

City of Carpinteria, California



## PUBLIC WORKS DEPARTMENT

### SPECIAL EVENT PERMIT APPLICATION

#### 1. EVENT INFORMATION

Name of Event \_\_\_\_\_

Address/Area/Location of Event \_\_\_\_\_

\_\_\_\_\_

#### 2. EVENT ORGANIZER INFORMATION

Contact name \_\_\_\_\_ Organization \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Address \_\_\_\_\_

#### 3. EVENT INFORMATION

Description of event: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of event: From \_\_\_\_\_ To: \_\_\_\_\_

Estimated attendance \_\_\_\_\_

Start time (incl. set up) \_\_\_\_\_ End time (incl. clean up) \_\_\_\_\_

Open to the public?  Yes  No Will food be sold?\*  Yes  NoWill minors be present?  Yes  No Will alcohol be served?\*  Yes  NoAdmission fee charged?  Yes  No Will alcohol be sold?\*  Yes  NoWill food be served?\*  Yes  No

Will this event cause any disturbance, noise or congestion in the vicinity of the proposed event? Yes No If yes, please attach an explain and give mitigating measures.

*\*If food or alcohol will be served, please attach the appropriate approved permits. For Temporary Food EVENT, which may be obtained from the Santa Barbara County Public Health Department visit [www.sbcphd.org](http://www.sbcphd.org). For Alcohol Beverage Control visit <https://www.abc.ca.gov/Forms/PDFSpC.html> (please note the City only allows alcohol under specific conditions and reserves the right to reject alcohol sales for special events). All vendors and commercial participants shall have an active City of Carpinteria Business License at the time of the event. Vendors shall be required to have proof of such License the day of the event if requested by City staff or other enforcement agency.*

## SITE PLAN/MAP ROUTE/TRAFFIC CONTROL PLAN DIAGRAM

Your site plan should include the following:

- Outline of entire event, including street names. If your event includes road closures, please indicate the location of all closures, route to be traveled (if athletic event), including direction of travel and detours.
- The location of all stages, platforms, scaffolding, loud speakers, bleachers, canopies, tents, portable toilets, booths, dumpsters and other temporary structures.
- The location of all approved signs, barricades, and barriers. All signage associated with the event shall be placed as not to interfere with vehicles, bicycles and pedestrians. Signs directing traffic shall be in accordance with the State of California Department of Transportation Manual on Uniform Traffic Control Devices latest edition (California MUTCD).
- Any signs that the event organizer plans on using to direct athletic event participants (may not imitate traffic control signs in any way)
- Other related event components not listed above

**Support Request:** Traffic  Crowd Control  Street Closure  Other

*The Public Works Department will consider your request for support; however, a request does not guarantee support. If your event is requesting support from the City, please plan accordingly and submit your application **no less than two months prior to the event date**. Requests for support require approval by the Carpinteria City Council or their designee.*

### PLEASE BE SURE YOUR APPLICATION IS COMPLETE!

In addition to the items above, your application must include the following items to be considered for approval:

- Application Fee (\$135/non-profits, \$570/for-profits)
- Insurance Indemnification\*
- Proof of Insurance
- Additional Insured Endorsement

\*Not less than one million dollars (\$1,000,000) combined single limit for both bodily injury and property damage. The policy or policies shall also contain a provision that no termination, cancellation, or change of coverage for the insured or additional insured shall take effect until ten (10) days notice has been given in writing to the City Clerk of the City of Carpinteria.

**Please attach any additional information including maps, descriptions, and insurance information. Your permit will not be processed unless it is complete.**

#### 4. CONDITIONS OF USE

##### A. PERMIT CONDITIONS

1. An EVENT is not considered permitted until (1) EVENT ORGANIZER delivers to the City of Carpinteria the Special Event permit application, application fee, certificate of insurance and additional insured endorsement, written evidence of permits and licenses, and any other items deemed necessary by the City of Carpinteria; and (2) the City of Carpinteria, in its sole discretion, approves such permit in writing.
2. EVENT ORGANIZER shall provide the City with a single contact who is to serve as the representative for EVENT ORGANIZER's activities.
3. EVENT ORGANIZER shall be responsible for securing all required permits and licenses.
4. The EVENT shall be used for the purpose stated in this agreement and no other use will be permitted.
5. EVENT ORGANIZER shall not use the City of Carpinteria's name to suggest endorsement or sponsorship of the event without prior written approval of the City of Carpinteria Public Works Director or his/her designee. EVENT ORGANIZER's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
6. EVENT ORGANIZER shall permit any City of Carpinteria officers, employees, or agents to visit the event described in this permit.
7. EVENT ORGANIZER is an independent contractor and not the agent or employee of the City of Carpinteria.

##### B. INDEMNIFICATION AND INSURANCE

1. EVENT ORGANIZER shall indemnify, defend, and hold harmless the City of Carpinteria, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with EVENT ORGANIZER's use or occupancy of the EVENT and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of Carpinteria, its officers, employees, or agents.
2. **General liability insurance.** EVENT ORGANIZER shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability. Such insurance shall name the City of Carpinteria, its officers, employees, agents, and volunteers as additional insureds prior to the date of the permit. EVENT

ORGANIZER shall file certificates of such insurance with the City of Carpinteria, which shall be endorsed to provide ten (10) days notice to the City of Carpinteria of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the City of Carpinteria may deny access to the EVENT.

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the EVENT ORGANIZER maintains higher limits than the minimums shown above, the City of Carpinteria requires and shall be entitled to coverage for the higher limits maintained by the EVENT ORGANIZER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Carpinteria.

3. EVENT ORGANIZER shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with EVENT ORGANIZER's use or occupancy of the City of Carpinteria's facilities and adjoining property to the City of Carpinteria Public Works Director or his/her designee, in writing and as soon as practicable.
4. EVENT ORGANIZER waives any right of recovery against the City of Carpinteria, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. EVENT ORGANIZER shall not charge results of "acts of God" to the City of Carpinteria, its officers, employees, or agents.
5. EVENT ORGANIZER waives any right of recovery against the City of Carpinteria, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with EVENT ORGANIZER's use or occupancy of the EVENT and adjoining property, even if the City of Carpinteria, its officers, employees, or agents seek recovery against EVENT ORGANIZER.
6. The City of Carpinteria makes no warranty, express or implied, as to the suitability of any roadway, bikeway or sidewalk for the event proposed. Not all City facilities are specifically designed for use as proposed.

## **C. SECURITY**

1. The City of Carpinteria, at its sole discretion, may require a certain number of security or Sheriff officers for the event. EVENT ORGANIZER shall be responsible for

procuring and paying for officers through the City of Carpinteria or a private security agency.

2. EVENT ORGANIZER is solely responsible for supervising all individuals at the EVENT and adjoining property during the event. The City of Carpinteria is not responsible for providing this supervision. However, the City of Carpinteria may evict individuals from the EVENT during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.

#### **D. SET UP / CLEAN UP / TRAFFIC CONTROLS**

1. All participants shall sign written acknowledgment stating the following: 1) the California Vehicle Code must be complied with, including but not limited to section 21464, "Interference with Traffic Devices" and 2) that due caution shall be exercised.
2. This permit for use of the public rights-of-way for the subject event is not intended to provide participants with any guarantee of safety in completing the proposed activity. Participants shall be responsible for their own safety in using the public rights of way.
3. It is the responsibility of the EVENT ORGANIZER to inspect and monitor the physical condition of the event route, including but not limited to pavement conditions, areas that may be effected by weather changes and traffic volumes, and determine the suitability of the route for the proposed event.
4. 'No Parking' signs shall be installed 72 hours prior to the EVENT in those areas where parking will be affected.
5. Barricades/cones shall be installed one half hour (minimum) prior to beginning of event and shall be removed immediately upon completion of the event. Vehicles shall be placed on the event side of the barricades as an added measure of protection. All barricades shall be monitored to ensure emergency vehicles can enter and exit the event location without impediment.
6. All traffic control signage notifying motorists of approved road closures and detours shall be in conformance with the California Manual on Uniform Traffic Control Devices.
7. The EVENT ORGANIZER shall conduct a briefing for all event monitors explaining the conditions of this permit. Unsatisfactory conduct by event monitors, promoters or sponsors is grounds for revocation of this permit and/or denial of future permits.
8. EVENT ORGANIZER shall not use any permanent markings or fasteners in any part of the public right-of-way and shall not make or allow to be made any alterations of any kind therein.
9. EVENT ORGANIZER shall be responsible for all cleanup of the EVENT, including adjacent grounds, at the end of the EVENT. EVENT ORGANIZER shall pick up, bag, and remove all trash and any markings generated by all activity in any way connected with its use of the EVENT, leaving the public right-of-way clean and free of all trash and litter. EVENT ORGANIZER shall also leave all fixtures, if any, in good working condition.

10. EVENT ORGANIZER shall not store any equipment or materials at the EVENT or adjoining property without the prior written approval of the City of Carpinteria Manager or his/her designee.
11. EVENT ORGANIZER shall be responsible for any and all damage to the EVENT and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, EVENT ORGANIZER shall be charged for any and all janitorial and/or repair fees incurred by the City of Carpinteria as a result.

#### **E. EQUIPMENT / ACCESSORIES**

1. EVENT ORGANIZER shall not remove, relocate, or take City of Carpinteria property outside of the EVENT for any reason without the prior written approval of the City of Carpinteria Public Works Director or his/her designee.
2. EVENT ORGANIZER shall not use City of Carpinteria equipment, tools, or furnishings located in or about the EVENT without the prior written approval of the City of Carpinteria Public Works Director or his/her designee.
3. EVENT ORGANIZER shall not drive motorized vehicles on field or green space.
4. The City of Carpinteria does not provide audio/visual systems, public address systems, spotlights, floodlights, or projectors. EVENT ORGANIZER, at its own cost, may bring these systems into the EVENT for their use.
5. EVENT ORGANIZER shall secure the approval of the City of Carpinteria before using audio/visual systems, public address systems, and live or recorded amplified music. EVENT ORGANIZER shall not record, televise, or broadcast the event or any portion thereof without prior written approval of the City of Carpinteria Public Works Director or his/her designee.

#### **F. MISCELLANEOUS**

1. EVENT ORGANIZER shall comply with all local, state, and federal laws and regulations related to the use of the EVENT. The EVENT ORGANIZER agrees to abide by all applicable federal and state accessibility standards and regulations.
2. EVENT ORGANIZER shall not admit a larger number of individuals than can lawfully, safely, and freely move about the EVENT.
3. Gambling of any kind is not permitted at the EVENT.
4. The EVENT shall comply with Municipal Code §8.52 Smoking Regulations. The Code prohibits smoking in all public places where other persons can be exposed to secondhand smoke. Pursuant to §8.52.060 D, the applicant shall designate a smoking area where smoking may be permitted subject to the conditions listed in §8.52.060 C of the Carpinteria Municipal Code.
5. If EVENT ORGANIZER violates any part of this permit or reports false information to the City of Carpinteria, the City of Carpinteria may refuse EVENT ORGANIZER future

permits and EVENT ORGANIZER shall forfeit a portion of or all of the fee and/or the deposit.

6. The City of Carpinteria may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
7. Any person aggrieved by the City of Carpinteria's decision with respect to this permit may appeal to the City of Carpinteria Public Works Director or his/her designee in writing no later than five (5) days after the City of Carpinteria's decision has been communicated to the aggrieved party.
8. If any provision of this permit is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**IMPORTANT**

**I am an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Email

**City of Carpinteria USE ONLY**

Permit fee \_\_\_\_\_

Total paid \_\_\_\_\_

Deposit \_\_\_\_\_

Deposit returned \_\_\_\_\_

**APPROVED BY:**

\_\_\_\_\_  
Sheriff's Department

\_\_\_\_\_  
Public Works Director

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

