

City of Diamond Bar



Park, Athletic and Facility Use Policies and Procedures

*Adopted by the City Council
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Resolution No. 2006-47

Diamond Bar Community Services Department
21825 Copley Drive
Diamond Bar, CA 91765-4178

Diamond Bar Recreation Services: 909.839.7070

PARK, ATHLETIC AND FACILITY USE POLICIES AND PROCEDURES

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I. GENERAL INFORMATION

A. STATEMENT OF POLICY

The City of Diamond Bar, Community Services Department, coordinates the use of all City parks and athletic facilities available to organizations and the general public for cultural, social, and recreational activities and programs. The City attempts to accommodate all requests for use of City facilities with the limited amount of park space available. The continued increase in demand for use of park and athletic facilities makes it necessary to emphasize sharing in the use of facilities. The allocation of athletic facilities is determined at bi-annual facility organizational meetings of the user groups and the City, where cooperation is essential. These policies and procedures are designed to facilitate the safe, efficient and equitable use of City facilities.

The role of the City of Diamond Bar Parks and Recreation Commission is to provide input to the City Council and Community Services Department regarding policies and procedures for use of park facilities and operation of programs. The Commission works to ensure that the programs and facilities offered meet the needs of the community and that access to them is as economically feasible as possible. Fees, when charged, are used to offset public expenses to operate, maintain, supervise and administer the use of the park and athletic facilities.

The Commission is responsible for the initiation, review and recommendation of plans for the acquisition and improvement of park lands and facilities and to recommend program improvements or additions when necessary. The Commission takes into consideration present and future needs of the Community and recommends plans to meet those needs.

When making recommendations, the Commission considers the needs of the entire community, without bias toward special interest groups.

B. PARK AND ATHLETIC FACILITIES AVAILABLE

1. City-owned Parks

<u>PARK</u>	<u>ADDRESS</u>
Heritage Park	2900 S. Brea Canyon Road
Maple Hill Park	1355 S. Maple Hill Road
Pantera Park	738 Pantera Drive
Carlton J. Peterson Park	24142 E. Sylvan Glen Road
Ronald Reagan Park	2201 S. Peaceful Hills Road
Starshine Park	20839 Starshine Road
Summitridge Park	1425 Summitridge Drive
Sycamore Canyon Park	22930 Golden Springs Drive

2. Walnut Valley Unified School District Owned/City Operated Park

Paul C. Grow Park/Quail Summit Elementary - Quail Summit Drive & Highbluff Road

3. Pomona Unified School District Owned Facility

Lorbeer Middle School 501 Diamond Bar Boulevard

3. Facility Amenities

	Basketball Court	Baseball/ Softball Field	Tennis Court	Multi-Purpose Field
Heritage	1	1	0	1
Ronald Reagan	1	0	3	0
Maple Hill	1	0	3	0
Pantera	3	2	2	2
Paul C. Grow	0	2	0	1
Peterson	0	2	0	2
Summitridge	0	1	0	1
Sycamore Canyon	0	1	0	1

C. DEFINITIONS

Diamond Bar based Non-profit Organization – An organization whose primary mailing address is in Diamond Bar and 60% or more of its members/participants are residents of Diamond Bar. A team that is part of a non-profit organization and is comprised of 60% or more members/participants that are residents of Diamond Bar also qualifies as a Diamond Bar based Non-profit Organization.

Diamond Bar Resident – A person who resides within the city limits of the City of Diamond Bar. Residency can be verified with a driver's license, state issued I.D. card or utility bill.

Hazardous Activities - Any activity that is defined by the State of California, the City's insurance provider or Risk Manager to be hazardous.

User Groups - Qualifying non-profit youth or adult athletic organization that use athletic facilities for seasonal use.

One-Time User – Any person, company or organization that requests use of a park, or portion thereof, for a single day of use.

D. QUALIFYING USER GROUPS - DESCENDING ORDER OF PRIORITY

Group A - City of Diamond Bar sponsored activities.

Group B - Diamond Bar based, certified non-profit, youth and adult athletic organizations, and civic, service or fraternal organizations who conduct community events and/or programs open to the general public, in which the total number of members/participants is not less than 60% Diamond Bar residents. Proof of non-profit status must be submitted and on file prior to scheduled use. Proof of residency may be requested by the City of Diamond Bar at any time.

Group C – Diamond Bar residents, Diamond Bar sports organizations, and Diamond Bar resident non-profit adult sports organizations in which the total number of members/participants is less than 60% Diamond Bar residents.

Group D - Diamond Bar residents' non-commercial functions and/or activities not open to the general public.

Group E - Diamond Bar based commercial, industrial or professional groups, using the facility for a non-profit purpose.

Group F- Other tax-supported public agencies.

Group G - Non Diamond Bar residents or commercial groups.

The private commercial use of City Parks for profit and private gain is prohibited. Qualifying User Groups that conduct fundraising tournaments, clinics or other peripheral events must receive 100% of the earned funds from the participants of the event and pay for all expenses through the organizations's regular debt process. Otherwise, the event will be considered a private commercial use of City parks for profit and private gain and will be prohibited.

Note – Use of a tennis court for private or semi-private lessons for a fee (up to two students with one instructor) shall not be considered a private commercial use within the meaning of this policy.

II. RESERVATION POLICIES AND PROCEDURES

A. PARKS/PICNICS

Requests to reserve the City's park facilities are made through the Community Services Department of the City of Diamond Bar, 21825 Copley Drive. The office phone number is 909.839.7068. **Note: Reservations are required for all groups of 30 or more persons to utilize City parks and picnic facilities.**

1. Picnic Facilities

- a. Any person or group wishing to reserve a picnic facility must submit an Application for Use of Facilities at least 14 days but not more than one year prior to the event or activity. Each reservation is subject to the approval of the City on a first come, first serve basis.

The Application includes the name of the responsible individual and/or organization, date, time, park area to be used and the number of people expected to be in attendance.

- b. Reserved use of picnic facilities requires payment of reservation service fee as prescribed in Park Fees Resolution No. 2006-59 as adopted by the City Council. There is a \$25.00 rental fee for Diamond Bar residents and there is a \$50.00 fee for non-Diamond Bar residents.
- c. Any person or group with 30 – 100 people in attendance wishing to reserve facilities must submit a refundable clean-up deposit of \$50.00 at least 14 days prior to the event or activity. For parties with attendance over 100 people, the clean-up deposit will be \$200.00.
- d. Any person or group with 50 or more people in attendance wishing to reserve facilities must comply with City insurance requirements per Section V.F. Proof of the effective Policy must be deposited with the Community Services Department at least 14 days prior to the event or activity.
- e. The City reserves the right to require that any group or person obtain security through the Los Angeles County Sheriff's Department at events that could create traffic and/or safety concerns at the sole expense of that group or person.
- f. No campfires, liquid fluids or charcoal fires are allowed except in barbecues provided or with permit issued by City.
- g. No water activities will be allowed in the parks that can cause damage to the facility and make it unsafe for use. This includes but is not limited to dunk tanks and water slides.

2. Overnight use of City parks is available by permit through the Community Services Department with a fifteen (15) day notice. Only Diamond Bar based non-profit organizations may reserve the park for overnight use. Proof of Insurance must be presented to the City as set forth under Insurance requirements for use of City facilities.

It is the responsibility of the requesting organization to:

- a. Maintain appropriate adult chaperones.
 - b. Notify the Sheriff's Department of an overnight campout.
 - c. Request Sheriff patrols during the campout.
3. Diamond Bar Municipal Code section 12.00.260 specially prohibits animals in parks (except leashed dogs and cats, and horses on equestrian trails) unless permitted by the Director. Permits will be considered when animal is provided by an insured business and the following conditions are met:
 - a. Animal must remain under the control of the business animal handler at all times
 - b. Business must provide one million dollars in liability/property damage insurance listing the City of Diamond Bar as an additional insured, per Section VII.
 - c. User of facility must pay a \$1,000 cleaning/property damage deposit and a \$100 staff monitoring fee.
 4. Tennis/Basketball Court Use
 - a. The Tennis and Basketball courts located on City parks are available for use on a first come, first serve basis and may not be reserved, except for City activities or for non-profit athletic programs, as approved by the City.
 - b. The use of Tennis/Basketball court area for concession facilities is prohibited.
 - c. The use of Tennis/Basketball court areas for skating of any kind is prohibited, except for locations specifically designed for this type of use, with City approval.
 - d. Use of a tennis court for private or semi-private lessons for a fee (up to two students with one instructor) is permitted only if the instructor obtains a permit from the City of Diamond Bar and complies with all tennis court rules set forth on page 19. See Page 36 for tennis instructor permit application.

B. ATHLETIC FACILITIES USE & ALLOCATION PROCESS

1. Policies -- The City attempts to accommodate all requests for use of City facilities with the limited amount of park space available. The continued increase in demand for use of park and athletic facilities makes it necessary to emphasize sharing in the use of facilities. Staff will attempt to allocate facilities in the most efficient manner possible while effectively meeting the needs of Diamond Bar residents; per the allocation priorities listed below.

- a. Priority -- the following will be considered in the allocation of requested facilities.
 - 1) Organization's status based upon the QUALIFYING USER GROUPS DESCENDING ORDER OF PRIORITY (see p.4)
 - 2) Number of participants who are Diamond Bar residents.
 - 3) Previous season's allocation schedule.
 - 4) Annual organizational tournaments which promote the organization & provide an economic benefit to the City.
 - 5) Organizations that are determined to be traditionally "in season".
(i.e. Soccer/Football in Fall/Winter & Baseball/Softball in Spring/Summer)
 - 6) Organizations that actively promote the City's "Parent's Code of Ethics" program with their participants and parents.
- b. The allocation and assignment of dates, times and areas for use of City Parks is the sole control of the City. Areas under School District jurisdiction will be scheduled by the School District. Athletic facilities at Lorbeer Middle School are scheduled by the City.
- c. Any changes or additions to park assignments must be submitted in writing and approved by the City, prior to the scheduled event.

2. Procedures

- a. Users requesting league or ongoing use of City athletic facilities must submit a request on appropriate City or School forms. An Application for Use of City Facilities must be completed for use of City facilities (See attachments for document sample). All requests for School District facilities, except for outdoor athletic facilities at Lorbeer Middle School, are to be submitted on School District request forms (see attachment for samples of School District request forms).
- b. Occasional or one time only use requests must be submitted on an Application for Use of City Facilities at least 14 days prior to requested facility use. Required Fees must be paid at time of request submittal. Fees are listed in Park Fees Resolution No. 2006-59 as adopted by the City Council.
- c. All requests will be reviewed by City staff.
- d. All field requests from user groups must be submitted by a City determined date in May and November of each year, proceeding the period in which fields will be utilized. Forms must be signed by the president or official designee of the organization's Board.

- e. Requests for seasonal use by non-profit athletic organizations will be reviewed and assigned in June for each year for the period of August through December, and in December for the period of January through July. A facility organizational meeting will be held in June and December to assign the facilities. Each user requesting facilities during the applicable period must send a representative. If a user group requesting use of facilities does not send a representative, they may lose their priority rating for scheduled use of facilities.
- f. Upon approval of an application and a public allocation meeting, signed Facility Permit(s) will be issued authorizing the requested use of the facility(s). City staff may attach such conditions to the permit as determined necessary for the protection of public health, safety, and welfare of City facilities. **Applicants shall not transfer, assign, or sublet use of the permits/fields or apply for use on behalf of another person or organization. All field allocation modifications created after the allocation meeting must be approved by City staff and a revised Facility Permit will then be issued.**
- g. No user group will be given an approved permit for facility use until the following documents have been submitted:
 - 1) Complete list of names, address and telephone numbers of the current Board of Directors or designated officials.
 - 2) Proof of current non-profit status with the Internal Revenue Service and State of California.
 - 3) Master calendar of events, which includes, but is not limited to:
 - Registration dates, tryouts (date, time and place)
 - Date practice begins, practice slot schedules
 - Opening day schedule/Closing Ceremonies
 - Date/times league games (start/finish)
 - Tournament dates (required to host)
 - 4) Total Number of players, proof of Diamond Bar residency and number of teams.
 - 5) One copy of the Certificate of Insurance listing the City of Diamond Bar as additional insured, in the amount approved by the City (as specified in Facility Use Agreement).
 - 6) All deposits as required
- h. Leagues anticipating a split to form a new league or individuals planning to organize a new sports program must apply to the City at least one year prior to the estimated starting date. This will provide the necessary time to study the impact of the new program on existing facilities.

- i. Youth Sports Organizations are required to collect a signed “Parents Code of Ethics” form from each parent/guardian with a child enrolled in the program. Forms must be incorporated into the registration process and retained by the organization for the duration of the season. Failure of the youth sports organization to properly collect and enforce the “Parents Code of Ethics” could result in the organization’s loss of privilege to use City owned and/or operated facilities. (See attachment for sample of “Parents Code of Ethics” form).

3. Athletic Field Storage Facilities

- a. Storage facilities are made available free of charge to local seasonal user groups. A refundable deposit will be charged for the use of storage facilities.
- b. All user equipment must be stored in an orderly manner.
- c. Upon conclusion of seasonal play, all equipment must be removed within fourteen (14) days or a cleanup fee, based on actual expenses incurred and overhead, will be charged. If equipment is not claimed within thirty (30) days it will be confiscated and disposed of as prescribed by law.
- d. Equipment stored in the facility is not the responsibility of the City. Unnecessary equipment stored in the facility may be removed at the user group's expense.

4. Athletic Field Lining/Marking

- a. All lining/marketing of athletic fields must be done with chalk or water-based paint.
- b. The burning of fields with the use of weed killer, diesel fuel or any other method is prohibited on City owned property including park athletic fields.
- c. Any user failing to comply with this policy is responsible for all costs related to the repair of damages to the facility and is subject to termination of facility use permit.

C. VARIANCES AND GRIEVANCES

A user group may request a variance or submit a grievance to the stated procedures by completing the following:

1. Variance
 - a. Submit a letter detailing why a variance is requested to the Director of Community Services.
 - b. Appropriate staff members will review the letter and make a recommendation.
 - c. If staff decides not to grant a variance; the group may appeal to the Parks and Recreation Commission User Group Sub-Committee within ten (10) days after written notification of staff's decision.

- d. The user group will be responsible to request a variance thirty (30) days in advance of the scheduled event to allow for adequate staff review.

2. Grievance

- a. Submit a letter detailing the grievance and recommendations on how to improve the conditions.
- b. Staff will review the grievance and submit a response letter to the group.

III. FEES

A. ATHLETIC FACILITIES WITH LIGHTS

1. All fees are set by the City Council through the adoption of Resolution No. 2006-59.
 - a. All City sponsored events/activities, along with Diamond Bar based certified non-profit youth and adult sports groups, civic, service and fraternal organizations are allowed the use of lighted facilities at City parks free of charge. Proof of non-profit status must be submitted to, and be on file with the City prior to scheduled use.
 - b. Non City of Diamond Bar based or occasional one-time only users will be charged for the use of lighted facilities at the approved flat hourly rate of \$12.00 per hour for light usage, with a two hour minimum use, and each additional hour or fraction thereafter. Lighted Facilities charge begins ½ hour prior to sunset.
 - c. The hourly light use fee will be evaluated each January, and if necessary, will be adjusted accordingly.
 - d. User must turn off lights after use and shall not depend on the automatic timer. User that leaves lighted facility with lights still on after use will be subject to \$250 fine for the first offense and \$500 for each subsequent violation in the same calendar year. Prior to approval for use of lighted facility, user must sign an agreement that states its responsibility for turning off lights prior to vacating lighted facility. The City may deny use of lighted facilities to any user that does not sign agreement or leaves the ballfield lights on after the conclusion of the scheduled activity more than twice in one calendar year.
2. Fees for use of Lorbeer Middle School are charged to non-resident users based on the actual costs incurred by the City for: electricity, restrooms, trash removal and any other costs charged by the Pomona Unified School District. Fees are listed in Resolution No. 2006-59.
3. Deposits
 - a. A refundable deposit of \$100 is required for use of ballfield lights. This deposit will be used to pay for ballfield lights left on upon conclusion of the activity. The deposit will also be used to reimburse the City for physical damages, trash pick-up and wages paid to City personnel called to turn off ballfield lights or pick-up trash.
 - b. All one-time users are required to submit a deposit in advance from which ballfield light charges are deducted, along with any additional cost the City may directly or indirectly incur from their use. Amount of deposit will be determined by staff and is based on the fees charged for light use. Recommended deposit is \$50 per field used, plus light use charges.

4. Light Billing

Adopted by the City Council on May 16, 2006

- a. All light users are responsible for reporting actual hours of use to the Community Services Department within two working days after scheduled use. The City shall deduct ballfield light and related costs specified from the deposit and refund the balance, if applicable.
 - b. User groups are provided the light box combination or key by the Community Services Department. The combination or keyed lock may be changed periodically. This usually occurs at the conclusion of the season.
5. Light Usage
- a. Upon approval of a request to use ballfield lights, the applicant will be issued a combination or key to access the switch to the ballfield lights.
 - b. Ballfield lights at Peterson, Heritage and Lorbeer automatically turn off at 10:00 p.m. Ballfield lights at Pantera automatically turn off at 9:00 p.m. Therefore, the area used should be cleaned, equipment stored and participants cleared from the facility prior to the scheduled shut off time.

B. ATHLETIC FACILITIES WITHOUT LIGHTS

1. Diamond Bar residents, City sponsored events/activities, and Diamond Bar based certified non-profit youth and adult sports groups, civic, service and fraternal organizations receive use of unlighted facilities free of charge. Users of Lorbeer Middle School are charged for actual costs incurred by the City for restrooms, trash pick-up and any other costs charged by the Pomona Unified School District. Proof of non-profit status must be submitted to, and be on file with, the City prior to scheduled use. Use subject to availability. Park and picnic facilities are available for reserved use. For reservation information, see section II, paragraph A.
2. Non City of Diamond Bar based, occasional or non-resident one-time only users are charged for the use of facilities at the approved flat hourly rate of \$5.00 per hour, per field used, with a two hour minimum use, and each additional hour or fraction thereafter. Fees are set by the City Council through a Resolution and are subject to change without notice.
3. Insurance is required for all groups of 50 or more people or for any activity in which the City deems that insurance is necessary. The insurance must name the City as an additional insured and the policy must be a minimum of \$1,000,000 general Aggregate limit liability or an amount that the City determines appropriate for the use requested. Special events insurance is available through the City and can be purchased by the participating group.
4. A refundable cleanup deposit may be required for all groups that reserve use of a City park.

C. CONCESSION STAND POLICY

1. The primary user of the park facility will receive primary use of the Concession Stand. All other use will be approved by Staff and the User Group Sub-Committee (i.e. special activities).
2. The primary User must abide by all Health and Safety standards and regulations and be available for inspections by the Health Department and/or staff.
3. A refundable \$100 deposit is charged for the use of the Concession Stand.
4. The user group shall be responsible for the cleaning of the Concession Stand (sweeping, trash removal, wiping counters) after each use.
5. Keys are issued to the User Group for the Concession Stand and can not be duplicated. The cost associated with the loss of keys will be deducted from the deposit.
6. Damage to the Concession Stand or broken equipment, due to misuse, or the facility being left unlocked, will be deducted from the deposit.
7. The deposit will be forfeited if stored material, with the exception of City owned capital equipment (refrigerator/microwave), is not removed within fourteen (14) days of completion of the season or activity. The facilities must be cleaned and all capital equipment disconnected from electrical outlets (except refrigerator). All capital equipment not removed from the facility at the end of the season is the responsibility of the City.
8. The City, accompanied by the scheduled user group, will conduct an inspection of the facilities at the conclusion of the fourteen (14) day period to insure compliance to guidelines for use.
9. The user group is responsible and liable for loss or damage to any items brought in to the concession stand.
10. Adult supervision must be maintained at all times. Children under the age of thirteen (13) are not allowed to work in the Concession Stand.

D. RESTROOMS/FIELDS

1. Facilities, including restrooms and fields utilized, must be cleaned of rubbish and debris immediately following the scheduled use each day.

2. A cleanup fee, based on actual direct and indirect expenses incurred is charged to users that do not clean rubbish and debris related to their use.
3. Fees are charged for portable restrooms required for use of Lorbeer Middle School based on actual charges to the City.

E. OTHER

1. Diamond Bar based non-profit organizations may use City parks for commercial activities/events to raise funds to support community service programs and activities in the City of Diamond Bar.
 - a. Requests must be submitted sixty (60) days in advance of the date of the activity/event and will be considered by the City's parks reservation personnel with input from the Parks and Recreation Commission User Group sub-committee.
 - b. Qualifying user groups who conduct such events must receive 100% of the earned funds (or pay them over to another Diamond Bar based qualifying organization) from the participants of the event and pay for all expenses through the organization's regular debt payment process.
2. The private commercial use of City parks for profit and private gain is prohibited. Uses that do not meet the criteria stated in III.E.1.b. shall be considered private commercial use of City parks for profit and private gain and will be prohibited.
3. Use of a tennis court for private or semi-private lessons for a fee (up to two students with one instructor) shall not be considered a private commercial use.

IV. RULES AND REGULATIONS

A. GENERAL

1. Alcoholic beverages are not allowed in City parks (Diamond Bar Municipal Code 12.00.280). There is a special event policy/procedure for sales and/or consumption of alcoholic beverages at City park facilities (see attachment).
2. Cancellations
 - a. The City of Diamond Bar may cancel the use of park facilities for cause or convenience, which includes but shall not be limited to:
 1. When the City is engaged in work involving any of the facilities scheduled to be utilized.
 2. When the health and/or safety of participants is threatened due to impending conditions, including but not limited to, heavy rains, unhealthy smog levels or other such climatic conditions.
 3. It has been determined by the City that the applicant has not complied with the City park reservation policies.
 - b. Should a user group wish to cancel a scheduled activity, notification must be made to the City at least 24 hours prior to such scheduled use.

B. INSURANCE / INDEMNIFICATION

1. If a user group or one time user of 50 people or more is involved in an activity where the City deems insurance to be necessary (i.e. sporting, hazardous events, or company picnics) the responsible person shall procure, pay for and maintain in full force and effect, with regard to any such event, a combined Comprehensive Personal Liability and Property Damage Insurance Policy with limits of not less than \$1,000,000 or any other amount that staff deems appropriate for the use requested. Proof of insurance must be submitted prior to useage.
2. The USER of the park agrees that it will indemnify and hold the CITY and its elected officials, officers, agents, and employees free and harmless from all claims for damage to persons or property by reason of USER's acts or those of USER's employees, agents, guests or invitee in connection with USER's use and/or occupancy of the facilities. User must sign City provided indemnification form to use facilities.

3. Further, the City of Diamond Bar, its elected officials, officers, agents or employees thereof, shall be designated as additional insured under such policy.
4. Any such insurance policy must include the requirement of a thirty (30) day written cancellation notice to the City.
5. Proof of the effective Policy must be deposited with the Community Services Department at least 14 days prior to the first scheduled use of the facility.
6. The City has Special Event Insurance coverage available that may be purchased, at the sole cost of the applicant, for an event which takes place on City owned property. Contact the Community Services Department for further information.

C. TRAFFIC AND PARKING

1. The user group must assure that participants and spectators utilize public parking areas and park only in marked stalls.
2. No vehicle(s) will be allowed on City park or School District property, or outside public parking areas, except those designated for parks or school maintenance or specifically permitted by the City or School District.
3. Requests for use of streets for parking that are marked with “No Parking” signs must be made with Public Works 909.839.7040.

D. PUBLIC ADDRESS SYSTEM USE POLICY

1. Organized/Scheduled Athletic Events
 - a. Sound amplification equipment is allowed in City parks, but is limited to public address systems, stereo equipment, stationary/portable components and bullhorns, subject to the provisions of the City Noise Ordinance.
 - b. A group must submit a request in writing for use of a public address system, prior to the event, including the purpose and placement of the equipment, to receive approval from staff.
 - c. Public address system use is permitted only between the hours of 10:00a.m. - 9:30p.m. daily.
 - d. Failure to comply with the above requirements by user groups could result in one or more of the following:
 - i. First Offense - Verbal warning followed by written communication.
 - ii. Second Offense - Loss of public address system use privileges by the organization for the remainder of the season, immediately following the offense.

3. General Park Use

- a. Sound amplification equipment is allowed in the City's parks, but is limited to public address systems, stereo equipment, stationary/portable components and bullhorns, subject to the provisions of the City Noise Ordinance.
- b. No person or group shall use any public address system in any of the City's parks without first submitting a request in writing and receiving approval from the Community Services Department. If staff is required to monitor the event, all direct and indirect expenses will be charged to the User.
- c. The proposed use of the public address system must not unreasonably interfere or disturb surrounding residences, nor shall the use of the public address system detract from or interfere with the general public's use and enjoyment of the park.
- d. Public address system use is allowed only between the hours of 10:00a.m. - 9:30p.m. daily.
- e. The direction of the public address system's speakers must be directed toward activity spectators and away from the surrounding residential areas.
- f. Failure to comply with the above requirements will result in immediate disconnection of the public address system and forfeiture of deposit.

E. MAINTENANCE

1. The City will maintain or cause to be maintained the parks for public use.
2. Field Maintenance
 - a. All maintenance such as field preparation, lining of the fields, setting of base stakes, installation of goal posts is to be performed by the user assigned to the facility as per written agreement between the City and the user.
 - b. Each user is responsible for the facility being free of trash or debris.
 - c. Users are requested to report any damage or acts of vandalism to the Community Services Department or Sheriff's Department immediately. It is the policy of the City of Diamond Bar to prosecute to the fullest extent possible any individual committing acts of vandalism (Sheriff's Department 909.595.2264 or 911 in cases of emergency).
3. Motorized Vehicle Use
 - a. Motorized vehicles are permitted on the City parks for the preparation of athletic fields, upon approval of the City.

- b. Each user group must designate the drivers, not to exceed 4, at least 21 years or older, who will drive the designated and approved motorized vehicle for dragging the fields or other such related activities.
- c. Each designated driver will be required to attend a training session, conducted by the Community Services Department, on the proper method of dragging infield areas and related safety matters.
- d. Each user group is allowed to drag the fields with a designated approved motorized vehicle once a day. The dragging of fields between games must be done by hand. The use of a motorized vehicle between games will not be permitted. Fields may be prepared with a motorized vehicle only between the hours of: 7:00am – 9:00pm daily.
- e. Special request for motorized vehicle use to drag fields shall be made in writing.
- f. Failure to comply with the motorized vehicle use policy can result in the termination of the scheduled organization's permit to use such vehicle(s) for the preparation of the fields for the remainder of their scheduled use of such facilities.

4. Modifications

Any requests to modify or improve City facilities shall be submitted for approval to the City of Diamond Bar. No permanent structures or equipment shall be placed and/or erected on City facilities unless reviewed and recommended by the Parks and Recreation Commission and approval by the City Council is granted. The modifications must be dedicated for community use.

5. Closure

An annual Parks Maintenance Program is submitted to the Parks and Recreation Commission each fiscal year for review and comment. Such Maintenance Program shall include the following:

- a. Scheduled closure of parks for more than seven (7) consecutive days.
- b. Closure of athletic field(s) for one day recovery periods. Closure dates shall be coordinated by the Community Services Department with user groups.

6. Park Restroom Policy and Schedule

- a. Park restrooms are unlocked daily at 8:00a.m. and remain open until the park closes.

- b. Special restroom access is available upon request to the Community Services Department 909.839.7060. Restrooms are open for all City recreation programs.

F. INCLEMENT WEATHER USE GUIDELINES AND PROCEDURES

1. Guidelines

- a. No use of City athletic fields is allowed when facilities are unusable due to inclement weather as determined by the City.
- b. Any user failing to comply with established guidelines and proper notification is subject to claims for all direct and indirect damages and potential termination of facility use permit.

2. Procedures for Notification

- a. The City is responsible for determining if field conditions alter the availability of their use.
- b. User must contact the Weather Hotline at (909) 612.4636 x1714 after 2:00 p.m. Monday through Friday, and after 9:00 a.m. on weekends and holidays to receive City's determination of facility availability.

3. Estimated Cost for Damage Repair or Turf

Users are charged for all direct and indirect costs incurred by the City for repair of the turf and/or irrigation systems due to failure to comply with the rain policy. Repair costs are based on actual expenses and normal City overhead. Failure to comply with the inclement weather policy can also result in the termination of user's facility use permit.

G. TENNIS COURT RULES

- 1. The ethics of tennis and sportsmanship shall prevail.
- 2. When others are waiting and no courts are available, use of a court (for play, lessons or otherwise) is limited to one hour of use and then must be relinquished by all persons using the court to the first person waiting for that court.
 - a. Courts may not be held by one person alone
 - b. Priority of right to use the court shall be established by the placing of a racquet on the number board. Waiting players shall remain in person at the court desired and shall be physically present to take possession of the court when relinquished.
- 3. Courts may be reserved only for approved tournaments or club play by securing permission in writing from the City. All tennis court reservation requests for group use must be received at least two weeks in advance of

requested date. Such reserved courts shall be designated in writing by authorized City staff.

4. Use of a tennis court for private or semi-private lessons for a fee (up to two students with one instructor) is permitted only if the instructor obtains a permit from the City of Diamond Bar and complies with all tennis court rules set forth herein.
5. Only persons wearing tennis shoes shall be allowed on the tennis courts. No street shoes, no wheeled shoes and no wheeled vehicles of any type may enter the tennis courts.
6. Pets are not permitted at any time on the courts.
7. City staff's interpretation and application of the above rules shall govern the use of the tennis courts.

**V. RESERVATION POLICIES
FOR
HERITAGE PARK COMMUNITY CENTER
AND
PANTERA PARK ACTIVITY ROOM**

- A. The following procedures and fee schedules are annually reviewed by the Parks and Recreation Commission and approved by the Diamond Bar City Council. They regulate the use of City-owned facilities, including the Heritage Park Community Center, and Pantera Park Activity Room.

City of Diamond Bar facilities, under the management of the Community Services Department, are available to the public for activities and programs that meet the needs and interests of the community. The City of Diamond Bar has established these rental fees and services, based upon cost of maintenance, utilities, supervision and/or other direct costs.

The City retains the right to control and operate the facility's heating, air conditioning and common use areas, in a manner deemed best for the City. User must insure that all required codes are met.

B. PURPOSE OF THE USE POLICY

The purpose of this Use Policy is to assure that the facilities are operated in a manner that best serves the residents of the City of Diamond Bar. It is intended to ensure that the use of the facility is granted in a fair and equitable manner for meetings, activities, and events, which are recreational, social, and/or civic in nature, offering services of interest and need to the community. Fees charged for the use of the facility are intended to recoup on-going maintenance and operation costs of the facility.

C. DEFINITION OF TERMS

1. "Center Director" means the administrative head of the Facilities, or its staff, under the direction of the City of Diamond Bar Community Services Department.
2. "City" means the City of Diamond Bar, acting through its officials, representatives, agents, and employees.
3. "User" means an individual who or group which obtains a confirmed reservation to use the Heritage Park Community Center or Pantera Park Activity Room pursuant to the terms of this Use Policy.
4. "Applicant" means an individual or group, which submits a completed City of Diamond Bar Facility Use Application and required deposit to use the facility pursuant to the terms of this Use Policy. The date requested by the applicant will

be held as long as the requirements and deadlines of the Facility Use Policy are met.

5. “Confirmed Reservation” means a reservation issued by the City upon approval of a Facility Use Application for use of the facility or some portion thereof by an applicant, after all requirements of the Facility Use Policy are met.
6. “Inquiry” means when an individual or representative of a group seeks information about available dates for possible use by that individual or group. An available date can not be held for possible use by making an inquiry.
7. “Soft Reservation” means when an individual or representative of a group makes an appointment with staff to submit a written application, to sign the contract and to pay the required deposit for a specific room, date and time. The date for possible use will be held from the time the appointment to meet with staff is made until the meeting date and time. The meeting with staff shall occur within seven (7) calendar days of setting the appointment, or else the soft reservation will be forfeited.

D. **GROUP PRIORITY RATING**

1. An individual or group seeking permission to utilize facilities will be classified in one of the following priority groups. These classifications are used to establish 1) priority of use, 2) applicability of a fee, and 3) amount of the fee, if any. The priority groups are as follows:
 - A. **GROUP A-** Activities conducted and/or sponsored by the City of Diamond Bar.
 - B. **GROUP B-** Activities conducted by the City recognized Senior citizen membership groups.
 - C. **GROUP C:**
 - i. **C-1-** Activities conducted by Governmental agencies other than the City of Diamond Bar, which provide some service to the Diamond Bar community (e.g. local school districts, County of Los Angeles agencies, etc.)
 - ii. **C-2-** Activities conducted by Diamond Bar based non-profit service organizations. To qualify as a local non-profit organization, the organization shall have a minimum membership of 60% Diamond Bar residents or 60% Diamond Bar business addresses (e.g. Boy Scouts, Girl Scouts, Little League, Rotary Club, etc.). A membership roster and the Articles of Incorporation indicating status as a Diamond Bar based non-profit (for example:

501(C)(3)) organization shall be submitted as a condition of an organization receiving classification in this group.

a. No fee is charged for board, general membership meeting or registration activities, if conducted during normal hours of operation. If meeting is held after normal hours of operation, weekend or City observed holiday, a fee is charged for staff hours required to operate the facility during the event. All other events shall be charged according to the fee schedule. Said events include activities for which there is a charge and/or which are not open to the general public (fund raiser, luncheons and award ceremonies). A cleaning deposit is required for all events.

b. Organizations that are authorized to use school district facilities per Education Code 38134 shall be eligible to use City facilities only after effort has been made to secure a comparable school district facility, and none is available.

***Note - Each resident non-profit organization will be allowed one use for fundraising purposes per calendar year where room rental fees are waived.**

D. **GROUP D:** Private events conducted by Diamond Bar residents.

E. **GROUP E** Non-resident private events and non-resident groups, organizations and businesses and commercial functions. (Examples: Commercial functions, non-resident business meetings, or non-resident private affairs.)

2. Priority for use of the facility will be in alphabetical sequence, with Group A applicants receiving the highest priority and Group E applicants the lowest priority.

E. **APPLICATION PROCEDURES**

1. An individual or representative of a group may inquire about the availability of a specific room, date and time as well as rental rates by telephone or in-person at the Diamond Bar Center during regular business hours. An available date can not be held for possible use by making an inquiry.

2. An individual or representative of a group can hold a date for possible use by making an appointment with staff to submit a written application, to sign the contract and to pay the required deposit for a specific room, date and time. This action results in a soft reservation. This soft reservation will be held from the time the appointment with staff is made until the appointment date and time. The meeting with staff shall occur within seven (7) calendar days of setting the appointment, or else the soft reservation shall be forfeited.

3. All applicants must complete a City of Diamond Bar Facility Use Application (“Application”) and pay all applicable fees at the time of submitting the application.
4. The applicant shall be classified and assigned a Group in accordance with the definitions and priority rankings set forth in Section V. Letter D. of this Use Policy.
5. Reservations may be made no earlier than:

Group A: no limit.

Group B: Up to six (6) months in advance for subsidized and/or discounted use, fifteen (15) months in advance when not subsidized or discounted. Staff will schedule senior facility use 15 months in advance. Scheduling of actual user will be done 6 months in advance during meeting with Group B users that submitted facility use requests.

Groups C1 and C2: Up to fifteen (15) months in advance.

Groups D: Up to fifteen (15) months in advance.

Group E: Up to twelve (12) months in advance.

6. Hours of operation are limited to Sunday through Thursday 7:30am – 11:00pm and Friday and Saturday 7:30am - 12:00 midnight. A one (1) hour clean up may be necessary for your event. Requests for alternate hours require special written approval and may be subject to additional fees.
7. Weekends are defined as beginning at 5:00 pm on Friday and ending at 11:00 pm on Sunday. Any reserved time that falls between this period of time shall be considered a weekend and will be charged weekend rate.
8. Observed Holidays – Thanksgiving Day, Christmas Eve, Christmas Day and New Years Day – No use shall be scheduled on observed holidays without Center Director’s approval.
9. Upon approval of an application, a facility rental contract will be issued authorizing the requested use of the facility. The Center Director may attach such conditions to the contract as she/he may determine necessary for the protection of the public health, safety and welfare and the facility. Applicants shall not transfer, assign, or sublet use of the facility or apply for use on behalf of another person or organization.
10. Applications shall be accompanied by proof of liability insurance consistent with the provisions of this Use Policy, a refundable cleaning deposit, and fees per the attached fee schedule.
11. Use will be approved based on availability in accordance with priority rankings. In the event that a higher priority user submits a written application for the same room, date and time during the soft reservation period, then the higher priority user will

have four (4) calendar days to sign the contract and pay the required deposit to bump the soft reservation of a lower priority user.

12. Use may be denied and the application rejected for the following reasons:

- A. That the facility is physically incapable of accommodating the proposed activity by reason of the nature of the activity or the number of people estimated to be in attendance.
- B. That the user has failed to demonstrate its ability to provide adequate security to assure that the event is conducted in a safe manner.
- C. That the applicant has failed to agree to comply with all of the conditions of this Use Policy or those set forth in the facility use permit.
- D. That the activity is likely to cause physical damage to the facility or its equipment.
- E. That conditions for the issuance of a facility use permit have not been fulfilled.
- F. That any law or regulation is violated by an intended use.
- G. That another event is already scheduled on the requested date.
- H. That the applicant previously used the facility and failed to comply with applicable rules or conditions, or due to damage or lack of cleaning, did not receive all of its cleaning deposit back.
- I. That the applicant has twice before cancelled a scheduled event in the facility without prior notice.

13. If at any time prior to or during the scheduled event the applicant/user is not in compliance with the policies and regulations stated in this Use Policy or the conditions of the facility use permit, and after notice of noncompliance, has failed or refused to comply (or compliance is no longer possible), the City, acting by and through the Director of Community Services or his/her designee, may cancel the reservation or terminate the event. Under those circumstances, no deposits and/or fee(s) previously paid by the applicant shall be returned.

14. The City reserves the right to cancel a permit issued for any event or activity for its convenience. In the event of such a cancellation, notice shall be given as far in advance as possible and a full refund will be made. Every effort will be made to find a suitable alternative facility if cancellation by the City is necessary.

***Note - Each resident non-profit organization will be allowed one use for fundraising purposes per calendar year where room rental fees are waived.**

F. LIABILITY AND INSURANCE

1. All users of the facility shall procure and maintain, at their own expense and for the duration of the event covered, comprehensive general liability and property damage liability insurance, against all claims for injuries against persons or damages to property which may arise from or in connection with the use of the facility by the user, its agents, representatives or employees in the amount of one million dollars (\$1,000,000.00), combined single limit. (If alcohol is to be served, insurance coverage shall include coverage for serving alcohol beverages).

2. All of user's insurance shall:

- A. Name the City of Diamond Bar, its employees, officials, agents, (collectively hereinafter "City and City personnel") as additional or co-insured on an endorsement.
- B. Contain no special limitations on the scope of protection afforded to City and City personnel.
- C. Be the primary insurance and any insurance or self-insurance maintained by City or City personnel shall be in excess of the user's insurance and shall not contribute with it.
- D. Shall be "date of occurrence" rather than "claims made" insurance.
- E. Shall apply separately to each insured against the limits of the insurer's liability.
- F. Shall be written by insurance companies qualified to do business in California and rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide, or in the Federal Register, and only if they are of a financial category Class VIII or better, unless such rating qualifications are waived by the City's Risk Manager due to unique circumstances.
- G. The applicant's policy must include a 30-day written cancellation notice.

3. Certificate of Insurance -- The City of Diamond Bar requires the following information on all certificates and/or additional insured endorsements:

- A. Wording must read exactly, with no exceptions accepted: "Additional Insured: City of Diamond Bar, its officials, employees, and agents."
- B. Additional insured endorsements must accompany the Certificate of Insurance and indicate policy number, date, name of insurance company and name of "insured".

- C. Certificate must be an original. No copies will be accepted.
 - D. The Certificate of Insurance must be filed with the Diamond Bar Center staff not later than the date of final payment or fourteen (14) days prior to the event, whichever is earlier. If a certificate is not on file by this date, insurance fees will be added to the final payment.
 - E. If alcohol is to be served insurance coverage shall include coverage for serving alcohol beverages).
4. Indemnification Clause -- To the full extent permitted by law, user shall defend, indemnify and hold harmless City, its officials, employees and agents, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the use of facility by user. All obligations under this provision are to be paid by the user as they are incurred by the City.
 5. If the applicant is unable to provide adequate insurance, the City of Diamond Bar, for a fee, will make available Tenant/User insurance coverage. Please see attachment in section VI for information and fees for Tenant/User insurance coverage.
 6. The insurance requirements set forth above are inapplicable when planned attendance is less than 25 people and the event consists of a meeting utilizing facility tables and chairs only and no alcohol is to be served.

G. LIQUOR REQUIREMENTS

1. The Use and Service of Alcohol - The use of alcohol is exclusively by written permission in advance and must comply with applicable law and the provisions of this Use Policy. Failure to comply with any regulations will result in immediate revocation of the permission to use alcohol and termination of the event. Additional regulations and specifications may be required in the facility use permit for any event.
 - A. “Alcohol use” refers to any beverage that contains any amount of alcohol.
 - B. Alcohol shall not be served to minors. The user’s failure to comply, monitor and enforce this provision is grounds for terminating the activity immediately and forfeiture of the refundable deposits and all of the room fees.

- C. Injuries caused to any person as a result of alcoholic beverages being served and/or consumed on City premises, shall be the sole responsibility of the organization, its sponsor or the adult representative, who, as a condition of signing the use permit for the facility agree to indemnify the City for any such injuries.
- D. Permission to serve alcohol shall not be granted for any event where the majority (50% plus one) of guests in attendance will be under the age of 21.
- E. Alcohol may not be served nor consumed outside of the room approved for use.
- F. Alcohol may not be served nor consumed in the parking lot without obtaining a special alcohol permit approved by the Director of Community Services.
- G. License Requirements (when alcohol is to be sold).
 - i. No sales or requests for donations for alcohol are permitted without a license from the State Alcoholic Beverage Control Board (A.B.C.)
 - ii. A copy of approved facility use contract from City must be furnished to A.B.C. when applying for this license.
 - iii. A copy of the A.B.C. license must be furnished to the Diamond Bar Center staff a minimum of seven working days prior to the event.
 - iv. A copy of the A.B.C. license must be posted in plain public view near the bar, or other location, where the alcohol is being served.
 - v. Non-Profit Organizations: A one-day alcoholic beverage permit can only be issued to Non-profit organizations and only if the proceeds are going back to that Non-Profit organization.
 - vi. Private Parties: Private parties i.e. weddings, anniversaries, birthdays, meetings, or anyone other than a Non-Profit organization, shall not sell alcohol on their own, but must arrange this through a licensed caterer. The caterer must have a License (Type 47 or 48), which enables the caterer to sell beer, wine, & distilled spirits (hard liquor). If the caterer does not have this license the private party cannot sell alcohol. **NO EXCEPTIONS.** It is illegal for a private party to sell alcohol on their own.
- H. The service of alcohol at any event is limited to a maximum of five (5) hours.

- I. All alcohol must be distributed from behind a table or a bar by an adult, over the age of 21 who is to be responsible for insuring that no minors are served.
- J. Wine, punch, beer, champagne and spirits must be served in cups, glasses, or cans (no bottles).
- K. When serving champagne, all bottles must be opened in the kitchen prior to serving. Champagne bottles may not be opened in the community rooms. All unopened bottles must be stored in the kitchen.

H. CANCELLATION POLICY

- 1. Weekend reservations cancelled 90 days or more prior to the event will receive a refund of fees minus \$100.
- 2. Weekend reservations cancelled 30-89 days prior to the event will receive a refund of fees minus \$200 or amount of rental fee deposit, whichever is less.
- 3. Weekend reservations cancelled 29 days or less prior to the event will receive no refund of the rental fees and a full refund of the cleaning deposit.
- 4. Weekday reservations cancelled 30 days or more prior to the event will receive a refund of fees minus \$100.
- 5. Weekday reservations cancelled 29 days or less prior to the event will receive a 50% refund of the rental fee and a full refund of the cleaning deposit.

I. GENERAL OPERATING REGULATIONS

- 1. The private commercial use of City parks for profit and private gain is prohibited.
- 2. Facility Reservations staff shall have the right to relocate or reassign meeting rooms as it deems appropriate, at the same or reduced rental fee, but not more than what would have been charged per the room schedule.
- 3. Reservations may be revoked at any time whenever there has been a violation of approved Rules and Regulations.
- 4. The City of Diamond Bar will not rent, lease or allow use of its public facilities by any person or organization for a public meeting that precludes participation by any disabled person.
- 5. City equipment shall not be removed from any facility.
- 6. Smoking is prohibited in all public meeting rooms per California Indoor Clean Air Act of 1976 and City Council Resolution No. 93-66A.

7. Special events or requests not covered in the above policy must be submitted in writing and will be reviewed by the City to determine appropriate use, fees and services.

8. Licensed catered food service is required at the Heritage Park Community Center. Exceptions to catered service must have prior approval from Community Services Department. **NO COOKING IS ALLOWED IN THIS FACILITY.**

9. No signs or decorations may be taped, nailed or otherwise attached to walls, windows, ceilings or drapes unless decoration and the method of attachment is approved by City staff. No rice, bird seed, confetti or other similar items are allowed to be thrown in or around any facility. No open flames, candles, incense, or fog machines are allowed.

10. Signs, placards, pictures, advertisements, names or notices shall not be inscribed, displayed, printed or affixed on to any part of the outside of any facility without prior approval by City staff.

11. All emergency doors on the premises shall be locked when facility is not in use. All door openings to public corridors shall be kept closed except for normal ingress and egress.

12. Animals are not permitted in the Facilities except those that serve as aides to physically challenged individuals. This includes, but is not limited to, guide dogs for the blind and dogs for the hearing or physically impaired. Diamond Bar Municipal Code section 12.00.260 specially prohibits animals in parks (except leashed dogs and cats, and horses on equestrian trails) unless permitted by the Director. Permits will be considered when animal is provided by an insured business and the following conditions are met:

- a. Animal must remain under the control of the business animal handler at all times
- b. Business must provide one million dollars in liability/property damage insurance listing the City of Diamond Bar as an additional insured, per Section V. Letter F.
- c. User of facility must pay a \$1,000 cleaning/property damage deposit and a \$100 staff monitoring fee.

13. Illegal Activities shall not be permitted. All groups and individuals using the Facility shall comply with City, County, State, and Federal laws. Fighting, gambling and lewd conduct are prohibited.

14. Clean up is the user's responsibility. This includes the wiping of table tops, ensuring chairs are clean, removing all trash from floors, disposing of all trash into proper receptacles and removing to outside dumpsters, mopping of kitchen floor, wiping of counter tops and kitchen equipment, cleaning up all spillage in refrigerators/freezers, ovens, and removal of all user-owned or leased (non-City owned) items. Clean-up time is the hour following the exit time of guests from the facility. At this time all personal/rental items must be removed from the facility. Storage is not provided in the facilities. During this time the cleaning of tables and chairs, removal of trash to outside dumpsters and cleaning of the kitchen area, etc., must be completed by the user.

15. Minors - Groups of minors shall be supervised by one adult for every 10 minors, age 12 and under and one adult for every 20 minors under the age of 18 and over the age of 12 at all times while they are using the facilities. Events that are specifically geared to minors may be required to have security guards present during the event and cleanup.

16. Supervision by Facility Staff is necessary for the public's safety and well-being. Facility staff shall be responsible for and have complete authority over the facility being used, all equipment, participants, and activities. The staff shall have authority to request changes in activities or cessation of activities. Users must comply with these requests and instructions. Staff shall be responsible for enforcement of all policies, rules, and regulations. The Facility Staff shall have the authority to deny or terminate the use of the facility if a determination is made by Facility Staff that the use does not conform to the requirements of facility use policies and regulations and/or may cause damage to the facility. The City reserves the right to require security whenever it deems it appropriate.

VI. ATTACHMENTS

PARK RESERVATION REQUEST FORM

PARK RESERVATION USE AGREEMENT

WALNUT VALLEY UNIFIED SCHOOL DISTRICT FACILITY REQUEST FORM

WALNUT VALLEY UNIFIED SCHOOL DISTRICT FACILITY USE CONTRACT

POMONA UNIFIED SCHOOL DISTRICT FACILITY REQUEST FORM

POMONA UNIFIED SCHOOL DISTRICT FACILITY USE AGREEMENT

**PERMIT FOR SALE AND/OR CONSUMPTION OF ALCOHOLIC BEVERAGES AT
CITY OF DIAMOND BAR FACILITIES**

Permitee Information

Name of Applicant: _____

Address: _____

Organization: _____

Park/Facility/Area Requested: _____

List two (2) Alternates _____

Date Requested _____ Hours: From _____ to _____

Verification

<u>TYPE:</u>	<u>VERIFIED BY</u>	<u>DATE</u>
A.B.C. License	_____	_____
Security Deposit Amount \$	_____	_____
*Insurance Amount \$	_____	_____
**Peace Officer - Number Required _____	_____	_____
Other (specify)	_____	_____

*Proof of required insurance coverage must be presented thirty (30) days prior to the event.

**Proof such as a receipt from a private security company must be presented thirty (30) days prior to the event.

APPROVALS

Commander, Walnut/Diamond Bar Sub Station _____ Date _____

City Manager _____ Date _____

Comments: _____

CONDITIONS OF ALCOHOLIC BEVERAGE PERMIT

1. The sale and/or consumption of alcoholic beverages must be limited to the premises where the special event is to be held and to the participants in the event who may consume such beverages; and
2. The authorization to sell alcoholic beverages must not conflict with the contractual rights of City concessionaires;
3. The special event must be one in which the participants will not engage in swimming, boating or the operation of motorized vehicles or equipment or other similar activities.
4. The applicant/organization also agrees to obtain the appropriate license from the California Alcoholic Beverage Control Board (ABC) and comply with all license and operating requirements of the ABC, federal, state and local laws; and to
5. Assign one or more employees of the City or other persons approved by the City, to the special event as required for monitoring purposes and to make appropriate reimbursement for the cost of that assignment; and
6. Provide at the applicant/organization's expense the number and type of peace officers determined by the City Manager and local law enforcement to be necessary for security at the special event; and
7. Promise to indemnify, defend and save harmless the City, it's agents, officers and employees from and against any and all liability expense, including defense cost and legal fees and claims for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury or property damage arising from or connected with the special event; and
8. Provide and maintain a policy of \$1,000,000 minimum liability coverage (City Manager may require additional coverage upon determination by the City's Risk Manager that the event warrants increased coverage); and
9. Provide in advance of the event, a security deposit of \$50 per 100 persons or increment thereof, from which extraordinary City expenses for maintenance, repair, or replacement arising from the permittee's use of the facilities shall be deducted.

**City of Diamond Bar
Community Services Department**

**PROFESSIONAL TENNIS
INSTRUCTOR PERMIT APPLICATION**

NAME: _____

ADDRESS: _____

PHONE #: _____

SIGNATURE: _____

I.D.: _____ Exp.Date: _____

(CA. Driver's License or State I.D. #)

Use of a tennis court for private or semi-private lessons for a fee (up to two students with one instructor) is permitted only if the instructor obtains a permit from the City of Diamond Bar and complies with all tennis court rules.



PARENT'S CODE OF ETHICS SIDELINE DEMEANOR



Your child is participating in a youth sports program in the City of Diamond Bar. We are a community whose goals are to promote the self-esteem of all players just for participating, regardless of individual athletic ability or the final score of any athletic contest. Your role as a spectator has a significant impact upon the success of our program. Therefore, we need you to fully understand and completely accept the standards of behavior which are detailed below.

- I pledge to demonstrate positive support for all players, coaches, officials, parents, and staff members at all games and practices. _____
- I pledge to never make negative comments about the game officials, coaches, or players because I understand that negative comments are destructive and will only result in damaging a child's motivation and ruining their athletic experience. _____
- I pledge to encourage my child and all players by using only words of praise and to refrain from yelling out instructions as this will only confuse players as they look for direction from their coach. _____
- I will be a positive role model and set an example of good sportsmanship for the youth of this community by treating all players, coaches, officials, fans, and staff members with courtesy and respect. _____
- I will place the emotional and physical well being of my child and all other children ahead of my personal desire to win. _____
- I understand that children play sports to have fun, make friends, and to learn new skills, therefore I will praise effort as well as execution in order to keep sports in the proper perspective. _____
- I will support the game officials at all times, even if I do not agree with a call, because their presence is to make the game safe, fun, and fair for the children that are playing. _____
- I will remember that the game I am attending is for the players and not for me or any other spectator. _____
- I will support a sports environment for my child that is free from drugs, tobacco, and alcohol and will refrain from their use at all games and events in the City of Diamond Bar. _____
- I understand that any and all my actions are subject to review by the administrators of this sports league. _____

I fully understand and completely accept the standards of behavior outlined previously. My initials by each standard and signature below will serve as my public acknowledgment of my unconditional agreement with each standard contained in the Parent's Code of Ethics. I realize that if at any time my behavior becomes non-compliant with any of the standards contained in the Parent's Code of Ethics, I may be asked to immediately terminate both my participation and my child's participation in the youth sports program in the City of Diamond Bar.

Name of Child/ren

Division

Date

Printed Name

Signature

PARENT'S CODE OF ETHICS.01

