



## SPECIAL PARK USE ADDENDUM

### Kelley Park Disc Golf Course Silicon Valley Disc Golf Club

### Kelley Park –Historic Orchard January 1, 2017 – December 31, 2017

This Addendum is an integral part of the terms and conditions of the attached park use permit. As indicated by signature below, permit holder understands and agrees that permission for use of park facilities is contingent upon compliance with the following rules, regulations, and conditions:

#### PARK USE PERMIT OVERVIEW

1. The **Special Park Use Unit (SPU)** of the Parks, Recreation, and Neighborhood Services (PRNS) grants **Silicon Valley Disc Golf Club (SVDGC) (Applicant)** a permit for use of **Kelley Park – Historic Orchard near K-4 Lot** for a nonexclusive **Annual permit** for use of the 18-Hole Free Public Disc Golf Course.
2. The **Applicant** agrees to observe the hours and dates of the permit:
  - Disc Golf Operation: Daily from January 1, 2017 – December 31, 2017  
Hours: 8:00 a.m. to Sunset
  - League Play: Sundays, April 1, 2017 – September 30, 2017 (singles play)  
Tuesdays, April 1, 2017 – September 30, 2017 (triples play)  
Fridays, April 1, 2017 – September 30, 2017 (doubles play)  
Hours: 8:00 a.m. to Sunset

#### GENERAL PARK USE PERMIT CONDITIONS

3. **Applicant** agrees to comply with City of San José Municipal Codes, policies and all applicable County, State and Federal rules and regulations related to the permitted use of premises.
4. The **SPU Staff**, Park Rangers, and San José Police Department have final authority on all aspects of event set-up and impact on the park. All on site decisions made by these City Departments will be adhered to by the **Applicant**.
5. **Applicant** agrees to follow all park rules and regulations.
6. **Applicant** is NOT permitted for serving alcohol. **Applicant** agrees that there will be no alcohol sales or distribution permitted on park premises. Alcohol will NOT be allowed to be brought into the Disc Golf Course. Smoking is prohibited in the park.
7. **Applicant** agrees to comply with normal park operation hours 8:00 AM to Sunset. After hours play shall be prohibited.
8. **Applicant** shall limit area of play and club activities to those areas designated for use as a disc golf course as stated in this permit and **applicant** further agrees that the use of said property will be used for disc golf purposes only.
9. **Applicant** agrees that all areas of the park, Disc Golf Course and parking lot will remain open to the public during the set-up, take down and event days and **applicant** must ensure that disc golf activities do not impede upon any trail use or other park facilities unless permitted through the Special Park Use unit.
10. **Applicant** understands that the **Special Park Use (SPU)** unit retains the right to schedule other Special Event activities by outside groups or parties. **SPU** will notify Permittee of any such scheduled activities no less than two (2) weeks prior to permitted activity date(s).
11. **Applicant** is approved to host monthly SVDGC Club Events with less than 75 members on the second Saturday of the month and weekly league play during the daylight savings months while adhering to standard park rules and policies as stated in this addendum. **Applicant** will collect donation contributions onsite. **Applicant** acknowledges that SPU Event Permits may be required for events outside the normal Disc Golf Course Use.

12. **Applicant** shall submit an Outdoor Special Event Permit Application to **SPU** a minimum of 45 calendar days prior to each requested date for a maximum of four (4) 9-hole tournaments with 75 participants or more. **Special conditions to be identified to protect the vehicle ingress and egress to the Springbrook community.** The dates and times of these events must be approved by the Park Facility Supervisor and **SPU**.
13. **Applicant** will provide a detailed description of the event, detailing locations of delivery and servicing areas, and event staging areas to the **SPU** a minimum of fourteen (14) days prior to the event. **SPU** must approve the final layout diagram. **Applicant** agrees to conduct event per approved event description and site diagram attached to the permit.
14. Park use permit is not transferrable or assignable.
15. **Applicant** is not authorized to sublease or approve reservation requests for park use form outside groups or individuals. Any such requests must be directed to SPU unit (408) 794-6500.
16. All concessions, and/or sales of products, goods or services are not authorized under this Special Park Use addendum.
17. This permit may be revoked by City staff for cause in accordance with City of San Jose Ordinance section 13.14.370. **Applicant** will be consulted on all permit problems immediately. **Applicant** will have a contact person with decision capabilities available at all times to City staff.

#### **HEALTH/SAFETY**

18. **Applicant** will comply with safety regulations to ensure that gas lines are clearly marked before installing 3-4ft stakes/anchors into the ground and will show an Underground Service Alter (USA) Ticket to notify PG&E and other utilities to verify that project site is clear of any gas lines.
19. **Applicant** shall perform maintenance standards as defined by the agreement including wildland fire fuel reduction. All onsite work will be supervised by PRNS staff.
20. **Applicant** agrees to comply with Santa Clara County Department of Environmental Health, safety and health standards as interpreted and enforced by the said agency. **Applicant** agrees that there will be no food distribution or sales to the public.
21. **Applicant** agrees to comply with Environmental Services Department policies regarding waste and recycling.
22. **Applicant** agrees to provide adequate general first aid accommodations during each of the **SVDGC** Club Events.
23. **Applicant** will acquire use of existing park restroom facilities in the Japanese Friendship Gardens.

#### **SECURITY/PARKING/TRAFFIC CONTROL**

24. **Applicant** agrees to comply with the park requirements for site maintenance and overall safety standards.
25. **Applicant** agrees not to obstruct traffic at the park entrances and/or on public streets, unless permitted by the San José Police Department. Any necessary tow away zones must be applied for through the Department of Transportation.
26. **Applicant** shall employ all practical methods to prevent parking in the Springbrook residential development including proper signage designating parking facilities.
27. **No** vehicles can drive or park on park or trail property. **All** vehicles must park in legal public parking lots or designated street parking not to obstruct History San Jose Parking or surrounding residential parking.

**SITE SETUP/CLEANUP**

28. **Applicant** shall make no improvements or modifications to park property of facilities without the written permission of the City of San Jose.
29. **Applicant** shall not conduct any stripping of site vegetation that creates bare ground and may potentially cause erosion or soil de-stabilization in or adjacent to the permitted course area. Seasonal site maintenance and mowing of course or access paths to the basket sites shall only be conducted after coordination with and approval of City of San Jose PRNS Park Maintenance Team.
30. Should nesting birds be found in the Kelley Park Orchard area, mechanical activities (i.e. mowers, blowers, etc.) are restricted to the months of September to January.
31. **Applicant** is required to comply with the City of San Jose Integrated Pest Management and Pesticide regulations. **Applicant** is prohibited from using any pesticide without direct approval from the City of San Jose PRNS Park Maintenance Team.
32. **Applicant** understands that any use of vehicle access or equipment with an internal combustion engine onsite must be directly approved by the City of San Jose PRNS Park Maintenance Team. All vehicles or equipment used onsite must be equipped with approved spark arrestor.
33. **Applicant** will make tree protection a high priority, including, but not limited to, installing protective devices, changing course direction, removing hole location
  - a. Small Oaks surrounding Hole #1 will be protected with stakes and metal wire fencing.
  - b. At no time shall the Grilli Heritage Tree be subject to impact as it relates to disc golf. The tree will be preserved at the highest level.
34. **Applicant** will install boundary marks along the creek with small white stakes set at least 100ft from top of bank.
35. Applicant will comply with requirements to protect residential development by
  - a. Tournament location pins will be set 40 yards away from residential development at Hole #15 and will only be used during tournament play.
  - b. Tee position will force tee shots away from condos by at least 60 degrees at Hole #18
36. **Applicant** agrees to provide for trash clean up, garbage, and waste materials from permitted premises during and immediately after the event. If city maintenance staff is required to complete park clean-up or make repairs, Applicant will be billed at actual cost for such services.
  - a. **City of San Jose, PRNS** will install a minimum of four (4) trash receptacles throughout the course along the vehicle access road to be managed by Kelly Park Maintenance District 7 on a weekly basis.
  - b. **Applicant** will schedule with the Park Maintenance Team and SPU for a minimum of four (4) volunteer work days throughout the year.
  - c. **Applicant** will conduct litter pickup on an ongoing basis
37. **Applicant** is NOT approved for the use of Amplified Sound/Special Equipment without the authorization from SPU. Applicant will post “Quiet Zone” warnings throughout the course and highlighted at Hole #15.
38. **Applicant** agrees to comply with the park requirements for site maintenance and vehicle access.
39. **Applicant** will attend annual maintenance reviews of the site and operation including recommended site improvement projects for annual permit. The Park Maintenance will conduct quarterly reviews of the site in May, August, and October. **Applicant** will be present for the January 2017 Annual review.
40. Applicant is responsible for ensuring helium balloons or similar items are NOT distributed or used as decoration on for any of these uses.
41. **Applicant** has NOT received approval to store equipment onsite.

42. **Applicant** understands that banners and other objects may NOT be attached to trees and park fixtures, including lamp poles. Stickers of any kind may NOT be distributed on the park premises.
  - a. **Applicant** is approved to attached two (2) banners on the outside perimeter fencing of Kelley Park main entrances; one (1) at Senter Road entrance and one (1) at K-4 Lot entrance. These banners must have the City of San José – Parks Recreation and Neighborhood Services logo on it for it to be displayed. The banners are permitted to be displayed for the duration of the disc golf season as indicated above.
43. **Applicant** is approved to display a general sign board approximately 4x8 with an area map showing the overall course design and Kelley Park Disc Golf Course Rules.
  - a. This sign board will also allow for the **applicant** to post notices identifying that SVDGC is a non-profit partner and notify the public of upcoming activities. **Applicant** will also post signs identifying the following signs, Disc Golf Course Play Only, Quiet Zones, and Parking Signs.

#### FEES/CHARGES

44. **Applicant** agrees to reimburse the City for all event-related services requested or required, including set up for electricity, removal of trash, or staff time. **Applicant** agrees not to commit any damage to permitted premises or to create any public nuisance that may disturb other occupants and neighbors. **Applicant** will be billed for actual cost for damages and clean up to City property. It is understood that damages include all materials needed to repair or replace damaged turf and irrigation, pathways, and park property.
45. **Applicant** understands that there may be a \$6.00 parking fee charged per vehicle and \$2.00 parking fee for Seniors (60+), Active Military, Veterans and Disabled with the approved Parks, Recreation and Neighborhood Services Discount Card (available at Leininger Center 1300 Senter Road Monday – Friday 8:30 a.m. – 4:30 p.m.). **Applicant** will inform attendees that they may purchase an annual parking pass from Leininger Center which must be displayed at all times. Those not displaying the annual parking pass decal may be subject to citation.
46. The **Applicant** agrees to pay a permit application fee of **Forty Dollars (\$40.00)**, for a total of **Forty Dollars (\$40.00)**. **Applicant** shall make payment, payable to the **City of San José**, in return for issuance of park permit. These fees are established through City Council Resolution #74453

#### INSURANCE/INDENIFICATION

47. **Applicant** agrees to provide proof of insurance as required by the Risk Manager's Office: a minimum of \$1,000,000 comprehensive general liability insurance policy. The City of San José, its employees, agents, contractors, and invitees shall be added as an additional insured for the duration of the event. Proof of insurance must be delivered to the **SPU** Office located at 1300 Senter Road, San José, CA 95112.
48. No copyrighted musical or visual arts composition shall be performed or played, whether amplified, televised, in the form of a mechanical recording or personal rendition, or otherwise, in connection with any use of City property, unless the **Applicant** shall have first obtained all approvals and paid any license fee or other fee required by the copyright owner. Without limitation of any other provision, the **Applicant's** indemnification of City as set forth in a facility use agreement or permit, shall include indemnifying, and saving City harmless from and against all liability or responsibility whatsoever for any infringement of and/or other violation of the right of any such copyright owner under any copyright law.

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49. **Silicon Valley Disc Golf Club** and all of their subcontracted agents agree to defend, indemnify and hold the City harmless, its officers and employees, from any and all loss and damage and from any and all liability for any and all loss or damage, and from any and all suits, actions or claims filed or arising or resulting from any acts, omissions, or activities of **Applicant**, its agents, employees or subcontractors in the management, conducting or holding of the event for which permission is herein granted, or in the performance of any activity permitted or done pursuant to this agreement. **Applicant** shall be liable to City for any and all damages to parks, facilities and buildings owned or controlled by City, which results from any act or omission of **Applicant** or is caused by any participant in the said event activity.

As the official representative of **Silicon Valley Disc Golf Club** named on the attached permit, I understand and agree to the terms and conditions of use as set forth above.

JAMES CHALLAS  
PRINT Name of Authorized  
*Silicon Valley Disc Golf Club* Representative

SECRETARY  
~~XXXXXXXXXX~~  
Title

James Challas  
Signature of Authorized  
*Silicon Valley Disc Golf Club* Representative

4.7.2017  
Date

Albayalde  
*Joe Albayalde* Special Park Use Approval

April 7, 2017  
Approval Date