

**PARKS AND RECREATION
SPECIAL PROGRAM RENTAL FORM**

Date Initiated: _____

Park Location: James Regional Sports Complex

8400 W. Robindale Las Vegas, NV 89113

Area Use(s): 9 soccer fields

Name of Organization (USER): _____

Business License: _____

TIN: _____

Proof of State Tax Registration: _____

Group Status: Non-Profit [] For-Profit []

Contact Person: _____

Mailing Address: _____

Daytime Phone: _____

Fax/ Email: _____

Event Date(s): _____

Event Start Time(s): _____

Event End Time(s): _____

Department Representative: _____

Contract Prepared by: _____

RENTAL FEE DUE: _____

Attachments: Exhibit A, Exhibit B & Exhibit C

RENTAL AGREEMENT

This agreement is made this, _____ between **CLARK COUNTY** and the _____ (**USER**), whose address is stated above. The USER, its employees, sub – USERS, guests, patrons, or invitees shall use the facility in a safe, careful, and lawful manner, and use reasonable, best efforts not to allow any act to be done during the scheduled event, which will alter, mar, or deface the facility, or other property provided by the County. The designated USER signing the contract may not subcontract the facility to another entity and the designated USER remains solely responsible for fees, charges and liability. The USER shall hold harmless the County from all claims, costs, loss, or damage of any kind or nature whatsoever arising out of the scheduled event which may be sustained by reason of any act or omission on the part of the USER, its employees, guests, patrons, or invitees, or anyone directly or indirectly employed by any of them, or by anyone for whose acts or omissions for whom the user may be liable.

Waiver: The County shall not be liable for any claim if the facility is damaged by fire or other casualty, or for any act, including strikes, utility failure or Force Majeure which prevents the holding of the scheduled event.

I. GENERAL AGREEMENT

Each Party hereto represents warrants and covenants to the other as follows:

- A. It has the full right and legal authority to enter into and fully perform this Agreement in accordance with the terms and conditions hereof.
- B. The execution, delivery and performance of this Agreement does not and will not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound, and no approval or other action by any other governmental authority or agency, or any other individual or entity, is required in connection herewith.
- C. The Parties have the right to use the Premises known as James Regional Sports Complex on the following dates; at the specified times; and for the specific reason designated below:

1. Purpose(s): Promotion of _____
Event: _____
Estimated Attendance: _____
Set-up: _____
Area use: _____
Teardown: _____

2. Event Description: _____

- D. All notices given hereunder shall be in writing and shall be deemed to have been duly given, if delivered personally with receipt acknowledged or sent by nationally recognized overnight courier for the next day delivery, addressed or sent to the Parties at the addresses as follows:

1. If to USER, _____

2. If to County, at Clark County Parks & Recreation, 2601 E. Sunset Road, Las Vegas, NV 89120, ATTN: Sports & Allocations

- E. Except as specifically authorized herein, nothing in this Agreement will create or be construed as creating a partnership, joint venture or agency relationship between the Parties and no Party will have the authority to bind the other in any respect. Each Party shall be solely responsible for all wages, income taxes, workers compensation and any other requirements for their respective personnel. Sub users or employees of sub users shall not be entitled to compensation or benefits of the County.

F. All standard park rules and regulations as well as field allocation policies apply to this event.

G. Facility rental agreement is valid for the above mentioned dates only. There will be NO historical use established at James Regional Sports Complex. The approval of this agreement does not guarantee future use.

- H. All agreements regarding the Event are subject to USER obtaining all necessary approvals, permits and/or licenses required by Clark County, including but not limited to: Business License, Southern Nevada Health Department, Public Works, Air Quality, Clark County Fire Department and the LVMPD. USER is responsible for making all arrangements and payments.

II. USER DUTIES – See Exhibit A for all User Requirements

- A. USER shall be responsible for all costs and arrangements related to the Event.
- B. USER shall be solely responsible for advertising of the Event.
- C. Indemnification. Neither party assumes liability for claims, actions, demands, obligations, causes of action and lawsuits, or for damages, liabilities, fines, judgments and costs (including reasonable attorney's fees) associated with, arising from or alleged to have arisen from the performance of work under this Agreement by the other party or its agents. County specifically does not waive the limits of Nevada Revised Statutes Chapter 41.
- D. The authorized group shall provide commercial general liability insurance naming Clark County c/o Purchasing & Contracts Division, 500 South Grand Central Parkway, 4th Floor, Las Vegas, NV 89155 as additional insured in an amount not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate. The required Certificate of Insurance must be received by the Department of Parks & Recreation no later than ten (10) business days prior to the event date.
- E. All agreements regarding this Event are subject to USER obtaining all necessary permits and licenses required by state and local government, including but not limited to: Clark County Business License, the Las Vegas Metropolitan Police Department, Clark County Air Quality and Environmental Management, Clark County Fire Department, Clark County Public Works and Southern Nevada Health Department
- F. USER shall not allow the sale or distribution of merchandise that offends reasonable community standards at the event (including but not limited to: drug paraphernalia, sexually offensive, explicit language). Clark County reserves the right to close down merchants who are selling or distributing offensive or illegal merchandise, or who do not hold appropriate licenses or permits.
- G. USER shall require all food vendors to have a County Business License and temporary health permits and to conform to all regulations as stated by the Southern Nevada Health Department.
- H. USER shall schedule and contract all vendors for the event. A list of all vendors shall be submitted to Clark County Parks and Recreation ten (10) business days prior to the event date with a payment of \$100.00 for each commercial vendor booth or \$50.00 for each non-profit booth.
- I. USER shall contract and pay for all production elements pertaining to this event including but not limited to: fencing, porta potties, tents, dumpsters, clean –up costs, parking attendants, etc. The County will determine necessity of field monitors and will negotiate schedule assignment with the requestor.

- J. USER shall, at the conclusion of the event, provide the County with a full financial report of the event stating all sources of revenues and expenditures related to rental. Report is due no later than 30 days from conclusion of event.

III. COUNTY'S DUTIES

- A. County shall ensure Event site is reserved for this Event and assist with coordination between user group and Clark County Real Property Management, in accordance with County rules and regulations so as to ensure the least amount of impact on the park grounds.
- B. County shall supervise the coordination of all production activities of the Event, as herein specified, including but not limited to:
1. Overseeing field striping.
 2. Overseeing location and installation of all tents, portable restrooms, vendors etc.
 3. Modifying watering schedule before and during the Event.
 4. Coordinating the use of park lighting during the Event.

IV. MISCELLANIOUS PROVISIONS

- A. All agreements regarding the Event are subject to Parties obtaining all necessary approvals, permits and/or licenses required by Clark County, including but not limited to: Business License, the Southern Nevada Health Department, Public Works, Air Quality, Clark County Fire Department and the LVMPD. USER is responsible for making all arrangements and payments.
- B. The failure of any Party hereto to comply with the terms and conditions hereof because of a "Force Majeure Occurrence" shall not be deemed a breach of this Agreement. "Force Majeure Occurrence" shall be defined to include, without limitations, Act of God, strike, labor disputes, war, fire, earthquake, acts of public enemies, acts of terrorism, epidemic, action of federal, state or local governmental authorities or other reason beyond the reasonable control of a Party. In the event of a cancellation of the Event due to a "Force Majeure Occurrence", each Party shall be relieved of its obligations hereunder with respect to the performance so prevented. In such event neither Party shall have a claim against the other Party except that each Party shall be responsible for bearing its share of any un-recovered expenses actually incurred prior to such cancellation.
- C. In the event any material deadline(s) referenced and incorporated herein, are not met under this Agreement, without limiting Clark County's exercise of any right or remedy, County will provide USER with 72 hour written notice to "cure" such unmet material deadline requirement(s). If after 72 hours USER has not cured the material deadline requirement(s), Clark County reserves the right to cancel the Agreement.
- D. The County reserves the right to control the premises: to enforce all of its rules and/or regulations regarding the premises, and to inspect the premises during the scheduled event, without unreasonably interfering with the USER, its employees, guests, patrons, or invitees. The County shall have the right, but not the duty, to eject any person from the premises for violation of the law, rule, or regulation without liability. County will inspect the property and require USER to reimburse the County for any repairs to damage, caused by the event.

- E. The administration of Agreement by the County shall be by the Director of Parks and Recreation or their designee.
- F. This agreement shall not be deemed for the benefit of any entity or person who is not a Party hereto, and neither this Agreement, nor any interest therein may be assigned by USER or the County without written approval of the other Party, except that USER may assign it's rights under this Agreement to an assignee or transferee of the FCC licenses for the station, or an entity under common control, provided the assignee expressly assumes the obligation of this Agreement.
- G. Each Party shall be responsible for compliance with all federal, state and local laws and regulations applicable to such Party's activities in connection with this Agreement or the Event, including without limitation, obtaining any permits applicable to the Event or the activities contemplated herein.
- H. This Agreement constitutes the entire agreement between the parties and shall supersede any and all other agreements, whether oral or otherwise, between the parties.
- I. Any amendment or modification to this Agreement must be in writing and signed by authorized representatives of both parties. The Agreement will be governed by and construed according to the laws of the State of Nevada. If any term or provision of the Agreement, or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

USER Signature: _____

Date: _____

Parks & Recreation
Signature: _____

Date: _____

Adleen Stidhum
Assistant Director
Administrative Services

Date: _____

EXHIBIT A

I. USER DUTIES:

- A. Responsible for hiring a Clark County approved field grooming or striping company.
- B. Responsible for the cleaning of bullpens, dugouts, sidelines and surrounding field area after each practice, league game, tournament and/or sporting event.
- C. Responsible for emptying all trash cans and replacing can liners before bins overflow.
- D. Responsible for the removal of all full trash bags and placing them in designated dumpsters. Organizations may be required to rent additional dumpster(s) based on anticipated event attendance.
- E. Must provide supplies to keep restrooms adequately stocked with toilet paper and maintain cleanliness of restrooms throughout permitted tournament/event. Groups may be required to rent, at their own expense, portable toilets to accommodate large crowds.
- F. Tournament/Event organizers, at the request of County Staff, may be required to attend an onsite walk through meeting with Clark County Sports staff and Clark County Facilities staff prior to their scheduled tournament/event.
- G. Tournament/Event organizers are required to provide County Staff with a list of outside vendors/contractors who may be providing rental services for an event prior to the installation/delivery of services.
- H. No vehicle parking on turf without prior approval. No parking of vehicles next to tents or vendor booths during event.

II. FIELD DIMENSIONS/FIELD STRIPING

Each James Regional Sports Complex field is designed as a full-sized soccer field. Approval must be granted to modify field dimensions. All striping and turning of fields (small sided) MUST be approved by the Clark County Sports & Allocations Unit in writing prior to such use. Failure to obtain such approval may result in disciplinary action or forfeiture of permit. Clark County shall designate a limited number of fields that may be striped with multiple field dimensions.

III. ACCESS TO VENUE

USER may have pre-arranged access to venue prior event date, for purposes of set up. Load in will be coordinated through assigned County representative.

IV. DAMAGES

County has the right to bill the USER for any damage caused by user.

USER Signature: _____

Date: _____

Parks & Recreation
Signature: _____

Date: _____

Adleen Stidhum
Assistant Director
Administrative Services _____

Date: _____



All payments are to be made to:
and remitted to:

Clark County Parks and Recreation
2601 E. Sunset Rd. Las Vegas, NV. 89120

USER Signature _____

Date: _____

Parks & Recreation
Signature _____

Date: _____

Adleen Stidhum
Assistant Director
Administrative Services _____

Date: _____



Reviews: Payment/Receipt #: _____ Reservation #: _____

EXHIBIT C

CLARK COUNTY CERTIFICATE OF INSURANCE						ISSUED DAY (MM/DD/YY)
PRODUCER 1. INSURANCE BROKER'S NAME ADDRESS CONTACT NAME PHONE & FAX NUMBERS		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURED 2. INSURED'S NAME ADDRESS PHONE & FAX NUMBERS		COMPANIES AFFORDING COVERAGE			3. BEST'S RATING	
		COMPANY A LETTER				
		COMPANY B LETTER				
		COMPANY C LETTER				
		COMPANY D LETTER				
COMPANY E LETTER						
COVERAGES						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
4.	GENERAL LIABILITY	(A)	(B)	(C)	GENERAL AGGREGATE	\$ (D) 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$ (E) 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV. INJURY	\$ (F) 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ (G) 1,000,000
	UNDERGROUND EXPLOSION & COLLAPSE				FIRE DAMAGE (Per one fire)	\$ (H)
	INDEPENDENT CONTRACTOR				MED. EXPENSE (Any one person)	\$ (I)
						\$
5.	AUTOMOBILE LIABILITY	(J)	(K)	(L)	COMBINED SINGLE LIMIT	\$ (M) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BOILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BOILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY					
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	\$
					DISEASE/POLICY LIMIT	\$
					DISEASE/EACH EMPLOYEE	\$
	OTHER				AGGREGATE	\$
7. DESCRIPTION OF PROJECT: PROJECT NUMBER; PROJECT DESCRIPTION; CLARK COUNTY, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS, ENTER OTHER ARE INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.						
8. CERTIFICATE HOLDER CLARK COUNTY, NEVADA C/O PURCHASING AND CONTRACTS DIVISION 500 S. GRAND CENTRAL PKY 4TH FL BOX 551217 LAS VEGAS, NV 89155-1217 The Certificate Holder is named as an additional insured.				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.		
				9. NEVADA RESIDENT AGENT SIGNATURE (NRS 680A.300)		