

User: mschuler

Contract #: 6822
Date: 31 Jan 2013
Name: John Doe
Doe, John

User: Apagliaro
Status: Firm

NOW, THEREFORE, the parties agree as follows:

Section 1

Audience/Attendees

Events with profanity, nudity, adult themes and/or content are not permitted per Palmdale Municipal Code Sections 8.24.120 and 9.12.110.

The Palmdale Amphitheater will not be rented for events beyond the capacity of what the venue can handle or its intended purpose. Renter must use City approved online ticketing system with City log-on access to information pertaining to ticket sales. Tickets may not be made available at other outlets or by mail. All tickets must be sold online and/or at the venue through a City approved online ticketing system and all sales reports to meet City requirements. A limit of three (3) acts may be scheduled to perform per each rental use date. Any changes to Artist/Performer schedule will result in termination of rental contract and application process will start over with new Artist/Performer schedule and adhere to the 180 day application process.

Section 2

The City will arrange for, oversee and coordinate the installation of the following services: Rigging, Electrical, Audio/Visual, Lighting, Chairs, Tents, Stages, Security, Staffing and other miscellaneous services and/or equipment provided by the City and licensed, insured companies contracted with the City to perform said services. LCD screens will only be approved for use on stage and no other areas of the Amphitheater will be considered for installation. The City will coordinate and obtain proper L.A. County Health and Fire Permits necessary. The renter shall bear all costs associated with contracted service providers of the City for rental events.

Section 3

Sound levels at the Palmdale Amphitheater may not exceed levels established by the City of Palmdale. Monitoring of sound levels will be taken periodically throughout the event as well as during set-up and sound checks. If sound levels exceed the established level, the Palmdale Amphitheater Supervisor will request that the volume is adjusted to an appropriate level. Failure to comply with such a request shall constitute a violation of Palmdale Municipal Code Chapter 9.18 and be cause for fines, immediate termination of the event and forfeiture of deposit and rental fees. The maximum allowable noise level for concerts will be 95 decibels recorded at the sound pad. Sound or noise may not exceed 70 decibels at the Palmdale Amphitheater's perimeter fence, and may not exceed 65 decibels at the park property line.

Vendor spaces located in the interior of the Amphitheater are limited to eight (8) 10x10 spaces. Vendor spaces located in the Special Event Use area are limited to 50 10x10 spaces.

Bounce tents, rock walls and dunk tanks are not permitted on City property at any time.

Section 4

Alcohol Sales/Service

Alcohol sales are subject to 5% commission paid to the City within five (5) days of conclusion of event. A letter requesting to sell alcohol on City property must be submitted by Renter. Renter must submit application for permit from ABC (Alcoholic Beverage Control) one hundred and twenty (120) days prior to rental date. Renter must submit approved permit from ABC(Alcoholic Beverage Control) thirty (30) days prior to rental date. Alcohol Server Certificates and Serve Safe Certificate must be provided to City ninety (90) days prior to rental date. Certificate of Insurance and Endorsement for Renter's Vendor serving/selling alcohol will be due one hundred and twenty (120) days prior to event date. Alcohol concession pads space sizes are 12' wide and 20' long.

Section 5

Use of Volunteers

The use of volunteers is subject to approval by the City. All Volunteers and/or Employees of the Renter must be provided cold drinking water and temporary shade on-site by the Renter at all times. Volunteers may perform nonessential job duties. Examples of nonessential job duties include selling raffle tickets, handing out brochures, alcohol service, merchandise sellers. Volunteers may not be used in positions of security, entry gates, secured backstage areas and gates, parking attendants, seating areas, trash removal and restroom maintenance as these positions are managed by City personnel and inclusive in rental fee for basic venue use.

Sponsorship, Marketing, Advertising

Sponsorships shall not be secured, and advertising/announcements/websites shall not be made public, prior to written confirmation from the City of Palmdale Department of Parks and Recreation in the form of a contract. Advertising or announcements, including all marketing materials and collateral, passes and tickets, must be pre-approved by the Department of Parks and Recreation 120 days prior to rental date. Tickets may not be sold prior to written confirmation from the City of Palmdale Department of Parks and Recreation in the form of a rental agreement. Renter may be required to include in all marketing/advertising materials policy statements pertaining to the Palmdale Amphitheater and/or the City of Palmdale.

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Concessions

The need for concession food vendors will be determined by the City. The City will coordinate and schedule with contracted City concessionaires for all food and beverage service at the venue(excluding alcohol). The City will coordinate and collect all permits with Los Angeles County Health Department. Concession vendors will be scheduled and loaded into the Palmdale Amphitheater by City staff only. Concession vendors will be placed in areas indicated on Amphitheater map labeled Concession Pad. Any concession fees collected will be paid to the City of Palmdale.

No other outside food(s) or drink(s) are allowed within the fenced area of the Palmdale Amphitheater during rental events without prior approval of the City.

Security

The City will determine security needs for rental event. The City is responsible for securing the necessary number of uniformed, unarmed security officers determined and all costs associated with security will be identified in Rental Contract and paid for by Renter. See Exhibit A for Fee Schedule.

Law Enforcement

The City will determine if Los Angeles County Sheriff Deputies will be required for rental event. The City reserves the right to, and shall have the authority to, require a reasonable number of officers which it deems necessary for a particular event to insure the safety of the public, the premises and the Palmdale Amphitheater at all times during which the facility is used and occupied by the Renter, or by persons authorized by the Renter. Renter is responsible for securing the necessary number of Deputies as determined by the City and bears all associated costs. If law enforcement is required, Renter will enter into a Private Entity contract with the Los Angeles County Sheriff's Department and provide a copy of contract to the City due 150 days prior to rental event date. The City will provide coordination with the Sheriff's Department on Renter's behalf.

Emergency Medical Personnel

The City will determine if an ambulance will be required to be onsite during rental event. The renter bears all associated costs for providing ambulance services, if required. A copy of the ambulance/paramedic service contract will be due 90 days prior to event date.

Section 6**Insurance Requirements****Insurance Requirements for Renter:**

The renter will be required to obtain and provide a certificate of liability insurance and endorsements to the City of Palmdale due 120 days prior to event date. Renter, at their sole expense, shall maintain in effect for the duration of the Use Agreement, not less than the following coverage and limits of insurance, which all shall be maintained with insurers listed "A" or better in the *Best Insurance's Guide* and authorized to do business in the State of California.

A. General Liability

- Two Million dollar (\$5,000,000) limit on a per occurrence basis
- Five Million dollar (\$10,000,000) General Aggregate limit
- If food, drink or any kind of product is sold or given away at the event:
Two Million dollar (\$2,000,000) Products & Completed Operations Aggregate limit is required
- List deductible or state "No Deductible" - Deductible subject to approval of City Attorney
- Additional Insured endorsement naming the City of Palmdale, et al. as set forth in General Insurance Provisions is required

B. Liquor Legal Liability (if selling alcohol) Host Liquor Liability required if serving alcohol

- Two Million dollar (\$5,000,000) limit on a per occurrence basis
- Five Million dollar (\$10,000,000) General Aggregate limit
- Additional Insured endorsement naming the entities as set forth below is required

C. Workers' Compensation

- Provide proof of insurance certificate with California statutory requirements
- Waiver of subrogation endorsement and primary & non-contributory wording must be included

D. Commercial Automobile Liability

- One Million dollar (\$1,000,000) combined single limit including owned, non-owned and hired automobile coverage
- Additional Insured endorsement naming the City of Palmdale, et al. as set forth in General Insurance Provisions is required.

General Insurance Provisions

- A. Coverage must be in force for the duration of the event, including set up and tear down
- B. Thirty (30) days written notice of cancellation

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- C. List name of event, location, date and time - if applicable - in the "Description of Operations/Comments" area of the Certificate
- D. Endorsements shall extend coverage to the City as an additional insured, in the same manner as the named insured. Such insurance shall be primary insurance, as respects the interest of the City, and any other insurance maintained by the City shall be considered excess coverage and not contributing insurance with the insurance required above.
- E. **Certificates and endorsements shall state in the description of operations box that:**
"The City of Palmdale, City of Palmdale in its capacity as the Successor Agency to the CRA, Palmdale Civic Authority, Housing authority, Airport Authority, Industrial Development Authority, their officers, agents, employees and volunteers are named as Additional Insureds.

Certificate Holder Information

City of Palmdale/Parks & Recreation Department
 38260 10th Street East
 Palmdale, CA 93550

Please provide a copy of form or reference form number on Certificate

Insurance Requirements for Vendors or Subcontractors Selling/Serving Alcohol:

Renter is responsible for ensuring that all contracted vendors, at their sole expense, shall maintain in effect for the duration of the Rental Contract, not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the *Best's Insurance Guide* and authorized to do business in the State of California.

Contracted Vendor Selling/Serving Alcohol:**A. General Liability**

- Two Million dollar (\$2,000,000) limit on a per occurrence basis
- Five Million dollar (\$5,000,000) General Aggregate limit
- If food, drink or any kind of product is sold or given away at the event:
Two Million dollar (\$2,000,000) Products & Completed Operations Aggregate limit is required
- List deductible or state "No Deductible" - Deductible subject to approval of City Attorney
- Additional Insured endorsement naming the City of Palmdale, et al. as set forth in General Insurance Provisions is required

B. Liquor Legal Liability

- Two Million dollar (\$2,000,000) limit on a per occurrence basis
- Five Million dollar (\$5,000,000) General Aggregate limit
- Additional Insured endorsement naming the City of Palmdale, et al. as set forth in General Insurance Provisions is required

C. Workers' Compensation

- Provide proof of insurance certificate with California statutory requirements
- Waiver of subrogation endorsement and primary & non-contributory wording must be included

D. Commercial Automobile Liability

- One Million dollar (\$1,000,000) combined single limit including owned, non-owned and hired automobile coverage
- Additional Insured endorsement naming the City of Palmdale, et al. as set forth in General Insurance Provisions is required.

General Insurance Provisions

- A. Coverage must be in force for the duration of the event, including set up and tear down
- B. Thirty (30) days written notice of cancellation
- C. List name of event, location, date and time - if applicable - in the "Description of Operations/Comments" area of the Certificate
- D. Endorsements shall extend coverage to the City as an additional insured, in the same manner as the named insured. Such insurance shall be primary insurance, as respects the interest of the City, and any other insurance maintained by the City shall be considered excess coverage and not contributing insurance with the insurance required above.
- E. **Certificates and endorsements shall state in the description of operations box that:**
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Insurance Requirements for Renter's Vendors, Entertainers, Subcontractors and Service Providers (not serving alcohol - low hazard category):

Renter is responsible for ensuring that all contracted vendors, at their sole expense, shall maintain in effect for the duration of the Rental Contract, not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the *Best's Insurance Guide* and authorized to do business in the State of California.

A. General Liability including Products Liability

- One Million dollar (\$1,000,000) limit on a per occurrence basis
- Two Million dollar (\$2,000,000) General Aggregate limit
- Additional Insured endorsement naming the entities as set forth below is required
- If food, drink or any kind of product is sold or given away at the event:
Two Million dollar (\$2,000,000) Products & Completed Operations Aggregate limit is required
- List deductible or state "No Deductible" - Deductible subject to approval of City Attorney

B. Workers' Compensation

- Provide proof of insurance certificate with California statutory requirements
- Waiver of surrogation endorsement and primary & non-contributory wording must be included

C. Commercial Automobile Liability

- One Million dollar (\$1,000,000) combined single limit including owned, non-owned and hired automobile coverage
- Additional Insured endorsement naming the City of Palmdale, et al. as set forth in General Insurance Provisions is required.

General Insurance Provisions

- A. Coverage must be in force for the duration of the event, including set up and tear down
- B. Thirty (30) days written notice of cancellation
- C. List name of event, location, date and time - if applicable - in the "Description of Operations/Comments" area of the Certificate
- D. Endorsements shall extend coverage to the City as an additional insured, in the same manner as the named insured. Such insurance shall be primary insurance, as respects the interest of the City, and any other insurance maintained by the City shall be considered excess coverage and not contributing insurance with the insurance required above.
- E. **Certificates and endorsements shall state in the description of operations box that:**
"The City of Palmdale, City of Palmdale in its capacity as the Successor Agency to the CRA, Palmdale Civic Authority, Housing authority, Airport Authority, Industrial Development Authority, their officers, agents, employees and volunteers are named as Additional Insureds.

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Section 7

Fees

Fees, including Palmdale Amphitheater rental fees, deposits and staffing fees (if applicable) will be determined by the then current City of Palmdale Fee Resolution. Production Service Providers' prices apply to Renter and are predetermined through a bid process. See Exhibit A for Production Service Fees. The City will determine how many City personnel are required to be onsite, in what positions and what length of time, at which time the renter will be charged the associated fees applicable, as noted in the then current City of Palmdale Fee Resolution. Only City staff will manage the following areas: parking, entry gates, trash collection and removal, seating areas, backstage oversight, and restroom maintenance. If determined by City that Professional Stage Management City Staff be onsite, standard personnel fees apply. A refundable security deposit is due 180 days prior to rental date. All fees must be paid by cashiers check. Fees collected in the form of admission/ticket sales and/or alcohol sales revenue are subject to 5% commission of gross sales, payable to the City five (5) days of the conclusion of the event.

Refunds and Deposits

A refundable security deposit is due at the time of submission of signed contract to City 180 days prior to rental date and all applicable rental fees are due 180 days prior to rental date to the City of Palmdale. Refunds of fees and deposits require advance written notice of cancellation 90 days or more prior to rental date. However, advance payments may be credited to a future date if the event is

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rescheduled. Cancellation notice of less than 90 days of scheduled event will result in a complete forfeiture of deposit and all rental fees. A security deposit, in the form of a cashier's check, is required for all reservations. Deposits will be used by the Department of Parks and Recreation to repair, replace or pay for any property damage that occurs during the rental either by the renter or any participant at the event produced by the renter. The unused portion of the deposit will be refunded to the renter after the event. However, the deposit may be held at the discretion of the Department of Parks and Recreation for any period of time necessary to determine the full extent of damages and to make all repairs and/or secure replacements. The deposit will be refunded upon the following conditions: 1. All terms of the contract have been met. 2. All facilities are left in good condition. 3. Cancellation procedures have been followed.

Section 8

Reservation Procedures

No oral agreements for use of the Palmdale Amphitheater shall be valid. Use of the Palmdale Amphitheater is determined on a first-come, first-served basis and may be booked up to one year in advance and a minimum (210) days in advance of rental date for Concert/Festival Promoter Use applicants. Reservations are not confirmed until all conditions and terms of the rental agreement have been met.

All fees must be paid 180 days in advance of the rental date. Failure to pay all fees 180 days in advance of the rental date constitutes a breach of contract for use of the Palmdale Amphitheater and will result in the immediate cancellation of the rental date.

All applicable fees, necessary documents, correct insurance certificates and endorsements must be received by the City before or on date items are stated as due in rental agreement. If renter fails to meet said deadlines rental will be cancelled by the City. At this time, renter may be offered a new rental date if available and renter will complete a new application and begin a new reservation procedure.

Additional charges may be assessed for property damages and extended occupancy periods beyond what is stated in the rental agreement. The renter shall pay all additional charges in excess of the deposit within five (5) days after an amended agreement, which includes an invoice of additional charges, has been produced and provided to renter.

Traffic Control & Parking

If it is determined that traffic control is needed on Rancho Vista Boulevard or other surrounding public thoroughfares as a result of Renter's event, all costs associated with traffic control will be borne by the Renter. Parking lots shall be used for their intended purposes and will be manned and controlled by City staff. Renter may not sell, as any part of a ticket package or sponsorship, City parking lots. The City will provide Renter with ten (10) Loading Area/Buslane Passes and 20 Paved Lot Parking Passes. No other passes will be recognized and/or approved to park in these designated areas. The City will provide Renter with 50 Amphitheater Backstage Passes. No other passes will be recognized and/or approved to enter backstage area.

Weather

The Palmdale Amphitheater is an outdoor venue and is subject to changing and inclement weather conditions. If renter must cancel due to inclement weather, every effort will be made to provide an alternate date; however, an alternate date is not guaranteed. If the rental cannot be held due to weather or cannot be rescheduled, the City will retain 50% of the security deposit or the amount of any incurred expenses, whichever is greater. The remainder of all fees paid to the City will be refunded to the renter.

Force Majeure

The City is not responsible for any rental that is prevented, rendered impossible or infeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption in or delay of transportation services, war conditions, emergencies, or other cause beyond the control of The City. The City will not make any refunds for or reschedule, any events canceled as a result of a force majeure.

Misrepresentation of Event

Any misrepresentation as to the nature of the rental as described in this rental agreement and referred to in the rental contract, or to the number of attendees expected, contact or payment information, or any other falsification of permits and/or documents will result in the immediate cancellation of the rental and forfeit of all fees paid, and may result in denial legal action.

Abusing Policies

The parks and recreation manager reserves the right to refuse any group the privilege of using the Palmdale Amphitheater due to abuse of the policies of the facility or the City. In addition, any renter charged with an occurrence of abuse will be cancelled at the sole discretion of the City.

Renters Property/ Loss/Damage/Defacement

The City of Palmdale shall assume no responsibility for any property placed on or in its facilities or grounds. The City of Palmdale, its officers, agents and employees, are released and discharged from any and all liability for loss, injury or damaged to persons or property that may be sustained by the use or occupancy of the facility and its environs.

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No decorative or other material will be taped, wired, glued, nailed, tacked, screwed or otherwise physically attached to any part of the Palmdale Amphitheater rental space, including but not limited to fencing, gates, stages, buildings, windows, vegetation, restrooms, without prior approval from the City. Renters must receive prior approval to hang any banner or signage on City property. Drilling into any fence, cement, wall, and/or brick on/in any part of the park rental space is strictly prohibited. Driving onto rental park space grass, including but not limited to golf carts is strictly prohibited. No items will be laid or placed on the rental park space turf that might cause damage to it. Any group using the Palmdale Amphitheater rental space agrees to leave the premises in the same condition it was prior to their usage. Renter agrees to assume all responsibility for any damages done to the premises in the same condition it was prior to their usage. Renter agrees to assume all responsibility for any damages done to the premises or facility as a result of their usage. Renter is responsible for any loss, damage or theft of personal property that is incurred by the Renter and/or those in attendance. Gasoline, distillate or other petroleum products, or other substances or materials of an explosive or flammable nature, including candles, are not permitted on rental park space.

Laws & Ordinances

Renters shall comply with all laws whether federal, state or local, including all ordinances of the City of Palmdale, and all its rules, regulations and requirements and those of the Los Angeles County Sheriff's Department, Fire Department and Health Department. Fire lanes must remain clear at all times.

Temporary Use Permit

Palmdale Amphitheater rentals requiring a Temporary Use Permit (TUP) will be facilitated through City staff and documents requested by Renter. Temporary Use Permits must be obtained from the City 90 days prior to the rental event date and therefore all necessary documents must be received by Parks & Recreation by due date outlined in this rental agreement.

Warranties

Renters agrees, represents and warrants that nothing contained in the rental program, performances, exhibition or in any other way connect with renter's activities under this rental agreement shall violate or infringe upon any copyright, patent, right of privacy or other statutory or common law right of any person, firm or corporation. Further, renter warrants that all programs, performances, concerts, etc., to be performed under the "rental agreement" involving works protected by statutory or common law copyrights or other proprietary law have been duly licensed or otherwise authorized by the owners of such works or legal representatives thereof. It is the sole responsibility of the renter to obtain from Broadcast Music Inc.(BMI), ASCAP, SESAC, SWANK, Criterion PicUSA or any other licensing agency the proper permit for type of use. Renter further agrees to indemnify, defend and hold harmless The City of Palmdale, its officers, agents and employees, from any and all claims, fees, expenses or costs including legal fees asserted or incurred with regard to such warranty. Renter warrants that the rental will be suitable for the audiences in attendance and will not contain profanity, nudity, or adult themes and content.

Anti Discrimination

Discrimination by renter, its officers, agents, or employees, based on age, race, color, religion, sexual orientation, gender, disability, or national origin is prohibited.

Business License & Taxes

Any individual or entity selling tickets, souvenirs, or any other merchandise or service before, during or after the event must obtain a City of Palmdale business license in accordance with Chapters 3.44 and 5.04 of the Palmdale Municipal Code. Renters will be responsible for collecting all applicable taxes, Including Federal, State and City taxes.

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RELEASE, WAIVER, AND ASSUMPTION OF RISK

I, the undersigned am fully aware and understand there are potential risks involved with the rental of any facility. Specific dangers include, but are not limited to, slip and falls, tripping, equipment failure or accidents, failure of any fixture, structure or structural member, burns, cuts, abrasions, severe injury, death or damage to personal property.

I acknowledge that I am voluntarily renting this facility and participating in the activities conducted therein. I hereby agree to assume all risk of injury, damage to persons and property, and/or death, and to indemnify, defend and hold harmless the City of Palmdale, its officers, agents, volunteers and employees from any liability for injuries, claim for damage, damage to goods, or death that may arise in connection with the renting or use of this facility. This Release, Waiver, Assumption of Risk also pertains to any actions of the City of Palmdale, its officers, agents, volunteers or employees (excepting only the sole negligence or willful misconduct of the City) which may have caused or contributed to the injury, damage, or death. This Release, Waiver, and Assumption of risk shall be binding upon the Applicant and any of its successors in interest.

Signature of Applicant/Renter _____ Date _____
(Must be at least 21 years of age)
John Doe

APPLICANT'S STATEMENT

I hereby certify that I have read and will abide by the rules and regulations of the City of Palmdale and the Department of Parks and Recreation as outlined above and any additional rules that are specific to the facility being used. I understand that fees must be paid at least 180 days in advance of rental date or contract will be cancelled. I understand that if I cancel this event I must do so in writing 180 days prior to rental date to receive a refund. I understand a signed contract must be received at least 180 days prior to rental date. I further agree to promptly reimburse the City of Palmdale for any clean-up, loss or damage to City property resulting from its use. The City reserves the right to cancel any permit without liability to the Department upon eight (8) days written notice to renter. I agree to all terms and conditions hereby incorporated by reference in the Permit to Use Palmdale Amphitheater and Palmdale Amphitheater Rules document.

Signature of Applicant/Renter _____ Date _____
(Must be at least 21 years of age)
John Doe

John Doe

Doe, John
38260 10th St E
Palmdale CA 93550

Home: (661)267-5611 Business: ()

Fax: ()

X:

Keri Brady
Parks and Recreation Manager

Date: _____

APPROVED AS TO FORM:

BY _____
Noel Doran,
Palmdale Assistant City Attorney

User: mschuler

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Exhibit A
Palmdale Amphitheater
City and Contracted Services Fees

Fees & Associated Costs

The City will arrange for, oversee and coordinate the installation of the following services listed below. Where Standard Use and Grand Use items are listed the City will determine final costs based on entertainer/performer rider agreements and information provided in Renter's completed application.

A. Venue Fee

Includes staffing of paved lot, gravel lot, restroom oversight, trash removal oversight, West Gate entry, Main Gate entry, two scheduled site visits, City professional staff coordination? \$15,000

B. Additional Costs

Staffing \$ standard staffing fees apply
 Site Visits \$ standard personnel fees apply

C. Electrical Fees

Grand Use \$8,500
 Full Services, All Venue Areas, Generated Power
 Additional Costs TBD upon Artist Rider Contract
 Electrical Consultant \$60/ hour

D. Rigging

Basic Rigging Installation \$1,200
 Equipment Rental \$3,500
 Additional Costs TBD upon Artist Rider Contract

E. Audio

Standard Use per Artist \$6,000
 Grand Use per Artist \$7,000
 Additional Costs TBD upon Artist Rider Contract

F. Lighting

Standard Use per Artist \$7,550
 Grand Use per Artist \$8,050
 Additional Costs TBD upon Artist Rider Contract

G. Installed Chairs

1,000 \$2,300
 2,000 \$4,600
 3,000 \$6,050

H. Security

Standard Use \$2,550
 Grand Use \$3,850