



Start	Activities	Facilities	My Cart
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## Permit Contract

**Colina Del Sol Recreation Center**  
 5319 Orange Avenue  
 San Diego, CA 92115  
 Phone: (619) 235-1144  
 FAX: (619) 235-1146  
 Email: askparks@sandiego.gov

**Permit #40836, Approved**  
 Oct 7, 2016 1:27 PM



Shailesh Rai  
 10775 Scripps Poway Pkwy, #155  
 San Diego, CA 92131  
 Email: shaileshrai@gmail.com

Customer Type: Individual  
 Prepared By: Caleb M.

Customer ID: 69217  
 Secondary: (206) 818-5260 Primary: (206) 818-5260

Charges	Taxes	Discounts	Total Charges	Deposits	Deposit Taxes	Total Payments	Refunds	Balance
\$816.00	\$0	\$0	\$816.00	\$0	\$0	(\$816.00)	\$0	\$0

### RESERVATIONS

Event	Resource	Center	Notes
Cricket Type: Athletic: Outdoor General Attend/Qty: 45	Clay Elementary Multipurpose Field	Clay Elementary Joint Use 6506 Solita Ave San Diego, CA, US 92115 (619) 235-1144	Default Hours are during Normal School Hours. During School breaks, Hours of operation will be 7:00am to 10:00pm

  

Day	Days Requested Date	Event Begins	Duration	Event Ends Date	Time
Saturday	Oct 29, 2016	9:00 AM	8 hours	Oct 29, 2016	5:00 PM
Sunday	Oct 30, 2016	9:00 AM	8 hours	Oct 30, 2016	5:00 PM
Saturday	Nov 5, 2016	9:00 AM	8 hours	Nov 5, 2016	5:00 PM
Sunday	Nov 6, 2016	9:00 AM	8 hours	Nov 6, 2016	5:00 PM
Saturday	Nov 12, 2016	9:00 AM	8 hours	Nov 12, 2016	5:00 PM
Sunday	Nov 13, 2016	9:00 AM	8 hours	Nov 13, 2016	5:00 PM
Saturday	Nov 19, 2016	9:00 AM	8 hours	Nov 19, 2016	5:00 PM
Sunday	Nov 20, 2016	9:00 AM	8 hours	Nov 20, 2016	5:00 PM

  

Summary	Notes
Total Number of Dates: 8 Total Time: 64 hours	Please be sure to follow posted rules and regulations.

### CHARGES

Description	Event / Resource	Unit Fee	Units	Tax	Charge
City Transaction Fee	Cricket #40836 Clay Elementary Multipurpose Field	\$2.00	1.00	--	\$2.00
Field Ath Adult- Field Resv Unlightd(no City Spon	Cricket #40836 Clay Elementary Multipurpose Field	\$108.00	1.00	--	\$108.00
Recreation Council - Adult \$11	Cricket #40836 Clay Elementary Multipurpose Field	\$11.00	64.00	--	\$704.00
Recreation Council Transaction Fee	Cricket #40836 Clay Elementary Multipurpose Field	\$2.00	1.00	--	\$2.00

### ▼ Payments and Refunds

Receipt #	Date	Charge Description	Resource Event	Payment
1000491.051	Oct 7, 2016	City Transaction Fee	Clay Elementary Multipurpose Field Cricket #40836	\$2.00
1000491.051	Oct 7, 2016	Field Ath Adult- Field Resv Unlightd(no City Spon	Clay Elementary Multipurpose Field Cricket #40836	\$108.00
1000492.051	Oct 7, 2016	Recreation Council - Adult \$11	Clay Elementary Multipurpose Field Cricket #40836	\$704.00
1000492.051	Oct 7, 2016	Recreation Council Transaction Fee	Clay Elementary Multipurpose Field Cricket #40836	\$2.00

### ▼ DISCLAIMERS

#### CITY OF SAN DIEGO PARK AND RECREATION DEPARTMENT

#### RULES AND REGULATIONS FOR USE OF CITY PARK AND RECREATION DEPARTMENT SITES

All rules and regulations regarding the use of City Parks are enforceable by the San Diego Police Department and the City of San Diego Park and Recreation Department staff. The recreation areas of the Department are primarily for the recreation use of youth and adult activities sponsored by the Department and/or the Community Recreation Council. When sponsored activities do not completely occupy rental areas, other groups may use the facilities. All users will comply with the following conditions:

1. This permit shall not be transferred or assigned. The Permittee shall not engage in any activity on park property other than the activity for which this Permit is expressly issued and shall comply with applicable municipal, state, and federal laws and regulations.
2. The City, in its sole discretion, reserves the right at any time, and from time to time, to close any park area(s) or park facility(ies) and to cancel or reschedule any previously permitted/scheduled use(s) of any park area(s) or park facility(ies). Permittee acknowledges the City's foregoing rights and irrevocably waives any claim Permittee may have now or ever have based upon or related to any cost, loss, damage, or liability that results from the City's closure of any park area(s) or park facility(ies) or the cancellation or rescheduling of any previously permitted/scheduled (prepaid or not) use(s) of any park area(s) or park facility(ies).
3. Any special requests, additional amenities and/or services (i.e. portable restrooms, dumpsters, fences, athletic equipment, generators, etc.) must be addressed in the Permit and are the sole responsibility of the Permittee. The additional amenities must be provided by the Permittee at no expense to the City. All additional amenities must be approved in writing by the City staff in advance of the event, including information as to the number of amenities, location, and pickup and delivery times.
4. There must always be at least a portion of the park available to the general public during all park uses and rentals. The designated area(s) for this permit are indicated on the General Development Plan or Site Plan. Unless the area has been designated as an area that can be reserved, no areas can be roped off or secured in any way. Reserved parking spaces are not permitted.
5. For commercial and public events, the Permittee shall not discriminate against anyone on the basis of race, color, creed, sex, age, national origin or ancestry, religion, pregnancy, physical or mental disability, veteran status, marital status, medical condition (including HIV, AIDS, and AIDS-related complex), gender (transsexual and transgender), or sexual orientation.
6. The Park and Recreation Department cannot be held responsible for any lost or stolen property.
7. Rental rates will apply as designated for each area as outlined in the current Park and Recreation Department Fee Schedule that is approved by the City Council.
8. The Permittee received a copy of the following items and must have them available on the day of event: the permit and the Rules and Regulations related to this event; the General Development Plan with the storm drain inlets indicated for the permitted area; all applicable Park and Recreation Department Best Management Practices (BMP's); StormWater; the Facility Site Plan; and the Good Housekeeping Guidelines to the rental permit.
9. Each rental group is responsible for leaving the facility and equipment in a safe, proper working order and clean condition. Any violations of rules, regulations or policies and/or damage attributable to the Permittee, sponsors or any other party associated with this event, will result in the forfeiture of all or part of the security deposit and in the case of extensive damages, an invoice from the City will be issued to the Permittee with applicable charges not covered by the deposits. Any pre-existing damage or poor conditions must be reported in writing to the City staff prior to the start of the event or the Permittee may be held responsible. Staff must be notified of the conclusion of the rental activity.
10. Litter pick-up and disposal is the responsibility of the Permittee. Trash must be bagged, sealed and placed in the park's trash receptacles and/or dumpster. If trash does not fit in the receptacles and/or dumpster, the Permittee is responsible for removing the trash off of park property. Any additional cleaning performed by City forces will be invoiced.
11. The use of disposable expanded polystyrene (a.k.a. Styrofoam™) food ware is highly discouraged due to its tendency to easily break apart and create litter. Alternatives such as plastic, paper, or reusable plates/cups should be used instead.
12. Request for cancellation refunds will be handled according to the regulations in the current Park and Recreation Fee Schedule. Requests for refunds due to rain only pertain to Field and Picnic Shelter rental permits and will be approved provided that a written request (Request for Refund Form AC-1066) is submitted within 48 hours after the scheduled event. All refunds will be issued only to the Permittee.
13. The use of any equipment including but not limited to staging, platforms, tables, chairs, risers, jumpers, etc., if permitted shall not damage any City property, turf, shrubbery or irrigation or inhibit public access [SDMC §63.0102(b)(4)]. Permittee may not stake anything in turf, dig on park property or tie or adhere anything to trees, shrubbery etc., or City property [SDMC §63.0102(b)(4)]. All signs must be free standing and approved by the park supervisor in writing prior to the event. Items cannot inhibit public access. [SDMC §63.0102(b)(25)]. Inflatable jumps are prohibited in Balboa Park, Presidio Park and Shoreline parks.
14. Electronic amplification for music and/or voice projection must be approved in writing on the final permit by City staff and must comply with City noise regulations [SDMC §59.5.0501]. The required maximum allowance is 65 decibels at 50 feet between the hours of 7:00 a.m.-7:00 p.m. Events violating the maximum allowance may be turned down or shut off by SDPD or Park Ranger.
15. City staff must approve the use of City tables and chairs which are available for indoor use only. All setting up and taking down of tables and chairs will be done by the group using the facility (except in Balboa Park).
16. The City of San Diego does not provide any equipment, electrical power or water hookups for outdoor events. The use of generators must be pre-

approved as a part of the permit process before the event. Safety precautions for use of a generator must be followed. Generator cables must be properly covered and must not impede pedestrian traffic at any time. Drip pans must be placed under the generators to eliminate potential damage.

17. Petting zoos, pony rides or any animal-related activities are not allowed without prior City staff approval. The proper fastening and/or enclosures and the proper care for the animals is required. All County Health Department regulations must be followed. Balboa Park, Mission Bay Park, and Shoreline Parks prohibit the use of pony rides, petting zoos, and livestock demonstrations.

18. Youth activities must be chaperoned by adults. The adult signing the application must be present throughout the entire rental period. When the signing adult cannot be present throughout the entire rental period, the Permittee must provide a list of responsible adults in advance of the rental to the City staff. It is the Permittee's responsibility to ensure that an adequate number of adults will be present depending on the activity, rental size, and ages of the youth participants.

19. All fires must be contained within barbecues. Portable barbecues are permitted and coals must be emptied into the concrete hot coal containers or permanent barbecues.

20. All motor vehicles are restricted to parking lots and public roadways unless prior written authorization is given by the park supervisor.

21. Vehicle parking is prohibited in most parking lots in Mission Bay and the beach areas between 2:00 a.m. to 4:00 a.m. in accordance with SDMC. Some parking lots may have more restrictive hours and/or gates. Each parking lot is signed where parking is prohibited or restricted.

22. The Park and Recreation Department cannot guarantee the planting or blooming of flowers, shrubs, etc. Maintenance schedules cannot be modified (i.e., sprinklers, lawn renovations, fertilization, aeration, mow day, etc.) to accommodate events in public parks.

23. In general, dogs are allowed on beaches after 6 p.m. from April 1st to October 31st or after 4:00 p.m. from November 1st to March 31st. Legally licensed dogs are allowed on the beach and on sidewalks and park areas near the beach during the night and early morning hours until 9 a.m., but they must be leashed.

24. Games such as horseshoes, baseball, lawn darts and other potentially hazardous games may be played only in courts/fields that are specifically designated for these purposes and requires prior written approval of the City staff.

25. The use of gypsum is allowed only for infield marking in baseball or softball. Biodegradable field marking paint must be used for all other field marking. These product(s) must be manufactured in the United States and approved by City staff in writing prior to use and a copy of the Material Safety Data Sheet of the product used must be provided to City staff.

26. Permittee must adhere to all County Health Department Food Handlers regulations. When caterers are used they must have a County Health Department permit. When food is served to the public, a Temporary Food Facility Permit or County Health Food Handlers Permit is required and must be submitted to City staff before a permit will be issued. More information regarding the regulations required to serve food can be obtained from the County Health Department at (619) 338-2222.

27. Alcohol is prohibited in certain parks; please refer to SDMC §56.54. If alcohol will be sold in park facilities, and/or caterers are used, renters are required to obtain a license from the California State Department of Alcoholic Beverage Control (619) 525-4064. Applicants requesting alcohol may be required to furnish additional written approval. Alcohol is not allowed on any athletic fields.

28. The following prohibitions are in place at all City parks and/or facilities:

- Smoking [SDMC §43.1003]
- Open fires [SDMC §63.0102(b)(11)]
- Glass beverage containers [SDMC §63.0102(b)(7)]
- Picking flowers and/or damaging shrubs, plants, and trees [SDMC §62.0604]
- Animals (other than service animals) inside buildings or off leash at any park facility (unless designated as an off leash site) [SDMC §63.0102(b)(2)]
- Soliciting funds [SDMC §63.0102(b) (14)]
- Sale of merchandise [SDMC §63.0102(b)(13)]
- Balloons (all types) at all outdoor areas
- Advertising on City park property; flyers, pamphlets, or handouts are not to be left on cars or passed out in parks [SDMC §63.0102]
- Remote controlled soaring and/or gliding crafts [SDMC §63.0201]

29. The Permittee is required to obtain a minimum of \$1,000,000 general liability insurance with a \$2,000,000 aggregate insurance naming the City of San Diego as additionally insured in the following situations: groups conducting activities, instructions, and competitions; groups using supplemental staff; rentals open to the public; rentals using equipment such as jumpers, carnival, or animal rides; and other situations where deemed necessary.

30. The Permittee shall comply with all applicable provisions of this permit, municipal, state, and federal laws and regulations. It is the responsibility of the Permittee to clear with City staff any special requests not addressed in the Rules and Regulations as presented. Failure to comply may result in the termination of this permit.

Indemnification: Permittee shall protect, defend indemnify, and hold City, its elected officials, officers, representatives, agents, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Permittee's officers, employees, agents, contractors, invitees and guests, which arise out of or are in any manner directly or indirectly connected with this Permit or Permittee's Operations, and all expenses of investigating and defending against same, including without limitation reasonable attorney fees and costs; provided, however, that Permittee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of City, its elected officials, officers, representatives, agents and employees. City may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If City chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, Permittee shall pay all reasonable costs related thereto, including without limitation reasonable attorney fees and costs.

By signing I acknowledged that I read and understood and will abide by all the above listed rules and regulations as they apply to my specific rental or use of City park land or facility.

Signature:

Organization:

Print Name:

Date:

Updated August 2014

Park and Recreation Department

CANCELLATION/REFUND PROCEDURES

As stated in the Park & Recreation Fee Schedule

- 1) Youth League Field Reservations: League Team Fee refunds are permitted up to 14 calendar days before the first scheduled field use provided a written notice of cancellation is submitted. Any cancellations less than 14 calendar days will not be refunded. Field reservation fee is non-refundable.
- 2) Youth League Indoor or Outdoor Court Reservations: League Team Fee refunds are permitted up to 14 calendar days before the first scheduled court use provided a written notice of cancellation is submitted. Any cancellations less than 14 calendar days will not be refunded. Court Reservation Fee is non-refundable.
- 3) Grounds Use Fees: Refunds are permitted if cancellations are received in writing a minimum of 60 days prior to the event, less a \$50 processing fee. Cancellations less than 60 days prior to the event are non-refundable.
- 4) Outdoor Court (except youth leagues): 100% refund if written notice of cancellation is submitted 10 days or more prior to use. Cancellations within 10 days of event forfeit the rental fee.
- 5) Building, Field, Picnic Shelter, Recreation Council Fees and All Other Permit Rentals (not identified above): 100% of paid fees will be refunded provided that the permit holder submits a written advance notice of cancellation at least 30 calendar days prior to the date of the event. Cancellations received less than 30 calendar days prior to the event will be charged 25% of the fee paid. Cancellations received less than 10 calendar days prior to the event will be charged 50% of the fee paid. No refunds for cancellations less than 48 hours.
- 6) Swimming Lessons - Extra care should be given to the selection of classes. There are NO REFUNDS. Class transfers or credit towards another aquatic program may be requested and must be authorized by the Pool Manager. Full refund will be granted only if the class is cancelled by the Pool Manager.
- 7) Pool Rentals - Written cancellations for exclusive rentals must be submitted 14 calendar days prior to the event to receive full refunds. Written cancellations for monthly rentals must be submitted 48 hours prior to the event to receive full refund. Late cancellations will forfeit 25% of the fees paid. Requests for refunds due to rain will be approved provided that a written request (Request for Refund Form AC-1006) is submitted within 48 hours after the scheduled event. Building rental permits cannot be cancelled due to rain (excluding picnic shelters).

To Submit A Request For Refund Due To Cancellation or Refund:

1. Complete the Official Request for Refund Form (AC-1006) and submit it with supporting documents to the Center Director. You will need to contact the Center Director to obtain this form.
2. Provide a detailed description of the reason for the cancellation.
3. Provide the mailing address for delivery of the refund check. Checks will be made payable only to the person/agency that originally paid for the permit.
4. Official City Receipt or Cash Register Tape and Official City Permit must be attached.

YOU WILL RECEIVE A REFUND CHECK 6-8 WEEKS AFTER THE REQUEST FORM IS SUBMITTED.

I have read the above Cancellation/Refund Regulations/Policies, and if I have to cancel the agreement, I will abide with the above procedures.

\_\_\_\_\_  
Applicant Signature Date

**CUSTOM QUESTIONS**

Question	Answer
What type of group classification does your group fall under?	Non Profit Adult (documentation required)
Are you charging admission to your event?	No
Are you planning to have alcohol present at your event.	No
Will you have any equipment needs?	No
Are you planning to use a caterer or sell food at your event?	No
Are you planning to have music or amplified sound?	No
Will you need outdoor or athletic field lighting for your event?	No
Are 75% of your participants seniors (age 62) or persons with disabilities?	No

**WAIVERS**

**Waiver, release of liability and authorization**

Waiver for: Shailesh Rai  
Due Date: Oct 29, 2016

**WAIVER, RELEASE OF LIABILITY, AND AUTHORIZATION FOR MEDICAL TREATMENT**

In consideration of being allowed to participate in City of San Diego and Recreation Council Programs, I acknowledge and agree that:

1. Neither the City of San Diego nor the Recreation Council maintains health insurance for injuries to the participant that may arise out of involvement in classes/activities/events.
2. By virtue of participation, PARTICIPANTS RISK BODILY INJURY, INCLUDING, BUT NOT LIMITED TO, PARALYSIS, DISMEMBERMENT, AND DEATH AND OTHER LOSS INCLUDING DAMAGE TO PROPERTY.
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISK FOR MY CHILD (AND/OR MYSELF).
4. I RELEASE AND HOLD HARMLESS AND PROMISE NOT TO SUE THE CITY OF SAN DIEGO OR THE RECREATION COUNCIL, their officers,

agents or employees with respect to any and all such injury including, but not limited to, paralysis, dismemberment, death or loss except that injury or loss which results from gross negligence or willful or wanton misconduct of one of those individuals or organizations.

5. I agree to inform my child that he/she must follow (or I agree to follow) all safety rules, as well as any instructions given during the classes/activities/events listed below, including during lessons, practices, meets, special events, field trips, games or tournaments.

6. I hereby authorize and give my consent for medical care to be given in an emergency situation to the above named child (or to myself) while participating in this activity, including during lessons, practices, meets, special events, field trips, games or tournaments.

7. THIS AGREEMENT IS BINDING ON MY HEIRS, PERSONAL REPRESENTATIVES, NEXT OF KIN, SPOUSE AND ASSIGNS.

8. I hereby give permission for the above named child (or myself) to be photographed, videotaped or recorded for publicity purposes and that I waive all claims for compensation.

9. I certify to the best of my knowledge my child's (or my) current physical condition is satisfactory for participation in the classes/activities/events listed below and that he/she (or I'm) free of any health problem that would affect his/her (or my) ability to participate. Please note: Individuals with health conditions such as, but not limited to, chronic allergies (i.e. asthma), seizures and epilepsy may not participate until a medical clearance has been submitted. In addition, I must notify the coach/instructor/leader of any health condition(s) prior to participation.

10. I understand and agree that it is my sole responsibility to ensure that the address and emergency contact information are accurate at all times.

11. CONSENT TO TREATMENT OF A MINOR: In the event of sudden illness, accident or injury which may occur while said minor is engaged in classes/activities/events by City of San Diego and their representative, agents or assignees, when neither the parents, guardian or designated family physician can be contacted, I hereby give my consent for emergency treatment as shall be necessary under the circumstance by any physician licensed under the laws of the State of California.

12. This waiver, release of liability and authorization for medical treatment shall pertain to all classes/activities/events to which the participant(s) have herein enrolled.

#### Waiver, Release of Liability, and Authorization for Medical Treatment

Waiver Signed by: Shailesh Rai on Oct 7, 2016

Signature: \_\_\_\_\_

#### Permit Waiver

Waiver for: Shailesh Rai

Due Date: Oct 29, 2016

I understand and agree by applying for this permit that I am responsible for the conduct of the attendees, and that any violation of the rules and condition of issuance of the permit by any attendee may result in the immediate cancellation of this permit, once issued, by any public officer or police officer of the City of San Diego. I agree to abide by the rules and certify that I, on behalf of the applicant or organization, am also authorized to commit that organization, and thereof agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the event to the City of San Diego. I also understand that acceptance of application should in no way be construed as a final approval/confirmation of this request.

Waiver Signed by: Shailesh Rai on Oct 7, 2016

Signature: \_\_\_\_\_

#### San Diego Park and Recreation Department

202 C Street, MS 37C

San Diego, CA 92101

[www.sandiego.gov/park-and-recreation](http://www.sandiego.gov/park-and-recreation)

#### Methods of Payment

Visa, MasterCard, Discover Card, Other

#### Have Questions?

[Online Registration FAQs](#)

#### Stay Connected

[www.sandiego.gov/park-and-recreation/general-](http://www.sandiego.gov/park-and-recreation/general-info/about/mypark.shtml)

[info/about/mypark.shtml](http://www.sandiego.gov/park-and-recreation/general-info/about/mypark.shtml)

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