

Expected attendance: _____

Audience age range: _____

Event proposal (Describe in detail): _____

*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.

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:

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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.
- Copy of alcohol providers' Serve Safe Certificate 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's vendors, entertainers, sub-contractors and service providers due **60 days** prior to rental date.
- First draft event layout and timeline due **60 days** prior to rental date.
- Approved Permit from Alcoholic Beverage Control due **30 days** prior to rental date.
- Final draft event layout and timeline due **30 days** prior to rental date.
- On-site park walk through with City staff will be schedule by City of Palmdale Parks and Recreation.

Fees, Deposits, and Refunds

A security deposit, in the amount identified on the agreement coversheet, shall be submitted to the City, in the form of a cashier's check, no later than five (5) days after execution of this agreement. Failure to timely submit the security deposit constitutes a material breach of this agreement and will result in the immediate cancellation of the event and this agreement. 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.

Renter shall pay City rental fees in the amount identified on the agreement coversheet. All rental fees must be paid (30) days in advance of the event rental date(s). Failure to pay all fees (30) days in advance of the event constitutes a breach of the contract and will result in the immediate cancellation of the event and forfeiture of all fees paid.

Events cancelled by written notice to the City sixty (60) days, or more, prior to the event will receive a full refund of the security deposit and any rental fees paid to the City. Except as provided below, no refunds will be provided for events cancelled less than sixty (60) days prior to the event. Events cancelled by the City due to weather (as more specifically described in the subsequent section) and events cancelled to comply with COVID-19 health protocols will receive a full refund of the security deposit and any rental fees paid to the City.

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

Palmdale Amphitheater is an outdoor venue subject to changing and inclement weather conditions. Events should be held "rain or shine" and City shall not be responsible for events that are cancelled due to weather. If the City determines, in its sole discretion, that the weather creates a safety hazard to patrons or the public in general, it may cancel the event. In the event that City cancels the event due to a weather created safety hazard, the City will refund Renter's security deposit and any rental fee paid to the City, however, City will not be responsible for any other fees, costs, expenses associated with the event.

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, pandemic, 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

Renter warrants that any and all information provided to the City to rent the Amphitheater (including any applications or supplemental materials) is true and correct. 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 constitutes a material breach of this agreement and will result in the immediate cancellation of the event and forfeiture of all fees paid. This paragraph shall not be interpreted to limit the remedies available to the City.

Abusing Policies

Renter agrees to comply with all of the policies of the Palmdale Amphitheater, which are attached to this agreement and incorporated by reference. Any violation of these policies constitutes a material breach of this agreement and will result in the immediate cancellation of the event and forfeiture of all fees paid. This paragraph shall not be interpreted to limit the remedies available to 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

A Temporary Use Permit (TUP) may be required for Renter's event, pursuant to Chapter 2 Section 27.03 (B)(2) of the Zoning Ordinance. Any required 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, national origin, or any other protected class, in the use of or admission to the premises, 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
827 East Avenue Q-9
Palmdale, CA 93550**