

CITY OF PALM DESERT
FACILITY USE AGREEMENT

It is the City of Palm Desert's desire that all patrons who periodically use a City of Palm Desert building, room, land, auditorium, gymnasium, arena, stadium, field, area, or other City of Palm Desert property (the "Facility") are able to enjoy the Facility. This agreement has been set in place to achieve that goal.

The person signing this agreement and the organization on whose behalf the Facility rental is being made (collectively the "Renter") are responsible for compliance with this agreement. All Renters are required to read and sign the Facility Use Agreement as part of the rental and before the facility can be used by the renter. Please read carefully, fill out Facility, Renter, and event sections, initial at the bottom of each page, and sign in the signature page at the end of this document.

1. FACILITY INFORMATION

Name of Facility _____

Address/Area/Location of Facility _____

2. RENTER INFORMATION

Contact name _____

Tel.: Home _____ Work _____

Organization _____

Address, City, State, Zip _____

3. EVENT INFORMATION

Description of event _____

Date(s) of event _____

Estimated attendance _____

If multiple events, estimated attendance for each event _____

Time event begins (incl. set up) _____ Time event ends (incl. clean up) _____

If multiple events, are these times the same for each event? yes no

If no, indicate the start and stop times for each event:

Open to the public? Yes No Will minors be present? Yes No

Admission fee charged? Yes No Will there be music? Yes No

Type of music _____

Will food be served? Yes No Will food be sold? Yes No

Will alcohol be served? Yes No Will alcohol be sold? Yes No

4. CONDITIONS OF USE

A. RESERVATIONS

1. A Facility is not considered rented until (1) Renter delivers to the City of Palm Desert, or its authorized agent, the Facility Use Agreement, rental fee, deposit, certificate of insurance approved by the City Risk Manager, written evidence of permits and licenses, and any other items deemed necessary by the City of Palm Desert; and (2) the City of Palm Desert, in its sole discretion, approves such rental in writing.
2. A person who is at least eighteen (18) years of age must sign this agreement. If alcohol is served, a person who is at least twenty-one (21) years of age must sign this agreement. The person who signs this agreement on behalf of a corporation, non-profit, or any other organization must be legally authorized to bind the organization in a contractual agreement.
3. Renter shall provide to the City of Palm Desert's City Manager or his/her designee an official single contact who is to serve as the representative to the City for Renter's activities.

4. Renter shall be responsible for securing all required permits and licenses.
5. The facility shall be used for the purpose stated in this agreement and no other use will be permitted.
6. Renter shall not use the City of Palm Desert's name to suggest endorsement or sponsorship of the event or activity without prior written approval of the City of Palm Desert City Manager or his/her designee. Renter's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
7. Renter shall permit any City of Palm Desert officers, employees, or agents to visit the event or activities described in this agreement.
8. Renter shall be responsible for picking up the keys to the Facility, if any, from the City of Palm Desert, or its agent, prior to the event. Renter shall return keys immediately following the event to the City of Palm Desert, or its agent, or at another time agreed to by the City in writing.
9. Under no circumstances shall Renter sublease or allow any other organization or individual to use the Facility for the period for which Renter has contracted. Renter is an independent contractor and not the agent or employee of the City of Palm Desert.

B. FEES

1. The City of Palm Desert may require a rental fee and/or a deposit from Renter, which may be collected by the City or its agent.
2. Any person or agency holding a reservation for the use of City of Palm Desert facilities and desiring to cancel such reservation may be subject to the withholding of a portion of or the entire rental fee for the Facility.
3. The City of Palm Desert may charge an additional amount for any event continuing past the ending time stated in this agreement.
4. Renter is responsible for any lost keys, and any costs that the City of Palm Desert might incur to replace and/or re-key the Facility.
5. In the event the Facility is damaged, Renter shall be charged for any and all janitorial and/or repair fees, and costs including time and materials, incurred by the City of Palm Desert as a result of same and these fees and costs shall be billed to Renter.
6. The City of Palm Desert may, at its sole discretion, require a damage deposit from the Renter at the time of reservation, which would be returned in full after the event is completed and no damage to City facilities has occurred.

C. INDEMNIFICATION AND INSURANCE

1. Renter shall indemnify, defend, and hold harmless the City of Palm Desert, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of Palm Desert, its officers, employees, or agents.
2. Renter shall procure and maintain general liability insurance against any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the City of Palm Desert's facilities and adjoining property in the amount of \$1,000,000 (one million dollars) per occurrence. Such insurance shall name the City of Palm Desert, its officers, employees, and agents as additional insureds prior to the rental date of the Facility, and such insurance shall be in force continuously throughout the entire time the Renter uses the facility. Renter shall file certificates of such insurance with the City of Palm Desert, which shall be endorsed to provide thirty (30) days notice to the City of Palm Desert of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not approved by the City Risk Manager and on file prior to the event, the City of Palm Desert may, at its discretion, deny access to the Facility.
3. Renter shall promptly report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the City of Palm Desert's facilities, including spectators to an event or activity, and adjoining property to the City of Palm Desert Risk Manager or his/her designee, in writing and as soon as practicable.
4. Renter waives any right of recovery against the City of Palm Desert, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond its control. Renter shall not charge results of "acts of God" to the City of Palm Desert, its officers, employees, or agents.
5. Renter waives any right of recovery against the City of Palm Desert, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, even if the City of Palm Desert, its officers, employees, or agents seek recovery against Renter.

D. SECURITY

1. The City of Palm Desert, at its sole discretion, may require a certain number of security officers, or City employees or agents of the City for the purpose of monitoring the event. Renter shall be responsible for procuring and paying for any required event monitoring.
2. Renter is solely responsible for supervising all individuals at the Facility and adjoining property during the event. The City of Palm Desert is not responsible for providing this supervision. However, the City of Palm Desert or its Police force may evict individuals from the Facility during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.

E. SET UP / CLEAN UP / DECORATIONS

1. Renter, caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to the Facility prior to or after the event time period. Renter shall be responsible for arranging access during the time requested for entry and exit of the Facility.
2. Renter shall not prepare or decorate the Facility prior to the event start time, unless Renter provides rental fees, deposits, and insurance for the time of the preparation and/or decoration.
3. Renter shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made any alterations of any kind therein.
4. Renter shall be responsible for all clean up of the Facility, including adjacent grounds, at the end of the rental. Renter shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the Facility, leaving the Facility clean and free of all trash and litter. Renter shall also leave all fixtures, if any, in good working condition.
5. Renter shall not store any equipment or materials at the Facility or adjoining property without the prior written approval of the City of Palm Desert City Manager or his/her designee.
6. Renter shall be responsible for any and all damage to the Facility and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, Renter shall be charged for any and all janitorial and/or repair fees incurred by the City of Palm Desert as a result of damage or excessive cleaning, and if a damage deposit has been taken by the City, these fees will be deducted from the deposit.

F. EQUIPMENT / ACCESSORIES

1. Renter shall not remove, relocate, or take City of Palm Desert property outside of the Facility for any reason without the prior written approval of the City of Palm Desert City Manager or his/her designee.
2. Renter shall not use City of Palm Desert equipment, tools, or furnishings located in or about the Facility without the prior written approval of the City of Palm Desert City Manager or his/her designee.
3. Renter shall not drive motorized vehicles on field or green space.
4. The City of Palm Desert does not provide audio/visual systems, public address systems, spotlights, floodlights, or projectors. Renter, at its own cost, may bring these systems into the Facility for their use.
5. Renter shall secure the approval of the City of Palm Desert before using audio/visual systems, public address systems, and live or recorded amplified music. Renter shall not record, televise, or broadcast the event or any portion thereof without prior written approval of the City of Palm Desert Manager or his/her designee.
6. Depending on the event, the City of Palm Desert may, at its sole discretion, require the Renter to provide certain equipment, supplies, or services. These requirements will be listed in an addendum attached to this agreement.

G. MISCELLANEOUS

1. Renter shall comply with all local, state, and federal laws and regulations related to the use of the Facility. This includes Americans With Disabilities Act (ADA) compliance, if the renter is providing facilities for the public, or modifying existing City facilities (such as, but not limited to parking, sidewalks or spectator seating, etc.)
2. Renter shall not admit a larger number of individuals than can lawfully, safely, and freely move about the Facility. The City of Palm Desert, or its Police shall, at its discretion, make the determination regarding safety of the individuals participating at the facility.
3. Gambling of any kind is not permitted at the Facility.
4. Smoking is not permitted at the Facility.
5. No animals are permitted at the Facility, with the exception of guide dogs. (This does not apply to City parks and other City locations where pets are permitted on leash).

6. If Renter violates any part of this agreement or reports false information to the City of Palm Desert, the City of Palm Desert may refuse Renter further use of the Facility and Renter shall forfeit a portion of or all of the rental fee and/or the deposit.
7. The City of Palm Desert may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
8. Any person aggrieved by the City of Palm Desert's decision with respect to this agreement may appeal to the City of Palm Desert City Manager or his/her designee in writing no later than five (5) days after the City of Palm Desert's decision has been communicated to the aggrieved party.
9. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IMPORTANT – READ BEFORE SIGNING

I am an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

Signature _____

Print name _____

Organization _____

Address _____

Telephone: Home _____ Work _____

CITY OF PALM DESERT USE ONLY

Rental fee _____ Deposit _____ Total paid _____

Approved _____

Disapproved _____

Date _____

By _____

Deposit returned _____