

TENNIS COURT RENTAL POLICIES HANDBOOK

Effective October 1, 2024



City of Mountain House
Parks and Recreation
251 E. Main Street
Mountain House, CA 95391
P: (209) 831-5623 | mountainhouseca.gov







City of Mountain House Tennis Court Rental Policies Handbook

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DEFINITIONS

Unless clearly inconsistent with the context in which used, the following definitions will apply in this manual:

Adult: Participants 18 years of age and over.

Association: Organization or business responsible for its member club(s).

Authorized Agent: A person listed on the City of Mountain House's ("City") Court ("Court") rental account who is allowed to book Tennis courts for their affiliated organization or request changes to organization's approved reservation(s). Organizations are allowed up to three (3) authorized agents. Coaches or other individuals must receive permission in writing from their league representative to book tennis courts for the organization, or under the organization's name.

City Sanctioned Groups: Organizations that have a current memorandum of understanding ("MOU") or Agreement with the City.

Commercial Users: Companies or individuals whose events have a fee to participate or include the sales of goods or services. Any activity conducted in or on a City facility where monies are collected for the specific purpose to financially benefit an individual, business, or organization. Non-profit corporations included. Coaches must be USPTA/USPTR certified professionals and provide evidence thereof.

Concessions: Sales of clothing, raffles, food, snacks, photographs, or any other business activity outside of the specific athletic venue use.

Incidental Use: Non-organized, non-league, spontaneous or informal play with no coach(es) and/or official(s) present. No "pay-to-play" component.

League or Tournament: Youth or adult organized competition between players or teams; matches that are scheduled and organized.

Legacy Organization: A commercial user that was created in the City for the sole purpose of providing programs for its residents. A legacy organization will be rated on its number of continuous years in Mountain House and positive status. An organization may be listed as a Legacy Organization.

Non-Profit Organization: An organization with current 501(c)(3) or 501(c)(4) IRS status. Groups applying under the Non-Profit Organization classification must have an approved "Organization Verification Form" on file with the required documents. Non-Profit Organizations must have at least 75% of its participants reside within City limits and/or zip code (95391).

Non-Resident: Individuals and companies not residing within City limits and/or zip code (95391).

Resident: Any individual or business residing within City limits and/or zip code (95391).

Recreational Programs: Programs offered by the City or sanctioned group with an MOU with the City that focuses on developmental and participatory skills (i.e., lessons, clinics, workshops, events).

Renter: Any entity requesting use of a Court whether it is a league, group, organization, association, individual team, or individual person.

Special Use: Activities separate from league tryouts, practices, and games. Such activities may include fundraising events, camps, clinics, and tournaments.

INTRODUCTION

Thank you for considering the City of Mountain House ("City") for your next tennis event, league, game, or practice. The City's Parks and Recreation Department is committed to facilitating a fair and equitable rental process for all eligible non-profits, and private and commercial users.

CONTACT INFORMATION

Tennis Court Rentals
City of Mountain House Parks and Recreation Department
251 E. Main Street
Mountain House, CA 95391

City Phone: (209) 831-2300

Department Phone: (209) 831-5623 Rank Security Phone: (209) 526-2025

Hours: Monday - Friday 8:00 a.m. - 5:00 p.m.

Email mhrecreation@sjgov.org

Department website: www.mountainhouseca.gov

Online court rental program, <u>www.Court Reserve.com</u>, for short-term, player-only, incidental uses ONLY.

GENERAL INFORMATION

The Handbook's authority comes from <u>Mountain House Community Services District Codes Title 4</u> Division 1.

BOOKING

Residents may reserve a court for one (1) hour per day, 7 days in advance online via <u>Court Reserve</u>. Non-residents may reserve a court for one (1) hour per day, 3 days in advance. Bookings must include set-up and clean-up time. Reservations open at 7:00 a.m.

COMMERCIAL USERS

Commercial Users may reserve a court one month at a time up to 30 hours per week (Su-Sa). Applications must be submitted online and include a detailed schedule listing all practices and games. Applications are due by the 7th of the month for the following month. Applications submitted after the 7th of the month will be subject to availability. Applications are available online at https://www.mountainhouseca.gov/departments/parks-and-recreation/tennis-tennis courts.

Commercial users must provide a list of their certified coaches and copies of their PTA or PTR certifications and a price list including hourly rate for youth and adults.

COURT RESERVE

Residents, Non-Residents, and others not considered Commercial Users may reserve the tennis courts online via <u>Court Reserve</u>. Bookings must include set-up and clean-up time.

Members must be approved prior to being allowed to rent tennis courts. Members must enter in their full first and last name, a current address, and official email and phone number. Those who apply using aliases will not be approved.

DAYS AVAILABLE

City of Mountain House

Tennis Court Rental Policies Handbook

The City tennis courts at Central Park are open year-round. Mountain House High School tennis courts are available on weekends and weekdays when school is not in session.

MANAGER APPROVAL

Request for an exception to this Handbook must be submitted in writing no later than 30 days prior to the date of use requested. Approval or denial of the request will be issued in writing.

No equipment storage is allowed at the tennis courts without prior written approval from the Recreation Manager, City Manager, or designee.

HOURS OF USE

The City tennis courts at Central Community Park are open 7:00 a.m. to 11:00 p.m. daily. The Mountain House High School tennis courts are open 8:00 a.m. to 5:00 p.m. Saturdays and Sundays during the school year, and 8:00 a.m. until 8:00 p.m. daily when school is not in session.

LEAGUE PLAY

League play may reserve tennis courts for no more than 30 hours per week. Central Community Park Court #2 and Mountain House High School Tennis courts #1, #2 and #3 may only be used on Saturdays and Sundays, for no more than 5 hours per court rental. Organized leagues may not charge more than \$50 per person, per month for league play.

LIGHTING

Lighting is available at the Central Community Park tennis courts only, daily, from sunset until 11:00 p.m. No additional fees apply.

NON-USE OF TENNIS COURTS/RELEASING TENNIS COURTS

Court users must cancel their reservation via the <u>Court Reserve</u> app at least 3 days in advance of cancelled date. Organizations/individuals that cancel ten (10) or more times may result in future requests being denied. See <u>Cancellations</u>.

PROOF OF RESERVATION

A reservation will be approved once the applicant has paid their applicable fees. Court users must be able to show proof of their reservation via the <u>Court Reserve</u> app. Users unable to show proof of an approved reservation may be asked to leave the court.

TOURNAMENTS

Tournaments are not allowed at this time.

WALK-ONS

Any open court may be used for walk-on or incidental use without a reservation for up to 1 hour. Players must vacate a court if a renter presents an approved reservation for that court on that day and time.

CLASSIFICATIONS

CLASSIFICATIONS

City-sponsored lessons and events will receive priority over the following group classifications and may be booked up to 12 months in advance.

- **Group A:** Residents; persons residing within the City limits and/or zip code (95391)
- **Group B:** Non-residents, commercial users

CONFLICTS

The City will make its best effort to ensure all Commercial User groups (new and legacy) receive equal opportunity to reserve tennis courts. If Commercial Users request the same court for the same day/time and are unable to resolve the conflict on their own, City staff will use the following procedure:

- 1. Organization with the longest rental history for that specific day/time.
 - a. If a legacy organization requests a new day/time, their application will be weighed against another organization's number of City residents.
- 2. Organization with the highest percentage of City residents

INSURANCE

Insurance must provide protection from claims arising from injuries or damage to other people or property. The certificates and endorsements are to be received and approved by the City fourteen (14) days before the rental/event(s) commence.

Documents not submitted by their due date may result in a cancellation of the permit.

The following items are required on the insurance certificate (MH-4-1300.b):

CERTIFICATES OF LIABILITY

The insured organization must submit a Certificate of Liability Insurance and an Additional Endorsement (<u>CG 20 01 04 13</u>). Insurance provides protection from claims arising from injuries or damage to other people or property.

Insurance is required for Commercial Users and is due at least 14 days prior to rental start date. Failure to submit insurance by the due date will result in cancellation.

The following items are required on the insurance certificate:

- Insured's name or organization must be the same as listed on the rental application and permit.
- Minimum of \$1,000,000 General Liability Insurance, and \$2,000,000 Aggregate Liability coverage.
- Policy must be effective on or before the rental date and must expire on or after rental date.
- Description of operations/locations/vehicles must include the statement:
 - "City of Mountain house, its City Council and all City of Mountain House officers, agents, employees, volunteers and representatives are additionally insured."
- Certificate Holder: City of Mountain House

251 E. Main Street

Mountain House, CA 95391

The certificates and endorsements are to be on forms provided by the City and are to be received and approved by the City fourteen (14) days before the event(s) commence.

ADDITIONAL INFORMATION

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Tennis Court Rental Policies Handbook

It shall be a requirement that any available coverage or policy held by applicant or any insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured (City). Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Handbook; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

Applicant understands that the City, its Elected and Appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers will be named as Additional Insured to any coverage or policy held by applicant. In addition, the Additional Insured coverage under the applicant's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13 (Primary and Noncontributory – Other Insurance Condition).

The limits of Insurance required may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

COURT USE

COURT SAFETY

Court users are responsible for suspending play if conditions are unsafe. Court users should report safety concerns to the City at (209) 831-2300.

DAMAGES

The renter agrees to reimburse the City for all costs incurred by damages including, but not limited to the court's furnishings, fixtures, additional cleaning required outside of the normal scope for said facility, which occurred in connection with the approved activity and caused by renter, sponsoring organizations and/or attendees. Reimbursement for such expenses may be deducted from the damage deposit. Charges not covered by the deposit will be charged to the renter.

EQUIPMENT & STORAGE

Court users are responsible for providing their own equipment and storage containers. At no time may a user store their equipment at the tennis courts.

GARBAGE

Court users are responsible for clearing out any trash or debris on the court, or near spectator areas after use. Pick up trash and recycle tennis balls.

PETS & LEASHED ANIMALS

Service animals only. Non-service animals may not access the tennis courts at any time. Dogs are subject to regulations of MH-1200 (j).

PROHIBITED

The following rules and regulations apply including those listed in MH-4-1200.

- No smoking allowed.
- The consumption, serving and/or selling of alcoholic beverages. (MH-4-1204)
- Selling, vending, or peddling items is prohibited.
- Only non-marking tennis shoes are allowed on the tennis courts.
- Do not post any sign, placard, advertisement, or inscription or erect any sign on the fences.
- No pets, bikes, roller blades, skateboards, motorized vehicles, or high-heeled shoes.
- No food or beverages (*except for water*) including gum, seeds, nuts, candy, or sports drinks allowed on tennis courts. No glass containers.
- No chairs, umbrellas, tents, flags, and other outdoor furniture on the tennis courts.
- Tennis courts are for tennis play only.
- Tennis courts are first-come/first-serve unless reserved.
- One player may not "hold" a court if other players are waiting.
- No paid lessons allowed on any court without City of Mountain House permission.
- Use of amplification is prohibited. Noise must be kept at an appropriate level.
- Small children must be supervised and playing tennis.
- Do not disrupt play when entering court or retrieving balls. Wait for play to end before walking onto an adjoining court.

RESTROOMS

Restrooms are located at Central Community Park. There are no restroom facilities at the Mountain House High School tennis courts. Players may use the public bathrooms located across the street at Cordes Park.

SCHEDULES

A Reservation Schedule for Central Community Park tennis courts will be posted on the website www.mountainhouseca.gov, on Thursdays for rentals Friday-Thursday of the following week. Schedules are subject to change. For the most up to date schedule, please check on Court Reserve.

SUBLEASING

When approvals are issued, a specific court(s) is reserved for the user, to the exclusion of others. Groups may not assign their scheduled time to other groups or individuals. Any such action will result in the loss of rental/allocation privileges. Recognizing this exclusivity, groups should only reserve the tennis courts they intend to use.

WEATHER

If a court is closed due to weather, a full credit will be provided to the renter's account.

FEES & BILLING

Parks and Recreation rental fees are reviewed and updated according to the Master Fee Schedule adopted by the City of Mountain House City Council. Please refer to the Master Fee Schedule for the most recent approved fees.

APPLICATION FEE

A non-refundable, annual rental application fee is due at the time of submission of a Commercial Use Tennis Court Rental Application. All subsequent additions to a reservation will not be charged.

DEPOSIT

For Commercial Use rentals, a deposit is due at the time of request. The deposit will be returned within 30 days of the last date of the rental, providing there are no violations of the Use Policy, the rental hours exceeded, excessive cleaning required, or damages to the court(s). Deposits may remain on file if requested and be applied to all subsequent rental requests.

DISCOUNTS & SURCHARGES

The following discounts and surcharges shall apply to the following groups:

- **Group A**: Residents –50% of base rate.
- Group B: Non-residents, Commercial Users base rate

RENTAL FEES

<u>Commercials users</u> are required to pay the application fee, deposits, and rental fees as scheduled prior to receiving an approved reservation. (MH-4-1300)

Resident/Non-resident users are required to pay all <u>rental fees</u> prior to receiving an approved reservation.

Fees will be established based on the following classification groups:

- Group A: Residents; persons residing within the City limits and/or zip code (95391)
- **Group B:** Non-residents, commercial users

The City reserves the right to classify each individual program.

Name of Fee	Fee
Initial Application Fee (Commercial Users)	\$20
Security Deposit (Commercial Users)	\$200
Base Rate	\$8 Per Hour, Per Court

CANCELLATIONS

Cancellations must be requested via the member's <u>Court Reserve</u> account at least 3 days in advance of reservation in order to receive a full credit of rental fees and deposits. Any cancellations requested 2 days prior will forfeit their rental fees.

Accounts with 10 cancellations (except for cancellations done by the City) will be suspended from making reservations for 30 days.

On occasion, it may be necessary to reschedule or cancel a previously approved request. The City will give as much advance notice as possible to the authorized agent.

If a rental is cancelled by the City or due to weather conditions, the base rental fee will be applied to the organization as a credit.

RESERVATION CANCELLATION

The City reserves the right to deny an allocation request to accommodate a City-sponsored/cosponsored tournament or special event.

Additionally, the City may cancel or deny a reservation for the following reasons:

- Applicant has previously had a reservation revoked by the City.
- Failure to abide by City Rules and Regulations, resulting in suspension.
- Losing group status and no longer qualifies for priority group status.
- Failure to submit fees by due date.
- Once an account reaches 10 cancellations (except for cancellations done by the City) will be suspended from making reservations for 30 days. After the 30-day suspension, accounts will be reinstated.
- Unauthorized users who reserve a court for personal use and use it for commercial use, will be suspended from reserving tennis courts for up to 30 days and may have all future reservations cancelled.

APPEALING DENIAL OR CANCELLATION OF RESERVATION

Applicants shall have the right to appeal a reservation denial with the Recreation Manager, City Manager or designee stating the grounds for appeal.

REFUND POLICY

Refunds are not given for hours not used or reservations cancelled less than 3 days in advance.

Credits will be applied to a user's account if the tennis courts were cancelled by the City for any reason including inclement weather, special events or maintenance and for cancellations made at least 3 days in advance.

RULES OF CONDUCT

COOPERATION WITH CITY STAFF AND OTHER COURT USERS

All players and coaches must engage appropriately with staff and with one another, and not interfere with the use of tennis courts by other user groups. Refusal to comply with City staff instructions may result in a directive to vacate the court. These actions will be documented in the renter's file and may result in disciplinary action. Law enforcement will be called upon should any individuals or groups engage in verbal or physical violence.

INAPPROPRIATE BEHAVIOR

Any type of inappropriate behavior will not be tolerated during any time of the duration of the rental.

The reservation holder is responsible for any and all conduct by players, parents, coaches, and visitors, both on and off the court, while on City property.

LAW ENFORCEMENT

If a renter refuses to comply with the Handbook or follow the request of a City staff member, the Rank Security and/or the San Joaquin County Sheriff's Department will be notified for assistance.

SMOKING

Smoking is prohibited within 250 feet of a youth sports event, which includes any practice, game, or related activity at which athletes up to 18 years of age are present. (CA Health and Safety Code 104495)

FOR MORE INFORMATION

For more information about these policies and procedures for renting tennis courts, please visit our website, www.mountainhouseca.gov, email recreation staff at mhcrecreation@sjgov.org, or call the Mountain House Parks and Recreation Department at (209) 831-5623.