

**CITY OF PALM SPRINGS
Facility Rental Agreement**

This will acknowledge your request for the right to enter upon property owned by the City of Palm Springs (hereinafter referred to as "City") in Palm Springs, California on:

(Begin date) _____ through (End Date) _____ for the purpose of _____

City hereby grants to _____ (hereinafter referred to as "Renter") the right to enter upon the Palm Springs International Airport decommissioned Taxiway "A" for the aforementioned purpose.

The right of entry and use of the property described herein is expressly subject to the following terms and conditions:

- (1) The right of use herein granted shall be for the purpose described and to be held between the hours of 8:00 a.m. – 5:00 p.m., and the charge for such occupancy shall be \$500.00 per day, the receipt of which is hereby acknowledged;
- (2) Renter agrees to assume full and complete responsibility for the supervision and control of any and all persons and vehicles entering upon the said property in connection with this right of entry and use and shall supply any necessary signs or directions, traffic, and parking control. City shall not be responsible for supplying any security beyond its usual requirements and will not be responsible for any loss or damage to or from any vehicle parked on City property;
- (3) Ingress and egress to said property shall be by that entrance designated by the Palm Springs International Airport;

INSURANCE AND INDEMNIFICATION

(1) Insurance. Renter shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than a combined single limit of \$1,000,000.00 with a \$2,000,000.00 aggregate limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Renter and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Renter in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in combined single limit liability of \$1,000,000.00. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Additional Insurance: Policies of such other insurance, including Professional Liability Insurance, as may be required based on Facility use.

All of the above policies of insurance shall be primary and shall name the City, its officers, employees and agents as additional insureds, except that the City shall not be named as an additional insured for the Worker's Compensation Insurance nor the Professional Liability Insurance. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees

and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are canceled, the Renter shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. **No activity under this agreement shall commence until the Renter has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City.**

Renter agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which the Renter may be held responsible for payment of damages to any persons or property resulting from the Renter's activities or the activities of any person for which the Renter is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City Manager or designee of the City due to unique circumstances.

(2) Indemnification. Renter agrees to indemnify the City, its officers, agents, elected officials and employees against, and will hold and save them and each of them harmless from, any and all actions, suites, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys' fees, or paying any judgment (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the performance of the work or services of Renter, it agents, employees, subcontractors, customers, or invitees, provided for herein, or arising from the acts or omissions of Renter hereunder, or arising from Renter's performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities to the extent caused by the gross negligence or willful misconduct of the City.

Renter hereby acknowledges receipt of this letter agreement as set forth herein before and agrees to be bound by the terms contained in the within letter agreement.

Dated this ____ day of _____, 20__,

CITY OF PALM SPRINGS, CALIFORNIA

COMPANY NAME (RENTER)

By: _____
Executive Director, Airport

By: _____

Name: _____

Title: _____

Address: _____

Telephone Number: _____

E-Mail: _____