

## APPLICATION FOR PARK USE PERMIT

DATE OF REQUEST: \_\_\_\_\_ TENTATIVE RESERVATION EXPIRES ON: DECEMBER 31, 2012

APPLICANT: <u>DEBBIE GOLZEN, PRESIDENT</u>	ORGANIZATION: <u>BOWHUNTERS UNLIMITED</u>
ADDRESS: <u>2449 NEWHALL ST.</u>	CONTACT: <u>CLUB ADDRESS: PO BOX 110433</u>
CITY: <u>SAN JOSE</u> STATE: <u>CA</u> ZIP: <u>95128</u>	<u>CAMPBELL, CA 95011-0433</u>
TELEPHONE: CONTACT: <u>408-807-9418</u> CELL: _____ FAX: _____	
E-mail: <u>d.golzen@att.net / Club: info@bhuarchers.org</u>	

DATE OF ACTIVITY: <u>January 1, 2012 - December 31, 2012</u>	HOURS: <u>8:00 AM</u> to <u>SUNSET</u>
PARK: <u>STEVENS CREEK PARK</u>	AREA: <u>ARCHERY RANGE</u>
ACTIVITY: <u>TO INSTALL, MAINTAIN AND USE THE ARCHERY RANGE AT STEVENS CREEK COUNTY PARK.</u>	
ESTIMATED ATTENDANCE: <u>N/A</u>	ADMISSION CHARGED: <u>NONE</u>
SPECIAL EQUIPMENT/SERVICES (i.e., caterer, sound amplification, etc.): _____	

**AGREEMENT TO HOLD HARMLESS**  
Permittee agrees to indemnify the County, its officers, agents and employees and hold them harmless from and against all loss, damage, expense and liability resulting from injury to or death of any person an loss of or damage to property or claims of such injury, death, loss or damage and arising out of or connected with the use of the permitted facilities by permittee. In addition, permittee waives all claims or causes of action against the County, its officers, agents or employees for damage to or loss of property of any kind or for injury to persons occurring in or upon the permitted facilities arising from any cause other than the negligence or willful misconduct of the County, its officers, agents or employees and to which the permittee or his agent in no way contributed, either actively or passively, causing such damage, loss or injury.

**AGREEMENT TO ABIDE BY RULES AND REGULATIONS**  
Permittee agrees to abide by rules, regulations and conditions adopted by the Santa Clara County Board of Supervisors as set forth in the County Ordinance Code, Division B14 and the Parks and Recreation Use Permit and Fee Schedule Guide and understands that permission for use of park facilities is contingent upon compliance with these rules, regulations and conditions.

Applicant Signature: *Deborah Golzen* Date: 12-8-11

**ADDITIONAL REQUIREMENTS (to be provided by permittee):**

Insurance: See Addendum

Needs Assessment: \_\_\_\_\_

Police/Security: \_\_\_\_\_

Parking/Traffic: \_\_\_\_\_

Control: \_\_\_\_\_

Sanitary Facilities: \_\_\_\_\_

\*Alcohol Permit: \_\_\_\_\_

Cleanup: \_\_\_\_\_

Other: \_\_\_\_\_

\* Telephone: 408-277-1200

FEE: <u>\$100.00</u>	CLEAN-UP DEPOSIT: <u>N/A</u>	TOTAL: <u>\$100.00</u>
Paid by: <input type="checkbox"/> Cash: <input checked="" type="checkbox"/> Check No. <u>2097</u>	<input type="checkbox"/> Credit Card (type): _____	(Visa, Discover or Mastercard)
RECEIVED BY: <u><i>[Signature]</i></u>	DATE: <u>12/16/11</u>	

APPROVAL/DENIAL	
<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied - Reason _____ <input type="checkbox"/> Canceled
<input type="checkbox"/> Rescheduled to _____	Comments _____
DATE: <u>12/16/11</u>	BY: <u><i>[Signature]</i></u>

**UPON APPROVAL, THIS FORM WILL SERVE AS A REVOCABLE PARK USE PERMIT AND MUST BE PRESENTED TO PARK RANGER OR FACILITY MANAGER ON DATE OF ACTIVITY.**

DISTRIBUTION: Original to: Park Use Coordinator/Reservations Copies to: Park Unit and Permittee

# ADDENDUM FOR ANNUAL PARK USE PERMIT PUP12003

THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS SHALL APPLY TO THE ANNUAL PARK USE PERMIT ISSUED TO **BOWHUNTERS UNLIMITED** FOR THE ARCHERY RANGE AT STEVENS CREEK PARK FROM **JANUARY 1, 2012** THROUGH **DECEMBER 31, 2012**.

## NOTICE:

Any written notices required under this Permit shall be sent postage paid to the parties as follows:

### County

Attn: Park Use Coordinator  
County of Santa Clara  
Parks and Recreation Dept.  
298 Garden Hill Drive  
Los Gatos, CA 95032-7669  
408-355-2220, FAX: 355-2290

### Permittee

Debbie Golzen, President  
Bowhunters Unlimited  
2449 Newhall St.  
San Jose, CA 95128  
Ph: 408-807-9418  
E-mail: d.golzen@att.net

### Contacts:

Flint Glines, Senior Park Ranger – Sanborn County Park (408-867-9959) (FAX: 868-1651)  
E-mail: flint.glines@prk.sccgov.org  
Beeny Sander, Park Use Coordinator – E-mail: sabine.sander@prk.sccgov.org

Such notices may also be faxed, e-mailed or delivered personally.

## GENERAL:

1. This Annual Park Use Permit issued by the County of Santa Clara Parks and Recreation Department (hereinafter referred to as County) to Bowhunters Unlimited (hereinafter referred to as Bowmen) does hereby grant to Bowmen use of the property referred to as the Archery Range at Stevens Creek County Park as indicated on attached map (Exhibit A).
2. Violation of any of the terms and conditions of this Annual Park Use Permit shall be cause for immediate suspension or revocation of this permit by the Director and forfeiture of all fees and deposits paid. County may, at its option, at any time after such default or breach, and without notice to Bowmen or to any other person re- enter and take possession of said property and remove all persons therefrom. Bowmen waives any legal remedy to defeat County's rights and possessions hereunder.
3. This Permit shall be subject to cancellation or termination by either party at any time during the term by giving either party notice in writing at least ten (10) days prior to the day when such termination shall become effective. Should County require possession of all or any portion of said demised premises prior to the expiration or termination of this Permit then County shall allow Bowmen the right to remove improvements provided by Bowmen.
4. Acceptance of this Permit shall constitute permission to the Bowmen to install an archery range and maintain it. Acceptance of this Permit shall also constitute permission for the Bowmen and all affiliated club members in good standing to possess bows and arrows in the park area specified in County Ordinances and rules governing the use of such facilities.
5. Bowmen shall not assign, sublet or otherwise transfer the Permit or any portion thereof without written consent of the County and any attempt to do so shall be void and of no effect for any purposes and shall furnish grounds for immediate termination of this Permit.
6. This Permit may be terminated and the provisions of this Permit may be, in writing, altered, changed or amended by mutual consent of the County and Bowmen.
7. County or its agents shall have the right to enter the archery range at any reasonable time to inspect same.

## **INSURANCE/HOLD HARMLESS:**

1. Bowmen must provide proof of \$1 Million liability insurance policy with a \$2 Million aggregate naming the "**County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively**" as additionally insured. Said policy shall insure both bodily injury to the limit of One Million (\$1,000,000.00) Dollars for each person and property damage to the limit of One Hundred Thousand (\$100,000.00) for each occurrence. Said policy shall provide that the coverage afforded shall be primary coverage to the full limit of liability and if the County of Santa Clara have other insurance against the loss covered by said policy, that other insurance shall be excess insurance only. An Endorsement is required.
2. The Bowmen agrees to indemnify and hold harmless the County, its officers, agents, employees and Board of Supervisors from and against all loss, damage, expense and liability resulting from injury to or death of any person and loss of or damage to property or claims of such injury, death, loss or damage, and arising out of or connected with the use of the permitted facilities by Bowmen. In addition, Bowmen waives all claims or causes of action against the County, its officers, agents or employees for damage to or loss of property of any kind or for injury to persons occurring in or upon the permitted facilities arising from any cause other than the negligence or willful misconduct of the County, its officers, agents or employees and to which the Bowmen or his agent in no way contributed, either actively or passively, causing such damage, loss or injury.
3. The Bowmen shall, within ten (10) days of the date of execution of this Permit, provide County with a certificate of insurance of all such policies hereinabove required to be maintained, issued by the insurer or its authorized agent on forms approved by County, which shall provide evidence of the insurance coverage required herein. Such certificate shall state the provisions of the policies whereby no material change or reduction in coverage or cancellation of said policies shall be effective UNLESS AT LEAST THIRTY (30) DAYS WRITTEN NOTICE IN ADVANCE OF THE DATE THEREOF SHALL BE GIVEN TO COUNTY.
4. The Bowmen shall take out and maintain during the life of this Permit California Worker's Compensation insurance for all employees engaged by Bowmen. Evidence of such insurance also shall be filed with County within ten (10) days after execution of this Permit.

## **HEALTH/SAFETY:**

1. County shall not be held responsible to pay any or all costs associated with emergency response and medical services for any club sponsored activities.
2. If club sponsored events attendance exceeds site sanitary capacity Bowmen, at own expense, will provide portable toilets (general formula is 1:100 people over capacity for 5 hour event). At least one portable toilet must be handicapped accessible.

## **OPERATIONS:**

1. Bowmen covenants and agrees to use the property for archery purposes only.
2. Bowmen may hold up to 10 organized archery tournaments per year to be held on weekends, and 2 (two) Summer League tournaments held weekly. The Summer League season shall run from April 1 to September 30. Summer League season events may be held on weekdays.
3. The general public will be required to observe park regulations and the Bowmen will assist and cooperate in educating the general public in proper archery facility use. Range rules established for the safety of all persons using the range shall be publicly posted and maintained by the Bowmen (see Exhibit B attached).
4. Plans, specifications and general considerations for development and use shall be submitted to the county for approval. All expenses to be borne by Bowmen unless specifically agreed to by the County.
5. Bowmen shall not commit, suffer or allow any waste on said property and are not to use or permit the use of said property for any illegal or immoral purposes. Bowmen further agrees to comply with all State laws, local ordinances or other governmental regulations in connection with pest control, land use, etc. which may be required by the proper authorities.

6. Maintenance of the archery range including tool storage, target storage, equipment storage and a general club service building will be provided by Bowmen.
7. Bowmen will keep archery range clean.
8. Bowmen will provide and maintain in good condition targets, hay bales, and backstops, and Bowmen will provide the labor to maintain the target butts. New target faces are to be provided as necessary.
9. Bowmen will help install and maintain firebreaks.
10. Bowmen will maintain any interior fencing constructed by Bowmen. County will be responsible for maintenance of any perimeter/boundary line fencing along with boundary signs.
11. Bowmen will be allowed to request changes in hours of operation when organized archery tournaments are held.
12. Bowmen shall submit an accounting of all tournament costs, fees and refreshment charges to the County annually by January 31 of each year.
13. Archery tournaments are subject to the following stipulations and regulations:
  - a. The events shall be open to all members of the general public who pay and participate in accordance with all tournament rules and regulations as administered by Bowmen.
  - b. The registration fee may be set and collected by the Bowmen. All tournament rules shall be appropriate to the nature of the shoot (i.e., NFAA, IBO, CBH/SAA, etc).
  - c. The Bowmen shall have the right to sell beverages and snacks subject to required permits for the refreshment of participants and spectators of the tournament only; and such sales shall take place in the immediate vicinity of the tournament grounds at a location approved by the Stevens Creek Senior Park Ranger or Park Ranger in charge. Commercial vendors may not be used for this purpose.
  - d. When events or tournaments are scheduled the facility shall be considered closed to the general public.
14. It will be the responsibility of the Bowmen to see that all litter is removed from the range. The County will provide refuse containers at the site. The County hereby covenants and agrees as follows:
  - a. To provide necessary portable sanitary facilities.
  - b. To provide tractor and operator to maintain firebreaks.
  - c. To provide necessary barrier and perimeter signs for safe operation of the archery range.
  - d. To provide adequate garbage cans and garbage removal.
15. Other Santa Clara County archery organizations may conduct closed tournaments and meets at their own expense subject to specific written approval of the County (Special Event Permit). Application for such reserved use must be filed at least one (1) month in advance of the requested date of use through the Park Use Coordinator. Event Permittees are required to obtain their own insurance coverage for their event.
16. Bowmen may host corporate team building events for the purpose of club fundraising. Portions of the archery range must remain open to the general public during such activities.
17. Any maintenance requiring the use of an internal combustion engine shall comply with the provisions of the California Division of Forestry Memorandum of Understanding (CDF-MOU, Exhibit C).

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

1. Bowmen will provide, at own expense, any necessary security at their events. Park personnel will offer security only in terms of that which is necessary to secure the Park and in the event of a Park emergency. With advance authorization, a single RV with a maximum of four people may be used for overnight security, overnight camp fee shall apply, and cellular phone must be available.
2. Bowmen is responsible to coordinate any necessary traffic control arrangements with appropriate law enforcement agencies (CHP for all highway and road traffic control, County Sheriff's for crowd and incident control) if required.

3. Bowmen will provide parking control as needed and all parking control personnel within the Park must wear orange vests or brightly colored clothing easily identifying Bowmen personnel. Parking of vehicles will be restricted to parking lots only. The Senior Park Ranger must approve in advance any vehicles loading, unloading or parking in any non-designated parking area.
4. If the ratio of attendance to available parking spaces exceeds 3.5 people per parking space, the Bowmen will be required to provide off site parking and shuttle service arrangements.
5. All vehicles (including vendors and shuttle buses) must pay normal vehicle entrance fee if applicable. In/out privileges are allowed upon display of receipt and only as space allows.

**FEES AND CHARGES:**

1. Current Annual Special Use Permit Fee is \$100.00.
2. A Special Services fee of \$70.00/hour/staff person will be charged to the Bowmen for such services as clean-up (over and above normal refuse pick-up), after hours work, traffic control, etc. for special events/tournaments.
3. Permittee acknowledges that this Permit may create a possessory interest subject to property taxation. Permittee will pay and discharge, before delinquency, all taxes (including, without limitation, possessory interest taxes under this Permit) which are or may be at any time or from time to time levied, charged, assessed or imposed upon or against the Permitted Use, Permit Area or any interest or activity arising under this Permit.

**SITE IMPROVEMENTS:**

1. Any site improvements, relocation of targets, target access trail development or any improvements of a permanent nature must be approved by County prior to implementation. Such requests must be made in writing to the Park Use Coordinator who shall pass the request on to the proper Department personnel for review.

**ACCEPTANCE OF ADDENDUM TO PARK USE PERMIT:**

The Addendum is an integral part of the terms and conditions of the Park Use Permit.

Permit Holder understands that permission for use of Park facilities is contingent upon compliance with these rules, regulations and conditions.

The permit is valid for dates as noted on front of Permit.

No permit for use of any facility in any County Park shall be transferable without consent in writing of the Director of the Department or his designated agent.

We, the above official agent, or representative of the organization named on the above permit agree to the terms and conditions to which this permit is granted and fully understand the permit conditions as set forth above.

Deborah Gibson      12-8-11  
 Organization Representative      Date

[Signature]      12/16/11  
 Santa Clara County Parks & Recreation      Date

- Attachments:
- Exhibit A: Boundary Map of Archery Range w/ target layout
  - Exhibit B: Range Rules
  - Exhibit C: CDF Memorandum of Understanding