

**FIRST AMENDMENT
TO
USE AGREEMENT
BETWEEN THE TOWN OF LOS GATOS AND WEST VALLEY RED HAWKS LACROSSE
CLUB
FOR USE OF THE LOS GATOS CREEKSIDE SPORTS PARK**

This FIRST AMENDMENT to USE AGREEMENT is entered into this 17th day of May, 2018, by and between the **TOWN OF LOS GATOS**, State of California ("Town"), and **WEST VALLEY RED HAWKS LACROSSE CLUB**, a California nonprofit corporation ("Red Hawks").

RECITALS

- A. Town and Red Hawks entered into a Use Agreement on July 16, 2014, for use of the Los Gatos Creekside Sports Park, a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment.
- B. Town and Red Hawks mutually desire to extend the term of the existing Use Agreement for one three-year period.

FIRST AMENDMENT

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. The term of this Agreement shall be extended for one additional three-year term as outlined in section 3 of the Use Agreement from July 1, 2017 through June 30, 2020.
- 2. All other Terms and Conditions of the Use Agreement shall remain in effect.

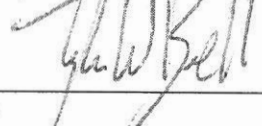
IN WITNESS WHEREOF:

Town of Los Gatos, by:



Laurel Prevetti, Town Manager

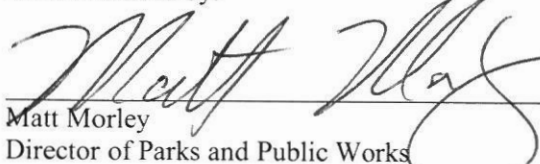
West Valley Red Hawks Lacrosse Club, by:



Signature
Tyler Bell, President, West Valley Red Hawks

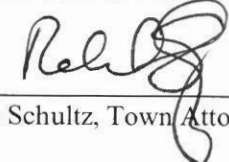
Print Name and Title

Recommended by:



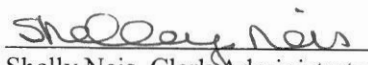
Matt Morley
Director of Parks and Public Works

Approved as to Form:



Rob Schultz, Town Attorney

Attest:

 2/5/19

Shelly Neis, Clerk Administrator
Town

**USE AGREEMENT
BETWEEN THE TOWN OF LOS GATOS
AND
WEST VALLEY RED HAWKS LACROSSE CLUB**

This USE AGREEMENT is entered into this 7/16 day _____, 2014, by and between the **TOWN OF LOS GATOS**, State of California ("Town"), and **WEST VALLEY RED HAWKS LACROSSE CLUB** ("Red Hawks")

RECITALS

- A. Town is the owner of Creekside Sports Park, located at 930 University Avenue, Los Gatos, California.
- B. The Red Hawks is a non-profit, club sponsored program run by volunteers and parent coaches established in 2004 to bring the sport of lacrosse to the Los Gatos-Saratoga area, with boys teams ranging from 2nd through 8th grade and girls teams from 2nd through 6th grade, which will expand to 7th and 8th grade in the future.
- C. Red Hawks is an affiliate of the Northern California Junior Lacrosse Association (NCJLA) and as such, its coaches, players, officials and parents are required to abide by the United States Lacrosse "Code of Conduct" that embodies basic common sense principles, demonstrates consideration of others, and projects a positive image to the boys and girls that participate in their programs.
- D. The Red Hawks were one of the community partners that supported the acquisition and development of the Creekside Sports Park.
- E. Town and Red Hawks each desire an agreement between them setting forth the specific terms and conditions under which the Red Hawks may use the Creekside Sports Park, including: hours of use; responsibility for maintenance of the fields and adjacent grounds; use and maintenance of associated facilities and structures, storage of Red Hawks goods and equipment; and other related items.

AGREEMENT

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Subject Premises. The Premises covered by this Agreement is the Creekside Sports Park, located at 930 University Avenue, Los Gatos, California. A drawing depicting the Premises is attached hereto and incorporated by reference (Attachment A).
2. Use of Premises. Red Hawks shall have exclusive use of the Premises, except bathrooms and parking, which are open to the public at large, only during those times and dates as shown on Attachment B, "Annual Schedule". No later than October 15th of each year this Agreement is in force, Red Hawks and Town staff shall meet to develop an Annual Schedule for the following calendar year. Town retains the right to use or authorize the use of the Premises for all dates and times not allocated to Red Hawks in the Annual Schedule.

Red Hawks may request changes to the Annual Schedule by written notification to the Department of Parks and Public Works, but shall endeavor to minimize changes to the schedule

during each calendar year. All changes should be made in writing no less than 30 days prior to the effective date of the change. The Town of Los Gatos shall have sole authority to approve the Annual Schedule and any requested changes to the Annual Schedule.

3. Term of Agreement. Unless terminated sooner pursuant to Section 16 of this Agreement, this Agreement shall expire on June 30, 2017. The term of this Agreement may be extended for up to two additional three year periods upon mutual written consent of the parties.
4. Annual Use Fee. Beginning July 1, 2014, and every year thereafter, Red Hawks shall pay the Town of Los Gatos an Annual Use Fee for the use of the Premises. The initial Annual Use Fee shall be \$5,000. The Annual Use Fee shall be considered full and fair compensation for exclusive use of the facility for those days and times indicated on the Annual Schedule. On July 1, 2015, and each anniversary thereafter, the Annual User Fee shall be adjusted according to the percent change in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index, *All Items, All Urban Consumers, San Francisco-Oakland-San Jose, 1982-84-100 Index*.
5. Facility Maintenance Fee. Beginning July 1, 2014, and continuing for the full term of this agreement, including any extensions, each participant in the Red Hawks Lacrosse program using the Creekside Sports Park will be charged a \$2.00 Facility Maintenance Fee (FMF) per season. The Facility Maintenance Fee shall be assessed by the Red Hawks at the time of registration or and payment of program fees, and shall be retained by the Red Hawks in a separate account and remitted to the Town annually in conjunction with payment of the Annual Use Fee, no later than July 1 of each year this agreement is in force. Participants shall be charged a FMF for each distinct season at which registration and fees are typically collected by the Red Hawks.

FMF revenue received by the Town from the Red Hawks shall be used solely to fund the cost of maintenance and operations of the Premises.
6. Additional Annual Use Fee Adjustment. Should Red Hawks increase or decrease its requested hours of use as set forth in Attachment B, Annual Schedule, by 5% or more, the Annual Use Fee shall be adjusted proportionally based on the percentage change in hours. In no case shall the Annual Use Fee be decreased by more than 10% below the initial Annual Use Fee set forth in Section 4.
7. Maintenance. Red Hawks shall be responsible for the maintenance responsibilities set forth in Attachment C, Maintenance Responsibilities.
8. Facility Use Policies. Red Hawks shall comply, without limitation, to all applicable provisions of the Los Gatos Town Code, with special attention to the provisions of Chapter 19, Parks and Recreation. Red Hawks shall also comply with any park rules and regulations established by the Director of Parks and Public Works pursuant to Section 19.10.025(17) of the Town Code, including those rules set forth in Attachment D, Town of Los Gatos Park Rules and Regulations, and Attachment E, Town of Los Gatos Creekside Sports Park Special Use Policies. Failure to comply with these policies may result in suspension and/or termination of this agreement.
9. Payment. Red Hawks shall make all payments required pursuant to this Agreement, whether or not invoiced by Town, no later than July 1 of each year payments are due. All payments shall be mailed by first class mail or delivered in person at Town offices and addressed as follows:

Town of Los Gatos Finance Department
P.O. Box 655
Los Gatos, California 95030

10. Assignment. Red Hawks shall not assign any portion of this Agreement, or allow any use of the Premises by any other person or entity contrary to the terms of this Agreement, without prior written approval of Town. Red Hawks is expressly prohibited from use of the Premises for any activity other than activities sanctioned and associated with Red Hawks.
11. Personal Property. Personal property of Red Hawks shall be Red Hawks' sole responsibility to acquire, repair, replace and store. Red Hawks shall remove its personal property at the expiration or termination of this Agreement. Any personal property not so removed shall become the sole property of Town with no compensation.
12. Insurance.
 - (a) Minimum Scope of Insurance:
 - (i) Red Hawks agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring the Red Hawks, its officers and employees to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. Insurance is to be placed with insurers with a current Best's rating of no less than B+.
 - (ii) Red Hawks agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy insuring the Red Hawks, its officers and employees to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
 - (iii) Red Hawks shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Red Hawks shall provide all certificates and endorsements before term of Agreement begins.
 - (b) General Liability:
 - (i) The Town, its officers, employees and volunteers are to be covered as additional insured as respects to liability arising out of activities occurring on or related to the occupancy and use of the Premises by the Red Hawks.
 - (ii) The Red Hawks insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officials, employees or volunteers shall be excess of the Red Hawks insurance and shall not contribute with it.
 - (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
 - (iv) The Red Hawks insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- (c) All Coverages. Each insurance policy required in this Paragraph 12 shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. The Red Hawks shall ensure that current certification of such insurance is on file at all times with the Town Clerk during the term of this agreement.
 - (d) Workers' Compensation. In addition to these policies, Red Hawks shall have and maintain Workers' Compensation insurance as required by California law. Further, Red Hawks shall ensure that all contractors employed on the Premises by the Red Hawks provide the required Workers' Compensation insurance for their respective employees.
 - (e) Property Insurance. Town shall have no obligation to maintain any insurance of the Premises or any personal property placed on the Premises. Red Hawks shall be solely responsible for obtaining whatever insurance coverage that the Red Hawks believes may be appropriate to protect and indemnify the Red Hawks for loss to the Premises or to any personal property that the Red Hawks may place on the Premises.
- 13. Indemnification. Red Hawks agrees to indemnify, hold harmless, and defend the Town, its officers, employees, volunteers, and agents, from and against any and all damages, claims or liability, penalties, costs or expenses in law or equity that may at any time arise from any loss, damage, or injury to persons or property occurring in or about the Premises that arises out of or incident to the Red Hawks' use of the Premises, including use by anyone that the Red Hawks has permitted or allowed to use the Premises. This obligation to indemnify, hold harmless, and defend applies whether or not the incident or claim or liability is or may be related to negligence on the part of the Town.
- 14. Damage and Destruction.
 - (a) Damage or destruction of any portion of the Premises by any cause shall not terminate this Agreement or otherwise affect the respective obligations of the two parties, any present or future law to the contrary notwithstanding, except pursuant to the provisions of this Paragraph 13.
 - (b) If because of the destruction or damage to the Premises, the Premises is entirely unsuitable or inadequate for the use specified herein, Red Hawks shall be entitled to a pro rata rebate of the fee paid to the Town calculated by dividing the Annual User Fee by the total number of hours of exclusive use as shown in Attachment A, Annual Schedule and then multiplying this calculated hourly rate by the number of hours remaining on the Annual Schedule after the date of the damage or destruction of the Premises.
 - (c) Under no circumstances does the Town have any obligation to provide the Red Hawks with an alternative property to conduct its operations, and the Red Hawks is solely responsible for obtaining such insurance as the Red Hawks deems appropriate to protect its interests should damage or destruction to the Premises occur.
 - (d) Red Hawks shall be liable for any loss, damage or injury to the field and/or Sports Park premises as a result of the direct or indirect use of the premises by Red Hawks under this agreement.
- 15. Compliance with Town Code. Red Hawks shall comply with all provisions of the Town Code, including the provisions of Chapter 19 of the Code concerning Parks and Recreation.

16. Termination.

- (a) Should Town terminate prior to the end of the term of this Agreement, Red Hawks shall be entitled to a pro rata rebate of the Annual Use Fee calculated by dividing the Annual User Fee by the total number of hours of exclusive use as shown in Attachment B, Annual Schedule and then multiplying this calculated hourly rate by the number of hours remaining on the Annual Schedule after the effective date of termination.
- (b) Red Hawks shall promptly terminate its use of the Premises at the termination of this Agreement, leaving the Premises in the same condition it was received, in good order and repair, reasonable wear and tear and damage by the elements excepted. All improvements and alterations made by the Red Hawks shall become the property of the Town upon termination of the Agreement without compensation by Town. Any personal property not removed by the Red Hawks within thirty (30) days of the termination of this License Agreement shall become the property of the Town and may be disposed of as the Town in its sole discretion deems advisable.
- (c) This Agreement shall continue in full force and effect unless prior to February 1st of any calendar year, either Party provides written notice to the other Party that it desires to terminate the Agreement for convenience and, upon such notice, the Agreement shall terminate on June 30th of the same calendar year.
- (d) If Town in its sole discretion determines that it requires the Premises for any public purpose, Town may terminate this Agreement upon one hundred eighty (180) days written notice. In the event of an emergency, Town may terminate this Agreement upon five (5) days written notice. "Emergency," for the purposes of this paragraph, is defined as when the Town Council declares a State of Emergency. Upon termination of this Agreement in the event of an Emergency, Town and Red Hawks will work cooperatively to develop a written plan for transition of services and vacation of Premises by Red Hawks.
- (e) In the event of any material default or breach by Red Hawks, Town may at any time thereafter, following any notice required by statute, and without limiting Town in the exercise of any right or remedy which may have reason of such default or breach:
 - a. Terminate Red Hawks' right to possession of the Premises by any lawful means, in which case this Agreement shall terminate and Red Hawks shall immediately surrender possession of the Premises to Town. In such event, Town shall be entitled to recover from Red Hawks any damages incurred by Town by reason of Red Hawks' default including but not limited to: the cost of recovering possession of the Premises and reasonable attorneys' fees.
 - b. Pursue any other remedy now or hereafter available to Town under the laws of the State of California. Town shall have all remedies provided in law and equity.
- (f) Red Hawks waives all rights of redemption or relief from forfeiture under California Code of Civil Procedure sections 1174 and 1179, and any other present and future law, in the event Red Hawks is evicted or Town otherwise lawfully takes possession of the Premises by reason of any default or breach of this Agreement by Red Hawks.
- (g) If Red Hawks fails to remove any personal property belonging to Red Hawks from the Premises after forty-five (45) days of the expiration or termination of this Agreement, such

property shall at the option of the Town be deemed to have been transferred to Town. Town shall have the right to remove and to dispose of such property without liability to Red Hawks or to any person claiming under Red Hawks, and the Town shall have no need to account for such property.

17. No Property Rights. Nothing in this Agreement is in any way intended to establish, convey, create or otherwise grant to Red Hawks any form of property rights in the Premises, nor shall such rights be established, conveyed, created or otherwise granted by Red Hawks's use of the Premises pursuant to this Agreement. Red Hawks hereby acknowledges that it currently has no property interest in the Premises or any improvements thereto or fixtures location thereon, and that any claim it may have to same is hereby and forever waived.

18. Notices. Any written correspondence or Notices given under this Agreement shall be addressed as follows:

To the Red Hawks:
President
West Valley Red Hawks Lacrosse Club
126 Twin Oaks Drive
Los Gatos, CA 95032

To the Town:
Director
Department of Parks and Public Works
Town of Los Gatos
41 Miles Avenue
Los Gatos, CA 95030

Notices shall be delivered by first class, postage prepaid mail or in person. If mailed, a notice shall be deemed effective on the fifth day following deposit in the U.S. Mail.

19. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this License Agreement.
20. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the Agreement between Town and Red Hawks. No terms, conditions, understanding or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF:

Town of Los Gatos, by:

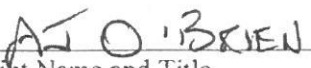


Greg Larson, Town Manager

West Valley Red Hawks Lacrosse Club, by:



Signature

 AJ O'BRIEN, PRESIDENT

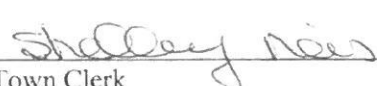
Print Name and Title

Approved as to Form:



Robert Schultz, Town Attorney

Attest:



Town Clerk

ATTACHMENT A
CREEKSIDE SPORTS PARK



ATTACHMENT B
ANNUAL USE SCHEDULE

January 2015

January 2015						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

February 2015						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Dec 28	29	30	31	Jan 1, 15	2	3
4	5 3:30pm 7:00pm WVRHL Practice (Los Gatos Creekside Sports Park)	6	7 3:30pm 7:00pm WVRHL Practice (Los Gatos Creekside Sports Park)	8	9	10 9:00am 1:00pm WVRHL Games (Los Gatos Creekside Sports Park)
11	12 3:30pm 7:00pm WVRHL Practice (Los Gatos Creekside Sports Park)	13	14 3:30pm 7:00pm WVRHL Practice (Los Gatos Creekside Sports Park)	15	16	17 9:00am 1:00pm WVRHL Games (Los Gatos Creekside Sports Park)
18	19 3:30pm 7:00pm WVRHL Practice (Los Gatos Creekside Sports Park)	20	21 3:30pm 7:00pm WVRHL Practice (Los Gatos Creekside Sports Park)	22	23	24 9:00am 1:00pm WVRHL Games (Los Gatos Creekside Sports Park)
25	26 3:30pm 7:00pm WVRHL Practice (Los Gatos Creekside Sports Park)	27	28 3:30pm 7:00pm WVRHL Practice (Los Gatos Creekside Sports Park)	29	30	31 9:00am 1:00pm WVRHL Games (Los Gatos Creekside Sports Park)

February 2015

February 2015							March 2015						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28
							29	30	31				

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Feb 1	2	3	4	5	6	7
	3:30pm 7:00pm WVRHL Practice (Los Gatos Creekside Sports Park)		3:30pm 7:00pm WVRHL Practice (Los Gatos Creekside Sports Park)			9:00am 1:00pm WVRHL Games (Los Gatos Creekside Sports Park)
8	9	10	11	12	13	14
	3:30pm 7:00pm WVRHL Practice (Los Gatos Creekside Sports Park)		3:30pm 7:00pm WVRHL Practice (Los Gatos Creekside Sports Park)			9:00am 1:00pm WVRHL Games (Los Gatos Creekside Sports Park)
15	16	17	18	19	20	21
	3:30pm 7:00pm WVRHL Practice (Los Gatos Creekside Sports Park)		3:30pm 7:00pm WVRHL Practice (Los Gatos Creekside Sports Park)			9:00am 1:00pm WVRHL Games (Los Gatos Creekside Sports Park)
22	23	24	25	26	27	28
	3:30pm 7:00pm WVRHL Practice (Los Gatos Creekside Sports Park)		3:30pm 7:00pm WVRHL Practice (Los Gatos Creekside Sports Park)			9:00am 1:00pm WVRHL Games (Los Gatos Creekside Sports Park)

Feb 1 - 7

Feb 8 - 14

Feb 15 - 21

Feb 22 - 28

March 2015

March 2015							April 2015						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7	5	6	7	8	9	10	11
8	9	10	11	12	13	14	12	13	14	15	16	17	18
15	16	17	18	19	20	21	19	20	21	22	23	24	25
22	23	24	25	26	27	28	26	27	28	29	30		
29	30	31											

Sunday		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Mar 1	2	3	4	5	6	7	9:00am 1:00pm WVRHL Games (Los Gatos Creekside Sports Park)
8	9	10	11	12	13	14	9:00am 1:00pm WVRHL Games (Los Gatos Creekside Sports Park)
15	16	17	18	19	20	21	9:00am 1:00pm WVRHL Games (Los Gatos Creekside Sports Park)
22	23	24	25	26	27	28	9:00am 1:00pm WVRHL Games (Los Gatos Creekside Sports Park)
29	30	31	Apr 1	2	3	4	9:00am 1:00pm WVRHL Games (Los Gatos Creekside Sports Park)

Mar 1 - 7

Mar 8 - 14

Mar 15 - 21

Mar 22 - 28

Mar 29 - Apr 4

April 2015

April 2015

Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2015

Su	Mo	Tu	We	Th	Fr	Sa
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Mar 29	30	31	Apr 1	2	3	4
			3:30pm 7:00pm WVRHL Practice (Los Gatos Creekside Sports Park)			9:00am 1:00pm WVRHL Games (Los Gatos Creekside Sports Park)
5	6	7	8	9	10	11
	3:30pm 7:00pm WVRHL Practice (Los Gatos Creekside Sports Park)		3:30pm 7:00pm WVRHL Practice (Los Gatos Creekside Sports Park)			9:00am 1:00pm WVRHL Games (Los Gatos Creekside Sports Park)
12	13	14	15	16	17	18
	3:30pm 7:00pm WVRHL Practice (Los Gatos Creekside Sports Park)		3:30pm 7:00pm WVRHL Practice (Los Gatos Creekside Sports Park)			9:00am 1:00pm WVRHL Games (Los Gatos Creekside Sports Park)
19	20	21	22	23	24	25
	3:30pm 7:00pm WVRHL Practice (Los Gatos Creekside Sports Park)		3:30pm 7:00pm WVRHL Practice (Los Gatos Creekside Sports Park)			9:00am 1:00pm WVRHL Games (Los Gatos Creekside Sports Park)
26	27	28	29	30	May 1	2
	3:30pm 7:00pm WVRHL Practice (Los Gatos Creekside Sports Park)		3:30pm 7:00pm WVRHL Practice (Los Gatos Creekside Sports Park)			

Mar 29 - Apr 4

Apr 5 - 11

Apr 12 - 18

Apr 19 - 25

Apr 26 - May 2

May 2015

June 2015

May 2015

Su	Mo	Tu	We	Th	Fr	Sa
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Apr 26	27	28	29	30	May 1	2
						9:00am 1:00pm WVRHL Games (Los Gatos Creekside Sports Park)
3	4	5	6	7	8	9
	3:30pm 7:00pm WVRHL Practice (Los Gatos Creekside Sports Park)		3:30pm 7:00pm WVRHL Practice (Los Gatos Creekside Sports Park)			9:00am 1:00pm WVRHL Games (Los Gatos Creekside Sports Park)
10	11	12	13	14	15	16
	3:30pm 7:00pm WVRHL Practice (Los Gatos Creekside Sports Park)		3:30pm 7:00pm WVRHL Practice (Los Gatos Creekside Sports Park)			9:00am 1:00pm WVRHL Games (Los Gatos Creekside Sports Park)
17	18	19	20	21	22	23
	3:30pm 7:00pm WVRHL Practice (Los Gatos Creekside Sports Park)		3:30pm 7:00pm WVRHL Practice (Los Gatos Creekside Sports Park)			
24	25	26	27	28	29	30
31	Jun 1	2	3	4	5	6

4/26 - 5/1

5/3 - 8

5/10 - 15

5/17 - 22

5/24 - 29

5/31 - 6/5

Dorrie Romero

June 2015

June 2015							July 2015						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7	5	6	7	8	9	10	11
8	9	10	11	12	13	14	12	13	14	15	16	17	18
15	16	17	18	19	20	21	19	20	21	22	23	24	25
22	23	24	25	26	27	28	26	27	28	29	30	31	

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
May 31	Jun 1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	Jul 1	2	3	4
Jun 28 - Jul 4						
Jun 21 - 27						
Jun 14 - 20						
Jun 7 - 13						
May 31 - Jun 6						

July 2015

July 2015							August 2015						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	8	9	10	11	2	3	4	5	6	7	1
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30	31					

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Jun 28	29	30	Jul 1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
9:00am 1:00pm WVRHL Field Time (Los Gatos Creekside Sports Park)						
19	20	21	22	23	24	25
9:00am 1:00pm WVRHL Field Time (Los Gatos Creekside Sports Park)						
26	27	28	29	30	31	Aug 1
9:00am 1:00pm WVRHL Field Time (Los Gatos Creekside Sports Park)						

Jun 28 - Jul 4

Jul 5 - 11

Jul 12 - 18

Jul 19 - 25

Jul 26 - Aug 1

August 2015

August 2015							September 2015						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	29	30			
30	31												

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Jul 26	27	28	29	30	31	Aug 1
2	3	4	5	6	7	8
9:00am 1:00pm WVRHL Field Time (Los Gatos Creekside Sports Park)						
9	10	11	12	13	14	15
9:00am 1:00pm WVRHL Field Time (Los Gatos Creekside Sports Park)						
16	17	18	19	20	21	22
9:00am 1:00pm WVRHL Field Time (Los Gatos Creekside Sports Park)						
23	24	25	26	27	28	29
30	31	Sep 1	2	3	4	5

September 2015

September 2015							October 2015						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
6	7	1	2	3	4	5	4	5	6	7	8	9	10
13	14	15	16	17	18	19	11	12	13	14	15	16	17
20	21	22	23	24	25	26	18	19	20	21	22	23	24
27	28	29	30				25	26	27	28	29	30	31

Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
Aug 30	31			Sep 1	2			3	4		5		
6	7			8	9			10	11		12		
13	14			15	16			17	18		19		
20	21			22	23			24	25		26		
27	28			29	30			Oct 1	2		3		

Aug 30 - Sep 5

Sep 6 - 12

Sep 13 - 19

Sep 20 - 26

Sep 27 - Oct 3

Dorrie Romero

October 2015

October 2015							November 2015						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
4	5	6	7	8	9	10	1	2	3	4	5	6	7
11	12	13	14	15	16	17	8	9	10	11	12	13	14
18	19	20	21	22	23	24	15	16	17	18	19	20	21
25	26	27	28	29	30	31	22	23	24	25	26	27	28

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Sep 27	28	29	30	Oct 1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Sep 27 - Oct 3

Oct 4 - 10

Oct 11 - 17

Oct 18 - 24

Oct 25 - 31

November 2015

November 2015							December 2015						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30						29	30	31				

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Nov 1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	Dec 1	2	3	4	5
Nov 29 - Dec 5 3:00pm 5:00pm WVRHL Field Time (Los Gatos Creekside Sports Park)						

December 2015

December 2015							January 2016						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
6	7	8	9	10	11	12	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28	29	30
							31						

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Nov 29	30	Dec 1	2	3	4	5
6	7	8	9	10	11	12
3:00pm 5:00pm WVRHL Field Time (Los Gatos Creekside Sports Park)						
13	14	15	16	17	18	19
3:00pm 5:00pm WVRHL Field Time (Los Gatos Creekside Sports Park)						
20	21	22	23	24	25	26
3:00pm 5:00pm WVRHL Field Time (Los Gatos Creekside Sports Park)						
27	28	29	30	31	Jan 1, 16	2

Nov 29 - Dec 5

Dec 6 - 12

Dec 13 - 19

Dec 20 - 26

Dec 27 - Jan 2

ATTACHMENT C

MAINTENANCE RESPONSIBILITIES

Red Hawks shall be responsible for the following:

1. Following each scheduled use, pick up and deposit in receptacles or dumpsters all recyclables, litter and trash from field, walkways, building areas and parking lot.
2. Emptying of receptacles and recycling containers on an "as-needed" basis during or following scheduled use, particularly during tournaments or other heavy use events.
3. Maintaining all lacrosse goals and associated equipment, and ensuring that they are used in a safe and secure manner.

The Town of Los Gatos shall be responsible for the following:

1. Opening and closing of premises and restrooms.
2. Cleaning and restocking of restrooms on a daily basis.
3. Providing extra liners for garbage and recycling receptacles as may be needed by Red Hawks.
4. Maintenance of building, parking lot and security lighting.
5. Landscape and irrigation maintenance.
6. Maintenance of all structures, walkways, hardscape, fencing, gates and other surfaces.
7. Field maintenance including twice-a-year relining of the field, once prior to February 20th, and the second time at the discretion of the Town.
8. Parking lot sweeping.
9. Graffiti abatement.

ATTACHMENT D

TOWN OF LOS GATOS PARK RULES AND REGULATIONS

All park users shall comply with the provisions of Chapter 19, Parks and Recreation of the Los Gatos Town Code, and the these Park Rules and Regulations established by the Director of Parks and Public Works pursuant to Section 19.10.025(17) of the Los Gatos Town Code

General

Hours: Parks and trails are open from official sunrise to one-half hour after sunset, unless posted otherwise.

Parking at Oak Meadow Park:	<u>Residents of Los Gatos</u> (all residents living in 95030 & 95032 zip codes)	FREE
	<u>Non-Residents</u> (includes people living in 95033 zip code)	\$6.00 per vehicle

Parking at all other Parks: Free

No Smoking

- Smoking is prohibited within any park or on any trail.

Food & Alcohol

- Beer and wine are allowed with a picnic meal but must not leave the picnic site.
- A Vehicle Escort Permit is required when a caterer delivers food to a picnic site.
- Barbecues are not allowed at Belgatos Park.

Decorations & Signs

- Decorations must not interfere with other picnic sites.
- Decorations must be cleaned up and removed before leaving the park.
- Directional signs may be posted in designated areas, but must be removed before leaving.
- No tacks, nails or staples on park signs, tables or trees.
- No confetti, Egg toss or piñatas are allowed.

Dogs

- A six (6) foot leash is required at all times and dogs must be kept under physical control.
- Pet owners are required to immediately clean-up after their pets.

Miscellaneous

- Portable BBQs (gas or charcoal) are allowed in picnic areas only.
- Portable radios are allowed.
- Loud music is not allowed at any hour.
- Volleyball and Badminton nets are allowed.
- Portable toilets are not allowed.
- Petting zoos and pony rides are not allowed.
- Water slides and "Slip-n-Slides" are not allowed.
- Organized sports activities are not allowed without a permit.
- No golfing within any park.
- No overnight camping allowed.
- No sale or vending or other commercial activity except by permit.

Clean-Up

- Facilities rented and used must be left in clean condition. A fee will be assessed to you for leaving the picnic area unclean or damaged.
- Applicant should provide means to clean up site, including extra trash bags.
- Pick-up and dispose of all trash and food waste materials at reserved park site.
- Remove cans, bottles, bags, decorations, balloons, food and debris from park site. Use trash cans.
- Allow fires in barbecue pits to burn out. Do not use water because it will damage the grill and pit.

Reservations

- Prior to selecting and reserving any picnic area or bandstand/gazebo, we recommend that the applicant visit the park facility in advance or view [Parks & Trails Map](#) to obtain details of each of Town's parks and trails, including maps and driving directions. A [Park and Trails Map](#) is available online and at Town offices.
- The Parks and Public Works Department staff will finalize your reservation request once you have completed the [on-line reservation](#) process and payment by credit card in full is received. Checks will no longer be accepted. A reservation fee will be charged for each site you reserve. If you reserve two or more sites, a fee will be assessed for each site, as applicable. Park reservations do not include parking. Please view the [Fee Schedule](#) for current charges.
- Requests to reserve a picnic area should not be submitted with less than 48 hours of advance notice prior to the requested reservation date. All reservation requests must be completed through the on-line reservation process. Reservations by phone will not be accepted.
- All information collected is only for the use of the Town of Los Gatos Parks and Public Works Department for park reservations and will not be sold or shared with

outside vendors. Also be assured that all data you send as part of this reservation process is through a secure server and the data is encrypted for transmission. We do not keep any of your credit card information on our system.

Permits

- Special Use Permits are required for the following:
 1. Use of a group area for 25 people or more.
 2. Use of a jump house at any park in Los Gatos.
 3. Use of a vehicle escort at any park.
 4. Use of Bocce ball Courts at Oak Meadow Park.
 5. Use of Gazebo/Bandstand at Oak Meadow Park.
 6. For any organized recreational activities, such as formal classes or other similar activities.
- The permittee, under Town Municipal Code, Section 19.30.025, shall be bound by all park rules and regulations, and all applicable ordinances. The person to whom such permit is issued shall be liable for any loss, damage or injury sustained by the Town or by any person whomsoever by reason of the negligence of the person to whom such permit shall have been issued.
- Special Use Permit is approved by the Parks & Public Works Department upon review of reservation request and payment of applicable deposit.
- Use of a disc jockey (DJ) at the Gazebo/Bandstand at Oak Meadow Park is allowed only after receiving a Special Events Permit from the Los Gatos-Monte Sereno Police Department. The Police Department number is (408) 354-8600.
- An insurance certificate in the amount of \$1 million, naming the Town of Los Gatos, its Council members, Boards, Commissions, employees and agents as additionally insured is required for groups of over 100 people (reservations for events such as weddings, reunions and company picnics).
- Permits cannot be transferred, assigned or sublet.

Jump Houses

- Use of a jump house requires a Special Use Permit. At Oak Meadow Park, a Special Use Permit for jump houses can be requested only if the associated picnic area is reserved concurrently.
- Jump houses can be rented only from companies that have provided proof of liability insurance naming the Town of Los Gatos as the additional insured. The following companies have registered with the Clerk's Office and have provided the required certificate:

Astro Events & Jump	(800) 300-0922
Bali Baly Jump	(408) 226-2706
Jump For Fun	(800) 281-6792
Bay Area Jump	(800) 514-5867
Jump For Joy	(800) 418-5867

- Any jump house company not listed above must provide insurance to the Town of Los Gatos Clerk's Office for consideration. A permit will not be issued to an applicant without providing proof of insurance from the vendor.

- Jump houses must be hand carried in to the park and placed in the area specified by the Parks Service Officer.
- No electricity is provided at the park for jump houses.
- Jump houses with combined features such as a jumper and a slide and/or obstacle course, and features containing water are not allowed.
- Personally owned jump houses are not allowed.
- Jump house fees for residents are \$95. Non-resident fees are \$125.
- A Jump House Permit does not include Picnic Area Use Permit. Each must be obtained separately.

Vehicle Escort

Individuals renting a park facility can request a staff vehicle escort to assist with the transport of supplies to/from a designated picnic area. Reservations must be made five (5) business days in advance of the event date for this service.

- No vehicles are allowed beyond designated public parking lots. If an individual would like to drop off supplies or equipment beyond these areas in a vehicle, a vehicle escort is required.
- Vehicle escorts conducted by a Park Service Officer must be scheduled in advance.
- Vehicle escorts are not available for Picnic Areas 1, 2, & 7 at Oak Meadow Park.

ATTACHMENT E

TOWN OF LOS GATOS CREEKSIDE SPORTS PARK SPECIAL USE POLICIES

All park users shall comply with the provisions of Chapter 19, Parks and Recreation of the Los Gatos Town Code; Park Rules and Regulations established by the Director of Parks and Public Works pursuant to Section 19.10.025(17) of the Los Gatos Town Code; and these Special Rules and Regulations, also established pursuant to Section 19.10.025(17) of the Los Gatos Town Code. Permitted groups have priority use and other users shall promptly vacate field upon request by permitted users

No Smoking

- Smoking of any substance and use of any tobacco product, including chewing tobacco, is prohibited.

Artificial Turf Field and Warm Up Area Use

- No metal cleats or spikes allowed.
- No metal stakes, such as umbrellas or shade structures permitted.
- No bare feet.
- No spitting on artificial turf surfaces.
- No vehicles allowed on field or warm-up area
- No marking or painting of turf unless approved by the Town of Los Gatos.
- No golfing or use of golf clubs.
- No discus, hammer, javelin or other field events permitted.

Food & Beverages

- No alcoholic beverages permitted within Creekside Sports Park.
- No open fires, flames or portable barbecues (gas or charcoal) permitted.
- No chewing gum or sunflower seeds allowed within Creekside Sports Park.
- No food or beverages allowed on playing field other than water.
- No glass bottles or containers allowed on field or warm-up areas.

Dogs and Other Animals

- No dogs or other animals allowed except for certified guide animals.

Signage

- Signs may be affixed with string, rope or ties only. No tape, tacks, staples, or nails allowed.
- All signage and ties must be removed after use.
- No staking of any team signs or banners allowed.