



38260 10th St. East
Palmdale, CA 93550
661/267-5611
Fax 661/267-5636

Date received: _____

By: _____

APPLICATION FOR PERMIT TO USE PALMDALE AMPHITHEATER AND PALMDALE AMPHITHEATER RULES

This is not a reservation guarantee. Reservations are not guaranteed until Renter receives written confirmation from the City of Palmdale Department of Parks & Recreation, and the applicant submits a deposit.

RETURN THIS APPLICATION AND FACILITY USE FILING FEE TO PALMDALE AMPHITHEATER, ATNN:
AMPHITHEATER SUPERVISOR, CITY OF PALMDALE, 38260 10TH ST. EAST, PALMDALE, CA 93550.

Please print

Date of application: _____

Applicant's name (must be a person): _____

Organization or business name: _____

Business phone: _____ Business fax: _____

ORGANIZATION/BUSINESS MAILING ADDRESS

ORGANIZATION/BUSINESS BILLING ADDRESS

Street: _____ Street: _____

City: _____ City: _____

State: _____ Zip Code: _____ State: _____ Zip Code: _____

Purpose of organization: _____

Is the organization a non-profit? Yes* No

*Attach 501(c)3 documentation.

If yes, is the organization located in Palmdale? Yes No

Is Renter a Palmdale resident? Yes No

Applicant's address: _____ Apt. or Suite # _____

City _____ State _____ ZIP _____

Day phone _____ Cell phone _____

Fax _____ E-mail address _____

EVENT INFORMATION / PROPOSAL / LAYOUT

Name of event: _____

Rental date(s) requested:* _____

*Date(s) requested are not guaranteed until Renter receives written confirmation from the City of Palmdale Department of Parks & Recreation

Open to general public? Yes No

Scheduled time requested:*

Rehearsal Date _____ From _____ To _____

Rehearsal Date _____ From _____ To _____

Rehearsal Date _____ From _____ To _____

Set-up Date _____ From _____ To _____

Set-up Date _____ From _____ To _____

Time gates open for patrons: _____

Time of event** Date _____ From _____ To _____

Time of event** Date _____ From _____ To _____

Clean-up Date _____ From _____ To _____ (2 hour min.)

* All events must end by 10:00 PM. Renter is responsible for vacating spectator and concession areas no later than 11:00 PM on the date of the rental; vacating parking areas no later than 12:00 AM (midnight) on the date of the rental; and completing all clean-up and vacating the premises no later than 1:00 AM on the date of the rental.

**Event time must include mandatory one-hour minimum before start and 2-hour minimum clean-up time.

Scheduled time must include rehearsal(s), set-up, decorating, preparation, event and teardown. The Department of Parks & Recreation must be notified 48 hours prior to the event if additional time is needed.

Set-up: Renter is responsible for setting up and tearing down chairs or other equipment used at the event. Rented property must be removed from the premises at time of departure.

Deliveries: All deliveries must be scheduled to arrive NO earlier than one hour prior to scheduled rental time.

Teardown & Clean-up: The Amphitheater and grounds must be "broom" clean prior to departure. All supplies and food must be removed from premises prior to departure. Teardown and clean-up must be completed prior to opening of Marie Kerr Park on the next day.

Trash: All trash must be removed from the stage area, dressing rooms, green room, patio area, grounds and parking areas and placed in trash cans prior to departure. Full trash containers must be placed on the northeast side of the stage near the loading dock.

Departure Time: All equipment and supplies belonging to Renter must be removed from the Palmdale Amphitheater and park premises upon departure. Renter may not store belongings at the Amphitheater.

TICKET SALES / ADMISSION FEES

Admission fee?* Yes No

If yes, list all ticket prices: _____

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: _____

*Admission fees may not be charged without prior approval of the Department of Parks & Recreation.

Ticket sales shall not exceed the capacity of the Amphitheater. Ticket sales are limited to 5,000 on the lower level, and 6,000 on the upper level.

The Amphitheater Supervisor may authorize additional admission during an event if his/her on-the-spot evaluation indicates that health, safety and good order will not be jeopardized by an increase.

Admission fees collected are subject to 5% commission on gross ticket sales, payable to Palmdale Amphitheater within ten (10) days of the conclusion of the event. Renter agrees to provide 30 complimentary tickets to the City for each performance, or each day of an event, covered by the "Application."

DONATIONS

Will donations be requested? Yes No If yes, please list all donation requests (cash, goods, services):

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.

Anticipated audience: _____

Audience age range: _____ Anticipated number of attendees: _____

CONCESSION SALES

Will concessions (food and beverages) be sold? Yes No

The City will book all food and beverage vendors on behalf of Renter, including coordination of permits with Los Angeles County Health Department. Renter shall provide, at its sole expense, all concession costs including, but not limited to, handsinks, electricity and any other equipment that may be deemed necessary by Los Angeles County Health Department or the City.

No outside food(s) or drink(s) are allowed within the fenced area of the Palmdale Amphitheater during rentals and events without prior approval of the Amphitheater Supervisor. **All non-alcoholic drinks and waters must be Coca-Cola branded products.**

ALCOHOLIC BEVERAGE SALES

Will alcohol be sold? Yes No

If alcoholic beverages will be served or sold, the Renter must request authorization from the Department of Parks & Recreation. If approved, the Renter must obtain:

- **Temporary Use Permit 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.**
- **Permit from the Alcoholic Beverage Control Board. Information is available at www.abc.ca.gov**
- **General Liability Insurance Certificate naming the City as additional insured in the amount of \$5,000,000 (five million dollars).**

All insurance policies and endorsements, including the Liquor Liability Endorsement, must be submitted to the Palmdale City Attorney for approval at least thirty (30) days prior to the event. Failure to submit all insurance policies and endorsements at least 30 days in advance may result in a ban on the sale of all alcoholic beverages at the event. Renter is subject to specific terms and conditions. The Renter will be responsible for establishing a procedure to verify the legal age of anyone served an alcoholic beverage. The procedure will be submitted with this application for approval. Alcoholic beverages must remain within the Palmdale Amphitheater. Alcoholic beverages must be dispensed in plastic or paper containers. Alcoholic beverages may not be contained in glass or metal containers. Renter will cease sales of alcoholic beverages one hour prior to conclusion of event. Sale of alcoholic beverages is subject to 5% commission of gross alcoholic beverage sales, payable to Palmdale Amphitheater within ten days of the conclusion of the event.

Describe your Alcoholic Beverage Sales Procedure in detail:

SOUVENIR SALES

Will souvenirs be sold? Yes No

The sale of any merchandise or products other than concession items must be disclosed on the "Application." The City of Palmdale Department of Parks & Recreation reserves the right to collect a 5% commission on gross souvenir sales, payable to Palmdale Amphitheater within ten days of the conclusion of the event.

SPONSORSHIPS & MARKETING/ADVERTISING

Sponsorships shall not be secured, and advertising/announcements shall not be made public, prior to written approval of the "Application" by the Department of Parks & Recreation. Advertising or announcements, including all marketing materials and collateral, passes and tickets, must be pre-approved by the Department of Parks & Recreation. Tickets may not be sold prior to written approval of the Use Application. The Renter shall include a statement of policy prohibiting containers, ice chests and outside food and drink on all advertisements for its event.

TECHNICAL DETAILS

All technical details must be included with this application and approved by the Amphitheater Supervisor in writing prior to the event. Please refer to the Palmdale Amphitheater Rules below for information about technical details.

Sound Company

Name _____ Contact person _____

Address _____

City _____ State _____ Zip Code _____

Phone number _____ Fax _____ License # _____

*A licensed and insured professional sound company preapproved by the Amphitheater Supervisor must provide all sound. Copies of the Sound Company's license and insurance (naming the City as additional insured) must be included with this application. The renter is responsible for all costs associated with the sound company.

Sound equipment to be used: _____

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 check. If sound levels exceed the established level, the Palmdale Amphitheater Supervisor will request that the volume is turned down. 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 board area. Sound or noise may not exceed 70 decibels at the Amphitheater's perimeter fence, and may not exceed 65 decibels at the park property line over a twenty-four hour period.

Lighting Company

Name _____ Contact person _____

Address _____

City _____ State _____ Zip Code _____

Phone number _____ Fax _____ License # _____

*A licensed and insured professional lighting company preapproved by the Amphitheater Supervisor must provide all lighting. Copies of the Lighting Company’s license and insurance (naming the City as additional insured) must be included with this application. The renter is responsible for all costs associated with the lighting company.

Light equipment to be used: _____

Rigging Company

The Renter is required to use the City’s approved, licensed and insured professional rigging company at its sole expense if ‘flying’ a sound and/or lighting system. Renter must provide sound and/or lighting specifications to the City and the Rigger sixty (60) days prior to its event for approval.

POWER / ELECTRICITY / UTILITIES

House power is limited at Palmdale Amphitheater. Adequate electrical capacity to meet the demands of the event and the cost of additional power/electrical supply beyond the permanent service in the Amphitheater is the sole responsibility of the Renter, including, but not limited to, generators and electrician’s fees. The Renter will take all necessary precautions to protect the existing electrical service at the Amphitheater from overload and damage. Outlets are only for the use of small radios, coffee pots, food warmers and like equipment that does not exceed a maximum of 120 amps.

A City electrician or APO approved electrician is responsible for and required for all electrical hook-up and on-call duty, and the Renter is responsible for all costs associated with the electrician at its sole expense.

Electrical panels may not be accessed or modified by any outside electrician. Electrical panels may only be accessed by the City’s Electrician. If the Renter’s equipment is not compatible with the City electrical panel for any reason, the Renter’s equipment must be modified. Modifying the City’s electrical panels will result in a fine. Renter is responsible for any and all necessary repairs to the Palmdale Amphitheater electrical panels as a result of Renter’s modification.

Water and electrical hook-ups are available for concessions and vendors. An On-site electrician must supervise all electrical hook-ups and generators.

Electrician

The Electrician must be pre-approved by the Department of Parks & Recreation.

Name _____ Contact person _____

Address _____

City _____ State _____ Zip Code _____

Phone number _____ Fax _____ License # _____

*An approved, licensed and insured professional electrician must provide all electrical hook-up and on-call duty. Copies of the Electrician’s license and insurance (naming the City as additional insured) must be included with this application. The Renter is responsible for all costs associated with the electrician.

SECURITY

The City will determine required security based on the type of event. Renter is responsible for providing the necessary number of uniformed security personnel as determined by the Department of Parks & Recreation, and bears all costs associated with security. The Security Company must be pre-approved by the Department of Parks & Recreation and provide proof of liability insurance. Renter must provide proof of contract with the approved security company to the City 10 days prior to the event.

Name _____ Contact person _____

Address _____

City _____ State _____ Zip Code _____

Phone number _____ Fax _____ License # _____

LAW ENFORCEMENT / SHERIFF'S OFFICERS

The City will determine required law enforcement based on the type of 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 Amphitheater at all times during which the facility is used and occupied by Renter, or by persons authorized by Renter.

If law enforcement is required, Renter must enter into a separate agreement with the Los Angeles County Sheriff's Department to provide for such officers, and Renter agrees to employ such officers at its sole expense. The City shall provide coordination with the Sheriff's Department on Renter's behalf.

EMERGENCY MEDICAL PERSONNEL

Renter is required to have at least one ambulance and trained medical staff at events of 3,000 patrons or more, at Renter's sole expense.

Ambulance Company

Name _____ Contact person _____

Address _____

City _____ State _____ Zip Code _____

Phone number _____ Fax _____ License # _____

*A licensed and insured professional ambulance company preapproved by the Amphitheater Supervisor must provide all ambulance service. Copies of the Ambulance Company's license must be included with this application. The renter is responsible for all costs associated with the ambulance company.

MISCELLANEOUS INFORMATION

Will tents be installed? Yes No Chairs? Yes No Tables? Yes No

Renter must arrange for all necessary tents for catering, vending, artist merchandising, etc., tables and chairs from an outside vendor. Tents, tables or other equipment are not permitted on grassy areas without prior approval of the Amphitheater Supervisor. Tents must come from a reputable company and must meet all Fire Safety Standards. The Renter must provide a Certificate of Flame Retardation thirty (30) days prior to its event (available from the tent company), and a copy of vendor's proof of general liability insurance.

Will your event require ticket booths? Yes No Number required: _____

City ticket booths will accommodate two (2) ticket sellers each.

Will banners (sponsor or informational) be installed? Yes No Number of banners: _____

Requested banner locations: Stage Towers Stage Wingwalls Interior Fencing Exterior Fencing*

*Banners may be hung on exterior fencing on the day of the event only.

Will you require a stage curtain? Yes No (The City has one black stage curtain available for use).

How will on-site communications be handled? Cell phone Two-way radio

Renter is responsible for obtaining an efficient form of communication for its event staff to communicate with City

staff and others, including, but not limited to security, law enforcement, fire department, medical and electrician.

TRAFFIC CONTROL & PARKING

If it is anticipated 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 shall be in designated areas only. Cars may not be parked on turf, grassy areas or sidewalks. The City will provide adequate staff to control and regulate the parking of vehicles in designated areas, and all costs associated with staffing will be borne by the Renter. Service vehicles or other heavy equipment is allowed only in areas as authorized by the Department of Parks & Recreation.

SERVICE PERSONNEL FEES (STAFF COSTS)

All rentals require the use of Palmdale Amphitheater staff/service personnel. These fees will vary depending on the type of event. The cost associated with Amphitheater personnel will be charged to the Renter and is due thirty (30) days prior to the event. Required staff costs include parking, trash and restroom maintenance. The City may also require Renter to pay costs for staffing gates, backstage assistance, ushers and information booth.

LAYOUT

A sketch of the layout of the performance and spectator areas, concession areas, parking areas and any other proposed facilities must be submitted with the Application for Use of Palmdale Amphitheater 30 days prior to the date of the event. A site map is included in this document for applicant's use.

PALMDALE AMPHITHEATER DESCRIPTION

Address: 2723 Rancho Vista Blvd., Palmdale, CA 93551

Acres: 6

Maximum capacity: 10,000 people

Parking: 425 marked spaces in lighted/paved lot; 20 unpaved/unmarked/unlighted acres east of the amphitheater

Seating: Festival-style, all grass (no permanent seating)

Restroom facilities: Two permanent facilities located inside gates.

Perimeter: Enclosed, gated and field lighting

Concessions: Vendor/food court areas, no power/water.

Stage: 60'x40' concrete

Stage Lights: Basic house lighting

Backstage: Two private dressing rooms with own restroom; one green room; private patio area; outside restrooms; ADA accessible. No phones or Internet access.

Loading dock: Side stage loading dock

Hours of operation: 6 AM-10 PM. During regular operating hours, Marie Kerr Park is open to the public. The City of Palmdale cannot guarantee the absence of interference by Park visitors during the Renter's event or program.

RESPONSIBILITIES OF RENTER

Renter will arrange, provide, and pay for talent, sound and lights, stagehands, publicity, advertisements, backstage catering, event security, medical services, ASCAP/BMI, transportation, equipment, telephones, event maintenance, sanitation, runners and other materials, personnel and services necessary for the efficient and safe presentation of events at Palmdale Amphitheater. Renter will obtain, or will require its agents and contractors to obtain, all necessary permits and licenses, and liability insurance.

The Renter shall be responsible to see that:

- Spectators and concession areas are vacated no later than 11:00 PM; parking areas are vacated no later than 12:00 AM (midnight); All clean-up is completed and Renter vacates the premises no later than 1:00 AM on the date of the rental.
- That any noise or sound created by use of the Amphitheater is kept at or below 95 decibels at the sound board (110-125 feet from the stage)
- Such sound or noise is not to exceed 70 decibels at the Amphitheater's perimeter fence and is not to exceed 65 decibels at the park property line over a twenty-four hour period so as to not interfere with neighbors
- That trash inside the Amphitheater and in the parking areas be cleaned up prior to conclusion of use.

The Palmdale Amphitheater has specific prohibitions for use of the facilities as follows:

- No tobacco, including chewing tobacco
- No alcohol without prior approval
- No animals
- No fireworks
- Nothing may be attached or affixed to any tree, plant, fence, building or other part of the Amphitheater or its amenities without prior approval
- No digging, transplanting or disturbance of vegetation
- No gas or diesel powered vehicles of any kind on the interior of the Amphitheater, its turf or sidewalks, including golf carts.
- Tents or other temporary structures must be pre-approved by the Department of Parks & Recreation and be installed no more than 24 hours preceding the event and removed at the conclusion of the event.

CREDIT CHECK

The City may, at its discretion, complete a credit history check of Renter at Renter’s sole expense.

AGREEMENT OF RESPONSIBILITY

Renter understands and agrees that the premises are being rented “as is.” Renter understands and agrees that this is an outdoor venue subject to inclement weather conditions. Renter agrees that the City of Palmdale, its officers, agents and employees shall have no responsibility regarding decorative elements placed by the Renter or for debris or damage caused by weather-related incidents. Renter agrees to be responsible for the facilities while being used, including responsibility for the behavior of persons present, and the preservation of the facilities. Renter agrees to indemnify the City of Palmdale, its officers, agents and employees, for any loss, damage or harm to the facilities or grounds and to protect, defend and indemnify the City and its employees, representatives and agents against any claims of persons present during the term of rental, including attorney’s fees and costs of defense. Renter further agrees that any misrepresentation as to the nature of the event, the number of attendees expected, contact or payment information, or any other falsification of permit documents will result in the immediate cancellation of the event and forfeiture of fees paid, and may also result in denial of future permit requests and/or legal action.

FACILITY USE FILING FEE AND DEPOSIT

Renter agrees to pay a nonrefundable Facility Use Filing Fee of \$250, due upon submission of application. The Deposit is due upon written confirmation of rental, and secures, saves and reserves the use of the rented facility on the date indicated. Remaining balance must be paid in full no later than 30 days prior to the event.

AUTHORIZATION

By entering my name and date below, I certify that I have read and understand the Palmdale Amphitheater Rules (“Rules”), which are hereby incorporated by reference, and that I understand all the information therein. I assume responsibility for myself and for my organization/business/group in honoring all the requirements listed in the Rules. I understand that my reservation will not be confirmed until a signed application is submitted, all deposits are paid in full, and all requirements are fulfilled per this Application for Permit to Use Palmdale Amphitheater and the Rules. I further warrant that I am an officer or agent of the Renter and I am duly authorized to execute this Application.

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 Facility Use Application Filing Fee attached (\$250, made payable to Palmdale Amphitheater)
- Event proposal completed
- Site plan attached
- Alcoholic beverage sales procedure attached, if applicable
- License and Insurance Documentation

FACILITY

Rental includes everything within the Palmdale Amphitheater fencing, including concession area, permanent rest-rooms, stage, dressing rooms, and green room. Amphitheater dressing rooms, green room and patio areas will be used for their intended purposes only. The Palmdale Amphitheater paved parking lot may not be used for an additional event area. In addition, the paved parking lot may not be closed to the general public; Palmdale Amphitheater is located at Marie Kerr Park, which must be accessible to the general public at all times. Parking in the unpaved lot east of the Palmdale Amphitheater is included in the rental.

RESERVATION PROCEDURES

No oral agreements for use of the Palmdale Amphitheater shall be valid. All valid reservations will be confirmed in writing with the completion of the Application for Permit to Use Palmdale Amphitheater (including all applicable attachments), and payment of all applicable fees.

Use of the Palmdale Amphitheater is determined on a first-come, first-served basis and may be booked up to one year in advance; minimum sixty (60) days in advance of event or minimum ninety (90) days in advance of event if serving alcohol. Reservations are not confirmed until the Application for Permit to Use Palmdale Amphitheater is completed and signed by the renter, received by the Department of Parks & Recreation, and all appropriate fees paid. Renter will receive a written confirmation from the Department of Parks & Recreation upon receipt of the deposit and approval of rental dates.

All fees must be paid 30 days in advance of the event. Failure to pay all fees 30 days in advance of the event constitutes a breach of the Application for Permit to Use Palmdale Amphitheater and will result in the immediate cancellation of the event and forfeiture of all fees paid. Failure to pay all fees in a timely manner may also result in denial of future permit requests and/or legal action.

Additional charges may be assessed for property damages and extended occupancy periods. The Renter shall pay all additional charges in excess of the deposit within 10 days after damage estimates have been made.

All staff costs will be paid thirty (30) days prior to the rental date.

DEPOSITS AND REFUNDS

Refunds of fees and deposits require advance written notice of cancellation sixty (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. If the event cannot be held or 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 (excluding the application fee) will be refunded to the renter.

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 & 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 may be refunded to the Renter after the event. However, the deposit may be held at the discretion of the Department of Parks & 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 this contract have been met.
2. All facilities are left in good condition.
3. Cancellation procedures have been followed.

Basic deposit rates are as follows:

Other Uses	\$250 + plus expenses
Performances	\$3,000 + plus expenses

These are minimum deposit figures. Additional monies may be required depending on the type of event to be held and the expected number of patrons. Multiple day rentals may require additional deposit monies, determined on a case-by-case basis by the Amphitheater Supervisor.

CLASSIFICATION OF RESERVING PARTIES AND RENTAL FEES

Rental fees for the Palmdale Amphitheater will be determined by the classification of the event. Each event will be classified as one of the following:

1. Small Use (Other Use): Graduation, Private Party, Ceremony, Recital, Rally, Meeting, Events of 100-3,000 patrons (minimum of 100 patrons required).
2. Grand Use (Performance): Concerts, Festivals and Events of 3,000-12,000 patrons.

FEES

Effective July 7, 2010-June 30, 2011

A. SMALL USE (OTHER USES)

Two-hour minimum charge, subject to per hour charge thereafter.

- i. IRC 501 (c)(3)(4)(5)(6) groups: Public event, advertised \$225/hour + expenses
- ii. IRC 501 (c)(3)(4)(5)(6) groups: Private event..... \$250/hour + expenses
- iii. Commercial: Public event..... \$300/hour + expenses
- iv. Commercial: Private event \$350/hour + expenses
- v. Security deposit (separate cashier’s check) \$250 or more

B. GRAND USE (PERFORMANCE)

Fees are based on a 12-hour period (day of event), subject to per hour charge thereafter.

- i. IRC 501 (c)(3)(4)(5)(6) groups: Public event, advertised \$5,200 + expenses
- ii. IRC 501 (c)(3)(4)(5)(6) groups: Private event..... \$5,400 + expenses
- iii. Commercial: Public event..... \$15,000 + expenses
- iv. Commercial: Private event \$7,500 + expenses
- v. Security deposit (separate cashier’s check) \$3,000-50,000

C. FACILITY USE APPLICATION FILING FEE (non-refundable)..... \$250

D. PERSONNEL

Four-hour minimum per hour charge for each staff person. Estimated cost will be provided based on Renter’s event proposal.

WEATHER

Palmdale Amphitheater is an outdoor venue subject to changing and inclement weather conditions. If Renter must cancel the event due to inclement weather, every effort will be made to provide an alternate date; however, an alternate date is not guaranteed. If the event cannot be held due to weather or 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 (excluding the Facility Use Application Filing Fee) will be refunded to the Renter.

FORCE MAJEURE

The City is not responsible for any event 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 event, the number of attendees expected, contact or payment information, or any other falsification of permit documents will result in the immediate cancellation of the event and forfeiture of all fees paid, and may also result in denial of future permit requests and/or legal action.

ABUSING POLICIES

The Parks & Recreation Manager reserves the right to refuse any group the privilege of using Palmdale Amphitheater due to abuse of the policies of the facility or the City. In addition, any group charged with an occurrence of abuse may be barred from making any further reservations and any future reservations may be cancelled at the sole discretion of the City.

RENTER’S PROPERTY

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 damage to persons or property that may be sustained by the use or occupancy of the facility and its environs.

LAWS AND ORDINANCES

Renter 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 Sheriff’s Department and Fire Department. Fire lanes must remain clear at all times. Any group using the Palmdale Amphitheater agrees to abide by and conform to all rules and regulations that may be adopted from time to time, including any and all alterations that might be imposed on the operational hours and use policies.

TEMPORARY USE PERMIT

A Temporary Use Permit (TUP) is required for any “concert” pursuant to Chapter 2 Section 27.03 (B)(2) of the Zoning Ordinance. A 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

Renter agrees, represents and warrants that nothing contained in the program, performance, exhibition or in any other way connected with Renter’s activities under this application 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 “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. 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 event will be suitable for the audience in attendance and will not contain profanity, nudity, or adult themes and content.

INDEMNITY

Renter shall indemnify, defend and hold harmless the City of Palmdale, and its officers, representatives and agents, from and against any and all legal claims, demands, or judgments arising out of, or in connection with, any act or omission of the Renter and/or its officers, representatives and agents.

ANTI-DISCRIMINATION

Discrimination by Renter, its officers, agents or employees, based on age, race, color, religion, sexual orientation, gender, disability or national origin, in the use of or admission to the premises, is prohibited.

BUSINESS LICENSE

Any individual or entity selling tickets, concessions, souvenirs, or any other merchandise or services 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.

TAXES

Renter will be responsible for collecting all applicable taxes, including Federal, State and City taxes.

INSURANCE REQUIREMENTS

Renter, at its sole expense, shall maintain in effect for the duration of the Use Agreement, 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 entities as set forth below 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. Workers’ Compensation

- Provide proof of insurance certificate with California statutory requirements.

C. Commercial Automobile Liability

- One million dollar (\$1,000,000) combined single limit including non-owned and hired automobile coverage.
- Additional Insured Endorsement naming the entities as set forth below 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:

“The City of Palmdale, Palmdale Community Redevelopment Agency, Palmdale Civic Authority, Housing

Authority, Airport Authority, Industrial Development Authority, their officers, agents, employees and volunteers are named as additional insured.”

NAME OF THE EVENT

**Palmdale Amphitheater at Marie Kerr Park
2723 Rancho Vista Blvd.
Palmdale, CA 93551**

DATE OF THE EVENT

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

Any endorsement may be issued by agent if said agent has authority to do so. If endorsement must be issued by the insurance company, agent is to forward a signed verification that the endorsement has been ordered. Endorsement to be received at least 30 days prior to event.

LOSS/DAMAGE

Renter is responsible for any loss, damage or theft of personal property that is incurred by the Renter and/or those in attendance. Renter is also responsible for restoring damaged premises to pre-event condition.

SMOKING

Smoking is not permitted inside any amphitheater facilities. Smoking is permitted in designated areas only.

FLAMMABLE MATERIALS

Gasoline, distillate or other petroleum products, or other substances or materials of an explosive or flammable nature, including candles, are not permitted at the Palmdale Amphitheater.

CONTAINERS, ICE CHESTS, OUTSIDE FOOD AND DRINKS

Amphitheater policies prohibit containers, ice chests or outside food and drink from being brought into the Amphitheater during public events.

MISCELLANEOUS PROHIBITED ITEMS

Flying objects such as Frisbees and beach balls are prohibited. EZ-ups are prohibited. Patrons may use handheld umbrellas in calm weather.

DEFACEMENT OF FACILITY

No decorative or other materials will be taped, wired, glued, nailed, tacked, screwed or otherwise physically attached to any part of the Palmdale Amphitheater, including but not limited to fencing, gates, stages, buildings, windows, vegetation, dressing rooms, green room, restrooms and patio area, without prior approval from the Palmdale Amphitheater Supervisor. Renter must receive prior approval to hang any banner or signage on Amphitheater or City property. Drilling into any fence, cement, wall, and/or brick on/in any part of the Amphitheater is strictly prohibited. Driving on Amphitheater grass is strictly prohibited. No items will be laid or placed on Amphitheater turf that might cause damage to it. Nothing may be hung from the curtain skim. Any group using the Amphitheater 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 or facility as a result of their usage. It is also understood by all parties bound by this application that all or part of their deposit will be held should Renter not comply with this policy.

AMPHITHEATER PROPERTY

Property belonging to the Amphitheater may not be removed from stage, dressing rooms, green room or patio at any time. Furniture in the green room, dressing rooms and on the patio may not be moved from their locations. If rearrangement of furniture is necessary, such rearrangement must be pre-approved by the Amphitheater Supervisor prior to the event.

MOTORIZED VEHICLES

Gas or diesel powered, motorized vehicles of any kind, including but not limited to golf carts, are not permitted inside the Palmdale Amphitheater

