INDIO PERFORMING ARTS CENTER
FACILITY USE AGREEMENT

It is the City of Indio’s desire that all patrons who periodically use the Indio Performing Arts Center (the “Facility”) are able to enjoy it. 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 with the City of Indio. All Renters are required to read and sign the Facility Use Agreement as part of the rental. 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: Indio Performing Arts Center
   Address of Facility: 45-175 Fargo Street, Indio, CA 92201
   Requested Room(s), Space and Equipment: ________________________________

2. RENTER INFORMATION

   Name: ________________________________
   Organization: ________________________________
   Address: ________________________________
   Phone: ________________________________
   Email: ________________________________

3. EVENT INFORMATION

   Event Name: ________________________________
   Date(s): ________________________________
   Time of Event (incl. set up and clean up time): ________________________________
   Estimated Attendance: ________________________________
   Description: ________________________________

Renter Initials
<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open to the public?</td>
<td></td>
<td>Will minors be present?</td>
<td></td>
</tr>
<tr>
<td>Admission fee charged?</td>
<td></td>
<td>Will there be music?</td>
<td></td>
</tr>
<tr>
<td>Type of music:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Will food be served?</td>
<td></td>
<td>Will food be sold?</td>
<td></td>
</tr>
<tr>
<td>Will alcohol be served?</td>
<td></td>
<td>Will alcohol be sold?</td>
<td></td>
</tr>
</tbody>
</table>

4. CONDITIONS OF USE

A. RESERVATIONS

1. Renters who desire to use the Facility should make reservations well in advance of the intended date of use because demand for facility use is high and dates fill quickly.

2. A Facility is not considered rented until (1) Renter delivers to the City of Indio the Facility Use Agreement, rental fee, deposit, certificate of insurance, written evidence of permits and licenses, and any other items deemed necessary by the City of Indio; and (2) the City of Indio in its sole discretion, approves such rental in writing.

3. A person who is at least twenty-one (21) years of age must sign this agreement.

4. Renter shall provide the City of Indio City Manager or his/her designee with a single contact who is to serve as the representative for Renter’s activities.

5. Renter shall be responsible for securing all required permits and licenses.

6. The Facility shall be used for the purpose stated in this agreement and no other use will be permitted.

7. Renter shall not use the City of Indio’s name to suggest endorsement or sponsorship of the event without prior written approval of the City of Indio 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.

8. Renter shall permit any City of Indio officers, employees, or agents to visit the event described in this agreement.

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 Indio.
B. FEES

1. The City of Indio's rental fee for the Facility is as follows:

<table>
<thead>
<tr>
<th>Facility</th>
<th>Capacity</th>
<th>Daily Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expo Hall</td>
<td>320</td>
<td>$2,500</td>
</tr>
<tr>
<td>Village Theater</td>
<td>143</td>
<td>$1,500</td>
</tr>
<tr>
<td>Cabaret Theater</td>
<td>143</td>
<td>$1,000</td>
</tr>
<tr>
<td>Old Towne Playhouse</td>
<td>143</td>
<td>$1,000</td>
</tr>
<tr>
<td>1st Floor Conference Room</td>
<td></td>
<td>$200</td>
</tr>
<tr>
<td>2nd Floor Conference Room</td>
<td></td>
<td>$150</td>
</tr>
</tbody>
</table>

A fifty percent (50%) deposit is due when signing this agreement. The additional fifty percent (50%) is due 30 days prior to the event.

Please make check payable to City of Indio.

2. Any person or agency holding a reservation for the use of City of Indio 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 Indio may charge an additional amount of double the regular rental rate for any event continuing past the ending time stated in this agreement.

4. In the event the Facility is left damaged, Renter shall be charged for any and all janitorial and/or repair fees incurred by the City of Indio as a result of same and these fees shall be billed to Renter.

C. INDEMNIFICATION AND INSURANCE

1. Renter shall indemnify, defend, and hold harmless the City of Indio, 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 Indio, 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 Indio's facilities and adjoining property in the amount of $1,000,000 (one million dollars) per occurrence. Such insurance shall name the City of Indio, its officers, employees, and agents as additional insured prior to the rental date of the Facility. Renter shall file certificates of such insurance with the City of Indio, which shall be endorsed to provide thirty (30) days notice to the City of Indio of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the City of Indio may deny access to the Facility.
3. Renter shall 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 Indio’s facilities and adjoining property to the City of Indio City Manager or his/her designee, in writing and as soon as practicable.

4. Renter waives any right of recovery against the City of Indio, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond the their control. Renter shall not charge results of “acts of God” to the City of Indio, its officers, employees, or agents.

5. Renter waives any right of recovery against the City of Indio, 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 Indio, its officers, employees, or agents seek recovery against Renter.

D. SECURITY

1. The City of Indio, at its sole discretion, may require a certain number of security officers for the event. Renter shall be responsible for procuring and paying for security officers through the City of Indio or a private security agency.

2. **Renter is solely responsible for supervising all individuals at the Facility and adjoining property during the event.** The City of Indio is not responsible for providing this supervision. However, the City of Indio 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 Indio 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 Indio as a result.

F. EQUIPMENT / ACCESSORIES

1. Renter shall not remove, relocate, or take City of Indio property outside of the Facility for any reason without the prior written approval of the City of Indio City Manager or his/her designee.

2. Renter shall not use City of Indio equipment, tools, or furnishings located in or about the Facility without the prior written approval of the City of Indio City Manager or his/her designee.

3. Renter shall not drive motorized vehicles on field or green space.

4. Renter shall secure the approval of the City of Indio 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 Indio City Manager or his/her designee.

G. ALCOHOL USE REQUIREMENTS

1. If an individual or group is going to sell alcoholic beverages at any activity, the applicant must obtain written permission from the Alcoholic Beverage Control Board and submit a copy of the permit along with this agreement.

2. No alcoholic beverages will be permitted to be taken from the facility; all alcoholic beverages must be consumed on the premises.

3. No alcohol shall be served, furnished or given in any way to any person under the age of 21; doing so may result in civil or criminal prosecution, including damages for injuries the minors cause. Indemnification includes claims arising out of such alcohol use by minors.

4. No alcohol shall be serviced to any person who is obviously drunk or who is known to be habitually drunk; doing so may result in criminal prosecution.

5. Alcohol service is required to end one hour prior to scheduled event time.

6. Applicant is required to remove all alcoholic beverages and empty containers immediately following function.

7. Applicant must meet the indemnification and insurance requirements in Section 4(C) above.
H. MISCELLANEOUS

1. Renter shall comply with all local, state, and federal laws and regulations related to the use of the Facility.

2. Renter shall not admit a larger number of individuals than can lawfully, safely, and freely move about 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.

6. If Renter violates any part of this agreement or reports false information to the City of Indio, the City of Indio 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 Indio 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 Indio’s decision with respect to this agreement may appeal to the City Manager or his/her designee in writing no later than five (5) days after the City of Indio’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.

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 (Work): ____________________________ (Cell): ____________________________
Date: ____________________________

CITY OF INDIO USE ONLY

Rental Fee: ____________________________ Approved: ☐ Disapproved: ☐
By: ____________________________ Date: ____________________________