

Rincon Sports Park Facilities Rental Policy and Procedures



Policy No: GSP300
Effective Date: 10/2009

1. Purpose:

- 1.1. The purpose of this policy and procedure is to provide management, employees and Tribal Members an understanding of their responsibility when requesting to rent and or use the Rincon Sports Park Facilities.

2. Responsibility:

- 2.1. The Recreation Manager, or his/her designee, is the owner of this procedure and is responsible for its maintenance and implementation. The Recreation Manager is also the process manager.

3. Policy:

- 3.1. In order to use the Rincon Sports Park Facilities, the "renter" will need to contact the Recreation Manager for reservations and/or availability. Must be 21 years or older.
- 3.2. An application will need to be filled out by the "renter" and a deposit will be collected. The facility will be toured by the Recreation Staff and "Renter" before the event. Pictures will be taken before and after the event to establish the damage deposit and cleaning fee refund.

3.3. Deposits

Ball Field (each) includes Restrooms

	<u>Rental Fee*</u>	<u>Damage Deposit</u>	<u>Cleaning Fee**</u>
<u>99 or less people</u>			
Member	\$ 200	\$ 500	\$ 250
Non-Member	\$ 300	\$ 500	\$ 250
<u>100 people or more</u>			
Member	\$ 300	\$ 500	\$ 350
Non-Member	\$ 400	\$ 500	\$ 350
<u>Announcers Booth (each)</u>			
Member	\$ 100	\$ 200	\$ 250
Non-Member	\$ 150	\$ 200	\$ 250

* Includes Water Feature

** Refundable, if not used

<u>Lights</u>	Field 1 - \$ 32.00 per hour
	Field 2 - \$ 32.00 per hour
	Field 3 - \$ 22.00 per hour

Concession Stand (each) – Operated by All Tribes Charter School and Head Start Staff at \$20 per hour.

Supervision Charge - \$ 20.00 per hour

- 3.4. Returned checks will be subject to a \$50.00 charge.
- 3.5. The deposit will be refunded in a two (2) week time period, provided facility is left clean and undamaged.
- 3.6. The “renter” will be responsible for leaving the building/premises in the same manner it was rented in.
- 3.7. The “renter” will be responsible for any damage done to the facility. If damages exceed the deposit, renter will be responsible to pay the balance. (Tribal Members who damage the facilities will have the option to pay the damages or have them deducted from their per capita.)

4. Conditions for Use:

- 4.1. Supervision of any and all activities is the responsibility of the “renter”.
- 4.2. An employee will be assigned to the facility on the day of event to assure proper access and use of facilities.
- 4.3. Rules and regulations of the facilities are enforced as to any and all guests of the renter and any uncooperative persons conducting themselves in a disruptive manner will be removed from the premises immediately.
- 4.4. “Renter” will notify the Recreation Manager, in writing, of any premise defects or hazardous conditions or circumstances identified at the end of the joint inspection tour.
- 4.5. “Renter” shall not permit any construction or alteration of any buildings or facilities which has not been expressly approved in writing.
- 4.6. “Renter” shall be responsible for any damage resulting from use of the facilities and other portions of the facilities caused by the “renter”, renter members or renter’s invitees.
- 4.7. No keys will be issued to the “renter”. The “renter” must make arrangements with the Recreation Manager to set up an open and close time for the facilities.

5. Concession Stands:

The concession stands will be operated by the All Tribes Charter School and Rincon Head Start.

6. Alcohol:

- 6.1. No sales of alcoholic beverages are permitted on, in or at the concession stand.
- 6.2. "Renter" shall ensure compliance with state law for the consumption of alcohol.
- 6.3. Minors shall not be permitted, under any circumstances, to consume alcohol in or on the Rincon Sports Park Facilities.

7. Trash:

- 7.1. All trash must be picked up and placed in proper trash cans.
- 7.2. All trash must be taken to dumpsters.
- 7.3. Trash includes concession stand, ball fields, parking lot and surrounding grass areas.

8. Parking:

- 8.1 Parking is limited to first come, first serve.
- 8.2 If a vehicle is parked in a place other than a designated parking area, vehicle is subject to being tow at owner's expense.
- 8.3. Do not park in driveway at anytime.
- 8.4. Do not leave vehicle anywhere on the grass. Owner will be charged damage fee(s).
- 8.5. Do not park on concrete or sidewalks.
- 8.6. Do not park in front of gates or trash dumpsters.
- 8.7. Park only in designated parking areas.

9. Restrooms:

- 9.1. The Utilities Department will supply paper supplies and some cleaning supplies for the restrooms.
- 9.2. It is the "renter's" responsibility to maintain the restrooms.
- 9.3. It is the "renter's" responsibility to stock the restrooms at the end of each day and as needed during event.

9.4. It is the “renter’s” responsibility to make sure the trash is removed each day.

9.5. It is the “renter’s” responsibility to make sure restrooms are left clean.

10. Announcers Booths:

10.1 No smoking or alcoholic beverages allowed in booth.

10.2 Must be cleaned and trash removed.

10.3 Be sure all equipment is left in working condition.

11. Closure:

The Rincon Indian Reservation has the right to close all or any portion of the facilities, with or without notice.

12. Fees and Costs of Usage

12.1. Rincon has the right to review the costs of operating this Facility, including electricity needs, propane needs and maintenance costs and may make adjustments as approved by the Recreation Manager. The Recreation/Utilities Managers shall use their best efforts to recommend any increases in fees during the annual budget for cost increases directly attributable to the operation and maintenance of the facilities.

12.2. A refundable deposit, as stated in 3.5, will be assessed, with a non-refundable amount of \$50.00. The refundable deposit will be returned when the Recreation/Utilities Managers have inspected the facility to make sure nothing was damaged and the area was left clean.

13. General Rules

13.1. Clean up is done day/night of the event.

13.2. Music must be turned off by 10:00 p.m., unless approved in writing.

13.3. All personal property must be removed at time of clean-up.

13.4. Decorations must be taken down and removed upon the end of event.

13.5. DO NOT attach anything to the acoustical panels or railings.


13.6. NO CANDLES or OPEN FLAMES at any time.

14. Deposit Rules

In addition of the rental fees, all rental groups will be charged a separate damage and cleaning deposit for each facility rented.

Automatic forfeiture of the deposit will occur under the following conditions:

- 14.1. Smoking in building.
- 14.2. Use of fog/smoke machines in buildings.
- 14.3. Use of rice, birdseeds, glitter, confetti, dance wax, cornmeal or other substances in buildings.
- 14.4. Setting off false alarms (which is illegal and criminal charges may be filed).
- 14.5. Disturbance of the peace (playing music too loud, honking horns, unruly behavior).
- 14.6. Damage to the facility itself, equipment, furnishings, or decorations, including damage from the attachment of banners, posters, streamers, signs, etc.
- 14.7. Excess trash left in the building or on the property.
- 14.8. Failure to clean up the facility by the designated time.
- 14.9. The required summons of additional police officers due to the behavior of the participants.

Approved: <u></u>	Date: <u>10-22-09</u>
Tribal Administrator	
Effective Date: <u>10-22-09</u>	Approved Date: <u>10-22-09</u>



APPLICATION FOR RINCON SPORTS PARK FACILITIES USE

Please read the policies and procedures portion of this application on the reverse side before completing this application. Type or use pen and print only.

APPLICATION REQUEST:

Name of Facility _____ Purpose _____

Concession Stand (Circle) 1 2 Ball Field (Circle) 1 2 3 Announcers Booth (Circle) 1 2
(Concession Stand #2 goes with Ball Field 1 & 2 and Announcers Booth #1)

Day and Date of Activity _____

Set-Up Time _____ Start Time _____ End Time _____ Tear Down Time _____

Number of guests in attendance _____ Youth (ages 18 & under) _____ Adults _____

APPLICANT INFORMATION:

Name of Applicant _____

Contact Name _____ Phone Number _____

Address _____ City _____ Zip _____

Email Address _____ Cell Number _____

ADDITIONAL INFORMATION:

NO sports equipment available. Alcohol present _____ Additional tables and chairs _____ If so, how many _____

INDEMNIFICATION:

In so far as it is legally authorized, user will at all times protect, indemnify and defend Rincon Reservation against any and all loss, cost, damage or expense arising from any incident or other occurrence to persons or property on or about Rincon Reservation's property which occur while user has control of the Rincon Reservation's property.

Applicant's Signature _____ Date _____

SPACE BELOW IS FOR RINCON RECREATION DEPARTMENT USE ONLY

Application approved _____ Date _____
 Rincon Recreation Representative Signature/Title _____

Announcers Booth	Rental Fee \$ _____	Deposit \$ _____	Member / Non-Member
Ball Field 1	Rental Fee \$ _____	Deposit \$ _____	Member / Non-Member Under/Over 100 People
Ball Field 2	Rental Fee \$ _____	Deposit \$ _____	Member / Non-Member Under/Over 100 People
Ball Field 3	Rental Fee \$ _____	Deposit \$ _____	Member / Non-Member Under/Over 100 People
Concession (each)	\$20 per hour	Hours _____	
Staff	\$20 per hour	Hours _____	
Batting Cages	\$10 per hour	Hours _____	
Lights	Field 1 \$32 per hour _____	Hours _____	
	Field 2 \$32 per hour _____	Hours _____	
	Field 3 \$22 per hour _____	Hours _____	

Amount Due \$ _____ Check Number _____ Damages charged \$ _____ Cleaning Fee Refundable Yes / No

Refundable Deposit Returned _____ Check # _____ Date _____

All checks are to be made payable to Rincon Band of Luiseño Indians

COPY OF APPLICATION MUST BE ON SITE AT ALL TIMES

White – File Yellow – Recreation Pink – Tribal Law Goldenrod - Applicant

RINCON SPORTS PARK FACILITIES RENTAL POLICIES AND PROCEDURES

1. Applications to utilize the Rincon Sports Park Facilities must be made on forms provided by the Rincon Recreation Department and submitted not less than 30 days, nor more than 180 days prior to the date of proposed activity/event. Authorization for use requested less than 30 days prior to usage may be granted at the discretion of the Rincon Recreation Department or by the Tribal Administrator.
2. The Rincon Recreation Department may refuse to reserve or may cancel any applications for due cause. Written notice of refusal or cancellation with appropriate explanation will be provided by the Rincon Recreation Department and will be submitted to applicant no later than 7 days prior to the activity/event. Rincon Tribal Funeral Services, wakes, other traditional ceremonies and Tribal meetings will hold precedence over any activity/event occupying the same day.
3. As stated on application, a deposit must be paid within 7 business days of notification of approved application. Rincon Band of Luiseño Indians reserves the right to increase the cost of usage of facility due to maintenance costs and utility costs.
4. The remaining balance of assessed rental fees, special fees and deposits related to using the Rincon Sports Park Facilities must be paid within 21 days prior to the scheduled activity/event.
5. Usage of the Rincon Sports Park Facilities must be made within allotted permit time. Permit time schedules and charges must include set-up and clean-up time. Permit will be considered cancelled and fees retained if user is not at the designated facility 15 minutes after the start time for which applied.
6. The Rincon Sports Park Facilities may not be reserved on the following days: Indian Day, Rincon Fiesta Days, New Year's Day, Christmas Eve, Christmas Day and Sundays.
7. No activity will be permitted which violates the Rincon Tribal Peace and Security Ordinance. Applicants must adhere to tribal policies and procedures while using the Rincon Sports Park Facilities.
8. Applications will not be accepted by anyone under the age of 21 years. Youth groups must have an adult sponsor that guarantees the observance of all policies and procedures for use of the Rincon Sports Park Facilities. In addition, a minimum of 1 adult per 15 young people is required at the activity. Youth activities/events will need to be completed no later than 10:00 pm., unless approved by Tribal Council.
9. Applications submitted for youth oriented activities will not be permitted to have alcohol on the premises.
10. Events selling alcoholic beverages must obtain the appropriate Alcoholic Beverage Control (ABC) permit no later than 21 days prior to activity or event. If a proper permit is not obtained activity/event is subject to 1) cancellation and fees will be retained by the Band or 2) elimination of alcohol.
11. Any activity/event serving or selling alcohol will need to provide private security at the expense of the applicant. If security is not arranged by the start of the activity you must 1) eliminate alcohol or 2) cancel activity/event and fees will be retained by the Band.
12. No alcohol is allowed on the premises of the Rincon Sports Park Facilities while youth oriented activities are taking place. If alcohol is present activity/event will be cancelled and Rincon Tribal Security and Valley Center Sheriff will be contacted.
13. User's will be responsible for all damage, and must leave the Rincon Sports Park Facilities in the same general condition as received. The area outside the building is included in this responsibility. Therefore, before the start of the activity/event, a tribal representative will inspect with the applicant the condition of the Rincon Sports Park Facility.
14. The Rincon Sports Park Facility may not be altered or changed without written approval from the Rincon Tribal Council or the Rincon Tribal Administrator. Signs or decorations to be affixed to the building or fences must have prior approval. Nails, tacks and any device which makes a hole are not permitted. Only the use of tape and or string is allowed and must be properly disposed of after activity/event.
15. Skateboarding is only permitted in designated areas.
16. No donations may be solicited at any Rincon Sports Park Facility for causes not directly related to the activity in progress.
17. A representative of the Rincon Recreation Department shall be present during all hours of any activity.
18. In the event of a disagreement regarding the interpretation of policies and procedures governing the use of the Rincon Sports Park Facilities, patrons are to conform to the instructions of the Rincon Recreation Department representative in charge and report the incident to the Rincon Tribal Administrator in writing. The facility monitor will call the Rincon Tribal Security and Valley Center Sheriff for any reason deemed necessary within their judgment.
19. Smoking is prohibited at the Rincon Sports Park Facility, concession stand and announcers booth.
20. During rentals and or private reservations, the public will not be allowed into the facility areas that are under the rental/reservation agreement.
21. A \$35.00 non-refundable processing fee is required when application is submitted.

Signature of Applicant

Full Name (Printed)

Date