



**CITY OF PLACENTIA
SPECIAL EVENT PERMIT**

**ALL APPLICATIONS MUST BE SUBMITTED NO
LESS THAN 10 WORKING DAYS PRIOR TO
EVENT**

**Private
Property**

 **City
Property**

FOR OFFICE USE ONLY:

Date Received: _____

Date Approved: _____

Approval Denied

Comments:

Applicant Name _____
Applicant Address _____ City _____ Zip _____
Telephone Number _____
Organization Name _____ Phone _____
E-Mail _____
Location of Event _____
City Property Being Requested, If Any _____
Date (s) of Use _____
Estimated Attendance _____ Type of Activity _____
Hours: _____

Is the sponsor of this event a Non-Profit organization?	YES ___ NO ___	Will you be serving food?	YES ___ NO ___
PYLUSD event?	YES ___ NO ___	Will you be installing tents, canopies or booths?	YES ___ NO ___
Will there be a charge for admission?	YES ___ NO ___	Will you be providing portable toilets?	YES ___ NO ___
Will the general public be admitted?	YES ___ NO ___	Will you be providing security personnel?	YES ___ NO ___
Will you be closing any public streets or parking lots?	YES ___ NO ___	Will this event be insured?	YES ___ NO ___
Will you be having live music or amplified music?	YES ___ NO ___	Bingo/Gambling?	YES ___ NO ___
If so what type _____		Inflatables? (Proof of insurance required)	YES ___ NO ___
Alcoholic Beverages?	YES ___ NO ___	Food Sales?	YES ___ NO ___
(Copy of ABC permit must be attached)		(Copy of Health Department permit must be attached)	
Placentia Fire Life Safety Approval	YES ___ NO ___		

A agree to the terms and conditions of this application and agree to comply with all public safety requirements set forth by the City of Placentia for this event/activity. I have read the reverse side of this application and, if applicable, agree to comply with City of Placentia requirements covering block parties, sales of alcoholic beverages, bingo gambling, community based organization events or Placentia Yorba Linda Unified School District sponsored functions. It is further understood that sound amplification systems used during this event may not disturb and other persons, per Placentia Municipal Code 10.32.030, City Ordinance 450 2,1967. If as a result of complaints received for violation of California Penal Code Section 415 (disturbance of the peace), officers are dispatched to the location of the above event, a second police call will result in a service fee for all City personnel and equipment costs expended during the second and any subsequent returns to this location.

I HAVE READ AND UNDERSTAND ALL OF THE ABOVE:

DATE: _____

ROUTING:

Police Department Fire & Life Safety Community Services Public Works Finance CA

Requested Street Closures: _____ Approved by Public Works

Encroachment Permit Required YES ___ NO ___ Fee: _____

Number of Police Officers Required _____

Equipment Charges YES ___ NO ___ Cost: _____

Number of Community Services Staff Required _____ Cost: _____

Business License Required YES ___ NO ___ Fee: _____

Community Services Permit Issued for use of facility YES ___ NO ___ Permit # _____

APPROVALS:

P.D. Fire C.S. P.W. Finance City Administrator

Block Parties: a block party involving the temporary closure of a street to traffic may be held after complying with the requirements set forth in resolution no. 1007.

1. The Chief of Police of the City is authorized to grant or deny such a permit request. Any appeal of denial may be made to the City Council.
2. Whenever any person(s) seeks to temporarily close a street, he/she shall certify in his application that:
 - a. The street or portion thereof to be closed as a local residential street which will not materially obstruct the flow of through traffic.
 - b. The written consent of two-thirds (2/3) of the occupants adjacent to the portion of the street to be closed has been obtained. (these signatures to be submitted with activity permit request.)
 - c. Barricades (highway approved only) shall be placed as directed by City officials. These can be obtained from local equipment rental and sign companies. Consult the telephone Yellow Pages for local vendors.
 - d. Access by emergency vehicles into the closed street shall not be unduly obstructed.
 - e. At the close of the event, the public area shall be cleaned and all barricades shall be removed by the applicant.
- a. It is expressly prohibited to allow alcoholic beverages on the public right-of-way.

Sales of Alcoholic Beverages: if alcoholic beverages are to be sold, a permit to do so must first be obtained from the Department of Alcoholic Beverages, 28 Civic Center Plaza, Room 369, Santa Ana, phone number 714-558-4104. This ABC permit must cover the duration of the event and a copy of the ABC permit shall be submitted with the request for Activity permit.

Placentia Yorba Linda Unified School District Sponsored Functions: when contracting for the service of police officers, there is minimum fee of four (4) hours salary for each officer. In the event the activity lasts beyond four hours, the applicant shall be required to pay the City the additional hourly salary for each officer assigned to the event. If the event is cancelled, failure to notify the Police Department 48 hours prior to the scheduled start of the event may result in P.Y.L.U.S.D being charged for the four hours minimum for the number of officers requested. The final decision of the number of officers required at the event rests with the Chief of Police or his designee. (this number may differ from the number being requested by the school.)

Bingo: PMC 10.26.030 license required. It is unlawful for any person, business, firm, corporation, or other entity to conduct Bingo games without a license issued pursuant to this chapter. (Ord. O-2011-09 § 2, 2011).

PMC 10.26.020 organizations eligible for city license to conduct charity Bingo games. The organizations and associations eligible to apply for the City for a license to conduct charity Bingo games in the City under the provisions section 326.5 of the Penal Code and the provisions of this chapter include:

- 1) Organizations and associations exempted from the payment of Bank and Corporation Tax per Section 23701d of the Revenue & Tax Code, provided they are licensed by and within the City and have been exempted by the Revenue & Tax Code for a minimum period of one (1) year immediately preceding the date of applications.
- 2) Senior citizen's organizations, provided the proceeds are used only for charitable purposes and the organization has been licensed and/or in operation within the City for a minimum period of one (1) year immediately preceding the date of application.
- 3) Mobile home park associations, provided the proceeds are used only for charitable purposes.

Qualified organizations desiring to conduct charity Bingo must contact the Business License Department of the City of Placentia to complete the appropriate application, phone number (714) 993-8230.

Gambling: the California Penal Code defines a lottery as "any scheme for the disposal or distribution of property by chance, among persons who have paid or promised to pay any valuable consideration for the chance of obtaining such property or a portion of it, or for any share or any interest in such property. Upon any agreement, understanding, or expectation that is to be distributed or disposed of by lot or chance, whether called a lottery, raffle, or gift enterprise, or by whatever name the same may be known." the following games are considered a lottery. Games such as Las Vegas Night, Monte Carlo Night, punchboards, drawings, Fargo, Monte, Roulette, Rouge et Noire Rondo, Fan-Tan, Tan, Poker, dice or any device for money, checks, credit or prize. All such games are illegal. The City of Placentia Police Department will strictly enforce gambling laws. The Orange County District Attorney's Office has advised us that they will file criminal complaints against anyone engaged in such activity.

Further questions regarding any events held in the City of Placentia may be directed to the Police Department by calling 714-993-8164.

City of Placentia Facility/Parks Rules & Regulations

Prior to Facility Reservation

The permit holder must be 21 years of age and provide proof of age when booking a facility.

Permit holder must be present at all times during the reservation.

Permit holder's responsibility is to finish clean-up of the facility at the specified time the permit ends. Clean-up includes: **clean-up of all spills, removal of all decorations, cleanup of kitchen and place all trash in trash receptacles.**

Staff responsibility: Staff will remove all tables and chairs, sweep the floor, and dispose of trash in dumpster outside.

Refund Policy: Deposits are paid to ensure proper clean-up and to cover any replacement, repairs, damage or loss. All deposits may be refunded within 2-3 weeks, **if proper clean-up is completed and no breakage or damage has occurred.** Staff will notify permit holder of any spills and areas that must be cleaned up

All fees must be paid in full no less than 14 days before event, or the use shall be determined as being cancelled.

An Activities Permit must be obtained from the Community Services Department if using amplified sound.

Inflatables: The use of a company to provide professional inflatables services is allowed with prior approval by The City **and** proof of insurance (see 'Inflatable Services Requirements')

A facility layout must be submitted to the Community Services Department 14 days prior to the Facility Rental date.

Cancellation Policy: A \$25.00 cancellation fee will be applied towards the existing deposit for all cancellations.

Any modifications to the facility rental require a 14 calendar-day notification. Please note that not all modifications can be guaranteed.

Cancellations made within 14 calendar days of the reservation date will result in half of the deposit being withheld (cancellation fee included).

The **Whitten Community Center** kitchen must be rented for an **additional fee of \$139.00**. Kitchen rental includes use of refrigerator, countertops, stove, sink, and oven. The facility does not provide any pots, serving dishes or utensils. It is the **permit holder's responsibility to clean the kitchen.** *If the kitchen has not been reserved, this area will be locked and there will be no use of the kitchen during the reservation.*

During the Facility Reservation

Alcoholic beverages are **prohibited in and around** all City facilities.

In the event a staff person has not been assigned to supervise your Facility Rental when you arrive on site, please contact the City of Placentia Police Department at (714) 993-8111.

Supplies/items **MAY NOT** be dropped off and caterers may **not** utilize the facility until the contracted time.

There is no use of smoke machines, fog machines, and incense. No candles, open flames, inflatables, confetti, piñatas, rice, glitter, glow sticks, or birdseed are allowed.

Staples and tape are prohibited to hang decorations from trees, tables, walls, patios, and parking lots.

No objects shall be suspended or attached to ceiling, walls, windows, or stage.

Warming trays, chafing dishes, and sterno may all be used inside facility.

Propane barbeque grills are permitted outdoors in designated areas only. Permit holder must provide a grease pan for each barbeque grill.

Patrons shall be liable for personal injuries or property damages arising from their reservation.

Permit Holder **Name:** _____ has read and understands his/her responsibilities

regarding their permit for use of _____ on _____.

Signature

Date

Inflatable Services Requirements

The City of Placentia allows the use of an inflatable* service company by a permit holder on City Property granting the following insurance conditions are met:

Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit

Certificate Holder shall be: City of Placentia 401 E. Chapman Avenue Placentia, CA 92870

The City of Placentia must be an additional insured for liability arising out of ongoing operations by or on behalf of the vendor. Additional Insured Endorsement shall be at least as broad as ISO form CG 20 26. An example of an acceptable endorsement would be:

"The City of Placentia, its officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Vendor pursuant to its contract with the City; products and completed operations of the Vendor; premises owned, occupied, or used by the Vendor; and automobiles owned, leased, hired, or borrowed by the Vendor. "

The insurance provided to the City of Placentia as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by the City of Placentia.

Vendor grants to the City of Placentia a waiver of any right to subrogation which any insurer of Vendor may acquire against the City of Placentia. By virtue of the payment of any loss under such insurance, the Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The above requirements must be met 14-days prior to the event date. Failure to satisfy these requirements will result in a permit being denied or cancelled (see cancellation policy). It is recommended to submit certificates of insurance promptly as these documents need to be reviewed and may be sent back for revision. A sample certificate is attached for reference.

Please Email Certificates to Communityservices@placentia.org

For more information, please call the Community Services Department at 714-993-8232

*Inflatables refers to jumpers, bounce houses, and inflatable obstacle courses.

**CITY OF PLACENTIA FACILITY RENTAL WAIVER
AND
RELEASE OF LIABILITY**

I, _____, (Full legal name)(“Applicant”) desire to rent _____ facility (“Facility”) on _____ (Date). I understand that any false statements are grounds for denial or revocation of this Application.

In consideration for rental of the Facility, I agree as follows:

The City of Placentia (the “City”) reserves the right to cancel this Agreement at any time. In the event of an EMERGENCY OR AFTER OFFICE HOURS, please call 714-993-8111.

I specifically accept responsibility for any damage to the Facility, furniture or equipment caused by the occupancy and/or use of said premises. I further acknowledge and understand that the City is not responsible for lost or stolen property.

I agree to obey all policies, procedures and all other applicable laws that pertain to the rental of the Facility provided by the Community Services Department and/or by City staff and volunteers during my use of the Facility.

I agree to follow the current State and County health guidelines for events and gatherings and will be solely responsible to ensure the safety and health of event participants. Guidance is meant to supplement, not replace any State and County safety laws, rules and/or regulations. I acknowledge that these orders and guidelines may change at any time with no prior notice. Changes in any orders may result in additional requirements to permittees and issued permits. If the State determines that the County must return to a more restrictive tier, the City reserves the right to cancel facility rentals in public areas to protect the health and well-being of the community.

I, on my own behalf and/or on behalf of the named organization, hereby, voluntarily release, discharge, waive and relinquish any and all actions or causes of action for personal injury, property damage or wrongful death that occurs as a result of my and/or said organization's use of the Facility.

I and/or said organization agree to defend, indemnify and hold harmless, the City and/or its officers, officials, agents, employees and volunteers from and against any claims, cause of actions, loss, liability or wrongful death arising out of the use of the Facility.

I am solely responsible for implementing any cleaning measures required or suggested to ensure the Facility is safe for use prior to any of my volunteers, agents, personnel or invitees entering the Facility and agree to adequately clean the Facility after any such use.

I understand and agree that there are dangers, inherent and otherwise, in accessing and/or utilizing the Facility during the COVID-19 pandemic, and that by entering and/or utilizing the Facility, anyone who uses the Facility may be exposed to COVID-19, which may cause myself and/or anyone that attends an event that I hold at the Facility to acquire and/or transmit the virus to others. I acknowledge that accessing and/or utilizing the Facility is voluntary and agree to assume the full risk of any injuries, illnesses, viruses, communicable diseases, damages, and/or losses of any kind, regardless of severity and including death that may occur in connection with accessing and/or utilizing the Facility.

I, intending to be legally bound for myself and my heirs, personal representatives, next of kin, and anyone who might make a claim on my behalf, hereby waive, release, and discharge the Community Services Department, the City, and their elected officials, officers, agents, employees, and volunteers from any and all claims for damages and/or liability, whether caused by any active or passive negligent act or omission of the Community Services Department or the City, or their elected officials, officers, agents, employees, and/or volunteers, or otherwise related to my use of the Facility and promise not to sue the Community Services Department, the City, or their elected officials, officers, agents, employees, and/or volunteers for any damages I incur in connection with the rental of the Facility. This release and waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown.

I acknowledge and agree that this Agreement is binding upon my heirs, assigns and legal representatives. I agree that this Agreement is intended to be as broad and inclusive as is permitted by California law. I further agree that this Agreement is severable and that if any clause is found invalid, the balance of the Agreement will remain in effect, valid, and enforceable.

I HAVE READ THIS AGREEMENT AND WAIVER AND RELEASE OF LIABILITY, KNOW, UNDERSTAND AND AGREE TO BE BOUND BY ITS CONTENTS, AND SIGN IT OF MY OWN FREE WILL.

Applicant’s Full Legal Name: _____

Signature: _____ Date: _____

Definitions

For purposes of this Chapter, the following words and phrases when used in this chapter shall mean:

- (1) *Amplified sound.* Music or speech projected or transmitted by electronic equipment, including, but not limited to, an amplifier, loudspeakers, or similar devices.
- (2) *Applicant.* Any person, group, organization, or entity that seeks a Special Event Permit from the City to conduct or sponsor an Event governed by this Chapter. An applicant must be 18 years of age or older.
- (3) *Athletic event.* An occasion in which a group of persons collectively engage in a sport or other form of physical exercise on a City street, sidewalk, alley, or other street right-of-way, which obstructs delays, or interferes with the normal flow of pedestrian or vehicular traffic or does not comply with traffic laws and controls. Athletic events include mass participation sports such as marathons, running events, bicycle races or tours or other such spectator sports.
- (4) *Block party.* A festive gathering on a residential or commercial street or area requiring a closure of a street, or a portion thereof, to vehicular traffic and use of the street for the festivity.
- (5) *Chief of Police.* The Chief of Police or his/her authorized designee. *City Administrator.*
- (6) The City Administrator or his/her authorized designee.
- (7) *City Facility.* City Facilities include, but is not limited to, streets, sidewalks, rights of way, Parks and facilities, as well as any easements over private property for the benefit of the public.
- (8) *Event (Special Event).* An athletic event, block party or other special event.
- (9) *Other special event.* A street fair, circus, farmers market, street market, art and craft show, procession, exhibition (i.e., car show, air show), carnival, festival, indoor or outdoor musical concert or other event or gathering which occurs on a City street, sidewalk, alley or other street right-of-way, City park, or City facilities or which:
 - a. Is likely to obstruct, delay, or interfere with the normal flow of pedestrian or vehicular traffic; or
 - b. Whose participants are likely not to comply with traffic laws and controls; or
 - c. Which involves the use or impacts upon public property or facilities and the provision of City public safety services in response thereto.
- (10) *Parade.* Any procession or assemblage of two or more persons or vehicles moving on or along any public street or place for the purpose of advertising, promoting or celebrating any show, event, special day, exhibition, game or any goods, wares or merchandise.
- (11) *Park.* Includes all parks, parkways, medians, pedestrian malls, plazas, greenbelts, gardens, lakes, and any other property owned or controlled by the City, including structures thereon and off-street parking areas that are used in connection therewith, which are operated or maintained for passive or active recreational purposes. The term "park" also includes any property owned or controlled by the City as open space, including undeveloped sites for future parks. The term "park" does not include the City Hall facility.
- (12) *Permit application fee.* The fee to be paid by the special event permit applicant at the time the application is filed with the Community Services Department, pursuant to the application fee schedule established by resolution of the City Council.
- (13) *Permittee.* Any person or organization that is issued a special events permit by the City Administrator.
- (14) *Public property.* Includes all City owned or controlled real property, including, but not limited to, streets and sidewalks, rights of way, parks, and facilities, as well as any easements over private property for the benefit of the public.

Application procedures.

- (1) *Application.* Any person desiring to sponsor an Event not exempted by Section 14.18.040 shall apply for a Special Event Permit by filing a verified application with the Community Services Department on a form supplied by the Community Services Department. All applications shall be submitted not less than 60 calendar days nor more than 12 months before the Event date. If the application is for a first amendment Event, the application must be submitted at least 48 hours prior to the Event.

Permit issuance.

The City Administrator shall issue the Special Event Permit once the application has been approved, the applicant has agreed in writing to comply with the terms and conditions of the permit, and all of the requirements of this Chapter have been satisfied.

Special security assignments and submission of security plan.

The applicant or sponsor of an Event shall submit a plan setting forth the proposed security measures to be taken to protect the health, safety and welfare of the participants in the Event. The plan shall be submitted concurrently with the permit application to the Chief of Police who may require the alteration of the plan to provide greater security measures including but not limited to the hiring of private security personnel and/or City police officers at the applicant's expense as a condition of permit issuance.

Fire Department, Police Department and Public Works Department Review.

An official from the Fire & Life Safety Department, Police Department and/or Public Works Department may, after review of the scope of the Event, determine that additional resources are required to ensure public health and safety. The official from each of these respective departments will determine the potential risks to participants, community impacts, the level of emergency support required, and any additional resources which may be required. Applicant will bear all related costs of expenses for such additional resources.

Indemnification agreement.

Prior to the issuance of a Special Event Permit, the permit applicant or the authorized officer of the sponsoring organization must sign an agreement to reimburse the City for any costs incurred by it in repairing damage to City property or private property occurring in connection with the Event and proximately caused by the actions of the permittee or sponsoring organization, its officers, employees, agents or volunteers, or any person who was under the permittee's or sponsoring organization's control insofar as permitted by law. The agreement shall also provide that the permittee or sponsoring organization shall defend the City against, and indemnify and hold the City harmless from, any liability to any persons resulting from any damage or injury occurring in connection with the permitted Event proximately caused by the actions of the permittee or sponsoring organization, its officers, employees, agents, or volunteers, or any person who is under the permittee's or sponsoring organization's control insofar as permitted by law.

Insurance.

(1) *Liability.* The applicant or sponsor of an Event must possess or obtain public liability insurance to protect against loss from liability imposed by law for damages on account of bodily injury or property damage arising from the Event. Such insurance shall name on the policy or by endorsement as additional insureds the City of Placentia, its officers, officials, employees and agents. Insurance coverage must be maintained for the duration of the Event. Coverage shall include, but is not limited to, a comprehensive general liability insurance policy issued by an insurance carrier approved by the City's Risk Manager with minimum limits of \$1,000,000.00 combined single limit bodily injury and property damage for each occurrence, or at such limits determined to be necessary by the City's Risk Manager.

(2) *Food and beverage.* If food or nonalcoholic beverages are sold or served at the Event, the policy must also include an endorsement for products liability in an amount not less than \$1,000,000.00, or at such limits determined to be necessary by the City's Risk Manager. If alcoholic beverages are sold or served at the Event, the policy must also include an endorsement for liquor liability in an amount not less than \$1,000,000.00.

(3) *Automobile.* If the Event involves the use of licensed motorized vehicles, the policy must also include an endorsement for automobile liability in an amount not less than \$1,000,000.00, or at such limits determined to be necessary by the City's Risk Manager.

(4) *Certificates of insurance.* A copy of the policy or a certificate of insurance along with all necessary endorsements must be filed with the City's Risk Manager no less than ten (10) business days before the date of the Event unless the City's Risk Manager for good cause waives the filing deadline. The Special Event Permit shall not be issued by the City Administrator until after the insurance policy or certificate of insurance along with the necessary endorsements have been filed by the applicant or sponsor and approved by the City's Risk Manager.