



## SYCAMORE GROVE PARK PHOTOGRAPHY APPLICATION

(APPLICANT MUST BE 18+ YEARS)

Rental Date(s): \_\_\_\_\_ Day(s) of the Week: \_\_\_\_\_

Rental Time: \_\_\_\_ am/pm \_\_\_\_ am/pm

\*Rental hours must include all time needed for scheduled photography session.

Applicant Name (will also be main contact for rental): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Secondary Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Photographer Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Use of Photography: \_\_\_\_\_

\_\_\_\_\_

### COMMERCIAL PHOTOGRAPHERS

The Livermore Area Recreation and Park District requires commercial photographers to have a permit when taking photographs within any District Facility or Parkland. A commercial photographer is defined as any individual who will take video, film, photography or other capture of image, whether moving or still, with the objective to sell, make profit from, or barter, including but not limited to documentaries, commercials, television series and movies, motion picture, advertising, public service announcements, editorial, stock, portraits, etc. Permits will be issued to individual commercial photographers. Businesses will be required to purchase a Sycamore Grove Photography permit for each individual commercial photographer onsite; one permit does not encompass an entire business or multiple commercial photographers.

### AGREEMENT AND RELEASE OF LIABILITY

The undersigned or, if signing for an organization, that organization, certifies that the above information is accurate and correct, and that the undersigned has read and understood the Sycamore Grove Facility Rules and Regulations as set forth by Livermore Area Recreation and Park District pertaining to the use of LARPD facilities.

It is further agreed that the applicant shall indemnify, defend, and hold harmless Livermore Area Recreation and Park District, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the Applicant's use or occupancy of a facility or property controlled by the Livermore Area Recreation and Park District, unless solely caused by the gross negligence or willful misconduct of Livermore Area Recreation and Park District, its officers, employees, or agents.

Force Majeure: Notwithstanding anything to the contrary contained in this agreement, Livermore Area Recreation and Park District (LARP) shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of public authority, and other causes beyond their control. The undersigned waives any right of recovery against LARP and the undersigned shall not charge results of "acts of God" to LARP, its officers, employees, or agents.

**Applicant Printed Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **SYCAMORE GROVE FACILITY RULES AND REGULATIONS**

I certify that I, the applicant reserving with Livermore Area Recreation and Park District, am at least 18 years of age. I am responsible for adhering to all of the Sycamore Grove Facility Rules and Regulations. Failure to comply with the District's Sycamore Grove Facility Rules and Regulations will result in my permit being forfeit and cancelled, a refund will not be issued by the District, and I may incur additional citation fines. The Sycamore Grove Facility Rules and Regulations are attached to this agreement for my review and understanding.

### **The following requirements include, but are not limited to, the following:**

1. Applications will be processed on a first-come, first serve basis during business hours of Monday-Friday from 8:00am to 2:00pm. We require a minimum of 48 business hours for processing; applications submitted on a Friday may not be approved for the following Saturday or Sunday use.
2. To reserve a date, Applicants are required to submit a Sycamore Grove Photography Application and rental fees. If the fee is not received with the application, and/or there is a household balance on your account, new applications will not be approved and a permit will not be issued until the balance is paid in full. Applicants will be required to submit one (1) application for each rental date and the rental fee is applied to each rental date.
3. The Applicant shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings. The Applicant agrees to abide by all applicable local, federal, and state accessibility standards and regulations. The Applicant further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc. The District reserves the right to immediately revoke an Applicant's right to use of the facility under this agreement should the Applicant fail to comply with any provisions of this section.
4. Applicants are required to submit a Site Safety Plan to District staff in accordance to the Alameda County Public Health Department's Health Order. Site Safety Plans are due no later than seven (7) days prior to the rental date. Failure to submit a Site Safety Plan will result in a cancellation of the rental and a refund will not be issued.
5. Applicants and their guests are required to follow the current Alameda County Public Health Department's Health Order while participating in a facility reservation with the District. All individuals two (2) years and older are required to wear facial coverings at all times, except while eating or drinking and while taking photographs. Photographers and their guests are required to follow all physical and social distancing requirements throughout the duration of their rental.
6. A refund will not be issued for inclement weather or for a cancellation initiated either by the District or the Applicant. Applicants will have the option to move their rental date up to six (6) months after the original rental date. Failure to rebook the rental date within the six (6) month period will result in a cancellation and a refund will not be issued.
7. Each photographer will be required to submit an application for each photography session. Photography sessions are not exclusive; multiple photographers may be on the property.
8. Permits are valid for the entire day during Sycamore Grove Park operation hours of 7:00am to sunset (or other hours as posted). Applicants will be required to have their permit on them at all times during the use of their permit.
9. Each applicant will receive two (2) Sycamore Grove Parking passes valid for the day of their photography permit. These parking passes are not transferable to any other day or use. The applicant will be required to print out the parking passes and place on the vehicle's dashboard; the date and permit number must be visible.
10. The applicant will be held responsible for their group's conduct at all times. The applicant and/or their group are not permitted to sit, stand, or swing on park fences or railings, and climbing of any trees is prohibited.
11. The District is not responsible for any lost or stolen items; please lock your vehicles and do not leave any items within the park unattended.
12. Vehicles are required to stay within designated parking areas; no driving into the park for any reason.

13. A Sycamore Grove Photography Permit does not grant authority to conduct business with the City of Livermore. Applicants will be required to obtain a business license through the City of Livermore if needed.
14. Sycamore Gove Park maybe closed at any time, with or without notice. District staff will make every effort to contact the applicant ahead of time of any park closures that may affect your permit date. If a closure occurs on behalf of the District, the Applicant will be offered an alternate date.
15. Photography props that are not naturally found within the park are not permitted. Applicants may use a tripod, non-camera mounted external lighting (strobe or flash), light reflectors, breeze shields, soft boxes, and umbrellas.
16. The photography permit does not grant the applicant any kind of exclusive use of Sycamore Grove Park; photographers are not permitted to interfere or impact normal park operations and programs, and/or public use.
17. The applicant and/or their group are not permitted to block any trail, walkway, roadway, driveway, or parking lot. Applicant and their group are not permitted to go more than 20 feet off of any path or trail.
18. Photography on Sycamore Grove Park bridges is not permitted.
19. The applicant and/or their group is not permitted to make any alterations to the park, including but not limited to, moving any picnic or park furniture, rocks, logs, vegetation, flowers, grasses, shrubs, trees, etc.
20. Sycamore Grove Park is the home to many wildlife animals, some of which can be harmful to people including bees, yellow jackets, mountain lions, bobcats, coyotes, foxes, and snakes. Be observant of the areas around you as wildlife may be hard to spot.
21. The Applicant will be held responsible for the cleanup and condition in which the facility is left in accordance to the Sycamore Grove Facility Rules and Regulations. Failure to adhere to the cleaning guidelines or any damages that occur to the facility, including the parking lot, will result in the Applicant being charged for all damages and additional cleanup. Additional charges will be billed to the Applicant and a hold will be placed on the Applicant's household account for all future rentals and registrations with the District until the balance has been paid in full. Failure to pay the unpaid balance will result in the Applicant being sent to collections.

I understand that failure to comply with this application may lead to the forfeit of my application fee and cancellation of my permit. I have read and understand the Sycamore Grove Facility Rules and Regulations set forth by the Livermore Area Recreation and Park District.

**Applicant Printed Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_