



COUNTY OF LAKE
Public Services Department
333 Second St.
 Lakeport, CA 95453
 Telephone (707) 262-1618
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LARS EWING
 Director
KATI GALVANI
 Deputy Director

Permit Number: PRK-
 Date:

COUNTY OF LAKE PROPERTY USAGE PERMIT/APPLICATION

NAME OF APPLICANT/ORGANIZATION: _____

APPLICANT'S ADDRESS: _____

APPLICANT'S PHONE NUMBER: _____

NAME/TITLE OF INDIVIDUAL REPRESENTING APPLICANT: _____

EMAIL ADDRESS: _____

LOCATION OF EVENT: _____

DATE/TIME (FROM WHEN TO WHEN): _____

TYPE OF EVENT (i.e., picnic, parade, walk-a-thon, etc.) _____

NUMBER OF PARTICIPANTS _____ OBSERVERS _____

WILL FOOD AND/OR SOFT DRINKS BE SERVED? YES ___ NO ___ FREE ___ SOLD ___

WILL ALCOHOL BE SERVED? YES ___ NO ___ FREE ___ SOLD ___

SPECIAL INSTRUCTIONS: All signed documents must be returned to the Public Services Department at least 30 days prior to the event. Please note, that the organization must recycle all cans and plastics. No glass beverage containers allowed. Please plan to arrive early the day of the event to pick your desired spot.

PERMISSION IS HEREBY GRANTED SUBJECT TO THE FOLLOWING CONDITIONS AS INDICATED:

_____ That an authorized representative of said organization execute the HOLD HARMLESS AGREEMENT (marked Exhibit "1" and attached hereto) and return it to the Public Services Department by _____.

_____ That an authorized representative of said organization execute the INSURANCE AGREEMENT (marked EXHIBIT “2” and attached hereto) and return it to the Public Services Department by _____.

_____ That an authorized representative of said organization execute the CLEAN UP AGREEMENT (marked Exhibit “3 or 3A “ and attached hereto) and return it to the Public Services Department by _____.

_____ That an authorized representative of said organization execute the RELEASE OF ALL CLAIMS AND OF LIABILITY (marked Exhibit “4“ and attached hereto) and return it to the Public Services Department by _____.

_____ That said organization submit an event recycling plan to the Public Services Department Director by _____ and ensures its implementation.

_____ That an authorized representative of said organization obtain a _____ Day License for the sale of alcoholic beverages on said dates, a copy of which is to be provided to the Public Services Department by _____.

_____ That said organization comply with “Guidelines for Health Department Approval of Mobile and Temporary Food Concessions.” Section 136013616, California Administrative Code Title 17; Section 28590-28650, California Restaurant Code.

_____ That an authorized representative of said organization execute and return to the Public Services Department EXHIBIT “_____” (attached hereto) requiring the placement and removal of all required physical barriers as per California Motor Vehicle Code 21103.

_____ That said organization obtain approval of an application from the State Department of Transportation for the use of certain portions of the above mentioned State highway(s), and that a copy of said approval be submitted to the Public Services Department by _____.

Copies of this County Property Usage Permit will be provided to all involved agencies (i.e. Sheriff’s Dept. Fire Dept., Health Dept., Alcohol Beverage Control, etc.).

APPROVED

_____ Public Services Department

_____ Date

_____ County Counsel, Risk Management

_____ Date

_____ Signature

_____ Date

HOLD HARMLESS AGREEMENT

I, representing _____, have requested permission to use _____ between the hours of _____ and on _____ for the purpose of _____

In consideration of the issued permit and to the fullest extent permitted by law, _____, and its members, agree to indemnify and hold harmless the County of Lake, its officers, agents and employees against and from any and all liability claims, lawsuits, damages, losses, expenses and costs, brought for, or on account of, injuries to or death of any person or persons, or damage to or destruction of property, arising out of, or other occurrence during or in connection with the forgoing event, unless such damage, loss, injury or death is caused solely by the negligence of County.

Signature

Date

INSURANCE AGREEMENT

_____ shall
(Organization's Name)

not use the _____ on

_____, until all insurance required

herein has been obtained and certificates of insurance have been submitted to the County, and

said insurance has been approved by the County. The certificates of insurance shall contain a

provision that coverage afforded under the policies shall not be cancelled or reduced without at

least ten (10) day's prior notice to the County. A certificate evidencing insurance shall be filed

by _____.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

_____ shall procure and maintain Comprehensive General Liability insurance, acceptable to County

Counsel (Risk Management) which will cover the event and dates hereinabove described in an

amount of not less than \$1,000,000.00 for injuries, including death, on account of one incident

or occurrence, and Property Damage insurance also in the amount of \$1,000,000.00.

_____ shall not hold the event until it has

delivered to the County of Lake an "Additional Insured Endorsement" naming the County, its

officers, employees and agents as additional insured under each of the aforementioned policies in

this paragraph.

Signature

Date

CLEAN UP AGREEMENT

(Organization's Name)

agrees to clean up the area and return it to its pre-existing condition within two (2) hours of the completion of the event. **Please Note: Piñata's, Party Poppers or Water Balloons are NOT allowed.**

Signature

Date

RELEASE OF ALL CLAIMS AND OF LIABILITY

The undersigned does hereby certify that he/she is over 18 years of age, and hereby, for himself/herself, his/her heirs, executors and assign, a release and forever discharging the County of Lake, its officers, employees and agents from any and all liability, claims, damages, action or causes of action arising from or by reason of any injury to or death of any person, or any damage to or destruction of property resulting from or arising out of any accident or occurrence during or in connection with the _____, (whether or not such injury, death, damage or destruction is caused, or alleged to be caused, by the negligence, active or passive, of the County of Lake, its officers, employees, and agents).

This release is given in consideration of and as a condition of the County of Lake, its officers, agents and employees permitting the undersigned and _____ To use County property as the site for an _____ on _____.

“This release is to include, but not limited to, any claim, demand, or cause of action which might be caused by any act, or failure to act, of the County of Lake, its officers, agents, or employees.”

I, undersigned, have read this release and understand all its terms. I execute it voluntarily and with full knowledge of its significance.

Signature

Date