

**MENDOCINO CITY COMMUNITY SERVICES DISTRICT
APPLICATION FOR SPECIAL EVENT PERMIT**

Fees: Administrative _____\$200.00
Board Approval _____\$300.00

The District's Special Event Guidelines shall be the presiding reference for processing this application.

Application Date: _____

Applicant/Organization _____

Title of Event _____

Type of Event _____

Assessor's Parcel Number(s): _____

Street Address of Event _____

Contact Person _____

Telephone _____

Fax _____

Email _____

Date(s) of Event _____

Event of Setup Date _____

Event Dismantle Date _____

Estimated Attendance Total _____ Per Day _____

Event Co-Sponsors _____

Event Description _____

UTILITIES:

District does not provide power and water for the special event. Applicant is responsible for cutting the grass on public property prior to the Special Event.

REQUIRED DOCUMENTATION:

1. Include a detailed Event map.
2. Attach Event Safety Plan, which includes site security
3. List of vendors
4. Will food and beverages be sold? Yes_____ No_____
- If yes, contact Mendocino County Environmental Health at (707) 234-6625 to obtain temporary food facility permit(s)
5. Will alcohol be served or consumed? Yes_____ No_____
- If yes, a California State Alcohol Beverage Control permit is required. ABC permit application can be downloaded at <https://www.abc.ca.gov>
6. Attach Traffic Control Plan, which includes an offsite parking plan
7. A letter of clearance from the Mendocino Fire Protection District is required prior to issuance of Special Event Permit.

INSURANCE REQUIREMENT:

PERMITTEE SHALL PROCURE AND MAINTAIN THROUGHOUT THE DURATION OF THE Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the PERMITTEE'S use of the Mendocino City Community Services District (MCCSD) premises. PERMITTEE shall provide current evidence of the required insurance in a form acceptable to MCCSD and shall provide replacement evidence for any required insurance, which expires prior to the completion, expiration or termination of this permit.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in Section (fill in appropriate section #) or the extent to which PERMITTEE may be held responsible for payments of damages to persons or property.

I. Minimum Scope and Limits of Insurance

A. Commercial General Liability Insurance. PERMITTEE shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.

B. Business Automobile Liability Insurance. PERMITTEE shall maintain business automobile liability insurance or an equivalent from with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles. (This coverage is not required if PERMITTEE shall not use or operate automobiles in connection with the permitted event.

C. Host Liquor Liability. PERMITTEE shall maintain a host liquor liability policy with a limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit. (This coverage is not required if PERMITTEE shall not sell, serve or distribute alcohol beverages on or from the MCCSD premises.)

II. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the MCCSD.

III. Other Insurance Provisions

The required insurance policies shall contain or be endorsed to contain the following provisions:

A. The MCCSD, its elected or appointed officials, officers, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of the use of the MCCSD premises; or with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of PERMITTEE. The coverage shall contain no special limitations on the scope of its protection afforded to the MCCSD, its officials, officers, employees, agents and volunteers.

B. This insurance shall be primary insurance with respect to the MCCSD, its officers, employees, agents and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by the MCCSD, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.

C. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the MCCSD.

IV. Acceptability of Insurers

All required insurance shall be placed with insurers acceptable to the MCCSD with current BEST'S ratings of no less than B+. All insurers shall be licensed by or hold admitted status in the State of California.

V. Verification of Coverage

PERMITTEE shall furnish the MCCSD with certificates of insurance which bear original signatures of authorized agents and which reflect insurer's names and addresses, policy numbers, coverage limits, deductibles and self-insured retentions. Additionally, PERMITTEE shall furnish certified copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by MCCSD thirty (30) days before PERMITTEE uses premises. The MCCSD reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

HOLD HARMLESS:

(Permittee)_____ shall indemnify, defend, save and hold harmless the MCCSD and its officers, officials, agents, and employees from and against any claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation)(hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Permittee or any of its owners, officers, directors, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Permittee to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that MCCSD shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the MCCSD, be indemnified by Permittee from and against any and all Claims. It is agreed that Permittee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of permission to hold the Special Event, Permittee agrees to waive all rights of subrogation against MCCSD, its officers, officials, agents, and employees for losses arising out of or resulting from the event.

I HAVE READ AND UNDERSTAND THE ABOVE_____

Signature of Applicant

DATE_____

By signing below, the applicant represents that all information contained herein is accurate, and the applicant agrees and acknowledges that the insurance and indemnity obligations set forth herein shall constitute a contract between the applicant and the Mendocino City Community Services District upon issuance of a Special Event Permit. The person signing below represents that he or she is either the applicant or is authorized to sign this application on behalf of the applicant and bind the applicant.

Executed in _____, California on _____ 20__

Signature of Applicant