

SPECIAL EVENT APPLICATION PACKET

Fill out the application completely. Make sure the following items are included in the application packet

Submit application to:

Amanda J Valadez
Community Services & Recreation Department
8200 Westminster Blvd., Westminster CA 92683

CHECK LIST

- The application is submitted **no later than sixty days** and no sooner than nine months prior to event
- \$100 Processing Fee (Cash, Check or Credit Card)
Make check payable to City of Westminster
- Signed Hold Harmless Agreement
- Completed and Signed Application
- Detailed Site Plan
- Detailed Description of Event/Program Schedule
- Insurance Certificate and Endorsement page
 - Policy must be two million dollars each occurrence & in the aggregate
 - Insurance must be provided by the organization and/or applicant hosting the event and Certificate is due twenty-one days prior to event.
- Public property events will require a \$2,500 deposit
 - Deposit is due twenty-one days prior to event.
 - Use of Sid Goldstein Freedom Park electricity: \$50.00 fee per event date
 - Use of Sid Goldstein Freedom Park restrooms: \$50.00 fee per event date

CITY OF WESTMINSTER
SPECIAL EVENT PERMIT APPLICATION
8200 Westminster Blvd., Westminster, CA 92683 (714) 895-2860 Fax (714) 373-5701

APPLICANT INFORMATION (PLEASE TYPE OR PRINT INFORMATION CLEARLY)

Organization Name: _____

Non-profit/501.C3 Number (If applicable): _____

Mailing Address: _____
Address City State Zip

Applicant Name: _____

Mailing Address: _____
Address City State Zip

Work Phone Number: _____ **Cell Phone Number:** _____

Home Phone Number: _____ **Fax:** _____

Email Address: _____

Contact Person during the Event: _____

Work Phone Number: _____ **Cell Phone Number:** _____

Home Phone Number: _____ **Fax:** _____

Email Address: _____

EVENT INFORMATION

Name/Title of Event: _____

Date(s) of Event: _____

Type of Event: _____

Event location: _____

Anticipated number of participants/spectators: _____

Facilities to be used : () Private Property () Street () Sidewalk () Park () Civic Center

Time of Event: _____ to _____

Set up Date & Time: _____ **Take Down Date & Time:** _____

Please check which elements listed below will be included in the proposed event:
PLEASE NOTE THAT THE CITY WILL NOT PROVIDE ANY ITEMS LISTED BELOW

- | | | |
|---|---|---|
| <input type="checkbox"/> Amplified Sound | <input type="checkbox"/> Electrical
<input type="checkbox"/> Generators | <input type="checkbox"/> Entertainment
<i>What type</i> _____ |
| <input type="checkbox"/> Trash Cans | <input type="checkbox"/> Banners
<input type="checkbox"/> Flags | <input type="checkbox"/> Booths/Vendor
<i>Non-profit</i> _____
<i>Commercial</i> _____ |
| <input type="checkbox"/> Games/Lotto/Raffle | <input type="checkbox"/> Carnival/ Rides | <input type="checkbox"/> Parade |
| <input type="checkbox"/> Fencing
<input type="checkbox"/> Barricades | <input type="checkbox"/> Portable Restrooms | <input type="checkbox"/> Admission Fee |
| <input type="checkbox"/> Food/Cooking
<i>Non-profit</i> _____
<i>Commercial</i> _____ | <input type="checkbox"/> Tents
<input type="checkbox"/> Canopies
<i>Size</i> _____
<i>Amount</i> _____ | <input type="checkbox"/> Stage <i>Size</i> _____

<input type="checkbox"/> Firecrackers/Fireworks |
| <input type="checkbox"/> Alcoholic Beverages Served | <input type="checkbox"/> Alcoholic Beverages Sold | |

Will the event have sponsors? (If so, please indicate the sponsor(s):

Describe in detail, what activities are planned for this event:

To ensure appropriate review of your event, please include a plot plan and a narrative review of pertinent information that will better assist us in reviewing the activities and components of your event. (If additional space is required please attach to the application).

GENERAL INFORMATION FOR SPECIAL EVENT PERMITS

A Special Event Application must be completed, signed and submitted to the City of Westminster, Attention: Community Services no sooner than nine months in advance of the proposed date and no later than sixty days in advance of the proposed date. Requests will go before City Council for approval.

- **A Special Event Application must be completed if the following applies:**
 1. Event is scheduled to take place on public property; or
 2. Event is likely to attract more than one thousand persons (including workers, spectators and participants); or
 3. If it is determined to be necessary by the City Manager or his/her designee.

Conditions for the issuance of this permit include, but are not limited to the following:

- a. Applicant must pay a \$100 permit review fee.
- b. Must provide cash deposit, money order or cashier's check covering all extraordinary City expenses to be submitted to the City a minimum of 21 calendar days prior to the event.
- c. Approved Special Event Permit is not transferable.
- d. Ensure that the event proceeds only along the designated route and remain within the designated parameters.
- e. Provide police enforcement and traffic control devices for the event.
- f. Provide the necessary sanitation, trash disposal and water needs for all involved personnel and spectators.
- g. Must obtain the required permits from Orange County Fire Authority and the Orange County Health Department. Inspections will be done the day of the event.
- h. The applicant must provide to the City of Westminster evidence (a copy) of a commercial general liability insurance policy and a certificate of insurance in the amount of a minimum of two million dollars per occurrence and in the aggregate, naming the City, the City Council, Boards and Commissioners, its Officers, Employees or Agents as a named additional insured during the term of the permit.
- i. The applicant shall execute the hold harmless agreement provided by the City.
- j. Conformance with the insurance and hold harmless requirements shall be completed within seven (7) working days following the final approval of the permit.

The Applicant will be required to act in accordance with with all requirements of Titles 5, 9, and 15 of the Westminster Municipal code, and pursuant to the terms of Chapter 9.61 and said Code. The undersigned agrees to comply with all of the conditions as a result of their request and will comply with all of the applicable portions of Chapter 9.61 of the Westminster Municipal Code.

Print Name _____

Signature _____ Date _____

FOR OFFICE USE ONLY:

Date Permit Approved: _____

Special Event Processing Fee: Cash/Check/Card Amount \$_____ Date Received: _____

Special Event Deposit: Cash/Check/Card Amount \$_____ Date Received: _____

Miscellaneous Deposit: Cash/Check/Card Amount \$_____ Date Received: _____

Parade Deposit: Cash/Check/Card Amount: \$_____ Date Received: _____

Received By: _____ Date: _____

_____ O. C. Health Department Permit (food)

_____ O.C.F.A. Permit (canopies/tents, fireworks/firecrackers)

_____ A.B.C. Permit (alcohol)

_____ Building Permit (electrical/generators)

_____ Police Permit (street closure)

_____ Park Use Request (use of city park)

_____ Certificate of Insurance and Policy

DEPARTMENTAL REVIEW	DEPARTMENTAL RECOMMENDATIONS	DEPARTMENTAL APPROVAL
Animal Control		
Building Division		
City Clerk		
City Manager		
Code Enforcement		
Community Services		
O. C. F. A.		
O. C. Health Dept.		
Police Department		
Public Works Dept.		
Risk Management		



HOLD HARMLESS AGREEMENT

This agreement is made and executed on the ____ day of _____, _____, by and between The City of Westminster, a municipal corporation, herein after referred to as "CITY", and _____ herein after referred to as "PERMITTEE." Permission has been granted by the "CITY" to allow the "PERMITTEE" to hold a Special Event on _____.

INDEMNIFICATION:

"PERMITTEE" agrees to unequivocally defend, indemnify, hold free and harmless the "CITY" its City Council, boards and commissions, elected officials, officers, agents and employees, at "PERMITTEE'S" sole expense, including defense cost and reasonable attorney's fees, from and against any and all claims, actions, suits or other legal proceedings brought against the "CITY", its City Council, boards and commissions, elected officials, officers, agents and employees due to and to the extent caused by the activities and operations of the "PERMITTEE", its employees, representatives, or agents whether such activities or operations of the Special Event is authorized by the Permit or not. This obligation extends to any and all acts caused by active negligence, passive and /or acts for which the "CITY" would be held strictly liable. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by "PERMITTEE", its employees, representatives, or agents, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the "PERMITTEE", its employees, representatives, or agents, and/or whenever any claim, action, complaint or suit asserts liability against the "CITY", its City Council; boards and commissions, elected officials, officers, agents and employees. Moreover, fees incurred in pursuing an indemnity claim will be recoverable by the City.

The "PERMITTEE" shall indemnify and hold harmless the "CITY," its City Council, boards and commission, officers and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, accruing from or resulting from any and all person, firms or corporations furnishing or supplying work, services, material, equipment, or supplies arising from or in any manner connected with the Special Event.

INSURANCE:

Prior to the Special Event, the "PERMITTEE" shall procure and maintain, at its own cost, public liability and property damage insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate in which the "CITY" shall be named as an additional insured, and shall protect the "PERMITTEE" or any of their agents from claims for personal injury, including accidental death, as well as from claims for personal damages, which may arise from the operations under this contract.

The "PERMITTEE" shall furnish the "CITY" satisfactory proof of carrying the insurance as required by submitting a certificate and endorsement, or policy of insurance to the Community Services and Recreation Department prior to the commencement of the Special Event per the attached memorandum marked as Exhibit "A." In addition, the certificate shall be endorsed as follows: "It is hereby understood and agreed that the policy to which this certificate refers may not be canceled, mutually changed, nor the amount of the coverage therefore reduced nor the policy allowed to lapse until thirty (30) days after being received by the Community Services and Recreation Department of the City of Westminster, California, of a registered written notice of such cancellation or reduction in coverage."

At its discretion, the city council or the city manager (depending upon who is responsible for granting final approval of the permit) may, either increase or decrease the amount or type of insurance coverage required for a particular event.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the date and year first above written.

PERMITTEE

CITY OF WESTMINSTER

Applicant (Signature)

Christine Cordon, City Manager

Applicant (Print Name)

ATTEST:

DATE: _____

Ashton Arocho, City Clerk

APPROVED AS TO INSURANCE:

APPROVED AS TO FORM:

Jodie Griner, Director
Human Resources & Risk Management

Christian Bettenhausen, City Attorney

CITY OF WESTMINSTER
Exhibit A

TO: APPLICANTS FOR SPECIAL EVENT PERMIT

FROM: COMMUNITY SERVICES AND RECREATION DEPARTMENT

SUBJECT: VERBIAGE FOR TWO MILLION DOLLAR LIABILITY INSURANCE

The following information is necessary in order to rent a City of Westminster facility and/or obtain a Special Event Permit per the Westminster Municipal Code section 9.61.080 *Insurance* and indemnification requirements.

CERTIFICATE OF INSURANCE

1. TWO MILLION DOLLAR COMMERCIAL GENERAL LIABILITY INSURANCE PER OCCURRENCE AND IN THE AGGREGATE.
2. The Certificate of Insurance and a separate endorsement page, which modifies the insurer's policy and designates the City of Westminster as an additional insured (see #3), are to be filed with the Community Services and Recreation Department, City of Westminster, 8200 Westminster Boulevard, Westminster, CA 92683, prior to the event.
3. Additional insured to be included:

"THE CITY OF WESTMINSTER, THE CITY COUNCIL, BOARDS AND COMMISSIONERS, ITS OFFICERS AND EMPLOYEES, OR AGENTS OF THE CITY."
4. Applicant must provide evidence (a copy) of their insurance policy. Such insurance shall provide 30 days notice of cancellation or any material change in coverage and an endorsement providing that such insurance is primary insurance and that no insurance of the City of Westminster will be called upon to contribute to a loss.

Please direct any questions regarding this matter to (714) 895-2860.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 66460993

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS ADDED AS ADDITIONAL INSURED WITH REGARD TO THE NAMED INSURED'S OPERATIONS AS WORDED ON THE ATTACHED ENDORSEMENT. (PLEASE SEE ATTACHED ENDORSEMENT)

CERTIFICATE HOLDER

CANCELLATION

THE CITY OF WESTMINSTER, THE CITY COUNCIL, BOARDS AND COMMISSIONERS, ITS OFFICERS AND EMPLOYEES OR AGENTS OF THE CITY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

THE CITY OF WESTMINSTER, THE CITY COUNCIL, BOARDS
AND COMMISSIONERS, ITS OFFICERS AND EMPLOYEES
OR AGENTS OF THE CITY

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.