



COMMUNITY DEVELOPMENT DEPARTMENT

Building · Engineering · Planning · Public Works

336 Pacific Avenue
Shafter, California 93263
(661) 746-5002
(661) 746-9125 Fax

APPLICATION FOR SPECIAL EVENT PERMIT

Shafter Municipal Code 17.02.100 permits short-term placement of activities on privately or publicly owned property with appropriate regulations so that such activities are compatible with the surrounding areas.

The City’s Project Assistance Team is authorized to approve a special event permit if the event is expected to accommodate less than 50 persons. City Council approval is required if more than 50 persons will attend. The Project Assistance Team’s decision is final unless it is appealed to the City Council within 10 days following the date of decision.

In the event errors or omissions are discovered, the application will be deemed incomplete and will be returned to the applicant for revision. Road closure requires a separate Application for an Encroachment Permit. Use of a City-owned facility requires a separate Reservation Form.

APPLICANT: Name (Contact Person): _____

Name of Business or Organization (if applicable): _____

If Organization, what type: Service Club Church Other: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____ Phone: (____) _____

TYPE OF EVENT (concert, reception, parade, party, promotion, rally, wedding, parade, etc.)

DATE(S) OF EVENT: From: _____ To: _____

TIME OF EVENT: From: _____ To: _____

TIME SET-UP STARTS: _____ **TIME CLEAN-UP ENDS:** _____

NUMBER OF PERSONS EXPECTED TO ATTEND: _____

LOCATION OF EVENT: _____
Name of Facility/Address

Name of Property Owner: _____

FULL DESCRIPTION OF ACTIVITY: (check all that apply)

- Amplified speech or music Food to be served/sold Decorations/lights to be used
- Street closure (attach map) Barricades (attach map) Equipment to be brought in (specify below)

Additional Pertinent Information (attach additional sheet if necessary): _____

GENERAL REQUIREMENTS:

1. Execute a Hold Harmless Agreement. See “Insurance Requirement” below.
2. Provide a Certificate of Insurance with an Endorsement for the City of Shafter, if required. See “Insurance Requirement” below.
3. There shall be no disruption in normal vehicular traffic flow.
4. All City noise regulations must be observed.
5. Parking must be in authorized parking spaces only.
6. There shall be no alcoholic beverages at event without prior City Council approval.
7. Carefully observe Hours of Event, as stated on permit.
7. All set-up and clean-up is the responsibility of the permit-holder. Following the event, all facilities must be left in a clean and orderly condition.
8. If indicated, comply with any additional conditions that may have been imposed as Conditions of Approval following review of your application for a Special Event Permit.

INSURANCE REQUIREMENTS:

- | | | |
|------------------------------|------------------------------|-----------------------------|
| 1. Open to the Public | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Fundraising | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. More than 100 persons | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. Amplification | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5. Alcohol to be served/sold | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

If any one or more of the boxes above are marked YES, a Certificate of Insurance, must be filed two weeks prior to the event. The Certificate of Insurance must have an endorsement stating“**The City of Shafter, it’s Officers, Employees, City Council members, Agents, Boards and Commissions are named as additional insured,**” The following Hold Harmless Agreement is also required:

This is to certify that _____ agrees to indemnify and hold harmless the City of Shafter, its Employees, City Council members, Agents, Boards and Commissions from and against any and all claims, liability loss, costs, damages, fees of attorneys, and other expenses which the City may sustain or incur by reason of, or in consequence of, the use of City streets and land, including but not limited to, sums paid on liability judgments in relation to use of land and streets. Furthermore, 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. I understand that additional Conditions of Approval may be imposed on my event by the Project Assistance Team or the City Council, and I agree to comply with any conditions that may be required.

Applicant’s Signature _____ Date: _____

REQUEST FOR FEE WAIVER: (Only available to non-profit organizations if event is open to the public.)

Are you a non-profit organization? Yes No Is this event open to the public? Yes No

How will this event benefit the public/community? _____

_____, hereby requests waiver of the Special Event Application fee.
Name of Non-Profit Organization

Signature _____

CHIEF OF POLICE: Approved Approved with Conditions Listed Below Denied

Signature: _____ Date: _____

PROJECT ASSISTANCE TEAM: Approved Approved with Conditions Listed Below Denied

Signature: _____ Date: _____

CITY COUNCIL: Approved Approved with Conditions Listed Below Denied

Signature: _____ Date: _____

CONDITIONS OF APPROVAL

As part of the approval process for a Special Event Permit application, conditions may be imposed that are deemed necessary to ensure that the permit will be applied in accordance with the criteria outlined in the City Zoning Ordinance. These conditions may involve any factors affecting the operation of the temporary use or event. Conditions of Approval include the following items circled:

1. Provision of temporary parking facilities, including vehicular ingress and egress.
2. Regulation of nuisance factors such as, but not limited to, prevention of glare or direct illumination of adjacent properties, noise, vibration, smoke, dirt, odors, gases, and heat.
3. Regulation of temporary buildings, structures, and facilities, including placement, height and size, location or equipment and open spaces including buffer areas and other yards.
4. Provision of sanitary and medical facilities.
5. Provision of solid waste collection and disposal.
6. Police and fire concerns.
7. Provision of security and safety measures.
8. Regulation of operating hours and days, including limitation of the duration of the special event to a shorter time period than requested.
9. Submission of a performance bond or other surety device to assure that any temporary facilities or structures used for the proposed special event will be removed from the site within a reasonable time following the event and that the property will be restored to its former conditions.
10. Submission of a site plan indicating any information required by the Zoning Ordinance.
11. A requirement that the approval of the requested special event permit is contingent upon compliance with the Zoning Ordinance and with other applicable provision of other ordinances, resolutions, or regulations.
12. Other conditions that will ensure the operation of the proposed special event in an orderly and efficient manner and in accordance with the intent and purpose of the Zoning Ordinance.
13. Additional Conditions of Approval: _____

FOR OFFICE USE ONLY

Received by _____ Date _____ Zoning of Property _____

Fee Waived: Yes No Fee: \$ _____ Cash _____ Check No. _____ Receipt No. _____

Yes NA Park Use Permit Issued Yes NA Insurance Certificate Filed

Yes NA Encroachment Permit Issued Yes NA ABC License

**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