

Nomination Form - Star Details

Selection Nominee:

| Category: | | Humanitarian Entertainment Civic/Pioneer Architect/Artist/Desi Athlete Military Literary Palm Springs Film F | |
|----------------------|--------|---|---------------------------|
| Special Category: | | Corporate Name Sp (Must be approved by City Counc | oonsorship Star \$100,000 |
| Check If Applicable: | | Posthumous | Duo or Group |
| Stars Sponsor Contac | ct Inf | ormation: | |
| Sponsor(s): | | | |
| Address: | | | |
| City: | | State: | Zip: |
| Email: | | Telephone: | |
| *Self nomination pro | hibite | ed | |



Nomination Form - Qualifications

| NOMINEE NAME: | |
|---------------|--|
| | (HOW IT WILL APPEAR ON STAR IF APPROVED) |
| | |
| SPONSOR(S): | |

TELEPHONE: _______

Nominee's Biographical & Contributions

(USE ADDITIONAL PAGES IF MORE SPACE IS NEEDED, NOT TO EXCEED 5 PAGES)

DATE OF BIRTH: ______ PLACE OF BIRTH:

NOMINEE'S QUALIFICATIONS FOR A WALK OF THE STAR HONOR:

LIST CONTRIBUTIONS TO THE COMMUNITY & CIVIC PARTICIPATION:

NOMINEE'S CONTRIBUTIONS TO PALM SPRINGS PROMINENCE:





Nomination Form Terms Be careful to read the following before completing this form!

- 1. Upon approval, it is understood that the cost of installing a star on the Walk of the Stars Palm Springs is \$15,000 and the sponsor of the nominee accepts the responsibility for arranging payment to the City of Palm Springs. The dedication ceremony is a pre-set package program. Anything outside of the scope is the responsibility of the sponsor.
- 2. It is further understood that, should the above-named nominee be chosen for placement in the Walk of the Stars, said nominee guarantees to be present at the dedication ceremonies on a date and time mutually agreed upon with the Walk of the Stars Committee. An induction ceremony must be scheduled within two years of selection date, or the nomination must be re-submitted. Induction ceremonies are public events. Honorees recognize that, as such, footage and photos of the event are in the public realm. Honorees and speakers are expected to sign a release allowing the Palm Springs Chamber of Commerce to use footage of the ceremony to promote Walk of the Stars Palm Springs.
- 3. First-time nominations not selected will automatically roll over for another year. If not selected during their second attempt, the nomination must be re-submitted with updated materials.
- 4. "Walk of the Stars Palm Springs" and all associated symbols are trademarks of the Palm Springs Chamber of Commerce and may not be used without permission. Any proposed promotional activities in conjunction with the Walk of the Stars Palm Springs ceremonies must be expressly approved in advance by the Palm Springs Chamber of Commerce.
- 5. Nomination for living nominees must have nominee's consent. The signed *Letter of Agreement* must be attached to the completed Nomination Form when submitted to Walk of the Stars for consideration. Incomplete nominations will be rejected.

| Sponsor's Signature: | Date: | |
|----------------------|-------|--|
| | | |



Waiver of Donor/Sponsor

1. Walk of the Stars Palm Springs Program

Palm Springs, a corporation (herein "City") and Walk of the Stars Palm Springs (herein "WOTSPS) have agreed that the contractor shall install solid sandblasted granite blocks (the stars) in the public right of way to honor prominent personalities associated with Palm Springs. However, Palm Springs is concerned with liability to pedestrians and must retain the right to require removal and/or relocation of the stars if necessary without incurring liability to the donors. Therefore, Palm Springs' approval of the stars has been based on receiving: (a) An irrevocable offer to dedicate to Palm Springs as a gift all stars installed in thee public right of way, and (b) The written waiver and release of any and all donors or contributors any rights, title or interest in the stars. It should be expressly understood, however, that the stars are the property of WOTSPS and not the City until the offer to dedicate is accepted.

2. Waiver With Respect To Modifications or Removal

The Donor, its agents, heirs, successors and assigns hereby waive any and all rights, title, causes of action or interest in the star towards which the contribution was made. Donor understands that WOTSPS and/or City have the right to alter, relocate or remove the star at any time, and Donor waives any and all causes ofaction, damages, rights to receive any notice and/or compensation, or to object to the alteration, relocation, removal or destruction of the star.

3. Indemnification of Donor

WOTSPS agrees to indemnify the donor, its agents, heirs, successors and assigns 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, omission or liabilities, including paying anv legal costs. attornev fees. or paying any judgment (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of the or in connection with the negligent acts or omissions of WOTSPS hereunder.

4. Waiver of Right to Sue

Donor, its heirs, successors and assigns hereby waive any right to sue WOTSPS or Palm Springs for breach of any written or oral representation with respect to the WOTSPS including, but not limited to, the revocable license and maintenance agreement, except that donor shall not waive any right to enforce the indemnification convenient of WOTSPS contained in Section 3 above.

| Sponsor Honoree(s): | Sponsor Print Name: |
|---------------------|---------------------|
| Sponsor Signature | Date: |
| Email: | Phone # |