

38260 10th Street East
Palmdale, CA 93550
661/267-5611
Fax: 661/267-5636

Date Received: _____
By: _____



Park Space Event Use Application

This is not a reservation guarantee. Reservations are not guaranteed until renter receives written confirmation from the City of Palmdale Department of Parks and Recreation in the form of a contract and all conditions and terms of the contract are met. A security deposit does not indicate a reservation guarantee. If renter and City cannot agree on rental terms, the security deposit will be refunded in full. A non-refundable application filing fee of \$250 paid to the City of Palmdale by cashiers check only is due with this application. **Applicants must apply 180 days prior to exact rental event date/s.**

Please print:

Date of Application: _____

Applicants name (must be a person): _____

Organization: _____

Is this organization a non-profit? Yes No

Business Phone Number: _____ Business Fax: _____

Mailing Address: _____

City: _____ State: _____ Zip code: _____

E-mail Address: _____

Name of proposed event: _____

Rental Date(s) requested: _____

Is this organization a non-profit with current 501C3 status? Yes No

*if Yes, attach a copy of 501C3 status to this application

What park site is being requested for special event use?

- | | | | |
|--|--------------------------------------|---|--|
| <input type="checkbox"/> Anaverde | <input type="checkbox"/> Courson | <input type="checkbox"/> Desert Sands | <input type="checkbox"/> Domenic Massari |
| <input type="checkbox"/> Foothill Park | <input type="checkbox"/> Joshua Park | <input type="checkbox"/> Legacy Commons | <input type="checkbox"/> Manzanita Heights |
| <input type="checkbox"/> Marie Kerr | <input type="checkbox"/> McAdam | <input type="checkbox"/> Pelona Vista | <input type="checkbox"/> Poncitlan Square |

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

Expected attendance: _____

Audience age range: _____

Event proposal (Describe in detail): _____

Event set up/load in time: From _____ to _____

Event tear down/load out time: From _____ to _____

Event open to public time: From _____ to _____

Will the event be open to the public? Yes No

Will an admission fee be charged? Yes No

If yes, list all ticket prices: _____

*admission fees may only be charged for fenced/gated events

Will tickets be sold:

Online?

List Website address:

Available at other outlets?

List outlet name(s) and address(es): _____

Available by mail?

List mailing address: _____

Other:

Will live music be performed? Yes No

List all scheduled Artists/Performer/Music Genre:

Will stage/s be installed? Yes No

What company will be used to install stage/s? _____

Will sound equipment be used? Yes No

What company will be used to provide sound equipment? _____

Will power/generators be used? Yes No

What company will be used to provide electrical services? _____

*renter must contract with a licensed, bonded, insured electrical company

Will commercial/craft /non-profit/sponsor vendors be onsite? Yes No

What fees will be charged for these spaces? _____

*attach sample vendor application

Will concession vendors be on site? Yes No

What fees will be charged for these spaces? _____

*attach sample vendor application

List all concessions vendors:

Will food be prepared onsite? Yes No

Will prepared food be available to the public? Yes No

Are you requesting to sell alcohol? Yes No

Attach alcohol sales and service procedure to include: I.D. Check plan, ABC application for permit, alcohol sales vendor, alcohol server certificates, layout for containment, necessary signage.

Attach parking plan to include: any proposed street closures, public parking, handicap parking, identify any special parking areas on a layout.

What licensed, bonded and insured security company will be used? _____

Attach security plan to include: a layout of proposed event site, all entry points, identify all security positions on layout, and describe duties of each position. City of Palmdale will review security plan and may require renter to obtain, at renters cost, additional security officers necessary for event size and type.

Will carnival rides be on site? Yes No

What company will install and operate carnival rides? _____

*bounce tents, rock walls and dunk tanks are not permitted on City of Palmdale property at any time.

Will car organizations be on site? Yes No

List car organizations scheduled to be on site: _____

Will tent structures be installed? Yes No

What company will be used to install tents _____

A Certificate of Flame Resistance for tent structures is required

List all sub-contractors/service providers that will be conducting business on City of Palmdale property on behalf of proposed event?

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. The renter’s certificate of liability insurance and endorsement will be due 90 days prior to event date. Insurance liability limits will be determined by the City of Palmdale using information provided in this application. Insurance requirements will be identified and entered into the contract. The renter will be required to obtain a certificate of liability insurance and endorsement, which may include one and/or all of the following liability limit examples:

Liability Limit Example #1

Renter, at its sole expense, shall maintain in effect for the duration of the 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 limits.

- Additional Insured Endorsement naming the City of Palmdale, et al. as set forth in “General Insurance Provisions” is required.
- If food, drink or any kind of product is sold or given away at the event, a 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. Liquor Liability(if applicable)

- One million dollar (\$1,000,000) limit on a per occurrence basis.
- Two million dollar (\$2,000,000) General Aggregate limits.

C. Workers’ Compensation

- Provide proof of insurance certificate with California statutory requirements.
- Waiver of Subrogation endorsement and primary and 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) day written notice of cancellation.
- C. List name of event, location, date and time – if applicable – in the “description of operations/comments” area.
- D. Certificate shall state that:

Description of Operations Box must state:

“ The City of Palmdale, The 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 insured.” NAME AND DATE OF THE EVENT

Liability Limit Example #2

Renter, at its sole expense, shall maintain in effect for the duration of the 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

- Two million dollar (\$2,000,000) limit on a per occurrence basis.
- Five million dollar (\$5,000,000) General Aggregate limits.
- Additional Insured Endorsement naming City of Palmdale, et al. as set forth in “General Insurance Provisions” is required.
- If food, drink or any kind of product is sold or given away at the event, a 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. Liquor Liability(if applicable)

- Two million dollar (\$2,000,000) limit on a per occurrence basis.
- Five million dollar (\$5,000,000) General Aggregate limits.

C. Workers’ Compensation

- Provide proof of insurance certificate with California statutory requirements.
- Waiver of Subrogation endorsement and primary and 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 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) day written notice of cancellation.
- C. List name of event, location, date and time – if applicable – in the “description of operations/comments” area.
- D. Certificate shall state that:

Description of Operations Box must state:

“ The City of Palmdale, The 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 insured.” NAME AND DATE OF EVENT

Liability Limit Example #3

Renter, at its sole expense, shall maintain in effect for the duration of the 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

- Five million dollar (\$5,000,000) limit on a per occurrence basis.
- Ten million dollar (\$10,000,000) General Aggregate limits.
- Additional Insured Endorsement naming the City of Palmdale, et al. as set forth in “General Insurance Provisions” is required.
- If food, drink or any kind of product is sold or given away at the event, a 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. Liquor Liability(if applicable)

- Five million dollar (\$5,000,000) limit on a per occurrence basis.
- Ten million dollar (\$10,000,000) General Aggregate limits.

C. Workers’ Compensation

- Provide proof of insurance certificate with California statutory requirements.
- Waiver of Subrogation endorsement and primary and 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) day written notice of cancellation.
- C. List name of event, location, date and time – if applicable – in the “description of Operations/comments” area.
- D. Certificate shall state that:

Description of Operations Box must state:

“ The City of Palmdale, The 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 insured.” NAME AND DATE OF EVENT

Insurance Requirements for Renter’s Vendors, Entertainers, Sub-Contractors, Service Providers

The Renter shall ensure that its’ vendors, entertainers, sub-contractors and service providers will be required to obtain and provide a certificate of liability insurance and endorsements to the City of Palmdale due 60 days prior to rental event date. Insurance liability limits will be determined by the City of Palmdale using information provided in this application. Insurance requirements will be identified and entered into the rental agreement.

For City Use:

The following information will be determined upon review of this application by the City. The City will schedule a formal meeting between the renter and the City, in which the renter may be required, based upon information provided in this application and determined necessary in the formal meeting, to provide the following:

Additional number of portable restroom units, standard and handicap

*park sites contain restroom facilities that can accommodate up to 500 patrons or less for a single event

Additional number needed: standard unit_____ handicap unit_____

Additional number of hand sinks for food vendors and/or the public in attendance

Additional number needed: hand sinks_____

Additional number of trash receptacles or roll-offs

Additional number needed: 60 or 90 gallon trash receptacle_____ dumpster/roll-off_____

City staff required onsite

Security provided by licensed, bonded and insured company

*copy of approved security company contract due **90 days** prior to rental date

Sheriff Deputies

*copy of Private Entity Contract between Renter and L.A. County Sheriff Department **90 days** prior to rental date

Letter of request to City to sell alcohol on property due **180 days** prior to rental date

Copy of 501(c)3 documentation attached to this application

Application for Permit from Alcoholic Beverage Control (ABC) due **90 days** prior to rental date

Approved Permit from Alcoholic Beverage Control (ABC) due **30 days** prior to rental date

A Temporary Use Permit due **90 days** prior to rental date

Copies of all Alcohol Server Certification cards due **90 days** prior to rental date

Copy of LA County Health Department permit due **90 days** prior to rental date

*City park sites do not contain potable water

Copy of LA County Fire permit due **90 days** prior to rental date

Certificate of Flame Resistance for installed tent structures due **90 days** prior to rental date

Copy of Electrical Permit due **90 days** prior to rental date

Accommodations for turf irrigation due **60 days** prior to rental date

Installation of vehicle access points due **60 days** prior to rental date

Copy of City of Palmdale Business License due **90 days** prior to rental date

Copy of ambulance/paramedic service contract due **90 days** prior to rental date

- Final event layout due **60 days** prior to rental date
- Certificate of Liability Insurance and Endorsement for renter due **90 days** prior to rental date
- Certificate of Liability Insurance and Endorsement for renter's vendor serving/selling alcohol due **90 days** prior to rental date
- Certificate of Liability Insurance and Endorsement for renter's vendors, entertainers, sub-contractors and service providers due **60 days** prior to rental date
- Rental fees paid in full **90 days** prior to rental date
- Refundable security deposit due **90 days** prior to rental date in the amount of \$_____
- On-site park walk through with City staff will be schedule by City of Palmdale Parks and Recreation

Fees

Fees, including park site rental fees, deposits and staffing fees (if applicable) will be determined by requested park site location, areas requested and the current City of Palmdale Fee Resolution. The City may determine that City personnel are required to be onsite, at which time the renter will be charged the associated fees applicable, as noted in the City of Palmdale Fee Resolution. Refundable security deposits will range from \$500 to \$1,000 depending on type of proposed event and expected attendance. Fees will be determined and entered into the renter's contract. All fees must be paid by cashiers check. Fees collected in the form of admission/ticket sales, concession revenue and/or alcohol sales revenue are subject to 5% commission of gross sales, payable to the City ten (10) days of the conclusion of the event.

Refunds and Deposits

A refundable security deposit and all applicable rental fees are due to the City 90 days prior to rental date. Refunds of fees and deposits require advance written notice of cancellation 60 days or more prior to rental date. However, advance payments may be credited to a future date if the event is rescheduled. Cancellation notice of less than 60 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.

Reservation Procedures

No oral agreements for use of park space shall be valid. All valid reservations will be confirmed in writing in the form of a contract and all conditions and terms of the contract are met. Use of park space is determined on a first-come, first-served basis and may be booked up to one year in advance; minimum one hundred and twenty (120) days in advance of rental date. Reservations are not confirmed until this application is completed and signed by the renter, received and approved for use by the Department of Parks and Recreation, a rental contract is produced and fully executed and all conditions and terms of the contract have been met.

All fees must be paid 90 days in advance of the rental date. Failure to pay all fees 90 days in advance of the rental date constitutes a breach of contract for use of park space 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 contract. 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 contract. The renter shall pay all additional charges in excess of the deposit within ten (10) days after an amended contract, which includes an invoice of additional charges, has been produced and provided to renter.

Weather

Outdoor park space use 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 application 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 groups the privilege of using park space 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.

No decorative or other material will be taped, wired, glued, nailed, tacked, screwed or otherwise physically attached to any part of the park 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 rental park 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

Park space rentals requiring a Temporary Use Permit (TUP) must be obtained from the City 90 days prior to the event. Contact the City of Palmdale Planning Department, 38250 Sierra Highway, Palmdale, CA 93550; 661/267-5200

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 application shall violated 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 "Application" 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, concession, 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.

Park Space Prohibitions

Unless park space is explicitly reserved, park space use is granted on a first-come, first-served basis.

Park Site Specific Rules

The parks and recreation manager and/or his designated representative shall enforce or cause to have enforced rules and regulations pertaining to operation of department facilities. The manager and/or his designated representative has the authority to eject or cause to be ejected from the facility any person acting in violation of these rules and regulations. In addition, the manager and/or his designated representative has the authority to deny use of facilities to individuals or groups who refuse to comply with these conditions. Department staff is to immediately inform violators of the rules, making sure they are understood. If violators do not comply, assistance is to be sought from the Sheriff's Department to remove the violators from the facility.

With the exception the Larry Chimbole Cultural Center and Legacy Commons, the dispensing or consumption of alcohol is prohibited at park sites.

Any action interfering with the welfare or enjoyment of others, such as loud music or noise or unruly or objectionable conduct, abusive behavior or loud offensive language is prohibited.

No person shall sell or offer any service or merchandise or distribute hand bills or other literature in parks, facilities or parking lots without permission of the City Council or the parks and recreation manager. Persons so authorized must display a written permission as well as a business license.

Persons other than City employees shall vacate parks and facilities between the hours of 10pm and 6am, unless attending an approved scheduled activity or event.

Renter Signature

I understand that this is not a reservation guarantee and that reservations are not guaranteed until written confirmation from the City of Palmdale Department of Parks and Recreation in the form of a contract is received and all terms and conditions of the contract are met. I further understand that a security deposit does not indicate a reservation guarantee.

Renter Signature _____ Date _____

Name (Full Legal Name Required) Title

Organization or Business Name

Address

City

State

Zip Code

Phone Number

Fax Number

Application Checklist

- Non-refundable \$250 Application Filing Fee attached
- Application fully completed
- Proposed event layout and site plan attached
- Alcohol sales and service procedures attached
- All applicable vendor and sponsor applications attached
- Proposed parking plan attached
- Proposed security plan attached
- Copy of 501(c)3 documentation attached if applicable

Return this application and all required documents and payment to:

**Annie Pagliaro
38260 10th Street East
Palmdale, CA 93550**