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

Palmdale Amphitheater 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 rental agreement and all conditions and terms of the rental agreement 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. This application is not intended for use of Small/Medium Community Use rentals. Applicants must apply a minimum of 210 days prior to exact rental event date/s.

Please print:
Date of Application: ____________________________
Applicant's name (must be a person): __________________________________________________
Organization: _______________________________________________________________________
Business Phone Number: ___________________ Business Fax: _____________________________
Mailing Address: ____________________________________________________________________
City: __________________ State: ___________________ Zip code: ____________________________
E-mail Address: _________________________________________________________________
Name of proposed event: _____________________________________________________________
Public Access Phone Number: _______________________________________________________
*Must be a live person.
*Callers must be able to leave a message and receive a return call within 12 hours.

Will Headliner Artist be performing? Yes No
Will multiple acts be performing on the same day? Yes No
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.

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): _______________________________________________________

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*The Palmdale Amphitheater will not be rented for events beyond the capacity of what the venue can handle or its’ intended purpose.

Event rehearsal time # 1: Date From _________ to _________

Event rehearsal time # 2: Date From _________ to _________

Event rehearsal time # 3: Date From _________ to _________

Event set up/load in time # 1: Date From _________ to _________

Event set up/load in time # 2: Date From _________ to _________

Event gates open time: Date From _________ to _________

Event tear down/load out time: Date 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: ________________________________________________________________

Will tickets be sold online? Yes No

*Renter must use City approved online ticketing system with City log-on access to information pertaining to ticket sales.

List proposed online ticketing system being requested:

*Tickets may not be made available at other outlets or by mail. All tickets must be sold online and/or at the venue through City approved online ticketing system and all sales reports to meet City requirements.

Will Headliner Artist be performing? Yes No

Will multiple acts be performing on the same day? Yes No

Will non-Headliner music be performed? Yes No

List all scheduled Artists/Performer/Music Genre:

*A limit of three (3) acts may be scheduled to perform per each rental use date

*Note: 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.

Will rental event be marketed on billboards/roadsigns? Yes No

Will rental event be marketed on any websites? Yes No
List all websites associated with rental events__________________________________________

Will rental event be marketed in news publications? Yes  No
List all news publications associated with rental event?____________________________________

Will rental event be marketed on radio/television broadcasts? Yes  No
List all radio/television stations associated with rental event?____________________________________

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. See Exhibit A for fee schedule.

Attach proposed Artist/Performer rider agreements and stage plot plans/layouts to this application. City will coordinate with contracted production service providers to determine use type: Standard or Grand. See Exhibit A for fee schedule.

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.

Are you requesting additional stage/s be installed in the special event use area? Yes  No
*See Amphitheater map

Are you requesting tent structures be installed in approved designated areas of the Palmdale Amphitheater? Yes  No

Are you requesting chairs be set? Yes  No
How many chairs are you requesting be set? 1000 2000 3000
*See sample seating layouts

Will commercial/craft /non-profit/sponsor vendors be onsite? Yes  No
What fees will be charged for these spaces?_____________________________________________
*Attach sample vendor application

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

Are you requesting to sell alcohol? Yes  No
What company will be responsible for the sales/service of alcohol?__________________________________________
Alcohol Sales/Service Providers Contact Name________________________________________
Alcohol Sales/Service Providers Phone Number__________________________________________

*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 with this application.
*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.

Will catering services be provided in the Greenroom  
Yes  No

Catering Company Name__________________________________________________________

Catering Company Contact Name__________________________________________________

Catering Company Phone Number__________________________________________________

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 clubs be on site?  
Yes  No

List car clubs scheduled to be on site:_______________________________________________

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

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.

Concessions
The need for concession food vendors will be determined by the City using information provided in this application. 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 using information provided in this application. 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 using information provided in this application. 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.

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 120 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
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_____
☐ Original signed City of Palmdale Rental Agreement due 180 days prior to rental date.
☐ Rental fees paid in full 180 days prior to rental date.
☐ Refundable security deposit due 180 days prior to rental date in the amount of $__________.
☐ Copy of Private Entity Contract between Renter and L.A. County Sheriff Department due 150 days prior to rental date.
☐ Copy of 501(c)3 documentation attached to this application
☐ Copy of City of Palmdale Business License due 180 days prior to rental date
☐ Copies of all marketing materials for City approval due 120 days prior to rental date.
☐ Certificate of Liability Insurance and Endorsement for Renter due 120 days prior to rental date.
☐ Certificate of Liability Insurance and Endorsement for Renter’s vendor serving/selling alcohol due 120 days prior to rental date.
☐ Application for Permit from Alcoholic Beverage Control due 120 days prior to rental date.
☐ Copy of ambulance/paramedic service contract due 90 days prior to rental date.
☐ Copy of alcohol server certificates due 90 days prior to rental date.
Refunds of fees and deposits require advance written notice of cancellation 90 days or more prior to rental date and all applicable rental fees are due 180 days prior to rental date to the City of Palmdale. 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 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 of 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 the Palmdale Amphitheater 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 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 two hundred and ten (210) days in advance of rental date for Concert/Festival Promoter Use applicants. 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 agreement is produced and fully executed and 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 rental agreement 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 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 agreement. The renter shall pay all additional charges in excess of the deposit within five (5) days after an amended rental agreement, which includes an invoice of additional charges, has been produced and provided to renter. The City reserves the right to cancel any permit without liability to the department upon eight (8) days written notice to renter.

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 a Professional Stage Management City Staff be onsite, standard personnel fees apply. A refundable security deposits will range from $250 to $3500 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 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 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 of 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 the Palmdale Amphitheater 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 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 two hundred and ten (210) days in advance of rental date for Concert/Festival Promoter Use applicants. 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 agreement is produced and fully executed and 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 rental agreement 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 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 agreement. The renter shall pay all additional charges in excess of the deposit within five (5) days after an amended rental agreement, which includes an invoice of additional charges, has been produced and provided to renter. The City reserves the right to cancel any permit without liability to the department upon eight (8) days written notice 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/Bus lane Passes and twenty (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 fifty (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 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 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.

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 in this application. 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 application.

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 ticket, 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.

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
☐ Letter requesting to sell alcohol on City property attached if applicable
☐ Proposed event layout and site 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
### Exhibit A
Palmdale Amphitheater
City and Contracted Service 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**
  - $8500
- **Full Services, All Venue Areas, Generated Power**
- **Additional Costs TBD upon Artist Rider Contract**
- **Electrical Consultant**
  - $60 per hour

**D. Rigging**
- **Basic Rigging Installation**
  - $1200
- **Equipment Rental**
  - $3500
- **Additional Costs TBD upon Artist Rider Contract**

**E. Audio**
- **Standard Use per Artist**
  - $6000
- **Grand Use per Artist**
  - $7000
- **Additional Costs TBD upon Artist Rider Contract**

**F. Lighting**
- **Standard Use per Artist**
  - $7550
- **Grand Use per Artist**
  - $8050
- **Additional Costs TBD upon Artist Rider Contract**

**G. Installed Chairs**
- 1000
  - $2300
- 2000
  - $4600
- 3000
  - $6050

**H. Security**
- **Standard Use**
  - $2550
- **Grand Use**
  - $3850