



For Staff Use Only
File No. _____
Staff Approval _____
CC Approval _____

# CITY OF MERCED

## City-Owned Real Property Use Permit Application

A fee of \$35.00 must accompany this Real Property Use Application to cover cost of processing. This is not a business license fee. Other fees through Fire or other City departments may be applied based on type of use. All fees shall be paid a minimum of one week prior to date of use, but please get your application in as soon as possible prior to the event. City staff can approve events which do not involve the sale or service of alcohol, but if alcohol is involved, your application will need to be forwarded to the City Council for approval. Such a request that takes City Council approval must be turned in at least SIX WEEKS prior to the event.

Date: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Non-Profit I.D. number: \_\_\_\_\_

Organization Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Site Location: \_\_\_\_\_

APN Number: \_\_\_\_\_

Type of Use / Description of Event (include whether or not alcohol will be served):

Event Name: \_\_\_\_\_ Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

THIS EVENT WILL SELL OR SERVE ALCOHOL: Yes \_\_\_ No \_\_\_

ELECTRICITY? We Request City-supplied electricity Yes \_\_\_ Not needed/other arrangements \_\_\_

CITY SPECIAL EVENT REFUSE SERVICE NEEDED? Yes \_\_\_ No \_\_\_

Dates and Times of Use (include time for setup and takedown as well as event time):

Use start/end times: \_\_\_\_\_

Event start/end times: \_\_\_\_\_

***\*Applicant shall attach a Location Map to this application as well as a Business License application.***

**INDEMNIFICATION:** The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, developer/applicant shall indemnify, protect, defend, and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any governmental entity in which developer/applicant's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend (with counsel selected by the City) such governmental entity. City shall promptly notify the developer/applicant of any claim, action, suits, or proceeding. Developer/applicant shall be responsible to immediately prefund the litigation cost of the City including, but not limited to, City's attorney's fees and costs. If any claim, action, suits, or proceeding is filed challenging this approval, the developer/applicant shall be required to execute a separate and formal defense, indemnification, and deposit agreement that meets the approval of the City Attorney and to provide all required deposits to fully fund the City's defense immediately but in no event later than five (5) days from that date of a demand to do so from City. In addition, the developer/applicant shall be required to satisfy any monetary obligations imposed on City by any order or judgment.

**INSURANCE:** Prior to engaging in the event, Event Sponsor shall complete and file with the City a special events, general liability and automobile policy of at least \$500,000 combined limit for bodily injury and property damage which covers the entire event. Said policy shall stipulate that this insurance will operate as primary insurance and that no other insurance will be called on to cover a loss covered thereunder. Additional insured endorsements evidencing this special events, general liability and automobile coverage, naming the City and its officers, agents, and employees as additional insureds, must be submitted to the City prior to the event. This certificate shall provide that thirty (30) days written notice of cancellation shall be given to the City.

**COMMUNICABLE DISEASE WAIVER AND RELEASE:** Undersigned waives and releases the City from any and all claims, causes of action, allegations, or assertions that may arise relating to infection of any person by COVID-19 (Coronavirus) or other communicable disease that occurs, or is alleged to occur, during the event. Undersigned also agrees to defend, indemnify, and hold the City harmless from any and all claims, causes of action, allegation, or assertions made against the City or the City's employees arising from or relating to actual or alleged infection occurring during the event, except where caused by the sole negligence or willful misconduct of the City.

**REFUSAL OR REVOCATION OF PERMIT:** Failure to comply with any law, rule or regulation applicable to the use of said streets shall be grounds to revoke any such permit and, in such circumstances, the Chief of Police shall immediately revoke said permit. The Event Sponsor or permit holder, in such case, shall have the right to appeal said revocation to the City Council.

**The undersigned declares under penalty of perjury that he/she has the authority to sign for and bind the Event Sponsor to the conditions imposed by the City upon the granting of this Application.**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: Falsification of this application is a misdemeanor and grounds for revocation of any permit.

<i>For City Department Use Only</i>			
Proof of Non-Profit Status _____	Insurance _____	Fees paid _____	
Location Map _____	Indemnification _____	Receipt # _____	
		By: _____	
Approved _____	Denied _____	Approved _____	Denied _____
_____	_____	_____	_____
Planner	Date	Fire Chief	Date

**Instructions for Completion**  
**City-Owned Real Property Use Permit Application**

1. ***Name of Organization*** – Name of non-profit organization requesting permit.
2. ***Non-Profit I.D. Number*** – Proof of non-profit status, as provided by the State of California.
3. ***Organization Address*** – Organization’s permanent address including City and State.
4. ***Mailing Address*** – Mailing address if different than above.
5. ***Contact Person*** – Name of representative who can answer questions.
6. ***Phone Number*** – Phone number of organization or organization’s representative.
7. ***Site Location*** – Identify exact location of site to be used.
8. ***Type of Use/Event Description*** – Describe the purpose for which the site will be used and identify item(s) to be sold or service to be performed.
9. ***Dates of Use*** – identify the dates site will be in use.
10. ***Fees*** – Following submittal of application, permit Agent shall calculate all fees required. Fees are payable to the City of Merced prior to issuance of permit.
11. ***Required Attachments*** – Applicant shall attach to the application the following:
  - a. Original, signed Certificate of Insurance;
  - b. Completed Business License application
  - c. Location Map clearly indicating desired site and all structures, tables, etc., surrounding uses,
  - d. Site layout showing position of signs, vehicles, campers, tents, etc.;
  - e. Proof of non-profit status, as provided by the State of California.
12. ***Signature*** – Individual applying for the permit shall sign and date application.

**LIQUOR LIABILITY INSURANCE -POLICY-**

YOU HAVE APPLIED FOR STREET CLOSURE/PARKING LOT CLOSURE AND HAVE INDICATED THAT ALCOHOLIC BEVERAGES WILL EITHER BE SERVED OR SOLD AS PART OF THE FUNCTION OR ACTIVITY BEING CONDUCTED AT THIS EVENT.

THE MERCED CITY COUNCIL HAS ADOPTED ORDINANCE #1941 CHAPTER 12.42 TEMPORARY STREET CLOSURES WHEREAS WHEN ALCOHOLIC BEVERAGES ARE TO BE SERVED OR SOLD, THE GROUP OR INDIVIDUAL SHALL BE REQUIRED TO COMPLY WITH ALL OTHER LAWS RELATING TO THE SALE OF ALCOHOLIC BEVERAGES.

FOR GROUPS SELLING ALCOHOLIC BEVERAGES AT A FUNCTION OR ACTIVITY, WE RECOMMEND THAT YOU CONTACT YOUR INSURANCE CARRIER TO OBTAIN SPECIFIC INFORMATION ON COVERAGE OR CONSIDER CONTRACTING WITH A CATERER WHO ALREADY HAS THE NECESSARY PERMITS, LICENSES, AND INSURANCE COVERAGE.

WHETHER YOU SELL OR SERVE ALCOHOLIC BEVERAGES, IT IS YOUR RESPONSIBILITY OR YOUR GROUP'S RESPONSIBILITY TO COMPLY WITH THE RULES AND REGULATIONS OF THE CALIFORNIA STATE DEPARTMENT OF ALCOHOL BEVERAGE CONTROL WITH REGARD TO OBTAINING THE NECESSARY LICENSES OR PERMITS. SHOULD YOU HAVE ANY QUESTIONS REGARDING THE REQUIREMENT FOR A LICENSE OR PERMIT, YOU SHOULD CONTACT THE CALIFORNIA STATE DEPARTMENT OF ALCOHOL BEVERAGE CONTROL, 31 EAST CHANNEL STREET, ROOM 168, P. O. BOX 150, STOCKTON, CALIFORNIA 95201; TELEPHONE (209) 948-7739.

I CERTIFY THAT I HAVE READ AND REVIEWED THE LIQUOR LIABILITY POLICY OF THE CITY OF MERCED AND WILL COMPLY WITH THESE REQUIREMENTS.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

EVENT DATE \_\_\_\_\_

LOCATION OF EVENT \_\_\_\_\_



# Request to Borrow City-Owned Equipment

*For Administrative Use Only:*

- Event within City Limits
- Equipment Available
- Director Approval \_\_\_\_\_

**Requestor:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Business Entity: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Event Name/Description:** \_\_\_\_\_

\_\_\_\_\_

**Event Location:** *(must be within City limits)*

\_\_\_\_\_

\_\_\_\_\_

**Services Requested:**

Requestor must call **Public Works at (209) 385-6800** to request these services:

- Electricity at Bob Hart Square for Approved Event
- Special Events Refuse Service

**Items Requested:** *Subject to availability. Limit 50 Cones & 20 Barricades per event.*

- Cones (Quantity: \_\_\_\_\_)
- Barricades (Quantity: \_\_\_\_\_)

**Dates Requested:** \_\_\_\_\_ (check out) **to** \_\_\_\_\_ (check in)

*Note:* Requestor must pick-up and drop-off equipment between 7:30 AM and 2:00 PM weekdays.

**Acknowledgement:**

**CHECK-OUT:**

The quantity of items listed above have been received by requestor. Requestor acknowledges responsibility to replace any damaged or missing equipment.

\_\_\_\_\_  
REQUESTOR Signature

\_\_\_\_\_  
Date

**CHECK-IN:**

- All items have been returned.
- Both parties acknowledge the following items are missing or damaged: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
REQUESTOR Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
CITY EMPLOYEE Signature

\_\_\_\_\_  
Date