



# City of Twentynine Palms FACILITY RENTAL AGREEMENT

Please print legibly in ink.

This Facility Rental Agreement should be submitted to the City of Twentynine Palms Parks and Recreation Department 14 calendar days prior to the date requested to ensure adequate review and approval time. **This is a binding agreement for the rental of facilities owned or operated by the City of Twentynine Palms. By signing this agreement, you have agreed to the Facility Rental Rules and Regulations set forth herein.** Security deposit and Liability Insurance coverage are required, unless otherwise agreed upon. **Do not advertise your event until a signed Permit Contract has been approved.** Please initial that you have read and understand the information in the Facility Rental Agreement. \_\_\_\_\_ (Please Initial)

### PART 1: CONTACT INFORMATION

Organization \_\_\_\_\_ Non-Profit # \_\_\_\_\_  
 Applicant Name \_\_\_\_\_ Street Address \_\_\_\_\_  
 Primary Phone \_\_\_\_\_ City \_\_\_\_\_  
 Secondary Phone \_\_\_\_\_ Email \_\_\_\_\_  
 Alternate Contact Name \_\_\_\_\_ Alternate Phone \_\_\_\_\_

### PART 2: FACILITY, DATES & TIME REQUESTED

Facility: \_\_\_\_\_ Field/Park: \_\_\_\_\_  
 Time: \_\_\_\_\_  AM  PM To: \_\_\_\_\_  AM  PM

#### Single Use

Day of the Week \_\_\_\_\_ Month \_\_\_\_\_ Date \_\_\_\_\_ Year \_\_\_\_\_  
 Entrance Time: \_\_\_\_\_  AM  PM Exit Time: \_\_\_\_\_  AM  PM

#### Recurring Use

Day of the Week \_\_\_\_\_ Time: \_\_\_\_\_  AM  PM To: \_\_\_\_\_  AM  PM  
 Beginning Date: Month \_\_\_\_\_ Date \_\_\_\_\_ Year \_\_\_\_\_  
 Ending Date: Month \_\_\_\_\_ Date \_\_\_\_\_ Year \_\_\_\_\_  
 Check One:  Daily  Weekly  Monthly  Other \_\_\_\_\_

Comments: \_\_\_\_\_

### PART 3: EVENT INFORMATION

Event Title/Type: \_\_\_\_\_ Attendance: How many guests (Over 21 yrs. Old) \_\_\_\_\_  
 1. Is this event for a minor?  Yes  No (16 - 20 yrs. Old) \_\_\_\_\_  
 2. Is event open to the public?  Yes  No 6. Will there be dancing?  Yes  No (under 15 yrs. Old) \_\_\_\_\_  
 3. Admission charge?  Yes  No 7. Is this a catered event?  Yes  No Total \_\_\_\_\_  
 4. Will anything be delivered?  Yes  No 8. Will there be entertainment? (DJ/Band)  Yes  No  
 5. How will you be advertising?  Flyers  Invitations  Word of Mouth  Internet  Other \_\_\_\_\_  
 If you answered yes to any of the above questions please explain: \_\_\_\_\_

Acknowledgment: I hereby state the information above is correct to the best of my knowledge.

Applicant Signature: \_\_\_\_\_

### OFFICE USE ONLY

Rental Deposit Fee Received: \$ \_\_\_\_\_  Cash  Check  Credit Card (Last four #) \_\_\_\_\_  Other \_\_\_\_\_  
 Over Age 21  Yes  No (Events with alcohol only) Rental Fee : \$ \_\_\_\_\_ Insurance Fee \$ \_\_\_\_\_  
 Staff Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Time: \_\_\_\_\_ AM PM  
 (Staff signature only acknowledges that request and deposit were received - it does not guarantee approval)

PERMIT/RECEIPT # \_\_\_\_\_ INSURANCE POLICY NUMBER# \_\_\_\_\_  
 FINAL APPROVAL: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 (SIGNATURE) (PRINT NAME/TITLE) (DATE)

**City of Twentynine Palms**  
**FACILITY RENTAL RULES & REGULATIONS**

**REQUIREMENTS AND PAYMENT INFORMATION**

- 1) Authorization for use of any facility where alcohol is served/consumed will be issued to persons over 21 years of age only. The person signing the Facility Rental Agreement must be present at the event.
- 2) A Rental Deposit is required at the time the Facility Rental Agreement is submitted and is not applied to the balance due. The City of Twentynine Palms reserves the right to cancel the group's facility rental agreement if it is determined that the applicant has withheld information pertaining to the rental details. If the facility is left in good condition the applicant will receive the refundable Rental Deposit. If damage, or service costs are incurred, the costs will be deducted from the deposit or billed to the applicant. The Rental Deposit will be issued to the individual/organization listed under Part 1 of the Rental Agreement Information. The refund will be issued as received: Check will be returned or shredded per applicant's choice/Cash returned/Credit Card/Debit Card fee reversal. (takes 24-28 hours to post to account).
- 3) All fees must be paid 1 week prior to the event date. If all required fees are not received by the given deadline, then the facility rental agreement will be canceled. Recurring rentals are subject to payment schedules if approved.

**INSURANCE REQUIREMENTS**

- 4) Applicant shall maintain and require its agents, vendors and exhibitors to maintain the insurance listed as follows:  
The City of Twentynine Palms reserves the right to review any and all of the required insurance policies and/or endorsements but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Applicant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this agreement.

General Liability Insurance:

- Commercial General Liability Insurance.
- Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If Applicant maintains higher limits than the specified minimum limits, the City of Twentynine Palms requires and shall be entitled to coverage for the higher limits maintained by Licensee/Permittee/Applicant.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. The City of Twentynine Palms shall be endorsed as an additional insured for liability arising out of operations performed by or on behalf of the Applicant for which a permit has been issued.
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- Required Evidence of Coverage:
  1. Copy of the additional insured endorsement or policy language granting additional insured status;
  2. Copy of the endorsement or policy language indicating that coverage applicable to the City of Twentynine Palms is primary and non-contributory; and
  3. Properly completed Certificate of Insurance.

Automobile Liability Insurance:

- Minimum Limit: \$1,000,000 combined single limit per accident.
- Coverage must apply to all owned, hired and non-owned vehicles.
- The City of Twentynine Palms shall qualify as an insured.
- Required Evidence of Coverage:
  1. Copy of the endorsement or policy language indicating that the City of Twentynine Palms is an insured; and
  2. Properly completed Certificate of Insurance.

Workers Compensation and Employers Liability Insurance:

- Required if Applicant/Licensee/Permittee has employees.
- Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- Required Evidence of Coverage: Properly completed Certificate of Insurance.

Standards for Insurance Companies:

- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A: VII.

Documentation:

- The Certificate of Insurance shall include the following reference: **(Organization/individual renting the facility)**
- The name and address for Additional Insured endorsements and Certificates of Insurance is: **City of Twentynine Palms 6136 Adobe Road, Twentynine Palms, CA. 92277.**
- Current Evidence of Coverage shall be provided for the entire term of this agreement.
- Upon written request, certified copies of required insurance policies shall be provided within 7 days.

- 5) Sheriffs or other approved security may be required depending on the type of activity and the number of attendees.

**SET UP PRIOR TO THE EVENT**

- 6) Applicant will not be allowed into the site prior to the indicated time on the contract. Applicant will not be refunded for any time not used.
- 7) The applicant is entitled to a "pre-walk through" of the facility, with staff or person on duty, prior to the rental of the facility. The applicant and staff are entitled to complete the pre walk-through and a corresponding Facility Rental Checklist to ensure proper care and use of the facility and equipment.
- 8) Tables and chairs are included in the rental fee and subject to availability. Applicant may bring in additional tables and chairs at their own expense.
- 9) Decorations and visual aids must be freestanding and may not be nailed, stapled or tacked to the walls, ceilings or fixtures. Removal of facility decorations or furniture is not allowed.
- 10) Candles, any type of fire devices, or smoke/fog machines are not allowed at any City of Twentynine Palms facility. This includes barbeques, deep fryers and outdoor ovens. Floating candles are allowed with preauthorization. GLITTER OF ANY KIND IS NOT ALLOWED AT ANY FACILITY.

**RESPONSIBILITIES DURING THE EVENT**

- 11) The use of marijuana products is banned from all City of Twentynine Palms facilities.
- 12) Smoking of marijuana is prohibited and unlawful at any City of Twentynine Palms facility, parking lot or park.
- 13) The maximum number of patrons allowed in the facility must be strictly adhered to. If the Applicant is not compliant on limiting the attendance, the City of Twentynine Palms reserves the right to end the rental.
- 14) All children must be adequately supervised by one or more adults in all areas of the facility. Children may not play in storage areas or restrooms. Chaperones must be 21 years of age or older. The applicant is responsible for supervising all actions of event attendees.

- 15) Interior signage is permitted but must be pre-approved by the City of Twentynine Palms.
- 16) No foreign substances (oil, powder, etc.) may be spread on the floor or any surface for dancing or any other activity.
- 17) The City of Twentynine Palms reserves the right to cancel a function at any time if the people involved in the function are not conducting themselves in an appropriate and lawful manner and/or damaging any City of Twentynine Palms equipment or property. The applicant is responsible for the supervision and actions of those in attendance.

**CLEAN UP AFTER THE EVENT**

- 18) Storage of personal property or deliveries before contract time will not be allowed at any facility. The City of Twentynine Palms is not responsible or liable for rental equipment.
- 19) For rentals that go over in time from their rental contract, a fee will be assessed equal to rental fee to be calculated at a rate of time-and-a-half.
- 20) Applicant is responsible for clean-up of the facility. Clean-up will consist of the following:
  - All trash must be placed in the trash receptacles; staff will provide additional trash bags if needed.
  - All decorations and personal property must be removed at the time the contract concludes
  - Tables and chairs must be returned to the storage area to be stacked/placed as they were prior to the event.
- 21) Facility must be cleaned up and applicant must be vacated from the premises by the completion time as stated on the contract.

Each City of Twentynine Palms Facility may have rules & regulations that pertain only to that facility. Refer to the parks and recreation staff for additional amenities & service fees. Applicant/Permittee shall be bound by all rules and regulations and all applicable ordinances of the City of Twentynine Palms. The violation of any of the above Rules and Regulations or falsifying any of the provisions of the application shall constitute grounds for immediate revocation of permission to use City of Twentynine Palms facilities and shall constitute grounds for refusal of future permits to use City of Twentynine Palms facilities. The Applicant/Permittee shall be liable for loss; damage or injury sustained by the City of Twentynine Palms or any person whatsoever by reason of negligence of the persons to who such permit is issued.

**I, the undersigned, on behalf of the above-mentioned organization do hereby certify that I have read and agree to abide by the policies governing the uses of the requested facility listed above as Building Rental Rules and Regulations. Except for the City of Twentynine Palms' sole negligence or willful misconduct, Applicant/Permittee shall waive, release, defend, indemnify and hold harmless the City of Twentynine Palms from and against any and all claims which actually or allegedly arise out of or are related to Applicant/Permittee use or occupancy of the Premises, or which actually or allegedly arise out of or are related to the conduct of Applicant/Permittee's business or which actually or allegedly arise out of or are related to any activity, work or things done or permitted by Applicant/Permittee, or its employees, contractors or agents, in or about the Premises and shall further indemnify and hold harmless the City of Twentynine Palms from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. The City of Twentynine Palms shall not be liable to Renter/Applicant for any damage to Applicant/Permittee's property from any cause, and Applicant/Permittee waives all claims against the City of Twentynine Palms for damage to person or property arising for any reason.**

Applicant Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name: \_\_\_\_\_