

SOUTHERN CALIFORNIA LOGISTICS AIRPORT APPLICATION AND PERMIT FOR USE OF FACILITIES

Facility: Southern California Logistics Airport

Area/Location(s): _____

Term of Use Permit: _____ Permit Use Hours: _____

Name of Permittee: _____ Phone: _____ Fax: _____

Name of Representative(s): _____ Cell: _____

Mailing Address: _____

Billing/Invoice Address: _____

Purpose of Organization: _____

1.	Describe Event: <div style="border: 2px solid black; height: 60px; margin-top: 5px;"></div>
2.	Will alcohol be served? _____
3.	Number of people expected: Youth _____ Adults _____ Total _____
4.	Will admission be charged or a collection taken? Yes _____ No _____ Describe Amounts _____ Expected Revenue _____
5.	Will items be sold? Yes _____ No _____ Business License: Yes _____ No _____ List items with amounts: _____
6.	Will there be music included: Yes _____ No _____ Amplified: Yes _____ No _____ If yes, describe _____ Additional equipment requested: _____

SOUTHERN CALIFORNIA LOGISTICS AIRPORT APPLICATION AND PERMIT FOR USE OF FACILITIES

OFFICE USE ONLY	Amount Due	Due By	Amount Paid	Received By/Date
Facility Charge				
Fire Department Permit				
Business License				
SCLA Staff				
Security Staff				
Other Chargers				
Contingency at 10%				
Total Amount Due				
Certificate of Insurance				

Special Instructions: _____

1. An approved Facility Use Permit is required for all groups and must be in possession of the Permittee and or its representative at the Event.
2. Permits will be issued to adults, ages eighteen (18) and up.
3. The right to revoke permission for use of a facility with or without cause at any time is retained by Southern California Logistics Airport Authority (SCLA)
4. Use of Facilities and Location Areas shall not be granted to any individual or group which has as its object the overthrow of the United States or the State of California, by force, violence or other means.
5. The SCLA, SCLAA, VVEDA and/or City of Victorville (City) may terminate any special events activity when necessary for the safety and enjoyment of the public, for the protection of resources, or for violation of any rules and regulations of SCLA, SCLAA, VVEDA or the City of Victorville, or if deemed necessary in the public interest. No liability will be incurred by SCLA, VVEDA, or the City, its agents or employees, by reason of such termination and no rebates or refunds or fees, rent, or deposits will be made solely because of such termination.
6. Permits shall not be granted in such a manner which, in the opinion of the SCLA, SCLAA, VVEDA or the City, constitutes a monopoly for the benefit of any individual, group or organization.

SOUTHERN CALIFORNIA LOGISTICS AIRPORT APPLICATION AND PERMIT FOR USE OF FACILITIES

7. Permittee shall not assign or sublease any portion of the Facilities or Location Area or any rights under this Use of Facilities Permit, without prior approval of the SCLA. Any such assignment or sublease shall be void, and the SCLA shall have the right to exclude any and all persons from the Facility attempting to exercise any right or privilege under such assignment or sublease.
8. Attendance will be limited to the occupant load of the Facility and or Location Area as established by the City Fire Marshall or as determined by the SCLA.
9. Requests from promoters or contractors involving performance by organizations or individuals with whom separate contracts are made, will require that copies of such contracts shall be made available to SCLA, VVEDA and City Officials for inspection upon request.
10. Entrance to the Facility and or Location Area is allowed at the time specified on the approved permit application and users are also expected to leave at the time specified. The specified times should include time necessary to prepare for the activity and clean-up time by the user. Final use charges will be based upon the time keys are issued and returned.
11. Permittee shall leave all Facilities and Location in a clean and orderly condition. If the Facility and or Location Area is not clean and orderly upon Event termination, additional clean up will be charged to Permittee. If Facility or Location Area is not clean and or orderly, it should be brought to the attention of the SCLA prior to conducting the Event. Additional clean up beyond normal conditions will be charged to Permittee.
12. Permittee may be required to make a damage and clean-up deposit on circumstances and probabilities; and if requested by the SCLA, a performance bond securing the faithful performances of Permittee's obligation hereunder. Permittee will maintain the Facilities and Location Area in a clean and sanitary condition and will restore the area to the condition in which it was received, and will repair any and all damages to the facility or any SCLA property which was a result of Permittee's activities as encompassed by this Permit. SCLA will be the sole judge of the extent of the damage. In the event the Permittee fails to pay, within the time prescribed, any balance due for use of the Facilities and or Location Areas under this Permit, any and all deposits made by Permittee shall be retained by SCLA as liquidated damages for breach of this contract and shall not be refunded.
13. Publicity of any type may not be released or used relating to an event until approval is granted for the permit application. All publicity may be subject to approval by the SCLA prior to its release.
14. No advertising shall be exhibited, no petition shall be circulated, no solicitation or sales shall be made in the facility or grounds without approval from the SCLA. No advertising or promotional materials are to be posted on telephone, power or street lighting poles within the City of Victorville, per Victorville Municipal Code. Violation of this condition will result in cancellation of the Event without refund.
15. Fires, other than those in designated picnic areas, are not permitted without prior approval by the SCLA and the Victorville Fire Department.
16. Only fireproof or fire retardant materials may be used in decorations, and at no time shall exits be covered or obstructed.
17. Permittee shall not drive any nails, screws, tacks, pins or other objects into the floor, walls, ceiling,

SOUTHERN CALIFORNIA LOGISTICS AIRPORT APPLICATION AND PERMIT FOR USE OF FACILITIES

partitions, doors, door or window casing, or woodwork of the facility, or make any other alterations therein, except as may be authorized.

18. No structure or sets are to be built unless specifically provided for herein, and no shrubbery or trees are to be cut, trimmed or injured.
19. Alcoholic beverages are permitted only at areas designated or approved by SCLA and the City of Victorville in writing. Federal and State Laws on alcoholic beverages prevail.
20. Smoking is not permitted in SCLA public buildings unless specifically authorized.
21. Any authorized SCLA official representative shall have the right to enter the Facility and Location Area and all parts thereof at any and all times during a scheduled event.
22. The SCLA, when deemed in the best interest of the City or Community, may make exceptions to the established policies, rules and fees.
23. The SCLA, VVEDA or City is not responsible for injuries or damage to the users or loss of personal property left in or on the premises.
24. In case of emergency, please call (760) 243-1915.

This Permit for Use of Facilities is made this _____ day of _____, 20____ by and between the Southern California Logistics Airport, (the “SCLA”) and _____ (“Permittee”).
Permittee desires to be permitted to utilize the Facility and Location Area for purposes described above.

It is understood and agreed that the Permittee assumes all risks for loss, damage, liability, injury, cost or expense that may arise during or be caused in any way by such use or occupancy of the Facilities and Location Areas of the SCLA; by the Permittee, its agents, employees, invitees, or guests. The Permittee further agrees that in consideration of being permitted to use said facilities, he, it, or she will save and hold SCLA, SCLAA, the Victor Valley Economic Development Authority (VVEDA), the City of Victorville (City), the United States Air Force (USAF), Stirling Airport International, LLC. and/or their employees free and harmless and defend against any loss, claim and liability or damages, and/or injuries to persons and property that in any way may be caused by Permittee, its agents, employees, invitees, or guests use or occupancy of said facilities.

Permittee agrees to procure and maintain continuously during the entire term of the use/lease a policy or policies of liability insurance with a company or companies acceptable to SCLA, at Permittee's own cost and expense, insuring Permittee and naming SCLA, SCLAA, VVEDA, City of Victorville, the USAF, and Stirling Airports International, LLC. as an additional insured, from all claims, demands or actions; such comprehensive insurance shall protect and name Permittee as the insured and SCLA, SCLAA, VVEDA, City

SOUTHERN CALIFORNIA LOGISTICS AIRPORT APPLICATION AND PERMIT FOR USE OF FACILITIES

of Victorville, the USAF, and Stirling Airports International, LLC. as an additional insured and shall provide coverage of not less than Five Million Dollars (\$5,000,000) per occurrence, Ten Million dollars (\$10,000,000.) in the aggregate, for bodily injury, personal injury, death, loss, or damage to property resulting from the activities conducted by the Permittee or its officers, employees, servants, volunteers, representatives, and agents and independent contractors on the SCLA's property. Permittee shall provide the SCLA with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the terms and provisions thereof. Permittee shall also maintain workers compensation and disability insurance coverage, and other insurance coverage as may be required by law in connection with its business activities or event.

Permittee understands that without expectation of compensation or other remuneration, now or in the future, it gives SCLA, the City of Victorville, its affiliates and agents, its consent to use its image(s) and likeness and/or any interview statements, movies, videos and photographs, in part or in whole, from Permittee's publications, advertising or other media activities related to this Permit. The image(s) may be retained by, and will only be accessed by, authorized persons of SCLA, the City of Victorville or its agents and may be used in the future in SCLA or City of Victorville publications or marketing materials. The image(s) will only be retained for the stated purpose. Permittee also hereby releases SCLA, SCLAA, the Victor Valley Economic Development Authority (VVEDA), the City of Victorville (City), the United States Air Force (USAF), Stirling Airport International, LLC. and/or their employees from all claims, demands, and liabilities whatsoever in connection with the above.

The undersigned hereby certifies that he/she understands and agrees to comply with the foregoing conditions, rules and regulations contained herein and is authorized to sign as representative for Permittee, as of the date first written above. The undersigned also certifies that he/she will be responsible on behalf of the Permittee for any damage sustained by the grounds, buildings, furniture, or equipment occurring through the occupancy of said Facilities and Location Use by the Permittee.

This Permit may be executed by the parties in counterparts, and when executed by each of the parties, each counterpart shall be deemed to be part of this Permit.

**SOUTHERN CALIFORNIA
LOGISTICS AIRPORT (SCLA)**

NAME OF PERMITTEE

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C. Eric Ray
Airport Director

Date

Name
Title

Date