field preparation throughout the day for tournaments is available. Please ask for more details.

D. Organizations have the option to prepare their own fields.

1. Organizations can use a hand drag(s) or a slow-moving tractor, while maintaining a high moisture level to reduce dust. Organizations must make every effort to reduce dust.
2. When dragging infields, organizations must make every effort to maintain a
3. minimum of 18” from any edge to reduce berm build up or damage to fencing.
4. When dragging is complete, the drag must end on a high impact zone to help reduce low spots. The drag must never come in contact with the grass when dragging is finished.
5. When chalking/painting lines, organizations must make every effort to string lines prior to chalking/painting.
6. For soccer fields, orange paint must be used for short-sided fields and white paint must be used for regulation-sized fields. No other color is permitted.

7. If applying a drying agent, only Turface Quick Dry agent shall be used (no cat litter)
- E. Organizations must refrain from activity during inclement weather to prevent potential damage to athletic fields.

XXVIII. INCLEMENT WEATHER

- A. The City of Ontario reserves the right to cancel or suspend approved reservations for games, practices, and other usages based on inclement weather. Usage may also be canceled or suspended if prolonged rainy weather has rendered sports fields in a vulnerable condition.
- B. After significant rain, the fields may be closed for 24-72 hours (depending on severity of rain).
- C. Users may request a refund or credit to reschedule, when fields are not playable. Rescheduling of games will be based on the availability of athletic fields.
- D. At all times, the City reserves the right to override the decision of any individual organization's representative if it deems any fields and facility at the athletic field to be unsafe for the participants or damaging to the synthetic/turf condition. This also applies even to dry days that may have been preceded by day(s) of heavy wet weather.
- E. The president or representative of the affected organizations will be contacted by the City or a designated representative by phone or in person if a field(s) will be closed down for games, practices, or other use.
- F. All organizations that use athletic fields will be held responsible for assisting the City in protecting their participants and fields during periods of rain or inclement weather. Organizations or individuals which do not comply with the items contained in this policy may have current and future field use reservations canceled and/or may be held liable for repair of the facility.

XXIX. DORMANCY SCHEDULE

- A. Dormancy schedules have been established by the City for its athletic fields to allow time for the fields to be restored following seasonal use by sports groups. This is subject to revision when deemed necessary by the City of Ontario.
- B. User groups will be notified as soon as possible of these closures to have the least amount of impact on programming.

XXX. BANNERS & TEMPORARY SIGNS

- A. A Temporary Sign Application is required for any banner or temporary sign at City parks. The application must be approved by the City of Ontario prior to posting.
- B. Banners, less than 8' x 8', can be displayed during the organization's permit time, but must be taken down immediately after the conclusion of permit time.
- C. Advertising banners, such as registration banners or informational banners, shall be on display a maximum of fourteen (14) calendar days per event per year (per Community Development Temporary Sign Application).

XXXI. VOLUNTEERS

- A. In accordance with California State Law (Chapter 2.7. Community Youth Athletic Programs [18900-18900.]) organizations shall ensure that all volunteers in contact with minors have been screened and have passed a criminal background check.

XXXII. PROCESS FOR OBTAINING AN ATHLETIC FIELD PERMIT

- A. To obtain an athletic field permit, the following must be completed:
 - 1. Submit a completed Athletic Field Use Application along with team rosters, a valid Certificate of Liability Insurance (see Section 19 for insurance requirements), and proof of non-profit status (if applicable). Applications must be submitted by the deadlines listed in Section 9 of this User Guide.
 - 2. City of Ontario staff will review your application for accuracy.
 - 3. City of Ontario staff will place your application in the order of priority based on the user group category listed in section 5.1 (General Provisions, Categories) of this guide.
 - 4. City of Ontario staff will then allocate field space based on priority and availability.
 - 5. Staff will then calculate fees based on your request, category designation, and field availability.
 - 6. Staff will contact you to review rules and regulations, fees, and to sign the permit.

7. Once a permit is granted, fees can be paid monthly by the 15th (or Subsequent business day) of the previous month. For one day events, or
8. tournaments, fees are due in full 14 days prior to the event or tournament date.
9. To avoid disputes with any user group, the permit should be carried at all times while on the fields.

XXXIII. SPECIAL EVENTS

- A. Non-sports related events are not allowed on athletic fields. The following events are not permitted on any athletic field: ceremony, carnival, car shows, craft fairs, promotional events, health fairs, boutiques, exhibition pageant, or similar events unless authorized by the Director of Recreation & Community Services Department.
- B. The following are examples of special events that are allowed on athletic fields:
 1. 1K, 5K, 10K, fun runs
 2. Community/family gatherings
 3. Picnics or gatherings with an estimated attendance of more than 100 people
 4. Sports tournaments
 5. Sports League Opening Day Ceremonies
 6. Sports League Awards Ceremonies
 7. Sports clinics with an estimated attendance of 100 people or more
- C. Vendors
 1. A vendor is a person, group, team or organization selling, distributing information, soliciting future sales, marketing, fundraising or providing giveaways.
 2. All vendors must have a valid City of Ontario business license.
 - i. Vendors that do not have a City of Ontario business license, may apply for a one-day vendor permit through the Business Licensing Division of the Finance Department at City Hall.

- ii. One-day vendor permits are available for purchase at the Business License Division located at City Hall. For more information on one-day business licenses, please contact (909) 395-2022.
- 3. Vendors must be insured.
 - i. Vendors can provide their own Certificate of Liability Insurance or be added to the event organizers Certificate of Liability Insurance as additionally insured.
- 4. Food vendors must provide a copy of their San Bernardino health permit and CA sellers permit.
- 5. Vendors must be set-up three (3) feet from the edge of sidewalks/driveways.
- 6. Cords must be covered with mats or cable covers.
- 7. Vehicles for unloading are only allowed on concrete sidewalks or driveways (vehicles must stay off greens spaces unless authorized). After unloading, vehicles must be moved to a designated parking lot.
- 8. All vendors should be set-up a minimum of one (1) hour prior to event start time.
- 9. Permits must be displayed on event day.
- 10. Vendors can set-up a tent/canopy no larger than 10' x 10'. A tent/canopy larger than 10' x 10' requires approval by the Director of Recreation & Community Services Department, inspection by the Ontario Fire Department of the canopy and flame retardant certificate.

XXXIV. PROCESS AND REQUIREMENTS FOR TOURNAMENTS

- A. If the special event occurs at any City park, the special event application must be submitted to the Community Development Department, Planning Division at City Hall.
- B. To obtain a Special Event Permit:
 - 1. Complete and submit a Special Event Application and submit to the Planning Division.

2. Complete and submit an Athletic Field Use Application (Due 90 days prior to event date).
3. Submit processing fee and security deposit (Due 60 days prior to event date).
4. Meet with Recreation & Community Services Staff to review event details (45 days prior to event date).
5. Submit a Certificate of Liability Insurance (See Section 19 for insurance requirements) (60 days prior to event date).
6. If a non-profit organization, submit proof non-profit status (60 days prior to event date).
7. Submit a plot plan of event layout (45 days prior to event date).
 - i. Plot plan should include: vendors, equipment, run routes, street/parking detours, generators, portable restrooms, etc.).
8. Submit a preliminary list of vendors (must be insured) (45 days prior to event date).
9. Submit final list of vendors and vendor booth fees and insurance to the Business Licensing Division of the Finance Department at City Hall (15 days prior to event date).
10. Submit final fees for fields (14 days prior to event date).
11. Submit a schedule of events (21 days prior to event date).
12. Have a final meeting prior to event with Recreation & Community Services Department staff (2-3 days prior to event date).

XXXV. WAIVER

- A. Applications shall be bound by all rules and regulations and all applicable ordinances of the City of Ontario. The violation of any of the above rules and regulations or falsifying any of the provisions of the application shall constitute grounds for immediate revocation of permission to use City facilities, loss of all previously paid fees, and shall constitute grounds for refusal of future permits to use City facilities. The applicant shall be liable for loss, damage, or injury sustained by the City or any person whatsoever by reason of negligence of the persons to whom such permit is issued. Applicant agrees to hold harmless and indemnify the City of Ontario from any and all liability for injury to persons or property occurring as a result of

the activity sponsored by the applicant. Said persons shall be liable to the City for any and all damage to parks, facilities, and buildings owned by the City, which results from the activity of applicant or is caused by any participant in said activity or spectator at said activity. Renter/Licensee signature on the rental permit contract indicates the understanding of the Policy Guidelines and Agreement. The City of Ontario reserves the right to change and/or cancel any reservation at any time resulting from a City event, program, and maintenance. WHEREAS, the City of Ontario has granted permission to the undersigned to use the facilities and WHEREAS, in consideration of the use of said facilities the undersigned is willing to hold the City of Ontario harmless and indemnify it against liability as described below. NOW THEREFORE, the undersigned hereby agrees as follows: That the undersigned shall fully indemnify, defend and hold the City of Ontario and its officials, officers, and employees harmless from any and all liability or anything done or omitted to be done by the undersigned in connection with the use of the facilities.

XXXVI. ACKNOWLEDGEMENT OF ATHLETIC FIELD USER GUIDE

- A. I have read and understood all rules, regulations, procedures and waiver of the Athletic Facility User Guide and will abide by its terms. I hereby take responsibility for my organization and will be responsible for informing my organization of all rules, regulations, and procedures of the Athletic Facility User Guide.

- B. Applications shall be bound by all rules and regulations and all applicable ordinances of the City of Ontario. The violation of any of the above rules and regulations or falsifying any of the provisions of the application shall constitute grounds for immediate revocation of permission to use City facilities, loss of all previously paid fees, and shall constitute grounds for refusal of future permits to use City facilities. The applicant shall be liable for loss, damage, or injury sustained by the City or any person whatsoever by reason of negligence of the persons to whom such permit is issued. Applicant agrees to hold harmless and indemnify the City of Ontario from any and all liability for injury to persons or property occurring as a result of the activity sponsored by the applicant. Said persons shall be liable to the City for any and all damage to parks, facilities, and buildings owned by the City, which results from the activity of applicant or is caused by any participant in said activity or spectator at said activity. Renter/Licensee signature on the rental permit contract indicates the understanding of the Policy Guidelines and Agreement. The City of Ontario reserves the right to change and/or cancel any reservation at any time resulting from a City event, program, and maintenance.

- C. WHEREAS, the City of Ontario has granted permission to the undersigned to use the facilities and WHEREAS, in consideration of the use of said facilities the undersigned is willing to hold the City of Ontario harmless and indemnify it against liability as described below. NOW THEREFORE, the undersigned hereby agrees as follows: That the undersigned shall fully indemnify, defend and hold the City of Ontario and its officials, officers, and employees harmless from any and all liability or anything done or omitted to be done by the undersigned in connection with the use of the facilities.
- D. The City of Ontario, in compliance with the Americans with Disabilities Act (ADA); does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs, events, or activities. Requests for accommodations and information regarding provisions of the ADA may be requested from Christopher Ponce at (909) 395-2509.

XXXVII. Appendix A – Available Facilities and Gymnasiums

Field	Usage Type	Park	Address
Soccer Field Full/1/2/3	Soccer Field (Lighted)	Anthony Muñoz Park	1240 W. Fourth St.
Softball Field West	Softball (Lighted)	Anthony Muñoz Park	1240 W. Fourth St.
Softball Field East	Softball (Lighted)	Anthony Muñoz Park	1240 W. Fourth St.
Soccer Field	Soccer (Lighted)	Bon View Park	1010 S. Bon View Ave.
Softball Field	Softball (Lighted)	Bon View Park	1010 S. Bon View Ave.
Major Field	Baseball (Lighted)	Bon View Park	1010 S. Bon View Ave.
Open Green Space	Special Event Field	Celebration Park North	4980 S. Celebration Ave.
Open Green Space	Special Event Field	Celebration Park South	2910 E. Merrill Ave.
Soccer Field	Soccer (Lighted)	De Anza Park	2014 S. Cypress Ave.
Softball Field	Softball (Lighted)	De Anza Park	2014 S. Cypress Ave.
Gymnasium	Basketball	De Anza Community & Teen Center	1405 S. Fern Ave.
Baseball Field 1	Baseball (Lighted)	Homer F. Briggs Park	2099 S. Oaks Ave.
Baseball Field 2	Baseball	Homer F. Briggs Park	2099 S. Oaks Ave.
Horse Arena	Horse Arena	Homer F. Briggs Park	2099 S. Oaks Ave.
Baseball Field	Baseball (Lighted)	Jay Littleton Ball Park	1076 N. Grove Ave.
Baseball Field	Baseball (Lighted)	John Galvin Park	1072 N. Grove Ave.
Softball Field	Softball (Lighted)	John Galvin Park	1072 N. Grove Ave.
West Field	Multi-Use	John Galvin Park	1072 N. Grove Ave.
Baseball Field	Baseball	Kimball Park	773 E. Walnut St.
Softball Field 1	Softball	Kimball Park	773 E. Walnut St.
Softball Field 2	Softball	Kimball Park	773 E. Walnut St.
Soccer Field	Soccer	Kimball Park	773 E. Walnut St.
Field	Soccer/Football	Ontario Motor Speedway Park	915 N. Center Ave.
Soccer Field 1	Soccer	Ontario Soccer Park	2200 E. Philadelphia St.
Soccer Field 2 Full/A/B	Soccer	Ontario Soccer Park	2200 E. Philadelphia St.
Soccer Field 3 Full/A/B	Soccer	Ontario Soccer Park	2200 E. Philadelphia St.
Soccer Field 4 Full/A/B	Soccer	Ontario Soccer Park	2200 E. Philadelphia St.
Soccer Field 5	Soccer	Ontario Soccer Park	2200 E. Philadelphia St.
Soccer Field 6	Soccer	Ontario Soccer Park	2200 E. Philadelphia St.
Soccer Field 7	Soccer	Ontario Soccer Park	2200 E. Philadelphia St.
Softball Field	Softball	Veterans Memorial Park	1259 E. D St.
Softball Field 1	Softball	Westwind Park	2455 E. Riverside Dr.
Junior Field 2	Baseball	Westwind Park	2455 E. Riverside Dr.
Major Field 3	Baseball	Westwind Park	2455 E. Riverside Dr.
Minor Field/Tot Field	Baseball	Westwind Park	2455 E. Riverside Dr.
Soccer Field North	Soccer	Westwind Park	2455 E. Riverside Dr.
Soccer Field South	Soccer	Westwind Park	2455 E. Riverside Dr.
Gymnasium (Full/West/East)	Basketball	Westwind Community Center	2455 E. Riverside Dr.
Volleyball (West/East)	Volleyball	Westwind Community Center	2455 E. Riverside Dr.

XXXVIII. Appendix B – Sample Certificate of Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

FOR EXTERNAL USE	Contact Name: _____	
	PHONE: _____	Fax: _____
	Email is helpful so we can reach out if changes are needed	
	INSURER(S) AFFORDING COVERAGE	
INSURER A: Company(s) must rate A VII or higher on AMBest		NAIC# Must Inc.
INSURED	INSURER B:	
Vendor Name (Name must be on agreement)	INSURER C:	
Vendor Address	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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 OTHER 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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSUR	INSUR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY				Policy number listed – Should be the same as on any endorsement		Not Exp	EACH OCCURRENCE	\$ 2,000,000*
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X					MED EXP (Any one person)	\$
								PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC							GENERAL AGGREGATE	\$ 4,000,000*
	Other:							PRODUCTS - COM/DP/AGG	\$
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000*
	<input checked="" type="checkbox"/> ANYAUTO							BODILY INJURY (Per person)	\$
	ALLOWED AUTOS		X	X				BODILY INJURY (Per accident)	\$
	HIRE AUTOS							PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB							EACH OCCURRENCE	\$
	EXCESS LIAB							AGGREGATE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							E.L. EACH ACCIDENT	\$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City of Ontario, it's directors, officials, employees, agents, and volunteers shall be named as additional insureds on the general liability policy per form(s) _____ and the auto liability policy per form(s) _____. (Additional insured Endorsements and waiver of subrogation **MUST** be Attached)
 *Limits shown are our minimum requirements, required limits may vary
Please refer to insurance requirements in the agreement
 Umbrella/Excess liability policies can be utilized to meet General and Auto liability limits
 IF CGL policy is project/location based, Project/location MUST be specified.
 Certificate holder **Must** be "City of Ontario"

<p>CERTIFICATE HOLDER</p> <p>"City of Ontario" ATTN: 303 East "B" Street Ontario, CA 91764</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE Must Be signed</p>
--	--

ACORD 25 (2010/05)

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THIS ENDORSEMENT CHANGES THE COVERAGE PART. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have a written agreement that such person or organization be added as an additional insured on your Coverage Part. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by:
 1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
 in the performance of your operations for an additional insured.
- B.** The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C.** The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
 1. The Limits of Insurance required by the written agreement between the parties; or
 2. The Limits of Insurance provided by this Coverage Part.
- D.** With respect to the insurance afforded to an additional insured, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.

Ontario Recreation
The City of Ontario, its directors, officials,
officers, employees, agents and volunteers
303 E. B Street
Ontario CA 91764

████████████████████
████████████████████
0539
SI8ML01152-201

11/19/2020
COMMERCIAL GENERAL LIABILITY
ECG 24 520 04 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – OTHER INSURANCE (PRIMARY NONCONTRIBUTORY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph a. Primary Insurance of 4. Other Insurance of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below, except that we will not seek contribution from any party with whom you have agreed in a written contract or agreement that this insurance will be primary and noncontributory, if the written contract or agreement was made prior to the subject "occurrence" or offense.

The City of Ontario, its directors, officials, officers, employees, agents and volunteers

ECG 24 520 04 02

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Page 1 of 1

[REDACTED]

11/19/2020

0539

COMMERCIAL GENERAL LIABILITY
ECG 24 522 04 02

SI8ML01152-201

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.


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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your operations or "your work" done under a written agreement that requires you to waive your rights of recovery. The written agreement must be made prior to the date of the "occurrence". This waiver applies only to the person or organization shown in the Schedule above.

ECG 24 522 04 02

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Page 1 of 1 

38494830 | 2020-2021 League Liability | Betty Williams | 11/19/2020 3:39:48 PM (EST) | Page 4 of 4
This certificate cancels and supersedes ALL previously issued certificates.

XXXIX. Appendix B – Field Use Application

Submitted

Date/Time Received	
Staff Initials	



CITY OF ONTARIO
RECREATION & COMMUNITY SERVICES
"CREATING COMMUNITY, ONE PIECE AT A TIME."

Field/Gym & Picnic Shelter Rental Application

Staff Input

Invoice Number	
Payment Date	

Step #1: Applicant Information

Organization Name (if applicable):				
<input type="checkbox"/> Private	<input type="checkbox"/> Non-Profit	<input type="checkbox"/> Government	<input type="checkbox"/> Other _____	
Name of Applicant _____				
Address: _____			City: _____	Zip Code: _____
Primary Phone: () _____		Alt. Phone () _____		
Email Address: _____			Estimated Event Attendance: _____	
Type of Event: _____				

Step #2: Requested Date/Time

Event Date:		Time:		am	TO	am
				pm		pm

Step #3: Park, Picnic & Athletic Facility (circle your selection)

Anthony Munoz Park	West Softball Field		East Softball Field	Soccer Field		
Celebration Park	Picnic #1 (N)	Picnic #2(N)	Picnic #3(N)	Picnic #4(N)	Picnic #5(N)	Picnic #6(N)
	Picnic #1(S)	Picnic #2(S)				
Cypress Park	Picnic					
De Anza Park	*Picnic		Softball Field	Soccer Field	Gymnasium	
Bon View Park			Softball Field	Soccer Field	Baseball Field	
Homer Briggs Park	*Picnic #1	*Picnic #2	*Picnic #3	HORSE ARENA	Baseball Field	#1 #2
Jay Littleton Ballpark	Baseball Field			Concessions Scoreboard		
John Galvin Park	Picnic #1	Picnic #2	Picnic #3	Softball Field	Baseball Field	
Kimball Park	Baseball Field	#1 #2	Softball Field	Soccer Field		
Motor Speedway Park	Field					
R. Jack Mercer Community Bandstand	BANDSTAND	ELECTRICITY (CIRCLE ONE)		Yes	NO	
Veteran's Park	Picnic		Softball Field			
Vineyard Park	Picnic #1	Picnic #2				
Westwind Park	*Picnic #1	*Picnic #2	Softball Field	North Soccer Field	Full Gym	Baseball Field
	*Picnic #3	*Picnic #4	Tennis Courts	South Soccer Field	Half Gym	#1 #2 #3
*Scorer's Table/Picnic Electricity Request:	Yes	No	Notes:			

Athletic Request

Field Lights: Yes No	Bases: Yes No	Volleyball Equipment: Yes No
Time On: _____	Time Off: _____	Scoreboard: Yes No
		Notes: _____

Step #4: Read guidelines on back page and sign below

I have read the Reservation Guidelines and Hold Harmless Agreement and understand that submission of this application does not constitute acceptance or approval.	
Signature: _____	Date: _____

Staff Use Only:

Insurance Required		Security Required		Reservation Fee	\$
Co-Supported/Sponsored		Special Event App.		Security Deposit	\$
Supervisor Date		Customer Contacted		Reservation Total	\$

Receipt Number/Additional Information: _____

XL. Appendix D – Ontario Soccer Park Field Application



City of Ontario
 Recreation and Community Services Department
 1265 S. Palmetto Avenue, Ontario CA 91762
 (909) 395-2020



APPLICATION FOR SOCCER PARK RESERVATION

Primary Applicant		
Name (last, first, middle)	Organization:	
Street Address:	Email:	
City & Zip Code:		
Home Phone:	Work Phone:	Cell Phone:
On-Site Supervisor		
Name (last, first, middle)	Organization:	
Street Address:	Email:	
City & Zip Code:		
Home Phone:	Work Phone:	Cell Phone:
Type of Activity: <input type="checkbox"/> Practice <input type="checkbox"/> Game <input type="checkbox"/> League <input type="checkbox"/> Tournament <input type="checkbox"/> Other _____		
Date(s) of Use:	Alternate Date(s):	
Time(s) of Use:	Alternate Time(s):	

** Please attach schedule of dates and times if more than two days are being requested.

<input type="checkbox"/> Group 1 City of Ontario sponsored and co-sponsored events.	<input type="checkbox"/> Group 3 ** Non-profit, civic, athletic, social organizations, churches and schools which are located and based in the City of Ontario and which their primary purpose is to provide a youth soccer program that is offered to all youth in the community. Tax ID # _____	<input type="checkbox"/> Group 4 Non-profit, civic, athletic, social organizations, churches and schools which are located and based in the City of Ontario and which their primary purpose is to provide a soccer program in the community.	<input type="checkbox"/> Group 5 Outside leagues/organizations and profit making businesses. (Not based in the City of Ontario)
<input type="checkbox"/> Group 2 City of Ontario approved AYSO leagues.			

** Residency Requirement: 80% of roster must be Ontario residents. Rosters must be submitted at time of application.

HOLD HARMLESS AGREEMENT

I, the undersigned, shall indemnify, defend, and hold harmless the City of Ontario and its officers, officials, employees and agents from and against any liability, loss, damage, expense, costs (including limitation costs and fees of litigation) of every nature arising out of or in connection with user's performance or work hereunder or its failure to comply with any of its obligations contained in this agreement, regarding use of said facility listed above, except such loss or damage which is caused by the sole negligence or willful misconduct of the City of Ontario.

I hereby, acknowledge that I am the agent of the above listed organization and I am authorized to sign this application and hold harmless agreement. I further acknowledge that I have read, understand and agree to comply with and enforce all policies as stated within the City of Ontario Soccer Park Policy Manual.

I understand that submission of this application does not constitute acceptance or approval. (please initial)

Signature of Applicant: _____ Date: _____

FOR OFFICE USE ONLY	
Date Received:	Initials:

FIELD/CONCESSION RESERVATION

Please check fields/concession facility you are requesting:

Field #7	Field #6	Field #5	Field #4	Field #3	Field #2	Field #1
<input type="checkbox"/> Full Field 7	<input type="checkbox"/> Full Field 6	<input type="checkbox"/> Full Field 5	<input type="checkbox"/> Full Field 4	<input type="checkbox"/> Full Field 3	<input type="checkbox"/> Full Field 2	<input type="checkbox"/> Full Field 1
<input type="checkbox"/> Half 7A	<input type="checkbox"/> Half 6A	<input type="checkbox"/> Half 5A	<input type="checkbox"/> Half 4AB	<input type="checkbox"/> Half 3AB	<input type="checkbox"/> Half 2A	<input type="checkbox"/> Half 1A
<input type="checkbox"/> Half 7B	<input type="checkbox"/> Half 6B	<input type="checkbox"/> Half 5B	<input type="checkbox"/> Half 4CD	<input type="checkbox"/> Half 3CD	<input type="checkbox"/> Half 2B	<input type="checkbox"/> Half 1B
			<input type="checkbox"/>	<input type="checkbox"/>		
			<input type="checkbox"/>	<input type="checkbox"/>		
			<input type="checkbox"/>	<input type="checkbox"/>		
			<input type="checkbox"/>	<input type="checkbox"/>		

Game/Tournament Set Up - Time: _____ Date: _____

Concession Facility - Start Time: _____ End Time: _____

Will you be using a PA System?

Additional Notes:

FOR OFFICE USE ONLY

DESCRIPTION	FEE	PERMIT NUMBER	DUE DATE	DATE PAID	BALANCE DUE	RECEIPT NUMBER
Processing Fee	\$25					
Facility Deposit Fee - 25%						
Field/Facility Rental Fee	1.	1.	1.	1.	1.	1.
	2.	2.	2.	2.	2.	2.
	3.	3.	3.	3.	3.	3.
	4.	4.	4.	4.	4.	4.
Facility/Security Fee (\$350/\$50 per field)						
Concession Rental Fee						
Concession Deposit	\$100					
Vendor Permit Fee (8 max)	\$40/ea					
Non-resident Fee						
Total						

Co-sponsored Event? Applicant Notification: - Date: _____ Initials: _____

City Manager's Approval/Date: _____ Supervisor's Approval/Date: _____

Organization By-Laws Received: _____ CONCESSION FACILITY

Copies	Parks	Insurance Received: <input type="checkbox"/>	SB County Health Permit Received? <input type="checkbox"/>
	Police		Date: _____ Initials: _____
		Date: _____ Initials: _____	Permit # _____

XLI. Appendix E – LIABILITY WAIVER, HOLD HARMLESS, AND ASSUMPTION OF RISK



LIABILITY WAIVER, HOLD HARMLESS, AND ASSUMPTION OF RISK:

I give my permission for the above-listed person to participate in the above-listed activity ("Activity") being sponsored by the City of Ontario ("City"). I certify that the participant(s) is/are in good health and do not have any communicable diseases or illnesses, including COVID-19. I/We understand that participation in the Activity exposes me/us to the risk of personal injury, death, communicable diseases, illnesses, viruses, and/or property damage. I/We acknowledge we voluntarily are participating in this Activity and assume such risk.

The novel coronavirus, COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, many governments and health agencies have recommended at various times social distancing and prohibited the congregation of groups of people. Although the City may follow applicable COVID-19 safety protocols, I understand that there is no guarantee that I will not become infected with COVID-19 by participating in the Activity and that my participation in the Activity may increase my risk of contracting COVID-19. By signing below, I acknowledge the contagious nature of COVID-19 and other communicable diseases and voluntarily assume the risk that I may be exposed to, or infected by COVID-19 by participating in the Activity, and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

I, for myself, my heirs, administrators, executors, distributees, guardians, legal representatives, and assigns hereby waive, release, and discharge any and all claims or right to claims, and agree not to sue for damages for any legal or equitable remedies, including but not limited to bodily injury or damage or loss of personal property which may have, or which may hereafter occur to me as a result of my/his/her/their participation in said Activity. This release is intended to discharge in advance the promoters, sponsors, employees, officials, and any involved municipalities or other public entities and each of their officials, officers, employees, volunteers, and agents (the "Releasees") from and against any and all legal or equitable liabilities which may arise out of the active or passive negligence or carelessness on the part of the Releasees. I/We understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

This release includes any unknown claims related to my/his/her/their participation in said Activity and I/We hereby expressly waive any and all rights that I/We have under California Civil Code Section 1542. Section 1542 of the California Civil Code provides:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

I/We, for myself, my administrators, executors, distributees, guardians, legal representatives, heirs, and assigns, hereby agree to INDEMNIFY, DEFEND, AND HOLD HARMLESS the Releasees from any and all claims, demands, actions or suits, in law or in equity, damages, injuries, or losses, including attorneys' fees, arising out of or in connection with my/his/her/their participation in said Activity.

Additionally, the above registered participant(s) give permission to the City to be photographed or videotaped, and to use such photos or videos in the promotion of City sponsored events.

I HAVE CAREFULLY READ THIS WAIVER, HOLD HARMLESS, AND ASSUMPTION OF RISK AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT OF MY OWN FREE WILL.

Participant Name _____

Parent/Guardian Name (for participants under the age of 18) _____

Signature _____ **Date** _____

City of Ontario Recreation & Community Services Department
www.OntarioCA.gov/Recreation • (909) 395-2020 • RecreationInfo@OntarioCA.gov

XLII. Appendix F – Ontario Soccer Park Options and Fees

Every Field Section includes goal. No additional fees for lights or goals.
For more information, please contact Ontario Soccer Park contact information at (909) 395-2388.

Additional Fees

Processing Fee:
Non-Refundable \$25.00

Cancellation Fee:
25% of Field/ Facility Fee

Deposits (Refundable):
Facility/ Security
\$350.00/\$50 per field
Concession
\$100.00

Vendor Permit:
\$40.00 per vendor (8 max)
-Business license required
-Food vendor; County Health permit required

Concession Rental:
Full Day - \$350.00
Half Day - \$175.00
Hourly - \$30.00

Residency Requirement:
80% of roster/ league are Ontario Residents

Field # 1

Hourly Reservation	
Full Field 1	\$35.00
Hourly Non-Reservation	
Full Field 1	\$45.00

Field # 2

Hourly Reservation	
Full Field 2	\$85.00
Half 2A	\$42.50
Half 2B	\$42.50
Hourly Non-Reservation	
Full Field 2	\$115.00
Half 2A	\$57.50
Half 2B	\$57.50

Field # 3
Synthetic

Hourly Reservation	
Full Field 3	\$85.00
Half 3A	\$42.50
Half 3B	\$42.50
Hourly Non-Reservation	
Full Field 3	\$115.00
Half 3A	\$57.50
Half 3B	\$57.50

Field # 4
Synthetic

Hourly Reservation	
Full Field 4	\$85.00
Half 4A	\$42.50
Half 4B	\$42.50
Hourly Non-Reservation	
Full Field 4	\$115.00
Half 4A	\$57.50
Half 4B	\$57.50

Field # 5

Hourly Reservation	
Full Field 5	\$50.00
Hourly Non-Reservation	
Full Field 5	\$70.00

Field # 6

Hourly Reservation	
Full Field 6	\$50.00
Hourly Non-Reservation	
Full Field 6	\$70.00

Field # 7

Hourly Reservation	
Full Field 7	\$35.00
Hourly Non-Reservation	
Full Field 7	\$45.00