

**PARKS AND RECREATION  
SPECIAL PROGRAM RENTAL FORM**

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

Park Location: Desert Diamonds Baseball Complex

7929 Mountains Edge Parkway Las Vegas, NV 89178

Area Use(s): Ball fields 1 – 4

**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.



- 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 tournament/event. 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. All games must be scheduled with a half hour in between games to allow facilities to groom/touch up fields prior to a new game starting.
- 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 as well as outside vendors, 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. Vehicle Access – vehicle access is limited to parking lots only unless prior approval has been granted by Clark County Sports staff and Clark County Real Property Management Operations/Parks staff.
- I. Organizers must submit a written request for any event outside of normal park hours.
- J. No chewing tobacco or sunflower seeds allowed in dugouts or on the field of play.
- K. No soft toss against any fences on or off the field.
- L. No pepper on the fields
- M. All warm up must take place beyond the infield area or in the outfield. No warming up of any kind in front of the dugouts.
- N. All temporary signs must be approved by Clark County Sports staff and must be taken down at the conclusion of a tournament.
- O. Organizer is responsible for the cleaning and supervision of the umpire room when applicable.

### II. FIELD STRIPING

Each Desert Diamonds Baseball Complex field is designed with a 60' -6" pitching mound and 90' bases. There will be no modifications allowed to the field dimensions. Field grooming will be handled by Clark County Real Property Management Operations/Parks staff.

### 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: \_\_\_\_\_





**EXHIBIT B**

**I. FEES AND CHARGES (check all fees that apply):**

- A.        Fields:       \$35 per hour per field
- Lights:       \$20 per hour per field
- Grooming:   \$40 per field per occurrence

**B. Staff**

Requested use may require utilization of field monitors, to be provided by the County. The County will determine necessity of field monitors and will negotiate schedule assignment with the requestor. Fee for the field monitors will be \$15 per hour per monitor.

**C. Vendors**

Vendor Fees:                               \$100.00 per for-profit booth  
  \$50.00 per non-profit booth

**D. Damages**

- Assessed Fees:                           Will be invoiced upon completion of event, with payment due within 10 business days following the event.

**II. CANCELLATION/REFUND POLICY:**

This rental form can be canceled if notification is given in writing thirty (30) business days prior to the date of use. If notice is under 30 business days prior to date of use 75% will be refunded, less than 14 days prior to the date of use - 50% will be refunded. The USER and the County shall be relieved of any further obligations under this rental form.

COUNTY: In the event USER refuses or fails to provide any of the material items or to perform any of its material obligations in the Agreement or the attached Exhibits, and/or fails to timely make any of the payments as provided herein, then COUNTY shall have the right, in addition to any other remedies which may be available to COUNTY at law and in equity, to terminate this engagement in accordance with the terms of the Agreement, provided in writing to USER no later than fourteen (14) business days prior to the date of use.

In addition, if USER has failed, neglected or refused to perform any duties or meet any scheduled deadlines outlined herein, then COUNTY shall have the right to cancel this engagement without penalty by written notice to USER at any time after the scheduled deadline or SEVEN days after the duty was to be performed, and COUNTY shall have the right to retain all fees in accordance with current Fees & Charges Schedule as approved by the Board of County Commissioners, and both parties shall be relieved of any further obligations under this agreement.

**III. PAYMENT SCHEDULE:**

- A. All fees for basic rental must be paid in full in the form of cash, credit card, check, cashier's check or money order only.  
Additional charges will be due within 10 business days following the event.



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**

<b>CLARK COUNTY CERTIFICATE OF INSURANCE</b>						ISSUED DAY (MM/DD/YY) [ ]	
<b>PRODUCER</b> 1. <b>INSURANCE BROKER'S NAME</b> <b>ADDRESS</b> <b>CONTACT NAME</b> <b>PHONE &amp; FAX NUMBERS</b>			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.			<b>3. BEST'S RATING</b>	
<b>INSURED</b> 2. <b>INSURED'S NAME</b> <b>ADDRESS</b> <b>PHONE &amp; FAX NUMBERS</b>			COMPANY A LETTER				
			COMPANY B LETTER				
			COMPANY C LETTER				
			COMPANY D LETTER				
			COMPANY E LETTER				
<b>COVERAGES</b> 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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROT <input type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE <input type="checkbox"/> INDEPENDENT CONTRACTOR	(A)	(B)	(C)	GENERAL AGGREGATE	\$ (D) 2,000,000	
					PRODUCTS COMPROP AGG	\$ (E) 2,000,000	
					PERSONAL & ADW INJURY	\$ (F) 1,000,000	
					EACH OCCURRENCE	\$ (G) 1,000,000	
					FIRE DAMAGE (Any one fire)	\$ (H)	
					NEED EXPENSE (Any one person)	\$ (I)	
						\$	
5.	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY  <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	(J)	(K)	(L)	COMBINED SINGLE LIMIT	\$ (M) 1,000,000	
					BODILY INJURY (Per person)	\$	
					BODILY INJURY (Per accident)	\$	
					PROPERTY DAMAGE	\$	
					EACH OCCURRENCE	\$	
					AGGREGATE	\$	
						\$	
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS		
					EACH ACCIDENT	\$	
					DISEASE/POLICY LIMIT	\$	
					DISEASE/EACH EMPLOYEE	\$	
					AGGREGATE	\$	
	OTHER					\$	
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 4 <sup>TH</sup> 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)				