



**Santa Cruz County Parks**  
979 17<sup>th</sup> Avenue  
Santa Cruz CA, 95062  
Ph: (831) 454-7901 – Fax (831) 454-7940  
[www.scparks.com](http://www.scparks.com)

### **Special Event Conditions of Use**

#### **-EXAMPLE-**

This form is to accompany the Facility Permit Contract for \_\_\_\_\_ to be conducted at \_\_\_\_\_ . 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 Park Dept staff on TBD

**Grounds:** No changes or modifications to the park facilities or grounds are permitted without express written approval of the Department.

**Clean up:** Clean up and return the grounds and landscaping to conditions found prior to the event to the satisfaction of the Parks Dept. This shall include, but not be limited to, 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 \$43./hour plus materials.

**Map:** Provided a map to the Parks Dept. 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 provided map.

**Equipment** checked out from Parks Dept shall be returned within the time limits of the permit. Equipment is subject to rental fees and prior reservation by the Parks Dept.

Requested equipment: TBD

**Handicapped access:** Provide adequate handicapped accessible parking spaces. Location: TBD.

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

**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. This includes health permits for food booths. Obtain and comply with all required licensing agreements.

**Workers:** Persons employed by the user of park facilities to work with stage sets, scenery, rigging properties, lighting, sound equipment, or to perform other work of specialized or technical nature, including ushering and other duties, shall be experienced and competent and in every respect, qualified to perform their duties without jeopardy or hazard to life, property or equipment. State Workers Compensation Insurance requirements shall be in effect.

**Barriers:** Place barriers, rope off and/or patrol use area in order to discourage foot and vehicular traffic on planted areas. Fencing must be outside of irrigation lines.

**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

A copy of this letter with proof of receipt by each agency shall be on file with the approved use permit. 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.

**Security Plan:** Adequate security personnel must be provided. The Park's Department. Plans must approve plans for event security. Overnight camping is not permitted in any County Park. The Parks Dept must approve arrangements for overnight security.

**Parking:** Provide a parking plan. A shuttle service is required.

**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. Maintain 1/3rd pedestrian - 2/3rds vehicle access along driveway into park, as required on Fire Permit.

**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.

**Trash and Recycle:** Remove all trash and recycling 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:** Permittee to provide 20 chemical toilets with at least 3 accessible for people with disabilities and 3 washing stations. Provide for pumping of porta potties and washing stations as well as portable sink tanks to be pumped between event days. (These are example numbers for a capacity of up to 3000)

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

**Cancellations:** Reservation cancellations must be made in writing. Cancelled reservations up to four months prior to the event are subject to a fee of 25% of the reservation charge. Reservations that are cancelled between four months and two months prior to the event are subject to a fee of 50% of the reservation charge. Cancellations of less than two months receive no refund of rental fees

**Charges and Fees:** Rental Fees and Damage Deposit due as scheduled on contract. 2% (for non-profit or 4% for private/ for profit) of gross ticket sales due by \_\_\_\_\_. A statement of gross entrance receipts to be signed by permittee to confirm percentage payment.

Failure to comply with all of the terms of the Special Events Conditions of use will result in forfeiture of 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
- b. Personal injury
- c. Broad form prop. damage
- d. Contractual liability
- e. Cross 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 and Cultural Services  
Attn: Mary Chavez  
979 17<sup>th</sup> Avenue  
Santa Cruz, CA 95062

6. Copies of all required insurance certificates must be submitted to by June 9, 2014

## **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.