| Insurance | □ Form 5 | 01c3 □ Deposi | t Fee □ Ren | tal Fee 🗆 📗 | Signed Ap | ор. 🗆 Етр | . Initials |
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| ilisurance | | o ico Deposi | tiee 🗆 Keii | tarree 🗆 | ngneu A | <i>)</i> p. ⊔ ∟iiip | initiais |
| | | | | Date ent ActiveNo | | ntered into Net | YN |
| | | | | | | 1 | Emp. Initials |
| DES | ERT | | | Ĺ | | | |
| Applicat | ion for Us | se of District | Facilities | | | | |
| the facilities des | scribed for the tim | illed out, approved, and le(s) and purpose herei and other regulations of | n set forth. The appl | licant agrees to abid | de by the t | erms, rules and re | gulations of this permit |
| Applicar | | | | | | T | |
| Ind./Org. N | lame: | | | Non-Profit: Y | N | Tax ID: | |
| Address: | | | | | | | |
| City: | Dity: | | | State: Zip: | | | |
| Phone: | | | | Alt Phone: | | | |
| Start Date: | | | | End Date: | | | |
| Start Time | : | | | End Time: | | | |
| Frequency | of Use: One t | ime / Monthly / Bi-We | ekly / Weekly | Day(s) of the week: M / T / W / Th / F / Sat / Sun | | | |
| (Circle One) Description | n of Activity: | | | | | | |
| | | | | | | | |
| Indoor F | acility | | | | | | |
| | | ndoor Facility | | | | | |
| Use of kitc | hen: Y N | | | | | | |
| _ | | | <u> </u> | | | | |
| Outdoor | | No. 4 al a ser Ca a 1114 ac | | | | | |
| | | Outdoor facility: | O a a a a a Tirold | Wallanda all (| <u> </u> | Dialdahall Ot | A la i 4 la a a 4 a . |
| Pavilion No. | Ballfield No. | Basketball Ct. | Soccer Field No. | Volleyball (| Jζ | Pickleball Ct | . Amphitheater |
| Lights | Start Time | | End Time: | | ļ | | |
| <u> </u> | _1 | | <u> </u> | | | | |
| | | | Agreemer | nt | | | |
| pertaining to the | use of the facilit | ion of the use of the ab ies requested. I save ar y resulting from the use | ove noted premises nd hold harmless an | , hereby agree to all indemnify the De | sert Recre | ation District and i | |
| l further underst | | rganization will be held | | | | | |
| organization I re | | pay for repairs or repla ry labor cost to return t | | | | d during the usage | of said facility |

if extra janitorial cleaning is required, clean-up costs will be deducted from the initial deposit. Furthermore, the entire deposit may be forfeited if any Desert Recreation District's regulations or policies are violated by any person during the rental.

Signature of Applicant Date

Desert Recreation District ■ Phone: 760-347-3484 ■ Address: 45-305 Oasis Street, Indio, CA.. 92201

All Facility Use Rules

GENERAL REGULATIONS:

- All fees must be paid in full at time of reservation. The required deposit must be paid and is conditionally
 refundable.
- No alcohol, smoking or illegal drugs are allowed on premises, including community centers, parking lots, parks, restrooms, ball fields etc. If violations are found, the function will not be allowed to continue, the cleaning deposit will be forfeited, and the authorities will be notified.
- 3. No selling of merchandise, food, entrance fees or tickets is allowed, without prior approval from DRD.
- 4. No destruction of DRD property.
- 5. Facility rentals may only be reserved until 12:00 a.m., including cleanup.
- 6. Events may not be open to the public without prior approval from DRD.
- 7. Any event must end no later than one half hour before the time that the room/facility is to be vacated as per rental agreement.

PALM DESERT FACILITY RENTALS

Palm Desert Rentals Initials

Initials

- 8. All Park users agree to abide by the rules and provisions outlined in the Palm Desert Municipal Code Chapter 11.01.
- 9. No vehicles allowed in the park or on any fields.
- 10. No amplified sound without special permit.
- 11. Park curfew is 11:00 p.m.
- 12. Civic Center Lights off at 9:00pm on ball fields. All other fields 10:00 p.m.

PALM DESERT FIELD LIGHT ISSUES - FOR ASSISTANCE WITH OR TO REPORT FIELD LIGHT ISSUES PLEASE

CALL 760-701-2562

CLEANING REGULATIONS:

- Initials
- 3. Rental times include set-up and clean-up.times.
- 14. Facility must be left cleaned and free of trash or deposit may not be returned.
- Building must be cleaned to the satisfaction of DRD with approved cleaning products supplied by the facility staff.
- 16. For indoor rentals applicant must sign off on a cleaning checklist with DRD team member on duty in order to begin the process of a refund.
- All equipment must be returned to its proper place.
- 18. Kitchen reservation hours must mirror total hours of rental.

Initials

Initials

SUPPLEMENTAL STAFF AND SECURITY:

- 19. For Outdoor Rentals a Maintenance worker may be required at an additional rate of \$40 an hr. per employee for special events or reservations expecting 50 or more persons.
- 20. Security guards are required for rentals after 6:00 p.m., For indoor rentals the number of guards will be based on the size of event.
- 21. DRD staff and security will have access to entire rental area. A copy of the security contract must be provided to DRD a minimum of two weeks in advance of the first date of rental.
- 22. The security company contracted for your event must have a current business license in the city which the event is located and have \$1,000,000.00 in liability coverage.
- 23. Guests are not allowed to traffic in and out of the facility.

RENTAL REQUIREMENTS:

- 24. Applicants must provide photo ID and be at least 21 years of age.
- 25. All Indoor rentals are for a minimum of two hours.
- 26. Rentals can be made up to six months in advance, but no less than two weeks in advance without prior approval by DRD.
- 27. Tables and chairs may be provided based on availability for indoor events. Please check for availability prior to your event.

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- 28. DRD makes no guarantee of the number of tables for Pavilion rentals, or tables and chairs for indoor rentals.
- Cancellations must be submitted in writing 30 days prior to event in order to receive a refund. Cancellations
 inside of 30 days prior to event will forfeit rental fee. Deposit will be refunded in accordance with DRD rental
 policy.
- Special Events, field renters and commercial renters shall provide a certificate of general liability insurance in the minimum amount of \$1,000,000 per occurrence/\$2,000,000 general aggregate. Desert Recreation District shall be added as additional insured to the policy.

| By signing this agreement, I acknowledge I have read and will ensure compliance with the rental rules. | | | | | | |
|--|------|--|--|--|--|--|
| Facility User Signature | Date | | | | | |
| | Date | | | | | |

WAIVER AND RELEASE OF LIABILITY AGREEMENT TO INDEMNIFY DISTRICT

The undersigned hereby acknowledges that he/she/they agree to rent from DRD the above-mentioned facility. In connection herewith, the undersigned hereby releases DRD, its present and future directors, officers, employees, agents, and representatives from any and all claims, costs, expenses, demands, debts, controversies, damages and causes of action, which the undersigned may now have or may hereafter have by reason of use and/or rental of the property. Except as may result from the sole negligence or willful misconduct of DRD.

The undersigned further agrees to indemnify and hold harmless DRD from any and all claims, cost, expenses, demands, debts, controversies, damages and causes of action, including claims of exposure to communicable diseases, of any third party arising from the use and/or rental of the property during the time period the property is rented to the undersigned.

The undersigned further agrees to waive any and all rights provided by Section 1542 of the California Civil Code which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in favor at the time or executing the release which, if known to him, must have materially affected his settlement with the debtor."

THE UNDERSIGNED HAS CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTANDS ITS CONTENTS. THE UNDERSIGNED IS AWARE THAT THIS IS A RELEASE OF LIABILITY BETWEEN THE UNDERSIGNED AND DRD AND/OR ITS AFFILIATES AND ORGANIZATIONS AND SIGNS IT OF HIS/HER FREE WILL.

| Executed thisday of | 20in | California |
|--------------------------|--------|-----------------------|
| Facility User Signature | Pı | int Facility Username |
| Authorized DRD Signature | | |