



CITY OF PALM DESERT
73-510 FRED WARING DRIVE - PALM DESERT, CA 92260
(760) 346-0611 – Fax (760) 340-0574
www.cityofpalmdesert.org

SPECIAL EVENTS APPLICATION/AGREEMENT

It is the City of Palm Desert's desire that all patrons who periodically hold and attend events on City property are able to enjoy the event. This Special Events Application/Agreement has been set in place to achieve that goal.

All organizations proposing events are required to complete this application and submit it to the City of Palm Desert (hereinafter referred to as the "City") for approval prior to the activity/event. The City property of which the activity/event is proposed to be held (e.g., a building, room, land, auditorium, gymnasium, arena, stadium, field, area, street, or sidewalks) will hereinafter be referred to as "City Property". The person signing this application and the organization on whose behalf the event is being held (collectively hereinafter referred to as the "Organization") are responsible for compliance with the agreement after approved. This application must be completed in its entirety to include initialing the bottom of each page and signing the signature page at the end of this document. Applications will not be considered "approved" until all insurance and indemnification requirements (Section "C" herein) have been approved in writing by the City's Risk Manager.

Organizations proposing events without road closures and/or other special considerations must submit an application at least 60 days prior to proposed event date. Organizations proposing events that require possible road closures and/or other special considerations must submit an application at least 120 days prior to proposed event date. NOTE: If events require extensive planning, safety and security controls, traffic controls, etc., and time does not permit for required agency reviews and approvals, the proposed event may be denied.

1. ORGANIZATION INFORMATION

Name of Organization: _____

Authorized Agent/Contact Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____

Email: _____

Type of Organization: _____

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2. EVENT INFORMATION

Name of Event: _____

Detailed Description of Event: _____

Proposed Location of Event: _____

Is this is a walk/run/ride type of an event? YES ☐ NO ☐

NOTE: If proposing to utilize City streets, sidewalks, etc., please provide detailed route map.

Date(s) of Event: _____

Estimated Attendance: _____

If multiple events, estimated attendance for each event: _____

Event Times *(include time set-up begins, clean-up ends, and actual event start and finish times)*

Set-up: _____ Clean-up: _____ Event Start: _____ Event End: _____

If multiple events, are these times the same for each event? YES ☐ NO ☐

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

Are there any special provisions required for this event? YES ☐ NO ☐

If yes, what types of provisions? _____

Is the event open to the public? YES ☐ NO ☐

Will minors be present? YES ☐ NO ☐

Are admission fees charged? YES ☐ NO ☐

Will there be music? YES ☐ NO ☐

If yes, what type of music? _____

Will food be served? YES ☐ NO ☐

Will food be sold? YES ☐ NO ☐

Will City streets and/or sidewalks be used? YES ☐ NO ☐

Are street closures proposed? YES ☐ NO ☐

Are Police/Traffic Control proposed? YES ☐ NO ☐

Are Fire/Medical Controls proposed? YES ☐ NO ☐

Will alcohol be served? YES ☐ NO ☐

Will alcohol be sold? YES ☐ NO ☐

NOTE: If answered "yes" to any alcohol question, a separate Alcohol Permit will be required. Alcohol Permit applications must be submitted directly to the City at least 60 days before the event. Upon review of the submitted agreement, the City will either approve as submitted or establish additional requirements and/or safety measures.

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3. CONDITIONS OF USE

A. RESERVATIONS

1. The activity/event proposed under this Agreement is not considered approved until 1) the Organization delivers to the City, or its authorized agent, the completed Special Events Application/Agreement, rental fee (if any), deposit (if any), certificate of insurance approved by the City's Risk Manager (if required), written evidence of any permits and licenses required, and any other items deemed necessary by the City; and 2) the City, in its sole discretion, approves the activity/event through written execution of this Agreement.
2. The person who signs this Agreement on behalf the Organization must be legally authorized to bind the Organization in a contractual agreement. Proof of this authorization must be submitted with this Agreement. A person who is at least eighteen (18) years of age must sign this Agreement. If alcohol is going to be served, a person who is at least twenty-one (21) years of age must sign this Agreement.
3. The Organization shall provide to the Palm Desert City Manager or his/her designee an official single contact that will serve as the representative to the City for the event's activities.
4. The Organization shall be responsible for securing all required permits and licenses.
5. The event shall adhere to approved activities stated in this Agreement (and any addendums) and no other use will be permitted.
6. The Organization shall not use the City's name to suggest endorsement or sponsorship of the event or activity without prior written approval by the Palm Desert City Manager or his/her designee. The Organization's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
7. The "Organization" shall permit any and all City officers, employees, or agents to visit the event or activities described in this Agreement.
8. The use, service, or sale of any alcohol in any form is strictly prohibited on all City Property except as allowed by an Alcohol Permit issued by the City. If the Organization wishes to use, serve, or sell alcohol at the event proposed in this Agreement, the "Organization" must apply for an Alcohol Permit at least 60 days in advance of the event. All Alcohol Permit applications must be reviewed and expressly approved by the Palm Desert City Council. All Alcohol Permits apply to only the exact times(s), date(s), and location(s) for which they are issued.

B. FEES

1. The City may require a rental fee and/or a deposit from the Organization, which may be collected by the City or its agent.

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2. Any person or agency holding a reservation for the use of "City Property" and desiring to cancel such reservation may be subject to the withholding of a portion of or the entire fee and/or deposit.
3. The City may charge an additional amount for any activity/event continuing past the ending time stated in this Agreement.
4. In the event that City Property is damaged, the Organization shall be charged for any and all janitorial, maintenance, and/or repair fees, and costs including time and materials, incurred by the City as a result of same and these fees and costs shall be billed to the Organization.
5. The City may, at its sole discretion, require a damage deposit from the Organization at the time of reservation, which would be returned in full after the event is completed and no damage to City Property has occurred.
6. The City may, at its sole discretion, require fees for road closures, traffic control, safety control measures, security, and/or any other fees that may be deemed necessary.

C. INDEMNIFICATION AND INSURANCE

The Organization shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees, 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 the Organization's activities under the terms of this Agreement, and/or use or occupancy of any City Property, unless solely caused by the gross negligence or willful misconduct of the City, its officers, officials, agents, or employees.

1. General Liability Insurance – The Organization shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If alcohol is sold during the permitted activity/event, coverage must include full liquor liability. The "City, its officers, officials, agents, employees and volunteers shall be included as insureds on the policy.
2. Automobile Liability Insurance – Should the event or activity involve autos, the Organization shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Organization arising out of or in connection with the permitted activity/event under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

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3. Workers Compensation Insurance – Corporate-sponsored events or fairs, for which the sponsor's employees are used to set up or operate, must show evidence of workers' compensation insurance. In such cases, the Organization shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). The Organization shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees and volunteers.
4. Liquor Liability (if, applicable) - If alcoholic beverages are to be sold, served or furnished, Liquor Liability coverage is required with limits of liability of not less than: (i) \$1,000,000 per occurrence; (ii) \$2,000,000 aggregate for bodily injury and property damage. The responsibility of r Liquor Liability Insurance may be assigned to Organization's concessionaire/vendor. If Organization intends to sell alcohol, either the Organization or concessionaire/vendor providing the alcohol for sale must have a valid liquor sales license and Liquor Liability Insurance covering sale of alcohol.
5. Umbrella or Excess Liability Insurance – The Organization may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, the Organization shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:
 - a. A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
 - b. Pay on behalf of wording as opposed to reimbursement;
 - c. Concurrency of effective dates with primary policies;
 - d. Policies shall "follow form" to the underlying primary policies; and
 - e. Insureds under primary policies shall also be insureds under the umbrella or excess policies

OTHER PROVISIONS OR REQUIREMENTS

6. Proof of Insurance – The Organization shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation (if required). Insurance certificates and endorsements must be approved by the City's Risk Manager prior to commencement of activity/event. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. If proof of insurance is not approved by the City's Risk Manager and on file prior to the activity/event, the City may, at its discretion, deny use of City Property by the "Organization".
7. Duration of Coverage – The Organization shall procure and maintain for the duration of the agreement and event/activity, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the

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Organization's permitted activity/event, his/her agents, representatives, employees or sub-consultants.

8. Primary and Non-Contributing Insurance – All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
9. "City's" Rights of Enforcement – In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right, but not the duty, to obtain the insurance it deems necessary, and any premium paid by the City will be promptly reimbursed by the Organization. In the alternative, the City may cancel this Agreement and deny use of City Property by the Organization.
10. Acceptable Insurers – All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
11. Waiver of Subrogation – All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, officials, agents, employees, and volunteers or shall specifically allow the Organization or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss.

The Organization hereby waives its own right of recovery against the City, its officers, officials, agents, employees, and volunteers for indemnification, contribution, or declaratory relief arising out of or in any way connected with the Organization's permitted activity/event and/or use or occupancy of any City Property, even if the City, its officers, officials, agents, employees, or volunteers seek recovery against the Organization.

The Organization further waives any right of recovery against the City, its officers, officials, agents, employees, and volunteers for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond its control. The Organization shall not charge results of "acts of God" to the City, its officers, officials, agents, employees, and volunteers.

12. Enforcement of Contract Provisions (non-estoppel) – The Organization acknowledges and agrees that any actual or alleged failure on the part of the City to inform the Organization of noncompliance with any requirement imposes no additional obligations on the "City" nor does it waive any rights hereunder.
13. Requirements Not Limiting – Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all

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inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Organization maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Organization. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

14. Notice of Cancellation – The Organization agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
15. Additional Insured Status – General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide, or be endorsed to provide, that the City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
16. Prohibition of Undisclosed Coverage Limitations - None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
17. Separation of Insureds – A severability of interests provision must apply for all additional insureds ensuring the Organization's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
18. Pass Through Clause – Organization agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the project who is brought onto or involved in the project by Organization, provide the same minimum insurance coverage and endorsements required of Organization. Organization agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Organization agrees that upon request, all agreements with consultants, sub-contractors, and others engaged in the project will be submitted to City for review.
19. City's Right to Revise Specifications – The City or its Risk Manager reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Organization ninety (90) days advance written notice of such change. If the City reduces the insurance requirements, the changes shall go into effect immediately and require no advanced written notice.
20. Self-Insured Retentions – Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

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21. Timely Notice of Claims – The Organization shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from the Organization's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
22. Additional Insurance – The Organization shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the activity/event.
23. Safety – Organization shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Organization shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriated to the nature of the work and the conditions under which the work is to be performed.

E. SET UP/CLEAN UP/DECORATIONS

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

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maintenance, and/or repair fees incurred by the City 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.

7. The Organization shall not possess, bring, decorate with, or use a foil balloon that is filled with a gas lighter than air, such as mylar balloons, to any public park or recreation area of the city.

F. EQUIPMENT/ACCESSORIES

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

G. MISCELLANEOUS

1. The Organization shall comply with all local, state, and federal laws and regulations related to the use of the City Property specified in this Agreement. This includes Americans With Disabilities Act (ADA) compliance, if the Organization is providing facilities for the public, or modifying existing City facilities (such as, but not limited to parking, sidewalks or spectator seating, etc.).
2. The Organization shall not admit a larger number of individuals than can lawfully, safely, and freely move about the City Property specified in this Agreement wherein the activity/event is being held. The City or its police or fire department shall, at its discretion, make the determination regarding safety of the individuals attending the event.
3. Gambling of any kind is not permitted on City Property.
4. No animals are permitted on City Property, with the exception of licensed service animals. (This does not apply to City parks and other City locations where pets are permitted on leash).

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5. If the Organization violates any part of this Agreement or reports false information to the City, the City may refuse the Organization further use of City Property and the Organization shall forfeit a portion of or all of the paid fees and/or the deposit.
6. The City may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
7. Any person aggrieved by the City's decision with respect to this Agreement may appeal to the Palm Desert City Manager or his/her designee in writing no later than five (5) days after the City's decision has been communicated to the aggrieved party.
8. 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 application/agreement. The information provided herein is true and correct. I have read and understand this application/agreement and agree to all of the aforementioned rules, regulations, and conditions of use. Once signed by all individuals/organizations/agencies this becomes the official agreement between all parties.

Name: _____ Signature _____

Date: _____ Phone #: _____

NOTE: 1) Proof that the person signing this Agreement on behalf of the Organization is authorized to do so must be attached; and 2) each page of this Agreement must be initialed.

SPECIAL EVENT APPLICATION APPROVAL

Insurance approved by the City's Risk Manager ☐ Yes ☐ No

The City of Palm Desert hereby approves this Agreement. Any changes to the event details included herein that occur after the date of signature below must be approved by the "City" in writing.

Name: _____ Signature _____

Date: _____ Phone #: _____

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PROPOSED EVENT: _____

CITY OF PALM DESERT USE ONLY

Fee: _____ Deposit: _____ Total paid: _____

Approved _____

Denied _____

Date _____

By _____

Deposit returned: YES ☐ NO ☐

Date Deposit Returned: _____

REVIEWED AND APPROVED:

PLANNING/CODE YES ☐ NO ☐

Conditions _____

PUBLIC WORKS/PARKS YES ☐ NO ☐

Conditions _____

RISK MANAGER YES ☐ NO ☐

Conditions _____

FIRE DEPARTMENT YES ☐ NO ☐

Conditions _____

POLICE DEPARTMENT YES ☐ NO ☐

Conditions _____

SPECIAL PROGRAMS YES ☐ NO ☐

Conditions _____

