(661) 822-2200
Fax: (661) 822-8559

TEHACHAPI
CALIFORNIA
Live Up.

115 South Robinson Street
Tehachapi, CA 93561-1722
www.tehachapicityhall.com

SPECIAL USE/EVENT APPLICATION

Organization _____

Event Contact _____ Phone Number _____

Address _____

City _____ State _____ Zip Code _____

E-mail Address _____

Event Name _____

Event Location _____

Event Date(s) _____ Event Time(s) _____

Describe Event: (Street Closures, Activities, Participation, Etc.)

Is the event open to the Public? ☐ Yes ☐ No Is event for money raising purposes? ☐ Yes ☐ No

If Yes, what will the proceeds be used for? _____

Will there be vendors at your event? ☐ Yes ☐ No If yes, how many? _____

Will alcoholic beverages be served? ☐ Yes ☐ No

Will alcoholic beverages be sold? ☐ Yes ☐ No

If Yes, what is A.B.C. Permit No? _____

Event Name _____ Event Date(s) _____

Please Describe How The Following Will Be Accomplished:

Street Barricades _____

Traffic Control _____

Crowd Control _____

Utility Services: Water, Sewer, Electric _____

Lights _____

Dust Control _____

Site Clean-up & Maintenance _____

Security _____

Site Facilities _____

Health Dept. _____

I understand that if I am utilizing a city-owned facility I am responsible to clean the above requested facility, by removing all rubbish, debris, etc., and restore the grounds/facility back to a clean and orderly condition. I further understand I may be required to pay a deposit, at the cities discretion, for clean-up of the grounds/facility, and upon inspection of the grounds/facility, the deposit, may be fully or partially refunded, depending upon the condition the facility is left in by the user.

I understand that power will not be available unless pre-arranged. A fee may be charged at the cities discretion.

I understand that a call out to City employees for services will be at my expense and I will be charged a 3 hour minimum call out fee for the first call out of the day. The current fee is $63.54 per hour ($190. 62 for the first call out of the day) and is subject to change.

I understand that this application is not a guarantee of event approval.

I, the undersigned, have read the above statements, general regulations and insurance requirements attached to this contract, and understand them and agree fully.

Applicant Signature _____ Date _____

Office Use Only

☐ Insurance Certificate ☐ List Of Vendors ☐ Meeting

☐ Deposit ☐ Plot Plan

Date _____

Time _____

☐ CM	☐ PW	☐ A	☐ HD
☐ CPM	☐ CD	☐ P	☐ BL
☐ LC	☐ BI	☐ F	☐ C

Notes _____

GENERAL REGULATIONS

Facility use agreements are issued in accordance with the policies outlined below as established by the City of Tehachapi. All reservation forms must be signed and returned, along with fees and deposits, before consideration of use approval. SUBMISSION OF RESERVATION REQUEST DOES NOT CONSTITUTE APPROVAL.

1. Any authorization and usage is understood to be at the City's discretion. The City will not be responsible for special condition, accommodations or other improvements for any granted request for use. Any special needs are the responsibility of the user with prior approval of the Public Works Director.

2. Groups or persons using a facility are responsible to pay for any damage to property or loss of property.

3. The City of Tehachapi is not liable for accidental injury to persons or loss or damage of group or individual property. The City requires proof of insurance coverage.

4. When, in the opinion of the City, activity conditions warrant the presence of one or more security personnel, the cost of such service shall be borne by the group or organization sponsoring the activity.

5. Permission to use City of Tehachapi facilities is granted subject to observance of regulations, and permits may be revoked for violation of regulations.

6. Permits may not be transferred, assigned or sublet.

7. Users of the facilities shall observe, obey and comply with all applicable City, County, State and Federal Laws, rules and regulations.

FOOD AND ALCOHOL REGULATIONS

1. The use of alcoholic beverages is by written permit only and must be requested at the time the facility use application is made. The City reserves the right to place restrictions on the use of alcoholic beverages in accordance with State Law.

2. The alcoholic beverage permittee will remove all beverages from the premises immediately following the approved function.

3. Food and refreshments, including alcoholic beverages, may be permitted in certain designated areas as determined by the City, or the designated representative.

4. Any function that is to be catered will be catered by an approved licensed caterer. All caterer's names and addresses will be provided upon request.

5. Any function where alcoholic beverages will be permitted shall require an additional ($50.00) deposit.

ANY EXCEPTION TO THE ABOVE POLICIES WILL BE REFERRED TO THE CITY MANAGER.

FEE AND DEPOSIT SCHEDULE

The following guidelines and rules will govern the costs and procedures for City approvals.

1. Any part of an hour will be considered a full hour in determining City costs.

2. All fees must be paid to the City of Tehachapi located at 115 South Robinson Street.

3. All refunds will be mailed as soon as possible following conclusion of the activity.

4. No arrangements can be made for a time extension with personnel on duty the day of the activity.

SECURITY PERSONNEL

If, in the opinion of the City Manager or a designated representative an activity condition warrants the presence of one or more security personnel, the cost of such service shall be borne by the group or person sponsoring the activity. Proof of obtaining the required security personnel must be in the City Hall no later than ten (10) working days prior to the activity. Proof should be in the form of a receipt and/or contract from a bonded security agency. If proof is not in the City Hall by the required date, use of the facility may be denied.

IF AFTER PROOF OF SECURITY HAS BEEN SUBMITTED TO CITY, SAID SECURITY IS NOT PRESENT ON DATE OF ACTIVITY, THE CITY EMPLOYEE IN CHARGE MAY REQUEST THE GROUP TO DISCONTINUE ACTIVITY AND ASK THE GROUP TO LEAVE THE AREA.

LIABILITY INSURANCE REQUIREMENTS

Insurance requirements for persons or organizations wishing to use City facilities should be as follows:

The party requesting to use the facility ("applicant") shall secure and keep in force during the entire term of applicant's use of the facility and covering all of applicant's activities with respect to the facility a comprehensive general liability insurance policy with bodily injury, property damage, and contractual coverage of not less than $1 million per occurrence and including a comprehensive coverage form, and coverages for premises/operation, operations hazard, complete operations, and products liability, and containing special endorsements providing substantially the following:

(1) That the City of Tehachapi, its agents, officers, employees and governing body and each member thereof are declared to be an additional named insured under the terms of the policy with reference to the activity described in the policy, whether such additional insured be actively or passively negligent or liable by operation of law;

(2) Contractual liability coverage underwriting the obligations of applicant to hold harmless, indemnify and defend each of the insureds provided herein;

(3) "Cross liability" or "Severability of Interest" coverage for all named insureds;

(4) That such insurance is primary, and that any other insurance maintained by the additional named insureds is excess and not contributing insurance with respect to the subject insurance policy;

(5) That the insurer waives all rights of subrogation against the additional named insureds;

(6) That the coverage afforded by such policy to the additional named insureds shall not be prejudiced in any way by any failure of the principal insured to comply with any notice requirements of such policy; and

(7) That such policy may not be canceled, coverage reduced or terms altered in any manner detrimental to the coverage except after delivery to the City of written notice not less than 15 days prior to the effective date of such cancellation, reduction or alteration. No such cancellation provisions in any such insurance policy shall be construed in derogation of the continuous duty of applicant to furnish insurance during the term of applicant's use of the facility. The lapse for any reason of insurance as required herein shall constitute breach of this requirement.

The facility shall not be used until applicant has provided City with a duly certificated certificate of insurance issued by an insurance company approved by City and evidencing that the policy has been issued, is effective, and complies with the foregoing requirements. Applicant must also provide City with a facsimile of the insurance policy and no use of the facility can be made until City has approved the policy.

INDEMNIFICATION

Applicant hereby agrees to indemnify, defend, and hold harmless the City, its Councilpersons, boards, commissions, officers, employees and agents from any and all claims, demands, suits, judgements, liability, damages, costs, and expenses arising out of or related to applicant's use or occupation of City's streets or facilities, including but not limited to, any act or omission to act on the part of City, its Councilpersons, boards, commissions, officers, employees, or agents, whether active or passive.

_____
Applicant Signature

_____
Date

Print Form

Sign off and return this page only, keep the application for your records.

OFFICE USE ONLY

Event Name _____ Date _____

Department

Comments