



Santa Cruz County Parks
979 17th Avenue
Santa Cruz CA, 95062
Ph: (831) 454-7901 – Fax (831) 454-7940
www.scparks.com

Special Event Conditions of Use

-EXAMPLE-

This form is to accompany the Facility Use Permit for _____ to be conducted at _____ **County Park**. If all the permit conditions are not complied with, the Department may cancel the event unilaterally.

Dates and Times: Limit use to the dates and times designated on the permits.

Vehicles on turf: Keep vehicles, except those used as part of a booth or exhibit, on hard surfaces and off turf. Delivery vehicles are to be limited to time required to deliver, set-up, or remove equipment.

Parks meeting: Attend an organizational meeting with County Parks staff on: TBD.

Grounds: No changes or modifications to the park facilities or grounds are permitted without written approval of the Department. Use of foundation stakes is not permitted.

Clean up: Clean up and return the grounds and landscaping to conditions found prior to the event to the satisfaction of County Parks. This shall include, but not be limited to, recycling, trash pick-up, landscape restoration, turf rebuilding, sod replacement and sprinkler system repair. Restoration must be completed by _____. Cost of clean-up or damage repair required by County staff will be charged at \$48.00/hour plus materials.

Map: Provide a layout map to County Parks indicating the location of activities, vendors, stage, and first aid by _____. Restrict use of the facility to those portions of the grounds that are indicated on the approved map.

First Aid Station: Provide a designated first aid station operated by Red Cross certified personnel.

Handicapped access: Provide adequate handicapped accessibility. Location: TBD.

Publicity Materials: Must include the following: parking, public phone number and this statement: "This event is accessible. Please call in advance for reasonable accommodations requests."

Impact letters: Send a letter of information indicating the dates and time of the event, anticipated impact upon traffic, and a parking and shuttle plan to the following agencies at least six weeks prior to the event:

California Highway Patrol
Local Fire District

Sheriffs Office
County Public Works

Provide a copy of this letter to the Parks office. Permittee shall not interrupt or impede upon the orderly flow of automobile or bicycle traffic on any streets or pedestrian right of way adjacent to the location, nor make them unavailable for vehicle, bicycle or pedestrian use.

Parking: Provide a written parking plan. Parking is prohibited in the neighborhood behind the Park. The road must be left accessible at all times for emergency vehicles. The parking lot at the park should remain free for park visitors to park their vehicles.

Trash and Recycle: Remove all trash from the park that is generated by the event by the end time on the permit. Provide for a recycle program for plastic, glass, cardboard and other recyclables. Refer to the attached "Recycling Guidelines for Special Events in Santa Cruz County." Coordinate directly with the Santa Cruz County Commercial Waste Reduction Coordinator at (831)454-2160 to determine dumpster and recycle container needs by _____.

Porta Potties: If anticipated attendance exceeds 200 persons, then a porta potty must be provided at a ratio of 1:150 persons. Coordinate deliveries with County Parks. If porta potties are left overnight, they must be locked.

Delivery Schedule: Provide a written delivery schedule of items, including porta potties, dumpster, and stage, with expected times of drop off and pick up. Set-up may not start prior to reservation times on the contract. All deliveries must be removed by _____.

Codes and licenses: Comply with all Federal, State and County laws, ordinances and codes; and have on display required licenses and/or permits necessary for the conduct of the event and/or booths or displays that are part of the event. For food booths, this includes health permits and compliance with County waste reduction and recycling requirements. Obtain and comply with all required licensing agreements.

Sound Permit: Limit amplified sound to the hours of the event as approved by Special Event Sound Permit.

Fire Permit: Provide a copy of a fire permit with requirements for food booths, pedestrian and emergency vehicle access, as determined by the Fire Marshall.

Alcohol Permit: If alcohol sales are planned, a ABC permit must be filed with the Parks office five days before the event date. Limit alcohol service and consumption to the hours of the event as approved by Special Event Alcohol Permit. Provide a written alcohol beverage service plan.

Failure to comply with all of the terms of the Special Events Conditions of use will result in forfeiture of any damage deposit and could result in denial of future County Park rentals.

Permittee

Date

Program Coordinator -Facilities

Date

INSURANCE

1. Permittee(s), at their sole cost and expense for the full term of this Permit (and any extensions thereof), shall obtain and maintain minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects County and any insurance or self-insurance maintained by County shall be in excess of Permittee(s) insurance coverage and shall not contribute to it.

2. Automobile Liability Insurance for each vehicle used in the performance of this Permit, including owned, non-owned, leased, or hired vehicles, in the minimum amount of \$500,000.00 combined single limit per occurrence for bodily injury and property damage.

3. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including coverage for:

- a. Bodily injury c. Broad form prop. Damage e. Cross Liability
- b. Personal injury d. Contractual liability

4. Provide proof of an additional one million dollar (\$1,000,000) Liquor Liability Insurance. All required Automobile, Comprehensive or Commercial General Liability, and Liquor Liability Insurance shall be endorsed to contain the following clause:

The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, and on behalf of, the named insured's performance under its/his/her/their contract with the County of Santa Cruz.

5. All required insurance policies should be endorsed to contain the following clause:

This insurance shall not be cancelled until after thirty (30) days prior written notice has been given to:

Santa Cruz County
Parks, Open Space & Cultural Services
Attn: Shawna Hatch
979 17th Avenue
Santa Cruz, CA 95062

6. Copies of all required insurance certificates must be submitted to by _____

ASSUMPTION OF LIABILITY, WAIVER and INDEMNITY

1. ASSUMPTION OF LIABILITY

Permittee, whether individual, group, or entity, is solely responsible for any and all liabilities to persons or property resulting from use of the Park Facility, including damage to any County property or structures. Permittee will indemnify, defend and hold harmless the County of Santa Cruz, its elected and appointed Boards, Commissions, Officers, Agents, and Employees from any claims, suits, losses or damages for injury to persons or property arising from or connected to this use of the Park Facility.

2. AGREEMENT TO ABIDE BY TERMS AND CONDITIONS

Permittee, whether individual, group, or entity, represents that he/she/it has read these Terms and Conditions, agrees to make them known to persons attending the function or activity, and agrees that no violation of such shall be allowed to occur on the premises or facilities. Permittee understands that permission to use of the Park Facility is contingent upon compliance with these Terms and Conditions and that permission may be revoked at any time upon failure of persons attending the function or activity to fully comply with these Terms and Conditions.

3. PERMITTEE, OR REPRESENTATIVE, TO BE PRESENT

Permittee, or the group or entity individual named in the Permit, will be present during the entire period of use of the facility.