



APPLICANT: _____ Organization _____
If applicable, what type of Organization: [] Service Club [] Church [] Other: _____
Mailing Address: _____ City _____ State _____ Zip _____
Tel _____ Fax _____ Email _____

CHECK ALL THAT APPLY:
[] Open to the Public [] Amplified Music/Speech [] Alcoholic Beverage [] Amusement/Mechanical Rides [] Fundraiser
[] Sports Field Lighting Start Time _____ End Time _____ [] Bounce House/Water Slide [] Electricity [] Water
[] Food Sales *Must provide copy of Food Vendor License issued by the Kern County Health Department

GROUP PARK FACILITY USE PERMIT:
Name of Park: _____ Area of Park: _____
Day(s) _____ Date(s) _____ Start Time _____ End Time _____
Number of Persons Expected: Adults _____ Juveniles _____ Total _____
Purpose/Nature of Event: _____
Equipment to be Brought into the Park _____
Provisions for Security and Medical Aid _____

AMPLIFIED MUSIC/SPEECH PERMIT: (Municipal Code 12.32.150 -160)
Time of Use _____ Wattage _____ Maximum Distance Music will be Heard _____

AMUSEMENT/MECHANICAL RIDES: By Council Approval Only
1. No Amusement Ride shall be operated in the City of Shafter unless such ride has a valid TAR Permit and a Certificate of Inspection issued by the State of California. 2. Certificate shall be posted on or near the amusement ride in a location where it can be easily seen and accessible at the request of authorized City Staff. 3. Other City Permits may be required.

ALCOHOLIC BEVERAGE POSSESSION OR CONSUMPTION PERMIT: (Municipal Code 12.32.070)
Type of Alcohol: _____

ALCOHOLIC BEVERAGE SALE PERMIT: (Attach Copy of ABC License) (Municipal Code 12.32.070)
Purpose of Sale _____
Type of Alcohol _____ Tax Exempt No. _____

Table with 2 columns: DECLARATION STATEMENT and INITIAL. Contains 5 numbered conditions for park use.

By initialing and signing this application, the applicant agrees to the rental policies set forth. If violations to any of these conditions in this agreement occurs, the applicant may be subject to additional fees and may lose the privilege of use of this facility in the future. I certify that I am the applicant or authorized agent and that the information filed is true and correct to the best of my knowledge.

Applicant's Signature _____ Date _____

Park Hours are 5 a.m. to 10 p.m. An Application for Park Usage must be filed not less than one day prior to the event date, but no more than 120 days, before the event. Sales of food, drink, or clothing must also be approved by the Kern County Health Department. A permit to possess, consume, or sell alcoholic beverages requires prior City Council approval and must be submitted 21 days prior to the event date. A park permit may be revoked at any time if the permit holder fails to comply with all applicable regulations. Any violation is guilty of a misdemeanor and upon conviction thereof, shall be punishable by a fine not to exceed \$300 or by imprisonment for 90 days or both. Approval or denial of the application may be appealed to the City Council by filing a written appeal with the City Clerk within 5 days of mailing or delivery of such decision. The City Council shall hold a hearing within 14 days of filing the appeal. The decision of the Council shall be final.

REGULATIONS AND PROHIBITED ACTS IN PARKS (Shafter Municipal Code Chapter 12.32)

1. Play golf or archery or fly motor-driven model aircraft (except in designated areas).
2. Vandalize or damage any park trees or other vegetation, buildings, benches, equipment or facilities.
3. Light any fire (except in grills and pits).
4. Tamper with pipes, outlets or fixtures.
5. Litter in any manner.
6. Drive or park motor vehicles or bicycles (except when authorized on park permit).
7. Ride horses or other animals.
8. Allow dogs to run loose.
9. Interfere with other persons or groups who have reserved park areas.
10. Obstruct paths and passage ways.
11. Possess or use any weapon.
12. Camp or lodge overnight, except by permission of the City.
13. Operate a radio or other audible device loud enough to be heard 50 feet from the radio or device.
14. Amplified music, speech or sound, except by permit.
15. Possess, consume or sell alcoholic beverages, except by permit issued by the City Council.
16. Power driven mechanical rides also referred to as Amusement Rides require City Council approval.
17. Any violations of law.

INSURANCE REQUIREMENT:

City Council Resolution 888 requires that a Certificate of Insurance shall be submitted if the event is open to the public; is a fund-raising activity; is expected to have: more than 100 persons attending; amplified music; amusement rides; or alcohol consumption. The permittee must obtain a policy or policies of public liability and property damage insurance naming the *City of Shafter, its Officers, Employees, City Council members, Agents, Boards and Commissions as Additional Insured.* Is Certificate of Insurance required? Yes No

REQUEST FOR WAIVER OF FEES:

The City Manager or his designee may approve waiver of the fees to non-profit organizations if the event will benefit or enhance the community. Non-profit organizations must be tax-exempt and possess a 501 (c) active status with the IRS. Are you requesting fee waiver? Yes No A non-profit organization? Yes No Tax ID _____
 How will this event benefit or enhance the public/community? _____

 Signature _____

FOR OFFICE USE ONLY

Received by _____ Date _____ Time _____
 Fee Waived: Yes No Fee \$ _____ Cash _____ Check No. _____ Receipt No. _____

PARK PERMIT APPROVAL: Approved Approved with Conditions Denied
GROUP PARK FACILITY USE: Public Works Director: _____
PERMIT REVIEW: City Manager _____
PERMIT REVIEW: Chief of Police _____

**RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT
AND WAIVER OF LIABILITY FOR THE CITY OF SHAFTER, CALIFORNIA**

This **Release, Hold Harmless And Indemnification Agreement** (“**Agreement**”) is made and entered into by and between the **City of Shafter, California**, a California municipal corporation organized under the laws of the State of California (“**City**”), and _____ (“**User/Renter**”). In consideration of the covenants, promises, representations, and warranties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, intending to be legally bound hereby, the parties agree as follows:

User/Renter has reserved and rented the following property, venue, or space owned or operated by **City** and commonly referred to as _____, which is located at _____, Shafter, CA. **City** hereby grants permission to **User/Renter** to reserve, rent, enter, and use the above-referenced property for lawful and authorized purposes or events as further detailed in the records related to **User/Renter**’s reservation, use and rental of the referenced **City** property.

User/Renter hereby agrees to indemnify and hold harmless the **City**, and its officials, officers, employees, and agents from any and all suits, demands, claims, lawsuits, judgments, losses, penalties, actions, fines, costs, liabilities, debts, damages, and expenses, including but not limited to all reasonable legal fees and costs, from loss, damage, or injury to persons or property in any manner arising out of, allegedly arising out of, incident to, or connected to any acts, omissions, or misconduct in connection with the reservation, use, and rental described above whereby **User/Renter** enters, occupies, or uses the above-referenced **City** property. **User/Renter** further agrees to defend at **User/Renter**’s own expense, including but not limited to all reasonable legal fees and costs, the **City**, and its officials, officers, employees, and agents in any legal action based upon such acts, omissions, or misconduct.

User/Renter fully recognizes the dangers of entering, occupying, or using the above-referenced **City** property for lawful and authorized purposes or events and voluntarily assumes all risks of loss, damage, or injury to persons or property associated with his or her reservation, use, and rental.

User/Renter hereby releases **City** from any and all liability in any manner arising out of, allegedly arising out of, incident to, or connected to **User/Renter**’s reservation, use, and rental of the above-referenced **City** property. **User/Renter** understands and acknowledges that **City** is not liable for any loss, damage, or injury to persons or property associated with **User/Renter**’s reservation, use, and rental.

If any provision of this **Agreement** is held to be void or unenforceable, the remaining provisions shall continue in full force and effect. This **Agreement** shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice of law or conflict of law provision or rule in any other jurisdiction. This **Agreement** constitutes the entire **Agreement** between the parties with respect to the subject matters described herein, and supersedes any and all agreements or understandings, whether written or oral, between the parties with respect to such subject matters. All waivers of any provision hereunder shall be in writing and signed by both parties. The failure of either party to enforce at any time for any period any provision hereof shall not be construed to be a waiver of such provision.

This **Agreement** shall be effective on the date of execution by the parties, as indicated by the later date of the parties’ signatures below, and expires on the completion of the above-referenced reservation, use, and rental by **User/Renter** from **City**, which in no case should extend beyond the _____ day of _____, 20____.

USER/RENTER:

User/Renter [Print Name]

User/Renter [Signature]

Date