



# City of Buellton

## Special Event Permit Application

It is the City's desire that all groups and individuals who would like to stage a special event *which utilizes public facilities* (medians, streets, sidewalks, parks etc.) and *has a significant impact on the community* be able to do so in a manner which assures both the safety of the public and the success of the event. An application and agreement process has been set in place to achieve these goals.

### **Special Events FAQs**

#### **Q: Who needs to complete a Special Events Application?**

A: Any group or individual who would like to put on an event that will **1) utilize public facilities** (e.g., medians, streets, sidewalks, parks, etc.) and/or **2) have a significant impact on the community**. For example, a street festival or parade on the Avenue of Flags or its landscaped medians would require a Special Events Application. A private party at River View Park would not (there is a simple form for group picnic area reservations at the Park on the City website).

#### **Q: How far ahead of time does an event sponsor need to complete a Special Event Permit Application?**

A: A Special Event Permit Application must be submitted **at least 45 days before the event** (movie film crews may be allowed to apply for a permit on shorter notice). Each application is reviewed on a case-by-case basis by multiple departments within the City to determine the need for security, traffic management, waste disposal, and other considerations that accompany special events. During this time, a City representative will work with the sponsor to address any concerns regarding the event and to obtain compliance with any conditions the City may require in order to permit the event.

#### **Q: Is there a fee associated with the Special Events Application?**

A: There is a \$100 fee to process your Special Events Application, **and there are costs associated with putting on a special event that are the responsibility of the event sponsor**. All events are required to carry a minimum of one million dollars (\$1,000,000) liability insurance naming the City as additionally insured for the entirety of time City property is being used, including set up and clean up. All events with over 50 people in attendance are required to provide a damage deposit of \$500 to the City. Additional costs depend on the size and scope of the event and services required (these will be detailed in the application). For example, if the event requires Sheriff's involvement for traffic control, etc. a deposit in the amount of \$2,500 will be required.

#### **Q: When will the event be approved and when can it be publicized?**

A: After the City has reviewed the Application and addressed any concerns regarding the event, an official Special Event Permit will be issued. Then, and only then, is the event approved. This document will permit the event as described in the Application and may include conditions of approval depending on its size and scope. Only after the Special Event Permit has been issued should publicizing of the event occur.

#### **Q: Is there a limit on the number or size of special events at River View Park?**

A: Yes, the limits on the number or size of special events at River View Park are as follows:  
Up to 1 event per year of 2500-3000 attendees  
Up to 4 events per year of 1000-2500 attendees  
Up to 5 events per year of under 1000 attendees

#### **Q: Are there any restrictions on the frequency of Special Events?**

A: The City requires a minimum of two weeks between Special Events. Please check with the Planning Department as to the availability of your proposed date.

# SPECIAL EVENT PERMIT APPLICATION

NOTE: These permit rules are in addition to Buellton Municipal Code Chapter 12.24 Median Strips in Avenue of Flags and Chapter 12.28 Park and Recreational Facilities.

**Event Title** \_\_\_\_\_

**Event Sponsor** (Group or individual) \_\_\_\_\_

**Event Organizer** (This is the person responsible for organizing the event and is authorized to make all decisions related to the event and the Application process.)

Name \_\_\_\_\_ Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ Fax \_\_\_\_\_

Additional cell # for day of event \_\_\_\_\_ alternate contact name/phone \_\_\_\_\_

**Event Type** (you may check more than one)

- Auto Show
- Athletic Event
- Concert/Performance
- Farmers/Outdoor Market
- Festival/Celebration
- Parade
- Other \_\_\_\_\_

**Event Description and Location** (briefly describe the event and where it is to take place)

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**Event Date/Time**

Date(s) of event \_\_\_\_\_

Start Time (including set up) \_\_\_\_\_ Stop Time (including clean up) \_\_\_\_\_  
(If it is a multi-day event, please include start and stop times for each day)

**Event Estimated Attendance** (per day, if more than one day) \_\_\_\_\_

# Event Checklist

Please use the following checklist to provide the City with more detailed information about the proposed event and to refine the event plan. For each item checked, please include the appropriate information; attach additional sheets if necessary.

**Event Site Plan** (Clearly draw the proposed layout of the event on the map provided. Be sure to show the locations of any street closure requests, portable structures, vendor booths, first aid facilities, barricades, show vehicles or animals, signs/banners, and any other information that will better assist the City in reviewing the activities associated with the event.)

**Admission Fees** (Are entry or participant fees required? Please describe.)

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**Parade** (See parade route map provided. All parades will require a traffic management plan approved by the Sheriff's Department)

**Race** (Will the event feature an organized run, walk, or bicycle race? Please describe.)

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**Portable Restrooms** (Portable restrooms may be required if the event will last longer than one hour and if permanent restrooms are not available on site. One chemical toilet for every 250 people in attendance is recommended with at least 10% of toilets ADA accessible. How many portable toilets will the sponsor provide? Where? Please describe.)

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**Parking** (Will your event require off-site parking? Please describe where.)

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**Trash/Recycling** (The sponsor is responsible for providing proper disposal of trash/recycling during the event and the area should be returned to a clean condition at the conclusion of the event. How many trash cans and recycling containers will the sponsor provide? Where? Please describe.)

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**Music/Amplified Sound** (Will musical entertainment be a part of the event and will amplified sound be used in any way? Please describe.) The allowable decibel level for amplified music is 65 dbL. The City requires onsite monitoring by the Code Enforcement Officer.

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**Security** (see *Conditions of Use #9*)

**Vendors** (Will the event include commercial vendors? Will there be vendor fees? Please describe.)

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**Food** (Will food be served at the event? Will it be prepared on site? Will food be sold? Please describe. All food preparation and sales must comply with County Public Health Department standards, Call Rick Furtado: 346-8480)

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**Alcohol** (Will alcohol be served? Any event where alcohol is present requires a security plan approved by the Sheriff's Department. Will alcohol be sold? The sale of alcohol requires a Special Daily License from Alcoholic Beverage Control, 543-7183, and a Seller's Permit from the Board of Equalization, 1-800-400-7115)

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**Power** (Will the event require electric power? Please describe. City provided power may be available upon request at cost.)

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**Water** (Will the event require water? Please describe. City provided water may be available upon request at cost.)

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**City Staff Assistance** (Will the event require City staff time or assistance? Please describe. Large events may be required to have staff monitor. City will bill for staff time at \$90/hour.)

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**Other** (Please describe any other important aspect of the event not covered above.)

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# Agreement

**In consideration of the issuance of a permit by the City, the Sponsor agrees to accept the following terms and conditions.**

## Definitions

*City* – the City of Buellton

*Sponsor* – the authorized agent of the group or individual applying for an event permit

*Event* – the special event proposed in this application

*Public Property* – parks, streets, sidewalks, right of ways, or other City owned facilities used by Applicant during an event

## A. Conditions of Use

1. A person who is at least eighteen (18) years of age must sign this agreement. If alcohol will be served, a person who is at least twenty-one (21) years of age must sign this agreement.
2. Sponsor shall provide the City with a single contact who is to serve as the representative for Sponsor's activities.
3. Sponsor shall be responsible for securing all required permits and licenses.
4. Any Public Property shall be used for the purpose stated in the application and no other use will be permitted.
5. Sponsor shall not use the City's name to suggest endorsement or sponsorship of the Event without prior written approval of the City Manager or his/her designee. Sponsor's publicity of the Event shall clearly and accurately identify the name of the sponsoring organization or individual and shall not use the City's name in any manner except to designate the location of the event.
6. Sponsor shall permit any City employees to visit the Event described in this application to insure compliance with Event terms and conditions.
7. Under no circumstances shall Sponsor sublease or allow any other organization or individual to use the Public Property for the period which the Sponsor has contracted. Sponsor is an independent contractor and not the agent or employee of the City.
8. In the event that Public Property is left damaged, Sponsor shall be charged for any and all janitorial and/or repair fees incurred by City as a result of same and these fees shall be billed to Sponsor.
9. The City, at its sole discretion, may require a certain number of security officers for the Event. Sponsor shall be responsible for procuring and paying for security officers through the City or a private security agency.
10. Sponsor is solely responsible for supervising all individuals on Public Property during the Event. The City is not responsible for providing this supervision. However, the City may evict individuals from the Event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.

11. Sponsor, caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to Public Property prior to or after the Event time period. Sponsor shall be responsible for arranging access during the time requested for entry and exit of the facility.
12. Sponsor shall be responsible for all clean up of Public Property at the end of the Event. Sponsor shall pick up, bag, and remove all trash generated by all activity in any way connected with the Event, leaving Public Property clean and free of all trash and litter.
13. Sponsor shall not store any equipment or materials on Public Property without prior written approval of the City Manager or his/her designee.
14. Sponsor shall not remove, or relocate City property for any reason without prior written approval of the City Manager or his/her designee.
15. Sponsor shall secure the approval of the City before using audio/visual systems, public address systems, and live or recorded amplified music. Sponsor shall not record, televise, or broadcast the Event or any portion thereof without prior written approval of the City Manager or his/her designee.
16. Sponsor shall comply with all local, state, and federal laws and regulations related to the use of Public Property.
17. Gambling of any kind is not permitted on Public Property.
18. If Sponsor violates any part of this agreement or reports false information to the City, the City may refuse Applicant further Event use of Public Property and Sponsor shall forfeit a portion of or all of the deposit.
19. The City may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
20. Any person aggrieved by the City's decision with respect to this Agreement may appeal to the City Manager or his/her designee in writing no later than five (5) days after the City's decision has been communicated to the aggrieved party.
21. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **B. Indemnification and Insurance**

1. Sponsor shall indemnify, defend, and hold harmless the City, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liabilities for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected to the Sponsor's use of Public Property, unless solely caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents.
2. Sponsor shall procure and maintain general liability insurance against any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected to the Sponsor's use of Public Property in the amount of one million dollars (\$1,000,000) per occurrence. Such insurance shall name the City, its officers, employees, and agents as additionally insured prior to the event date. Said insurance certificate should cover all dates including set up and tear down dates. Sponsor shall file certificates of such insurance with the City, which shall be endorsed to provide thirty

(30) days notice to the City of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the City may deny permitting the event.

3. Sponsor shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with the Sponsor's use of Public Property to the City Manager or his/her designee, in writing and as soon as practicable.

4. Sponsor waives any right of recovery against the City, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. Sponsor shall not charge results of "acts of God" to the City, its officers, employees, or agents.

5. Sponsor waives any right of recovery against the City, its officer, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Sponsor's use of Public Property, even if the City, its officers, employees, or agents seek recovery against Sponsor.

**IMPORTANT – READ BEFORE SIGNING**

**I am an authorized agent of the organization submitting this Agreement. The information provided in this Agreement is true and correct. I have read and understand this Agreement and the Sponsor agrees to all of the aforementioned rules, regulations, and conditions of use.**

**Sponsor** \_\_\_\_\_

**Signature and Title of Responsible Person** \_\_\_\_\_ **Date** \_\_\_\_\_

**Print Name** \_\_\_\_\_