



**Edward Vincent Jr. Park Amphitheater  
700 Warren Lane  
Inglewood, CA 90302  
Phone: (310)-412-8750  
Fax: (310)-330-5750**

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**AMPHITHEATER RENTAL PERMIT NO. \_\_\_\_\_**

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THIS PERMIT is effective upon approval by the City of Inglewood, hereinafter referred to as "City" and

USER NAME \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

RESPONSIBLE PARTY: \_\_\_\_\_

hereinafter referred to as "User".

The User desires to rent the Edward Vincent Jr. Park Amphitheater (hereinafter referred to as "Amphitheater") and the City, through its designated representative, the Parks, Recreation & Community Services Director (hereinafter referred to as the "Director") approves the use of said Amphitheater subject to the following terms and conditions:

**1. NAME AND TYPE OF PERFORMANCE**

The City hereby grants permission to the User to occupy and use the Amphitheater for the following performance(s):

\_\_\_\_\_

on the following date(s):

\_\_\_\_\_

No other act or performance is authorized.

**2. SCHEDULE OF USE**

The performance(s) specified in Paragraph 1 shall take place according to the detailed schedule as set forth in ATTACHMENT A: AMPHITHEATER USER FEES AND LABOR CHARGES – ESTIMATED.

**3. AMPHITHEATER PREMISES ACCESS/STAFFING REQUIREMENTS**

User shall be entitled to occupy and use the portions of the Amphitheater premises checked (“x”) below:

a) FOR LOAD-IN, REHEARSAL AND LOAD-OUT:

\_\_\_ Stage \_\_\_ Seating \_\_\_ Sound/Lighting \_\_\_ Restrooms

\_\_\_ Refreshment Room \_\_\_ Grass Area \_\_\_ Parking Lot

Other \_\_\_\_\_

b) FOR PERFORMANCE:

\_\_\_ Stage \_\_\_ Seating \_\_\_ Sound/Lighting \_\_\_ Restrooms

\_\_\_ Refreshment Room \_\_\_ Grass Area \_\_\_ Parking Lot

Other \_\_\_\_\_

**The User is required to attach with this Rental Permit a PLOT PLAN approved by the Director or his designee; and a PARKING PLAN and a TRAFFIC IMPACT PLAN approved by the Chief of Police or his designee.**

**4. CITY SERVICES**

In addition to access for the use of the Amphitheater, the City shall provide or perform the following services for the User:

a) City Staffing as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b) Security as follows: **The User is required to attach with this Rental Permit a SECURITY Plan approved by the Chief of Police or his designee.**

c) Other Services as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

These listed services shall be the sole services provided by the City.

**5. PLOT PLAN / EXCLUSIVE USE OF DESIGNATED AREA**

The User shall be required to complete a Plot Plan acceptable to the Director or his designee. Said Plot Plan shall be attached to this Rental Permit. The User shall have the exclusive use of the Amphitheater in Edward Vincent Jr. Park in the areas designated in the Plot Plan during the dates and times specified in this permit so long as the User is in compliance with its obligations under this Permit and any other agreements entered into between the City and the User relating to the use of the Amphitheater. The City shall not issue permits to other persons or entities which conflict with the specified dates and times, except upon reasonable notice to the User.

**6. PARKING PLAN**

The User shall be required to complete a Parking Plan acceptable to the Chief of Police or his designee. Said Parking Plan shall be attached to this Rental Permit and shall ensure adequate parking for the event, with a minimum disruption to the neighborhood.

**7. TRAFFIC IMPACT PLAN**

The User shall be required to work with the City in completing a Traffic Impact Plan acceptable to the Chief of Police or his designee. Said Traffic Impact Plan shall be attached to this Rental Permit and shall ensure the traffic impact the event is mitigated so that there is a minimum disruption to the neighborhood.

**8. SECURITY PLAN**

The User shall be required to complete a Security Plan acceptable to the Chief of Police or his designee. Said Security Plan shall be attached to this Rental Permit and shall ensure adequate security for the event.

**9. ACCOMMODATION OF PERSONS WITH DISABILITIES**

The User shall not, on the basis of disability, deny any qualified individual with a disability the opportunity to participate in or benefit from any aid, benefit or service provided by the User under this Rental Permit. The User agrees to acquaint itself with (1) the accessibility features of the designated area, (2) equipment on site that promotes equal opportunity or participation by individuals with disabilities, and (3) procedures and policies for providing an equal opportunity for individuals with disabilities to participate in or to use services and programs.

**10. NEIGHBORHOOD NOTIFICATIONS**

Based upon the size of the proposed use and potential impact upon the neighborhood, the Director may, at his discretion, require that the User leave a notification letter with all residences and businesses within the street closure area and within a 300 feet

radius of the outer perimeter of the designated area. If required, this letter shall include the following information: (1) name of event, (2) dates and times of event, (3) brief description of the event (4) any street closure areas, (5) name and phone number of event contact person should they have questions or issues to discuss, and (6) where attendees will be parking. The Director may also, at his discretion, impose any additional requirements that may be deemed necessary with respect to notification of residents and businesses affected by the event.

## 12. **CONTROL OF PREMISES**

The Amphitheater and all adjacent areas shall at all times remain under the control of the Director or his authorized representative. The Director or any other representative of the City shall have the right to enter the Amphitheater at all times during the period covered by this Permit in order to ensure compliance with this Permit.

The Director or his authorized representative shall retain the right to cause the interruption of any program or performance or to evaluate the premises on the basis of public safety, and to likewise cause the termination of such program or performance without liability to the City, when in the sole judgment of the Director or his authorized representative, such action is necessary in the public interest.

## 13. **RENTAL RATE**

The User agrees to pay the City for the use of the Amphitheater and equipment at the rates set forth in Subsection 20 of Section 2-271 of the Inglewood Municipal Code. The estimate of all rental fees and staffing costs for the performance is \$\_\_\_\_\_. (See ATTACHMENT A: AMPHITHEATER RENTAL RATES and LABOR CHARGES—ESTIMATED). This sum includes a \$1,000 non-refundable Facility Holding Deposit and a \$1,000 refundable Damage Deposit for any damage to the City's property.

The User will be provided with a final settlement statement reflecting all actual fees and charges within ten (10) days of load-out.

## 14. **DEPOSIT / PAYMENT/PROOF OF INSURANCE**

With the signing and return of this Permit to the City, the User shall pay the City the \$1,000.00 non-refundable Facility Holding Deposit for the use of the Amphitheater, equipment and staff. The balance of the estimated charges shall be paid, and proof of insurance provided, **no later than 15 days prior to the first day of the scheduled performance**. Make checks payable to the City of Inglewood and deliver to the attention of the Parks, Recreation & Community Services Director, Fifth Floor, City Hall, One Manchester Boulevard, Inglewood, California 90301. No performance shall take place unless all such charges have first been paid and the proof of insurance has been received.

If any performance requires more than the estimated number of City staff, or if additional hours of City staff are required, or if additional work is needed for repair, clean-up, property removal or storage, the City may deduct from any deposits or

monies it holds for the User an amount sufficient to pay the actual costs and expenses incurred by the City. If after such deduction there is a deficit, the User shall pay the deficit within twenty (20) days of receipt of an invoice from the City. In the event that a refund is owed, the City shall pay the credited amount to the user within twenty (20) days of the final settlement statement.

**15. CANCELLATION**

In the event of the User's failure to pay in a timely manner any monies due under Paragraph 13, or if the User fails to provide proof of insurance in a timely manner under Paragraph, this permit may be cancelled immediately. In the event of any other breach of any terms or provisions of this Permit, the City may cancel this Permit within three (3) days of a mailed written notice to the User.

In the event the User cancels the planned performance less than sixty (60) days prior to the first performance, the City shall be entitled to the entire \$1,000 non-refundable Facility Holding deposit held. In addition, in the event the User cancels the planned performance within thirty (30) days of said performance, the City shall be reimbursed any and all actual expenses and charges incurred by the City to the date of the cancellation, and the User shall not be reimbursed the non-refundable \$1,000.00 Facility Holding deposit.

**16. ALCOHOLIC BEVERAGES**

The User shall not be allowed to sell or permit the consumption of any alcoholic beverages at the event without first obtaining the appropriate permit from the Permits and Licenses Committee of the City.

**17. VENDOR LIST AND RESPONSIBILITIES**

At least five (5) days prior to the first day of the scheduled event, the User shall provide the City with a list of all Vendors that may be selling concessions or merchandise at the event. Said vendor's list shall include the name of the vendor, address, phone number, and contact person. The Vendor shall be responsible for the reporting and payment of all state, county and local taxes incurred from the sale of any non-consumable concession items. The Vendor shall provide a written sales report to the City of all such proceeds promptly on conclusion of the event. Unless the City specifically declines, the City of Inglewood shall be the vendor of choice for the sales of all water beverages.

**18. ADMISSION FEES, ATTENDANCE AND TICKETING**

The user shall provide the following information regarding performance tickets: (1) All locations where tickets may be purchased; (2) ticket prices; (3) ticket seating plan; (4) opening time of box office on the performance date(s); and (5) all telephone numbers for performance ticket information.

Five (5) working days after the event, the user shall provide a statement setting forth the total number of tickets sold.

**19. PERMITS, ROYALTIES AND CONSENT**

The User shall, at the User's sole cost and expense, obtain any and all government permits, approvals, copyright licenses, intellectual or creative property use authorizations or concurrences required for the performance or use of the Amphitheater. Included is a sample City of Inglewood Business License, which must be provided a minimum of fourteen (14) days prior to the performance date(s). This license may be obtained by contacting the City's Licensing Department at (310) 412-5500, or online at [www.CityofInglewood.org](http://www.CityofInglewood.org) (search item: "business license").

Additionally, the User agrees to promptly pay any royalty fees or other charges required from private persons or corporations for the production and presentation of any performance hereunder, and indemnify, defend, protect and hold the City harmless from any failure to make such payments. Furthermore, the User agrees to comply with all applicable local, state and federal ordinances, statutes, laws and/or regulations.

**20. ADVERTISING**

The Director or his authorized representative prior to publication or display must approve advertising and promotional materials when City resources or property are used. The phrase "The City of Inglewood Amphitheater presents" may not be used under any circumstances.

In no event shall such approval subject the City or the Amphitheater to any liability for the content or exploitation of any such advertisements. User shall indemnify and hold harmless City from any and all claims arising out of User's distribution or other exploitation of any advertisement.

**21. BROADCAST AND VIDEO RIGHTS**

User shall obtain, in writing, all necessary releases, consents, licenses or other permissions from all applicable persons, companies or other entities for any broadcast or recording of any performances, appearances or other occurrences made at Amphitheater under this permit. User shall indemnify and hold harmless City from any and all claims arising out of User's recording, using, airing, distributing, selling or otherwise exploiting any such performances, appearances or other occurrences made at the Amphitheater.

Any broadcasting or recording for City use shall be subject to a separate agreement by and between the User and/or Artist and the City.

**22. FORCE MAJEURE**

In the event that the Amphitheater is unfit for occupancy by the User during the period covered by Permit, by reason of fire, earthquake, strike, civil disturbance or any other

cause beyond control of the City, then this Permit shall be of no further force and effect and City shall not be liable for any damages, costs, expenses, etc. incurred by User as a result.

In the event the City does elect to cancel the event, the City will return all deposits within 20 days.

**23. NO ASSIGNMENT/INSOLVENCY**

This Permit is not assignable by the User without the City's prior consent in writing. User shall not encumber or hypothecate this Permit. If, during the term of this Permit, a substantial amount of the assets of the User are placed in the hands of any receiver or trustee, or should the User be adjudicated bankrupt, or should the User initiate any proceedings under the Bankruptcy Act, then this Permit shall not become an asset in any such proceedings and the User shall be in default of this Permit.

**24. RELATIONSHIP OF THE PARTIES**

The relationship of the parties to this Permit shall be that of independent contractors and in no event shall the User be considered an officer, agent, servant or employee of the City. The User shall be solely responsible for any workers' compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with its employees, agents and the performers.

**25. INSURANCE**

Throughout the term of this Permit, at User's sole cost and expense, the User shall keep or cause to be kept in full force and effect, for the mutual benefit of City and User, general liability, automobile liability, and workers' compensation insurance against claims and liability for personal injury, death, or property damage insurance arising from the use and occupancy of the Amphitheater, parking lots, and adjoining areas and ways in the amounts and under the terms set forth in ATTACHMENT B: AMPHITHEATER USER – INSURANCE REQUIREMENTS. The limits of any insurance policy provided for under this paragraph and Attachment B shall not be construed as limiting the User's liability to the City.

**26. HOLD HARMLESS AND INDEMNIFICATION**

The User shall indemnify, defend, and hold harmless the City and its elected officials, commissioners, agents, employees and volunteers ("Indemnitees") from and against all claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary losses or property damage, lost profit, personal injury, wrongful death, general liability, automobile use, taxes, infringement or a common law or statutory copyright or other infringement rights or license, labor disputes, defamation, libel, slander, infringement on any right of privacy, violation of civil rights arising out of, directly or indirectly, or in any way connected with the user's acts or omissions, or the acts of omissions of the User's employees, agents, guests or invitees, in their use of occupancy of the Amphitheater, any performance made at the Amphitheater or in connection with this Permit, except where caused by the active negligence, sole, or

willful misconduct of the City. Said indemnification shall also include all investigation expenses, attorney fees, witness fees and court costs.

If any action or proceed is brought against Indemnitees by reason of the matters against which User has agreed to indemnify the Indemnitees as provided above, the User, upon notice from the Indemnitees, shall defend Indemnitees at User's expense by counsel acceptable to the Indemnitees City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by the User under this Rental Permit shall ensure User's obligations under this section, but the limits of such insurance shall not limit the liability of the User hereunder. These provisions of these indemnification clauses shall survive the expiration or earlier termination of this Rental Permit.

**27. REMOVAL OF PROPERTY/ DAMAGE OR LOSS**

The user shall clear and clean the Amphitheater after the performance by removing all personal items, trash, food, drinks, rubbish, and other items concurrently with the take-out of sets, props and costumes. In the event that the Amphitheater is not vacated by the User within the timeframe specified in Paragraph 1, City is hereby authorized to remove and store, at the User's sole expense and risk, any of User's items not removed.

The User shall be responsible for damages to the Amphitheater, parking lots, and adjoining areas and ways, and Amphitheater equipment during the times designated for use. The User shall pay for repair and/or replacement of any of the Amphitheater's equipment, appliances, materials, lighting instruments, microphones, props, sets, other property, and/or supplies broken, damaged, or lost as a result of the use of the Amphitheater. Proper security measures by the User are recommended. The User assumes all risk of damage to and loss by theft or otherwise to the fixtures, appliances, or other property of the User or the User's exhibitors, contestants, and those contracting with the User, as well as employees thereof, and the City is hereby expressly released and discharged from any and all liability for such losses.

**28. GOVERNING LAW; VENUE**

This Rental Permit shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Central District, located at 111 North Hill Street, Los Angeles, California 90012-3117. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

**29. OTHER TERMS AND CONDITIONS**

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**30. REQUIRED APPROVALS: EDWARD VINCENT JR. PARK AMPHITHEATER**

To be valid, this Amphitheater Rental Permit shall require the approval of the Director of Parks, Recreation & Community Services; the Permits & Licenses Committee; and the Parks and Recreation Commission.

APPROVED BY PERMITS & LICENSES COMMITTEE: DATE \_\_\_\_\_

APPROVED BY PARKS & RECREATION COMMISSION: DATE \_\_\_\_\_

**CITY STAFF APPROVAL**

City Approval Signature: \_\_\_\_\_

(Print Name): \_\_\_\_\_

Title: Director of Parks, Recreation and Community Services

Date: \_\_\_\_\_

**USER HEREBY ACKNOWLEDGES THIS PERMIT AND ALL TERMS AND CONDITIONS THEREOF:**

Amphitheater Rental permit No. \_\_\_\_\_

User Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## AMPHITHEATER RENTAL RATES/LABOR CHARGES-ESTIMATED

<b>Event Name:</b>	
<b>Dates:</b>	
<b>Promoter:</b>	

RATES				
DESCRIPTIONS:	HOURLY RATE	TOTAL HOURS	TOTAL FEE	
Set-Up, Rehearsal, Teardown	\$100 per hour			
Each Performance/Presentation 4hr. minimum	\$200 per hour			
Additional Time beyond the 4hr. minimum	\$100 per hour			
Cleaning Fee (non-refundable)	\$250-1,000			
Facility Holding Deposit (non-refundable)	\$1000			
Damage Deposit (refundable)	\$1,000			
<b>TOTAL:</b>				

PERSONNEL				
DESCRIPTIONS:	HOURLY RATE	TOTAL HOURS	TOTAL FEE	
Amphitheater/Site Manager				
Parks, Recreation and Community Services				
Police				
Public Works				
Business and Economic Development				
Other:				
Neighborhood Notification Costs				
<b>TOTAL:</b>				

SUMMARY OF ACTIVITY				
ESTIMATED FEES AND CHARGES				
<b>TOTAL:</b>				

Submitted by \_\_\_\_\_

Department Approval \_\_\_\_\_

Date \_\_\_\_\_