

SPECIAL EVENT APPLICATION AND INFORMATION PACKET

PLEASE TAKE TIME TO REVIEW THE SPECIAL EVENT PERMIT APPLICATION AND INSTRUCTIONS BEFORE YOU BEGIN COMPLETING THE APPLICATION FORM.

Thank you for selecting Fresno as the site for your special event. Once an application is submitted with all the mandatory attachments, it will be distributed to city departments that may be involved in permitting and/or supporting the event described in this application. The application will be reviewed by these departments in order to determine required conditions, scope, estimated cost of city support services, and the permits that will be required.

Events celebrate and support a “sense of community” and must encourage participation by all people. Event organizers are responsible for ensuring that they meet the Federal and State accessibility regulations. For more information on making temporary events accessible to people with disabilities please visit: <https://adata.org/publication/temporary-events-guide>

A Special Event Application & Mandatory Attachments must be received a minimum of 60 days prior to event.

Submit the application and all mandatory attachments to:

SpecialEvents@Fresno.gov
1515 E. Divisadero St. Fresno, CA 93721
Phone (559) 621-2916
Fax (559) 457-1369

MANDATORY ATTACHMENTS CHECKLIST:

Incomplete applications will not be processed. Please submit the following items with your application:

- Special Event Application:** Please complete and submit the Special Events Application. Any change to the application or mandatory attachments may require additional review by City departments and could result in additional requirements and costs.
- Payment of Fees:** Special Event Application processing fees total \$378.00, additional fees and permits may be required based upon your event. Applicants may pay with credit or debit card (2.3% service fee applies) or business check or money order payable to the City of Fresno.
- Indemnification and Hold Harmless Agreement:** This agreement is Exhibit B. The authorized representative must sign, and clearly print his/ her name and title.
- Site Plan:** A site plan provides the City with the layout of your event. Please review Exhibit D for Site Plan requirements.

LOCATION: (Check all that apply)

- City Park/Facility On a Public Street/Median Other _____
- Private Property

For events on private property, a letter from the property owner(s) or authorized agent must be included with the application. The letter should include an acknowledgement of the event and contact information.

Facility Name(s): _____

Address(es): _____

For events that require road closures, Applicant will need to work with a third-party vendor to prepare and submit a Traffic Control Plan.

Road Closure Start Date & Time: _____ Road Closure End Date & Time: _____

Name of Company preparing Traffic Control Plan: _____

_____ between: _____ and _____
 Street Street Street

_____ between: _____ and _____
 Street Street Street

_____ between: _____ and _____
 Street Street Street

- Yes No Is this a charitable fundraiser? For what cause? _____
- Yes No Is there an attendance fee? Fee per Person? _____
- Yes No Is there a parking fee? Fee per Car? _____
- Yes No Is this event open to the public?
- Yes No Will your organization have any employees working the event?
- Yes No Will you be selling tickets?

Will any equipment be used at event site? Check all that apply (If yes, additional information may be required)

- | | | |
|--|--|---|
| <input type="checkbox"/> Fencing | <input type="checkbox"/> Tables/Chairs | <input type="checkbox"/> Food Preparation Equipment |
| <input type="checkbox"/> Parade Floats | <input type="checkbox"/> Generators | <input type="checkbox"/> Large Vehicles/Equipment |
| <input type="checkbox"/> Booths | <input type="checkbox"/> Heaters | <input type="checkbox"/> Bounce House |
| <input type="checkbox"/> Drones | <input type="checkbox"/> Other: _____ | |

Yes No Are there any musical entertainment features related to your event?

Number of Performers/Bands: _____

Performer/Band name and music type: _____

Yes No Will sound checks be conducted prior to the event?

If yes, Start time _____ Finish time: _____

Yes No Will sound amplification be used?

If yes, Start time _____ Finish time: _____

Yes No Do you plan to have a patron dance component to either live or recorded music at your event? If yes, please describe: _____

Yes No Will you be using any tents or canopies 10' x 10' (pop-up size) or smaller? If yes, list how many, their sizes (dimensions or square feet), arrangement of the tents including separation distances, and what activities will be held inside the tents:

Yes No Will you be using any tents or canopies larger than 10'x10'? **Any tents larger than 10' x 10' will require an additional permit and day-of-event inspection and related fees.** If yes, list how many, their sizes (dimensions or square feet), arrangement of the tents including separation distances and what activities will be held inside the tents:

Yes No Will you be using a stage? **All stages will require an additional permit and day-of-event inspection and related fees. All stages must comply with ADA codes.** If yes, list how many, their sizes and arrangement:



Amusement Rides/Devices How many? _____

What kind of rides? _____

Yes No Will there be a camp or camping facility set up in connection with this event?

Yes No Will you be requesting use of any city equipment and/or services?

If yes, please list below equipment you'll be requesting: (Examples: Tow away/No parking signs, barricades, meter bags, electrical power, traffic control officers, etc.)

Yes No Does your organization own any vehicles that will be used at any time during this event?

Yes No Will food be served?

Yes No Will there be food vendors on site? **All food vendors must submit a completed Fresno County Health form.**

Yes No Will there be non-food vendors on site?

If yes, please list all participating vendors/concessionaires. List business name, contact person/phone number, and item being sold/distributed using the attached Exhibit C. **Event organizers are responsible for ensuring all vendors are properly licensed.**

Yes No Will alcohol be served? Yes No Will alcohol be sold?

If alcohol will be served or sold in any capacity, the event holder must obtain a Permit from the Alcoholic Beverage Control Board and Insurance coverage that meets the City of Fresno's Liquor Liability insurance requirements per Exhibit A.

Agency obtaining ABC License: _____

If other than Applicant, agency will need to sign Exhibit B Hold Harmless Agreement and meet the insurance requirements in Exhibit A.

Events are required to provide portable restroom facilities at your event, please refer to Exhibit E for recommended accommodations per attendees.

How many portable toilets will you provide at your event? _____

Total number of portable toilets: _____

Number of ADA accessible portable toilets: _____

Events are required to provide facilities for waste, garbage and recyclable goods at your event.

How many of the following will you provide?

Number of Trash Cans: _____ Number of Dumpsters with Lids: _____

Number of Recycling Containers: _____

Please describe your plan for cleanup and removal of recyclable goods, waste and garbage during and after your event.

Yes No Will your event be advertised? Please include marketing materials with application. **Advertising of the event prior to approval of all required permits is strongly discouraged.**

Yes No Will banners be hung? If yes, where? _____

Any event advertisement within or on City property is to be posted no more than one week prior to the event date. Within 24 hours of the completion of the event, all signage must be removed.

Yes No Will you be providing your own insurance?

If yes, please provide;

Name of Insurance Carrier:

Contact Name:

Contact Phone & Email:



I, the undersigned representative, have read the rules and regulations with reference to this permit and am duly authorized to enjoin the organization(s) or person(s) listed on this application for the responsibilities listed in the Fresno Municipal Code section 14-2400 in its entirety and as applied to the City of Fresno.

I understand that if the property used for the event has not been properly cleaned or restored, the applicant/sponsor shall be billed for the actual cost incurred by the city for cleanup and restoration, and the cleanup deposit, or a portion thereof, shall be applied toward payment of the bill. If the applicant/sponsor disputes the bill, he may appeal to the City Controller within five days after receipt of the bill. Should there be any unexpended balance on deposit after completion of the work, this balance shall be refunded to the applicant/sponsor. Should the amount of the bill exceed the cleanup deposit, the difference shall become due and payable to the city upon the applicant's receipt of the bill.

I understand that any permits granted by the City of Fresno can be revoked by a peace officer or city official, if in the officer's official opinion, finds that I violate my permit or park rules.

Print Name: _____

Title: _____

Signature: _____

Date _____

SPECIAL EVENTS INSURANCE INSTRUCTIONS

Please provide the attached insurance requirements “Exhibit A” to your insurance broker or agent. If you do not currently have insurance, you have the option of applying for insurance through a City of Fresno-vetted special events program, which will meet all of our requirements.

The General Liability requirements must be met by all event holders. If your organization owns any vehicles that will be used during the event, the Auto Liability requirements will need to be met. If your organization will have any employees present at the event, the Worker’s Compensation requirements will need to be met. Below are some situations where additional coverage may be required. Please note all events are different, and the below situations do not cover all parts of the insurance requirements.

Beer Garden or Serving Alcohol

If alcohol will be served or sold in any capacity, the Liquor Liability requirement will need to be met. This requirement will need to be met by the organization that is applying for the ABC License. That organization will also need to sign an Indemnity and Hold Harmless Agreement and meet all insurance requirements.

Live Musicians, Performers, DJs, Bands

If you will be having any Live Musicians, Performers, DJs or Bands at your event, the insurance you provide for the event must provide coverage for them. We will require proof that these exposures are not excluded from your policy. If you are purchasing coverage through the special events program, this coverage is provided via a separately purchased policy.

Vendors (Food, Non-Food or Exhibitor)

If you are having vendors participating in your event, the insurance you provide will need to provide coverage for all vendors (Food, Non-Food or Exhibitor). We will require proof that these exposures are not excluded from your policy.

All signed documents, **APPROVED** insurances and full payment are due no less than 30 days prior to your event date. All insurance must be submitted for review no less than 45 days prior to your event date. If approved insurance is not in place 30 days before the event date, the event holder will have to purchase one day event insurance through the City of Fresno (subject to underwriter’s approval).

Any information contained herein does not alter the insurance requirements contained in Exhibit A.

**INSURANCE REQUIREMENTS FOR SPECIAL EVENTS AND THE USE OF CITY
GROUNDS AND FACILITIES
EXHIBIT "A"**

In consideration for the issuance of a Permit for Special Event or the issuance of a Permit Reservations for the use of City Grounds and Facilities, Permittee shall pay for and maintain in full force and effect all policies of insurance required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by City's Risk Manager or his/her designee at any time in his/her sole discretion. The following policies of insurance are required and shall maintain limits of liability of not less than those amounts stated below, however, the insurance limits available to the City of Fresno, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured.

(i) **COMMERCIAL GENERAL LIABILITY** insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 providing liability coverage arising out of your business operations. **Example of acceptable endorsements would be CG 20 12 04 13 or CG 20 26 04 13 along with CG 20 01 04 13.** The Commercial General policy shall be written on an occurrence form and shall provide coverage for *"bodily injury", "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), all vendors, exhibitors, entertainers, products and completed operations and contractual liability (including, without limitation, indemnity obligations under the Agreement)* with limits of liability of not less than the following:

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate

ANY AMUSEMENT RIDES OR DEVICES MUST BE INSURED AND SPECIFICALLY ENDORSEMENT INTO NOT EXCLUDED FROM THE GENERAL LIABILITY INSURANCE AND IF AMUSEMENT RIDE/DEVICE OWNER IS NOT THE EVENT HOLDER, THE RIDE/DEVICE OWNER WILL NEED TO ENTER INTO A DIRECT SIDE AGREEMENT TO PROVIDE INDEMNITY AND INSURANCE PROTECTION TO THE CITY OF FRESNO. ALL AMUSEMENT RIDES AND/OR DEVICES MUST BE PREAPPROVED 30 DAYS IN ADVANCE BY RISK MANAGEMENT PRIOR TO USE.

LIQUOR LIABILITY INSURANCE: If alcoholic beverages are to be sold*, served or furnished, **Liquor Liability coverage is required with limits** of liability of not less than:

- (i) \$1,000,000 per occurrence;
- (ii) \$2,000,000 aggregate for bodily injury and property damage;

The responsibility for Liquor Liability Insurance may be assigned to Permittee's concessionaire/vendor. *If Permittee intends to sell alcohol either the Permittee or concessionaire/vendor providing the alcohol for sale must have a valid liquor sales license and Liquor Liability Insurance covering sale of alcohol. If the liquor sales license is obtained by a concessionaire/vendor, that entity must enter into a direct Side Agreement with the City

of Fresno in order to provide indemnity and insurance protection and provide the required insurance documents as identified herein.

COMMERCIAL AUTOMOBILE LIABILITY* insurance which shall be at least as broad as the most current version of ISO Business Auto Coverage form CA 00 01 providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Commercial Automobile policy shall be written on an occurrence form and shall provide coverage for “all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 - Any Auto) with limits of liability of not less than the following:

(i) \$1,000,000 per accident for bodily injury and property damage

WORKERS’ COMPENSATION insurance as required by the State of California and **EMPLOYERS’ LIABILITY (Where Applicable)** insurance with limits of \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit. *(Only required if Permittee has employees.)*

Umbrella or Excess Liability In the event Permittee purchases an Umbrella or Excess Liability insurance policy(ies) to meet the “Minimum Limits of Insurance,” this insurance policy(ies) shall “follow form” and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non- contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES/SELF-INSURED RETENTIONS - Permittee shall be responsible for payment of any deductibles contained in any insurance policies required herein and Permittee shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the City’s

Risk Manager or his/her designee. At the option of the City’s Risk Manager or his/her designee, either:

(i) The insurer shall reduce or eliminate such deductibles or self-insured retention as respects City, its officers, officials, employees, agents and volunteers; or

(ii) Permittee shall provide a financial guarantee, satisfactory to City’s Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

ENDORSEMENTS: All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. **Permittee shall have furnished City with the certificate(s) and applicable endorsements for ALL required insurance forty-five (45) days prior to the Special Event and/or Use of City Grounds and Facilities.**

(i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non- renewed, reduced in coverage or in limits except after thirty (30) calendar day written notice by certified mail, return receipt requested, has been given to the City. Permittee is also responsible for providing written notice to the City under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non- renewal or reduction in coverage or in limits, Permittee shall furnish the City with a new certificate and applicable endorsements for such policy(ies). **In the event any policy is due to expire during the special**

event, Permittee shall provide a new Certificate and applicable endorsements evidencing renewal of such policy(ies) not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

(ii) The Commercial General, Commercial Automobile and Liquor Liability (if applicable) insurance policies shall name the City of Fresno, its officers, officials, agents, employees and volunteers as additional insureds.

(iii) All policies of insurance shall be endorsed to be primary and non-contributory with respect to the City of Fresno, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Fresno, its officers, officials, employees, agents and volunteers shall be excess of the Permittee's insurance and not contribute with it.

(iv) Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City of Fresno, its officers, officials, agents, employees and volunteers.

PROVIDING OF DOCUMENTS: Upon request of City, Permittee shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all pages to the policy requested including the Declarations page, the Forms and Endorsements page, all Endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive the expiration or termination of the Permit.

MAINTENANCE OF COVERAGE: If at any time during the Special Event or the Use of City Grounds and Facilities, Permittee fails to maintain the required insurance in full force and effect, the Permit providing permission for such use shall be discontinued immediately until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the City.

NOTE: A Certificate of Insurance is not acceptable, in lieu of the additional insured and/or waiver of subrogation endorsements required above. The Certificate of Insurance must be accompanied by the Insurance Policy Declarations' pages, the Forms and Endorsements pages, Additional Insured and Primary and Non Contributory Insurance endorsements. The Permittee is required to cover all parts of the event. If any part of the event is excluded by the insurance provided, the Permittee is required to purchase coverage for these exposures. The exposures include but are not limited to; Liquor, Amusement Devices, Vendors, Exhibitors, DJs, Live Performers and Bands.

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
FOR SPECIAL EVENTS AND USE OF CITY GROUNDS AND FACILITIES**

In consideration for the issuance of a Permit for a Special Event or for the issuance of a Reservation Permit for the Use of City Grounds and Facilities and to the furthest extent allowed by law, Permittee does hereby agree to indemnify, hold harmless and defend the City of Fresno (hereinafter referred to as "City") and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Permittee or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the special event. Permittee's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

Throughout the life of the Special Event or Use of City Grounds and Facilities, Permittee shall pay for and maintain in full force and effect all insurance as required in Exhibit A, which is incorporated into and part of this Agreement, or as may be authorized or required in writing by City's Risk Manager or his/her designee at any time and in his/her sole discretion.

Permittee shall conduct all defense at his/her/its sole cost. The fact that insurance is obtained by Permittee shall not be deemed to release or diminish the liability of Permittee, including, without limitation, liability assumed under this Agreement. The duty to indemnify shall apply to all claims regardless of whether any insurance policies are applicable. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Permittee. The policy limits do not act as a limitation upon the amount of defense and/or indemnification to be provided by Permittee. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Permittee, its officials, officers, employees, agents, volunteers or invitees.

City shall be reimbursed for all costs and attorney's fees incurred by City in enforcing this Agreement.

This Indemnification and Hold Harmless Agreement shall survive the expiration or termination of the Permit.

The undersigned acknowledges that he/she (i) has read and fully understands the content of this Indemnification and Hold Harmless Agreement; (ii) is aware that this is a contract between the City and Permittee; (iii) has had the opportunity to consult with his/her attorney, in his/her discretion; (iv) is fully aware of the legal consequences of signing this document; and (v) is the Permittee or his/her/its authorized signatory.

Signed, sealed and delivered this _____ day of _____ 2020.

Permittee

City Employee

Print Name

Print Name

Address

Title

Telephone Number

Telephone Number

**EXHIBIT D
 Site Plan Requirements**

All applications are required to submit a detailed site plan. Site plans must include the following but not limited to:

Event Traffic and Access: Must provide a minimum twenty foot (20') emergency access lane throughout the event. If the event involves a moving route of any kind, indicate the direction of travel in addition to:

- Staging area(s)
- Start and finish points
- Proposed Street Closure(s)
- Perimeter of the entire event to include use of buildings and outdoor areas
- Fences, barricades and barriers, indicate any removable fencing for emergency access
- Access and egress points
- Entrances and exits for any enclosed area
- Load-in route and load-out route
- Proposed parking areas and lots including vendor and performer parking
- Proposed tow-zone(s)

Event Equipment & Placement: Must show if any items are located under tents or canopies.

- Water Stations
- Garbage & Recycle Bins
- Garbage Dumpsters
- Restrooms including ADA Restrooms
- Food Trucks
- Outdoor Heaters
- Rides, games, live animals, inflatables, or similar equipment
- Ticket Booths
- Tables and Chairs
- Amplification System
- Lighting
- Stages, Dance Floors, Platforms
- Display or Exhibitor Vehicles
- Fire extinguishers (minimum size of 2A:10B:C)
- Power sources, show the distribution of power (generators must be cordoned off)
- Stages showing sizes and spacing (any stages single or aggregate group, over 400 sq ft will require additional permits)
- Tent and Canopies showing sizes and spacing (any tents or canopies, single or aggregate group, over 400 sq ft will require additional permits)

Activities & Areas:

- Any enclosed sites within the event footprint
- Location of first aid facilities, ambulances and event security staff whether stationary or roaming
- All alcohol points of sale including wine and beer booths, wine and beer gardens, wristband and ID check tables
- Performance or entertainment areas to include elements such as VIP and backstage areas.
- Cooking activities to include detailed food booth and cooking area configuration showing booth identification of all vendors cooking with flammable gases or barbecue grills
- Location of any/all fuel stations, show the location of propane tanks, natural gas lines, black powder storage, and pyrotechnics locations

**EXHIBIT E
Portable Restrooms Matrix**

The following chart may be used to calculate the number of portable toilets necessary for an event.

If portable toilets are provided for use by event participants, a minimum of five percent of all units, but never less than one unit, must be accessible. Where clusters of portable units are provided at various locations around the event site, five percent of the units in each cluster should be accessible. They should be equipped with all the accessible elements required by the Standards such as maneuvering space, grab bars, toilet paper dispensers within reach, etc. In addition, when all units are not accessible, the International Symbol of Accessibility must be posted on the units that are accessible.

Average Crowd Size	Average Hours at the Event									
	1	2	3	4	5	6	7	8	9	10
500	2	4	4	5	6	7	9	9	10	12
1,000	4	6	8	8	9	9	11	12	13	13
2,000	5	6	9	12	14	16	18	20	23	25
3,000	6	9	12	16	20	24	26	30	34	38
4,000	8	13	16	22	25	30	35	40	45	50
5,000	12	15	20	25	31	38	44	50	56	63
10,000	15	25	38	50	63	75	88	100	113	125
15,000	20	38	56	75	94	113	131	150	169	188
20,000	25	50	75	100	125	150	175	200	225	250
25,000	38	69	99	130	160	191	221	252	282	313
30,000	46	82	119	156	192	229	266	302	339	376