

Permit Application for Special License for Use of Public Property



### **Applicant Information**

Event Name:	
Event Date:	
Organization:	
Name:	
Address:	
City:	_ State: Zip Code:
Phone:	_Cell:
On-site Contact:	_ Fax:
Check Applicable Location:	

# \_\_\_\_Civic Center Parking Lot \_\_\_\_East End Promenade \_\_\_\_ \_\_\_Plaza of the Flags \_\_\_\_Sidewalk or Alley \_\_\_\_ \_\_\_Second Street Promenade \_\_\_\_Third/Bush Parking Lot \_\_\_\_

\_\_\_\_Plaza of the Sun \_\_\_\_Street Closure/ Right of Way \_\_\_Other Civic Center Location

# Read & Initial

### Submittal Requirements:

This application will not be reviewed without the following information attached:

- 1. A \$151.17 required permit fee payable to the City of Santa Ana. Refundable if application is \_\_\_\_\_(Initial) denied.
- 2. A site plan diagram showing what public property will be used and where any proposed \_\_\_\_\_(Initial) equipment (barricades, tables, stages, etc.) will be placed on the public property.
- 3. A full written description of the proposed event detailing all activities which will occur (Initial) on public property and a copy of letter to be sent to affected neighborhood association(s).
- 4. The attached petition form signed by 80% of the residents or businesses affected by \_\_\_\_\_(Initial) or within the boundaries of the requested use of public property.

Signature of Applicant

#### FOR OFFICE USE ONLY

Date Received: \_\_\_\_\_

Officer: \_\_\_\_

Date

FOR OFFICE USE ONLY

\_\_\_\_

Date Approved: Officer:

Event Information (Check All That Apply)					
Street ClosureParade	Fiesta/Fair	_Other			
Event:					
Day/Date(s) of Event:					
Hours: Set-Up: Event:					
Location: List all streets affected, including area of as					
Route to be traveled, if any:					
Approximate number of persons, animals, and/or ver Attach list of names and description of each participant, if n Estimated Attendance:	ecessary.	; 			
Will alcoholic beverages be served or sold? Yes No					
Will vendors participate in the event?*	*A CITY OF SANTA ANA BUSINE	SS LICENSE			
Yes No IS REQUIRED FOR ALL VENDORS. PI					
Will food vendors participate?	LIST VENDORS ON A SEPARATI				
Yes No Health Department Permit is Required Prior					
Will financial donations, gratuities or offerings be so		?			
Yes No	1 /				
Will game booths be on the premises?					
Yes No Attach a list indicating type of games and equ	ipment to be used.				
Is this application for a "Commercial Motion Picture					
Yes No					
PARADE					
Starting Location: End	ing Location:				
• Maximum length of parade from start to end:	feet				
· Estimated number of vehicles (trucks, cars, floats, e	tc.):				
· Minimum & maximum speeds to be maintained by	vehicles in the parade: Min.	_Max			
· Maximum interval of space to be maintained betwe	en units of the parade:	feet			
$\cdot$ Provide a current map route from start to finish and	show direction of travel, areas of	fassembly			
and disassembly					
· Attach a list of all parade entries					

### SPECIAL LICENSE ON PUBLIC PROPERTY AGREEMENT

### FAILURE TO ABIDE BY THESE REQUIREMENTS WILL RESULT IN REVOCATION OF PERMIT

The undersigned applicant, and any other persons, organizations, firms or corporations, on whose behalf this application is made, by filing this application do represent, stipulate, contract and agree to the attached conditions that they will jointly and severally indemnify and hold the City of Santa Ana and its officers and employees harmless against liability for any and all conduct of the event or its participants. In addition, the undersigned agrees to compensate the City for any damage to public property and ensure that the site shall be cleaned and restored to the condition in which it was found prior to the holding of the special event, or compensate the City for any and all associated clean-up costs.

I am the person(s) who executed the application for Permit to Use Public Property; all statements contained therein are true and correct to my own knowledge; I am the (Title): \_\_\_\_\_\_ of (Name of Organization): \_\_\_\_\_\_

and I am empowered to submit this application by direction and under authority of said organization. I declare under penalty of perjury that the foregoing is true and correct and that this declaration (was/is) executed on, (Date): \_\_\_\_\_\_ (Location): \_\_\_\_\_\_.

Signature of Applicant

 Name (Print)
 Phone Number

 Address
 Cell Number

 Fax Number

Email Address

# **Event Description**

For any event on property owned or controlled by the City, a detailed description of the event is required. Include activities and equipment to be used (i.e. loudspeakers, cooking devices, canopies etc.) or other usually noisy activities or devices that are proposed to be used or conducted at this event. For additional information, please attach a separate sheet of paper to this form

Will this event be publicized in any way?	Yes	No how:	(i.e, Radio, Internet, Flyer's, TV)

### **Event Description**

*The Following is Required*: Please complete an overall event layout as well as any fenced areas and/or a route map for parades, runs, walks, marches, etc. Maps must include location of: stages, bleachers, portable restroom facilities, alcohol dispensing areas, fencing line, entrances, exits and emergency exits, first aid, vendors, inflatables, rides, tents, canopies, booths or other temporary structures, and waste and recycling receptacles/dumpsters. For events with street closures, the site map and/or route map must include surrounding street names; directional arrows; street closure points; barriers/barricades; signs; start and finish area, water or first aid stations, and band/DJ locations.

### Site Plan Diagram

SAMC Sec. 10-22.2(11)

# **Standard Permit Requirements**

(Additional conditions or requirements may apply to this permit)

1. For street closures - "Temporary No Parking" signs with a minimum of one (1)	
inch lettering, must be posted a minimum of 24 hours prior to the street	
closure approximately every 30 feet. These signs must be purchased by the	
applicant and must meet all the required criteria.	(Initial)
*A Police Dept. Representative Signature is required on all "Temporary No Parking Signs"	
2. Barricades - The City of Santa Ana no longer provides street barricades for	
street closures. It is the applicant's responsibility to obtain through private	
contract, the barricades and their set-up. Approved Type II or Type III	
Barricades are required for each end of the street closure. A total of ten (10)	
barricades are needed for each end of the closures; five (5) set-up at each end	
of the street and a second set of five (5) set-up 25 feet beyond the first set, to	
create a buffer zone. No activity is to occur within this buffer zone.	(Initial)
3. The applicant will be required to purchase insurance naming the	
City of Santa Ana, it's officers, agents and employees as additional insured	
and a copy of the policy or certificate of insurance may be required to be filed	
with the City. You must contact City Risk Management at (714) 647-5475.	(= <b>.</b> )
Parades require the submittal of a Hold Harmless Agreement.	(Initial)
4. A litter control plan must be submitted with this application specifying the	
number of staff that will be devoted to litter removal during the event and	
how litter will be disposed of after the event.	(Initial)
5. This permit does not supersede any existing State or local statues. This permit	
does not allow the drinking of alcoholic beverages in public unless specifically	<b>(T • (• 1</b> )
granted by the approved permit.	(Initial)
6. Portable restrooms may be required to be supplied by the applicant for us at	/T · · · 1)
the event. A ratio of one (1) to every 250 participant/attendees is required.	(Initial)
7. The City does not provide electricity for the event. Applicant is required to provide	/T · · · 1)
their own electrical sources.	(Initial)
8. Noise level must not exceed existing Noise Ordinance levels specified in SAMC	(1:4:.1)
sections 10-153, 18-308 and 18-321, inclusive.	(Initial)
9. The parking of non-permitted vehicles in a permit parking area outside of the	
approved street closure will only be allowed if an approved parking exemption	
is obtained from the Traffic Engineering Section of the Public Works Agency.	
The "Temporary On-Street Parking" and Police Temporary Non-Enforcement Form" may be obtained directly from the Traffic Engineering Section.	(Initial)
	(Initial)
If this approval is not obtained, all non-permitted vehicles are subject to citation.	
10. When metered parking stalls are to be affected by the street closure/event, the applicant will be assessed fees/dues prior to the event. The current fee is \$6.00	
	(Initial)
a day per meter.	

# **Petition For Event**

80% of all Business and/or Residential Property Owners or Lessees within the Road Closure Must Give their Consent for a Special Event

Event:	
Date(s):	
Location	]:

Print Name & Sign	Address	Phone	Accept Yes	Accept No
x				
_x				
x				
x				
_ x				
x				
_ x				
x				

### <u>City of Santa Ana</u> <u>Risk Management Division</u>

#### Insurance Requirements for Short-Term Rental of City Facilities and Outdoor Special Events on Public Property

Applicant/lessee ("Contractor") shall procure and maintain for the duration of the rental/use period insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the use of the facilities and the activities of the applicant, his guests, agents, representatives, employees, of subcontractors. The permit issued by the City of Santa Ana is a legal contract between the City and the Contractor.

### Minimum Scope and Limit of Insurance

### Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence limit.

If the Contractor maintains higher limits than the minimums shown above, the City of Santa Ana requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Santa Ana.

### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

### 1. Additional Insured Status

The City of Santa Ana, its officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the rental of the facility, work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or, if not available, through the addition of both CG 20 10 and CG 20 37, if a later edition is used).

### 2. Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be the primary insurance as it respects the City of Santa Ana, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Santa Ana, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

### 3. Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

### 4. Waiver of Subrogation

Contractor hereby grants to the City of Santa Ana a waiver of any right to subrogation which any insurer of said Contractor may acquire against there City of Santa Ana by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. This provision applies regardless of whether or not the City of Santa Ana has received a waiver of Subrogation endorsement from the insurer.

### Special Risks or Circumstances

The City of Santa Ana reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage or other special circumstances.

### Verification of Coverage

Contractor shall furnish the City of Santa with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Santa Ana at least ten (10) days before Contractor commences activities.

The City of Santa Ana has a Special Event/Tenant/User insurance program through which general liability insurance may be purchased for most events/facility rentals.

Please contact Risk Management at (714) 647-5470 for more information.

City of Santa Ana Risk Management Division, M-28 20 Civic Center Plaza Santa Ana, CA 92701

General Line: (714) 647-5470 Fax:(714) 647-5311