



CITY PARK SPECIAL USE PERMIT APPLICATION 2024

Event Information

Incomplete Applications will not be processed, please fill out all sections.
Acceptance of this application is **not** a guarantee of permit approval on the requested date and location of the event.

NAME OF EVENT	ATTENDANCE (participants & spectators)
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LOCATION OF EVENT

AREA(S): Athletic Field/Turf Greenbelt E Street Plaza Pavilion Parking Lot Picnic Stage Street

DATE(S) OF EVENT INCLUDING SET-UP and TAKE-DOWN	EVENT SCHEDULE INCLUDING SET-UP AND TAKE-DOWN
	Start: a.m. p.m. End: a.m. p.m.
	Set-Up: a.m. p.m. Take-Down: a.m. p.m.

EVENT INCLUDES SALES, ADMISSION FEES, REGISTRATON FEES AND/OR SUGGESTED DONATIONS? Yes No

If yes to fees, select one:

Non-Profit Organization/501 (c) (3)

- Non-profit organizations must register with the City
- Complete the City Self-Determination Community Group Application

City Co-Sponsored Event

- Complete the City Co-Sponsored Fee Waiver Application

Recognized UC Davis Student Groups

- Recognized UC Davis Students groups must register with the City
- Complete the City Self-Determination Community Group Application

For-Profit Organization / Private Event

- No sales, no fundraising, no donations, no admission fees

Selling, advertising and soliciting in any park or any portion of any street within Davis without a City permit is prohibited per the Davis Municipal Code/(**27.02.150**).

Applicant Information

NAME OF GROUP/ORGANIZATION	NAME OF AUTHORIZED REPRESENTATIVE	
ORGANIZATION ADDRESS	CITY	ZIP CODE
EMAIL ADDRESS	CELL NUMBER	
NAME OF CONTACT WHO WILL BE ONSITE DURING EVENT	EMAIL ADDRESS	CELL NUMBER

Event Scope

Applicants must complete and submit the City Park Special Use Permit application for review with all required supporting documents to include but not limited to: **(a)** Insurance Coverage, **(b)** Event Setup Site Map and Route Map, **(c)** Emergency Action and Medical Response Plan, **(d)** Parking Plan, **(e)** Trash, Recycling and Organic Waste Collection & Removal Plan, **(f)** Tree Protection Plan, **(g)** event description and **(h)** additional permits as required based on the event logistics to comply with all City, County, State and Federal laws. The City Park Special Use Permit (“CPSU”) will not be issued until the requirements are fulfilled and approved.

EVENT FEATURES

Is this an annual event?

Yes

No

Is this event open to the public?

Yes

No

TYPE OF EVENT

Athletic Event (Bike/Run/Walk/Other)

Car Show

Concert / Live Performers

Fair/Festival

Parade

Street Fair

Other:

EVENT DESCRIPTION (please provide brief description)

PARK SETUP DETAILS

ACCESS REQUEST

Request use of electrical power?

Yes

No

Access request for vehicle(s) to drive and/or park in the Park?

Yes

No

Indicate number of vehicles and type of drive-on permit.

Electrical power with permit is only available at:

- Central Park
- Market Park Amphitheatre

Drive on Paved Pathways

Drive on Turf

Park in the park (paved-surface)

Park in the park (turf)

EQUIPMENT AND OTHER ITEMS

Animals / Petting Zoo

Booths/Temporary Facilities

Dumpsters and Bins

Fencing / Barricades

Food Trucks

Generator

Lights Fixtures for Outdoor Events

Portable Restrooms

Staking/In-ground Securement

Stage / Platforms Installation

Tents / Canopies

Tables and Chairs

Other: ex-Bounce House

Additional City, County and State Permits

NOTE: IF YES is selected for any questions below, applicant is responsible to contact the State, County and other City Departments to inquire if any additional permits may be required.

FIRE PREVENTION PERMITS

Emergency Action and Medical Response Plan may be requested by Davis Fire Prevention.

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|--|-----|----|
| • Fencing (beer & wine garden / crowd control)? | Yes | No |
| • Tents and Canopies: temporary structures covering 400 square feet or more? | Yes | No |
| • Stages / Platforms or other type of Installation covering 400 square feet or more? | Yes | No |
| • Heating and cooking onsite? | Yes | No |

Davis Fire Prevention: 530-757-5682 / FirePrevention@cityofdavis.org

POLICE PERMITS & SUPPLEMENTAL POLICE SERVICES

Event Route & Street Closure Site Maps and **Parking Plan** need to be submitted to Davis Police.

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|---|-----|----|
| • Host/Serve alcoholic beverages? (no sales) | Yes | No |
| • Alcohol sales / Alcohol included with admission ticket? | Yes | No |
| • Event includes amplified sound for announcements/public speakers? | Yes | No |
| • Event includes DJ and /or live music? | Yes | No |
| • Access to use city streets and/or road closures for your event? | Yes | No |
| • Traffic control assistance for street use? | Yes | No |
| • Event security for crowd control? | Yes | No |

Davis Police: 530-747-5400 / PoliceWeb@cityofdavis.org

ENGINEERING & TRANSPORTATION –PUBLIC WORKS PERMITS

Any event using city roads shall submit **Route and Street Site Map(s)** to Public Works-Engineering to verify potential conflicts with any citywide construction, improvement and maintenance projects.

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|--|-----|----|
| • Staging event on city streets within the G Street enclosure area? | Yes | No |
|--|-----|----|

Public Works-Engineering: 530-747-5846 / PWETWeb@cityofdavis.org

UTILITIES & OPERATIONS –PUBLIC WORKS PERMITS

All events shall submit a **Trash, Recycling and Organic Waste Collection & Removal Plan** to Public Works-Utilities and Operations to comply with state and local waste diversion requirements.

Any event with setup within the dripline of existing trees (the area directly located under the outer circumference of the tree branches) shall submit a **Tree Protection Plan** to Public Works-Utilities and Operations.

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|--|-----|----|
| • Renting waste bins from Davis Public Works? | Yes | No |
| • Requesting additional waste collection services from Recology Davis? | Yes | No |

Public Works-Utilities & Operations: 530-757-5686 / PWWeb@cityofdavis.org

STATE AND COUNTY PERMITS

- | | |
|--|--|
| • Alcohol? (included with entry ticket/sales) | • State Department of Alcoholic Beverage Control (ABC) |
| • Food sales? (food truck/food booths/vendors) | • Yolo County Environmental Health Department |
| • Raffle? | • State of California Department of Justice/Nonprofit Raffles |

Event Setup Site Map and Route Map Specifications

I have read this section.

- Detailed **Event Setup Site and /or Route Maps** must be submitted with this CPSU Permit application for review and approval.
- The maps should include location of temporary structures (tents, canopies, booths, stages), equipment, vendors, first aid stations, vehicles, fencing, exits pathways, portable bathrooms, dumpsters/bins, cooking areas, wine & beer gardens, event route and street closures.
- Map must also include accessibility per the Americans with Disabilities Act not limited to: Access to vendors, drinking fountains, first aid station, information center, parking, paths of travel (to and from and inside event), seating, signage and restrooms.

General Provisions

ADA Compliance/Accessibility

- Event organizers are required to comply with all Federal ADA laws applicable to the event per the **Americans with Disabilities Act (ADA)**. For more information about the Americans with Disabilities Act and compliance at events please visit **www.ada.gov**. The applicant agrees to defend and hold the City harmless from any expense or liability arising from the applicant's non-compliance.
- All event venues, structures and activities shall be accessible to persons with disabilities. If a portion of the event is not accessible, an alternate area must be provided with the same activities that are in an accessible area. This area must include signage indicating that it is an ADA accessible area. If all areas are not accessible, directional signage/map or program must be provided to attendees indicating location of accessible amenities and activities.

Cancellation Policy

- Cancellations shall be made in writing and must be received **30 days prior to the reservation start date** for a full refund. Cancellations made less than 30 days prior to the reservation start date will forfeit the whole rental fee.
- The City may cancel the event(s) described herein if in the City's sole discretion, circumstances beyond its control including but not limited to acts of the government, earthquakes, epidemics, fires, floods, unusual weather conditions or other casualty, public safety power shut offs or riots that necessitate such a cancellation. The City shall provide notice of cancellation under this provision as soon as is practicable and will provide a refund of any fees paid, if applicable.
- The City will cancel your rental if any of the following occurs, but not limited to: (a) application is found to contain false or misleading information, (b) proposed use would be detrimental to the health, safety, general welfare, or efficient operation of the City facility, (c) should any individual, group, member, or guest willfully or through gross negligence, mistreat the staff, equipment, facility, or violate state or local ordinance, (d) failure to make associated fees payment or obtain permits or insurance by required due dates, (e) applicant defaults on or has not completed all conditions and requirements for use of the facility, (f) insufficient notice: staff not able to be scheduled, park area not able to be prepared, or other conditions cannot be completed in the time between the date of request and the date of proposed event.

City of Davis Business License

- All community groups and vendors shall have a valid City of Davis Business License.

Damage and Event Infraction Charges

- Organizations that violate the terms of City Park Special Use Permit shall be subject to infractions according to the approved City Master Fee Schedule and possible citations pursuant to City Municipal Code, County, State and Federal laws.
- Any damages to City property or equipment caused by event will be charged to the applicant/organization at a fee equal to the total cost of repair.
- Damage costs will be deducted from the deposit on file and any damage costs above the deposit amount will be billed to the applicant/organization with a payment due to the City within 15 days of date of invoice.

Restrooms/Portable Restrooms

- Minimum of **two (2) toilets** are required **for every 250 people** attending your event.
- If only two (2) portable toilets are required, **one (1) unit** must be fully **ADA accessible**. Otherwise, a minimum of 10% of the total number of portable restrooms provided must be fully ADA accessible.

Staking/In-Ground Securements

- Stakes of any type and other in-ground securements for fencing, tents and other temporary structures such as bounce houses in city parks may be restricted, denied and prohibited.
- There are several locations that require designation of underground infrastructure to identify irrigation, plumbing and electrical lines in order to prevent injury or damage to the property.

Vehicles in Parks and Greenbelts

- No person shall park or drive a motor vehicle, including any motor-driven bicycle or scooter, upon or across any park owned or maintained by the City without a City permit per Davis Municipal Code/(27.02.030).

I have read the General Provisions Section.

Insurance and Indemnification

As a condition of use, applicant shall, at its sole cost and expense, procure and maintain insurance coverage, for the duration of this City Park Special Use agreement, as specified in the Minimum Scope and Limit of Insurance Section. All insurance documentation must be submitted at least **fifteen (15) days prior to the start of the event**. Insurance coverage and endorsement certificates shall be subject to approval by the City of Davis.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Type of Coverage & Minimum Limits	<ul style="list-style-type: none">• Commercial General Liability minimum limit: \$2,000,000 per occurrence• AND if serving and/or selling alcohol, coverage shall include: Liquor Liability per occurrence
Certificate Holder	<ul style="list-style-type: none">• City of Davis, its agents, directors, and employees / 23 Russell Boulevard / Davis, CA 95616
Endorsement Certificate	<ul style="list-style-type: none">• City of Davis, its agents, directors, employees and volunteers should be listed on the Endorsement• Insurance policy should appear also on this page.
Subcontractors	<ul style="list-style-type: none">• The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent for Subcontractors hired for the event by the Applicant.• Applicant shall not allow any vendor ("Subcontractor") to commence work on any subcontract until it has provided evidence satisfactory to the City that it has secured all insurance required documentation under this section and any Addendum to this Agreement.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

- Any deductibles or self-insured retentions must be declared to and approved by the City.

INDEMNIFICATION

To the fullest extent permitted by law, I (Authorized Representative) shall defend, indemnify and hold City of Davis, its officers, officials, employees and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Authorized Representative, its officials, officers, employees, agents, subcontractors and volunteers arising out of or in connection with the event, vendor services, performances or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses.

Authorized Representative shall defend, at its own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City of Davis, its officers, officials, employees and volunteers. Authorized Representative shall pay and satisfy any judgment, award or decree that may be rendered against City or its officers, officials, employees and volunteers in any such suit, action or other legal proceeding. Authorized Representative shall reimburse City and its officers, officials, employees and volunteers for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Authorized Representative's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its officers, officials, employees and volunteers. This Section shall survive any expiration or termination of this permit agreement. The City, the City Council or any member of the City Council, or any of the City's officials, officers, employees, agents or volunteers shall not be personally responsible for any liability arising under or by virtue of this permit agreement.

I have read the Insurance and Indemnification Section.

Agreement Certification

- a) I am the duly authorized representative to submit this application and I certify that the information that I have provided on this application is true and to the best of my knowledge. If the event details change, I agree to submit a revised application and provide the new additional information in writing to the City at least fifteen (15) days prior to the event to obtain written approval from the City.
- b) I also agree that I am solely responsible for all associated permit fees, liability insurance coverage and the actions and conduct of my staff, volunteers, contractors, subcontractors, spectators, participants, and guests and for assuring compliance with all applicable rules and regulations pertaining to my event permits.
- c) I acknowledge that I will ensure to obtain conditional written approval from the city before I begin to advertise, market and promote my event at my own risk. However, if the permit is not granted and the event is therefore cancelled, I may not hold the City of Davis responsible or liable for any costs incurred from my advertising, marketing and promotions.
- d) I hereby voluntarily release and forever discharge the City of Davis, its agents, officials, employees and volunteers from any and all liability, claims, demands, losses and expenses, actions or rights of action which arise out of, or are in any way related to, or connected with, my use and/or rental of city equipment and/or facilities described herein including specifically, but not limited to, any and all injury, death, illness or disease, and damage to myself or to my property, or to property which is under my control. I further agree, promise and covenant to hold harmless, defend and indemnify the City of Davis, its agents, officials, employees and volunteers from all defense costs, including attorney's fees, or from any other costs incurred in connection with claims for bodily injury or property damage caused in whole or in part by any negligent act or omission of the applicant/renter/lessee, anyone directly or indirectly representing and/or employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.
- e) I acknowledge that the City reserves the right to amend this Agreement. No supplement, modification, addendum or amendment of this License shall be binding unless executed in writing and signed by the City and Applicant.

Acknowledgement Signature

By signing this City Park Special Use Permit application, I hereby acknowledge that I have read and agree to abide to by all the City, County, State and Federal permit rules and regulations including (a) insurance coverage conditional requirements, (b) indemnification, (c) cancellation policy and (d) all other the terms and conditions as specified herein. I further attest that all the requirements have been completed for the City Park Special Use Permit described herein including specifically, but not limited to, any and all other City, County, State and /or Federal Supplement Permits.

Name of Authorized Representative: _____

Title: _____

Signature of Authorized Representative: _____

Date: _____

Submit completed application to: Registration@cityofdavis.org