

City of Huntington Beach Community & Library Services Department Beach Special Permit

EVENT DATE/S: _____ TIMES: _____ SET-UP/TEAR DOWN DATE/S & TIMES: _____

ORGANIZATION: _____ APPLICANT: _____

PHONE: _____ CELL: _____ FAX: _____

E-MAIL: _____ PUBLIC CONTACT #: _____

ADDRESS: _____

Number Street City State Zip

NAME OF EVENT: _____ # PARTICIPANTS: _____ # SPECTATORS: _____

AREA REQUESTED FOR EVENT: _____ # EMPLOYEES/VOLUNTEERS: _____

DESCRIPTION OF EVENT: _____

All items must be completed no less than 14 days prior to the event date (office use only).

- | | |
|--|---|
| <input type="checkbox"/> Diagram of proposed location and layout of the event | <input type="checkbox"/> Hold Harmless Agreement |
| <input type="checkbox"/> Certificate of General Liability Insurance & Additional Insured | <input type="checkbox"/> Supplemental Information Sheet |
| <input type="checkbox"/> Certificate of Workers' Compensation Insurance, or → | <input type="checkbox"/> Declaration of Non-Employer Status |
| <input type="checkbox"/> Automobile Liability Insurance or → | <input type="checkbox"/> Declaration of Permittee – No Vehicle Utilized |
| <input type="checkbox"/> Conditions of Approval | <input type="checkbox"/> Certificate of Nonprofit Status |
| <input type="checkbox"/> Temporary Business License | <input type="checkbox"/> Flyer of Event |

PAYMENT OF THE FOLLOWING FEES:

- Application Submittal Fee (\$110) **Non-Refundable** _____ \$ _____
- Resident Day Fee (\$375 Nonprofit or \$400 Standard) _____ \$ _____
- Non-resident Day Fee (\$425 Nonprofit or \$500 Standard) _____ \$ _____
- Commercial Day Fee (\$550) _____ \$ _____
- Set-up/Tear-Down Fees _____ \$ _____
- (HB Nonprofit \$187/Resident \$200/Non HB Nonprofit \$212/ Nonresident \$250/ Commercial \$ 275 per day)
- Parking Lot Use Fees _____ \$ _____
- Other _____ \$ _____

No changes or cancellations can be made for Lifeguards fees less than 5 business days from date of event ** **Total \$ _____

The City of Huntington Beach retains the right to terminate the event at any time should a responsible city official determine any activity related to the event is a threat to public safety and/or property. I agree to abide by all laws, rules and regulations, which may apply to this area. I accept specific responsibility for other members of my group and for any damage done to city property and/or facilities, and agree to clean and restore the site to the condition in which it was found prior to the holding of the special event.

Applicant's Signature Date

Return all copies of permit, requested forms, and appropriate fees to City of Huntington Beach to:

Community & Library Services Department – 2000 Main Street – 5th Floor, Huntington Beach, CA 92648
Phone: (714) 536-5494 **Fax:** (714) 374-1654

**Your insurance must be submitted and APPROVED no later than
30 days prior to the scheduled event. Permit MUST be completed 5 business prior.**

For City Use Only

Total fees paid: \$ _____ Receipt # _____ Received by: _____

Issued By: _____ Approved By: _____

Copies To: [] Police [] Fire [] Marine Safety
 [] Maintenance [] Parking [] Other _____

SPECIAL PERMIT SUPPLEMENTAL INFORMATION AND STIPULATIONS

DO YOU INTEND TO UTILIZE:

- | | | |
|---|---|--|
| <input type="checkbox"/> P.A. System | <input type="checkbox"/> Generators | <input type="checkbox"/> Amplified Music |
| <input type="checkbox"/> Booths: Size _____ # _____ | <input type="checkbox"/> Bleachers | <input type="checkbox"/> Cooking Fuel |
| <input type="checkbox"/> Canopies: Size _____ # _____ | <input type="checkbox"/> Commercial Banners | <input type="checkbox"/> Other |

Please summarize the purpose of your event: _____

DO YOU INTEND TO CHARGE FEES? Yes No

If yes, please list: _____

DO YOU INTEND TO SELL OR DISTRIBUTE FOOD OR OTHER MERCHANDISE? Yes No

If yes, please explain in detail: _____

DO YOU INTEND TO HAVE AN ALCOHOL OR VEHICLE SPONSORSHIP? Yes No

(Beer & wine only – no consumption allowed)

If yes, please explain in detail: _____

DO YOU INTEND TO HAVE ANY OTHER SPONSORS? Yes No

If yes, please list: _____

DO YOU INTEND TO FILM OR PHOTOGRAPH THIS EVENT FOR COMMERCIAL USE? Yes No

If yes, please explain: _____

DO YOU INTEND TO ACCESS THE BEACH WITH A VEHICLE? Yes No

*Vehicles permitted on beach for set-up & tear down **only** and **must** be removed immediately.
(Vehicles are not allowed on the beach or service road during the event).*

If yes, please explain in detail: _____

PLEASE STATE OTHER PERTINENT INFORMATION OR ACTIVITIES INVOLVED WITH THIS PERMIT:

NAME OF ON-SITE MANAGER:

Person must be designated as "in charge" at all times during the event.

Contact Phone #: _____ Cell #: _____

Special Event Conditions of Approval

- An on-site manager must be available by phone throughout the event, including times of set up and tear down.
- Emergency access must be maintained at all times.
- The beach multi-use path must be kept clear at all times.
- Event organizers must clean up any event related trash.
- All event noise or sound must be kept to a minimum, particularly before 9 a.m. and must not create an annoyance to co-existing events.
- Vehicles for delivery and pickup of equipment must be removed from the beach immediately.
- Events scheduled @ 9th Street must be set up north of the keyhole. Due to the proximity of the beach condominiums, generators are not permitted at that location. Any music or announcements should be made away from the condominiums on the beach.
- Permittee is responsible for the actions of all vendors and participants during the event.
- Onsite catering is not permitted for any beach event.
- All beach events requiring a set-up must be noted and outlined on the submitted event diagram and are subject to approval.
- No activities are permitted onsite that are not included on your permit application.
- No vehicle sponsorship except for Toyota.
- The distribution of polystyrene (Styrofoam) products to sell goods or beverages or provide an event related service is prohibited per City Resolution No. 2004-21.
- All beach ordinances will be strictly enforced (alcohol, dogs, etc.).
- Beach games listed on the permit are tentatively approved, however, if a lifeguard determines that the game(s) is/are hazardous or unsafe, the game(s) must be discontinued.
- Distribution of food or merchandise is limited to event participants ONLY.
- Sales and donations are prohibited for all beach events.
- Beach event organizer is responsible for any buried wires, cables, hoses or other equipment. Beach Maintenance may operate heavy equipment in areas near event setups and the city will not be liable for any damaged items belonging to the organizer. It is highly recommended that any cables, wires or hoses be removed during the hours of beach maintenance whenever possible.
- **Permit must be kept on location at all times.**

Failure to comply with the above conditions may result in immediate closure of the event and a ban on future events by the organizer on the City beach.

Print Name

Applicant's Signature

Date



AGREEMENT REGARDING TERMS AND CONDITIONS OF SPECIAL EVENTS PERMITS

By accepting this Special Event Permit, Applicant agrees as follows:

1) Applicant waives all claims against the City, its officers, agents and employees, for loss or damage caused by, arising out of, or in any way connected with, the exercise of this Permit.

2) City shall have the privilege of inspecting the premises covered by this Permit at any and all times. This Permit shall not be assigned. City may terminate this Permit at any time if Applicant fails to perform any terms or conditions of the Permit. City agrees it will not unreasonably exercise this right of termination.

3) Applicant agrees that it and its officers, agents and employees, in the performance of this Permit shall act in an independent capacity and not as officers, employees or agents of the City. No alteration or variation of the terms of this Permit shall be valid unless made in writing and signed by Applicant and the City.

4) Applicant will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, sexual orientation, age, national origin or physical handicap. Applicant agrees to comply with the terms and conditions contained herein and all rules and regulation of the City subject to this Permit.

5) Applicant shall cause the City, and its officers, elected and appointed officials, employees, agents and volunteers to be named as additional insureds to Applicant's general liability insurance policy by way of a separate endorsement to Applicant's general liability policy. Said policy shall provide minimum limits of \$1,000,000 per occurrence, with any deductible not exceeding \$5,000, and no self-insured retention. Applicant shall provide a further endorsement stating that Applicant's insurance policy shall be primary and shall not seek contribution from any insurance available to the City and its officers and employees

6) Applicant further agrees to obtain and maintain insurance that is in compliance with the requirements set forth in City Council Resolution No. 2008-63.

7) Applicant further agrees to protect, defend, indemnify and hold harmless the City of Huntington Beach, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands, defense costs, and consequential damage or liability of any kind or nature, however caused, including those resulting from death or injury to my employees, volunteers and agents, damages to applicant's property, arising directly or indirectly out of the obligations or operations undertaken pursuant to this Special Event Permit, caused in whole or in part by any negligent act or omission of Applicant, its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active negligence, sole negligence, or willful misconduct of the City of Huntington Beach. Applicant agrees to conduct all defense at its sole cost and expense, and the City of Huntington Beach shall approve selection of his or her counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by me.

Date

Applicant's Name Printed

Applicant's Signature

CITY OF HUNTINGTON BEACH
2000 Main Street, Huntington Beach, CA 92648

Declaration of Non-Employer Status

In order to comply with the City Council Resolution No. 6277, you are required to provide proof of Workers' Compensation Insurance. If you have no employees, this form must be signed and returned to:

City of Huntington Beach
Risk Management Division
2000 Main Street
Huntington Beach, CA 92648-2702

I certify that in the performance of the activity or work for which this permit is issued, I shall not employ any person in any manner so as to become subject to California Workers' Compensation Insurance requirements.

I authorize the City of Huntington Beach to immediately and retroactively revoke the license or permit issued under this declaration if I hire any employee(s) or become subject to the provision of the laws requiring Workers' Compensation Insurance.

Applicant/Company Name: _____

Address: _____

Applicant's Signature: _____

Title: _____

Location Signed: _____

Telephone Number: _____



City of Huntington Beach

Risk Management Division
2000 Main Street, Huntington Beach CA 92648-2702

DECLARATION OF PERMITTEE

I certify that no vehicle(s) will be used or operated in the performance of the task(s) or event(s) for which this permit is granted.

I authorize the City of Huntington Beach to immediately and retroactively revoke the license or permit issued in connection with or in the performance of said task(s) or event(s) if any vehicle(s) is used.

Signature of Permittee: _____

Print Name: _____

Company Name (if applicable): _____

Date Signed: _____



City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

Special Permit Applicant:

Re: INSURANCE REQUIREMENTS

We look forward to having the opportunity to assist you in planning a successful event on the city beach in the City of Huntington Beach. However, to expedite the permit process and avoid possible last-minute delays, it is important that you pay special attention and comply with the following insurance requirements. A Special Permit will not be approved if these requirements are not met. City Council Resolution 2008-63 requires a certificate of workers' compensation and general liability insurance before you can be issued a permit to hold an event on City property. All certificates **must** contain the following:

Certificate Holder – The City of Huntington Beach, its elected or appointed officials, employees, agents and volunteers must be named as Certificate Holder and as additional insured on the certificate and on the additional insured endorsement(s) for the general liability policy. The specific naming must be exact.

Acceptability of Insurers – Insurance must be placed with a California admitted carrier with a current A.M. Best's Rating of no less and A:VII (Errors and Omissions Liability of \$1,000,000 per occurrence).

30-day Cancellation Notice – A 30-day cancellation notice is mandatory. The only exception, in addition to having the 30-day notice, is a ten-day notice of cancellation for non-payment of premiums.

Cancellation Clause Wording – The words “endeavor to” and “failure to mail such notice shall impose no obligation nor liability of any kind upon the company, its agents or representatives” must be removed or lined out if they appear on the certificate.

General Liability – At least \$1,000,000 combined single limit coverage is required with insurance designated “per occurrence.” “Claims made” designation is only acceptable for professional or pollution liability insurance.

Additional Insured Endorsement Requirements – The City, its officers, elected or appointed officials, employees, agents and volunteers are to be specifically named and covered as additional insureds by separate attached endorsement(s) as respects liability arising out of action performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor, or automobiles owned, leased or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its agents, officers and employees. The coverage provided to the City as an additional insured must be provided on a primary and noncontributory basis. The endorsement should include the policy number it correlates to.

Automobile Liability – \$1 million minimum “Automobile Liability” policy to the “Certificate of Liability Insurance” is required if a vehicle will be used on the service road (bike path) &/or beach to load/unload equipment. Private car insurance is not acceptable.

Workers' Compensation – State Statutory Limits and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. **If you have no employees**, you must sign a **Declaration of Non-employee Status** form that is available from and submitted to the City's Risk Management Department. In lieu of a certificate of insurance, a certificate of Consent to Self-Insure issued by the California of Industrial Relations is also acceptable.

Deductible/SIR - The city Council Resolution 2008-63 allows for the following deductible amounts: General Liability - \$5,000; Auto Liability - \$1,000; Professional Liability -\$10,000. There are no allowances for self-insurance retention (SIR). Any deductible in excess of the allowable amount or SIR would require the request of a waiver. The application for a waiver is available from and submitted to Risk Management.

Please give these requirements to your insurance agent. Please note that if the certificate is faxed, it must be faxed directly from the Insurance Company to the City.

BEACH REGULATIONS

Please be aware that the following activities are **not allowed** on the beach unless permitted by the Community Services Director or his designee.

13.08.050 Camps prohibited. No person shall maintain any camp or occupy the same at any place on the beach of the Pacific Ocean within the City except by special permit issued by the Director of Community Services. (341-10/30)

13.08.060 Fires. No person shall light, kindle, set or maintain fires or coals thereon, except in the fire rings provided therefore. (769-7/60, Urg 1306-3/67)

13.08.080 Soliciting. No Person shall engage in the business of soliciting, distributing, selling or peddling any liquids or edibles for human consumption, or to hawk, peddle or vend any goods, wares or merchandise on the Beach or Adjacent Beach Area, except pursuant to a permit issued by the Director. No Person shall give, set up or maintain any exhibition, show performance, concert, lecture, entertainment or similar activity on the Beach or Adjacent Beach Area without written permission to do so from the Director. No Person shall for profit offer sports camps, sports lessons or other similar activity on the Beach, Adjacent Beach Area, or in the Water Activity Zone without the written permission of the Director. (769-7/60, 3606-6/03, 3930-2/12, 4118-5/17)

13.08.070 Dogs and other animals. No person having the care, charge or control of any dog or pet or domesticated or wild animal or reptile, shall permit or allow said dog, pet, domesticated or wild animal or reptile to be, under any circumstances or conditions, on or upon the municipal pier, or upon the public beaches in the City; except that upon those beach areas located north of the line created by extending the northern curb line of Goldenwest Street to the Pacific Ocean, dogs constrained by a leash no longer than six (6) feet in length are permitted. (344-10/31,554-12/49,769-7/60, 2907-8/87)

13.08.090 Alcoholic beverages—Possession. Except as hereinafter provided, no person shall, on or upon the beach or pier within the City limits of Huntington Beach consume, sell, purchase, give away or have in his possession any alcoholic beverage, or transport or deliver to any person or persons therein any alcoholic beverage. (769-7/60,Urg 1306-3/67, 15888-8/70)

13.08.270 Speaker systems. No person shall play, use or operate, or permit to be played, used or operated, any radio, receiving set, musical instrument, phonograph, loudspeaker, sound amplifier or other machine or device for producing or reproducing sound upon the beach, pier, beach service road or municipal parking lot, at such a volume as unreasonably to disturb the peace, quiet and comfort of persons who are not voluntary listeners thereto. This section does not apply to the regularly employed safety personnel of the City who use said safety equipment in the course of their daily operations, nor to any public address system authorized by 13.24.200. (Urg 1306-3/67, 1743-5/72, 1935-11/74)

13.08.280 Vehicles—Regulation. No person shall operate any motor driven cycle, motor driven bicycle, motorcycle, automobile, motor truck or other vehicle or conveyance (regardless of horsepower rating or size) on the beach other than for law enforcement, lifesaving or emergency purposes, or for beach maintenance purposes, without the express written consent of the Director of the Community Services Department; nor on any roads on which signs are posted prohibiting such activity, nor in any manner or direction prohibited by posted signs, nor on any beach other than on the roads, drives or parking areas designed for such purposes. (Urg 1306-3/67,2138-1/77)

13.08.350 Beach and ocean closure—authority. The Director of Community Services, or any marine safety personnel officer, lifeguard, or other authorized agent shall have the authority to close any beach, harbor, or ocean waters of the Pacific Ocean in order to protect the public health, safety, and welfare. Such closure shall be effective when notice of closure is given through any of the following methods: (3101-5/91)

- a) Signs stating that the beach is closed or that swimming is prohibited or depicting a swimmer and a red circle with a slash through the circle, or otherwise advising of closure; (3101-5/91)
- b) Public address announcements; (3101-5/91)
- c) Oral or written notice from the Director of Community Services, any marine safety officer, lifeguard, or other authorized agent; or (3101-5/91)
- d) Any other device or announcement reasonably communicating such closure. (3101-5/91)

No person shall enter, remain in, or fail or refuse to leave a closed area of beach, harbor, or ocean waters while such restriction is in effect. (3101-5/9)