



## Special Event Application Form

Please return all applications to Department of Public Works  
 715 Martin Luther King Jr, Merced CA 95340  
 Parks Division: 209-385-7426  
 Roads Division: 209-385-7601

Email: [DPWSpecialEventPermits@countyofmerced.com](mailto:DPWSpecialEventPermits@countyofmerced.com) or fax to (209) 385-7428

To apply for a special event permit you must complete this application fully and also certify that you have read and will comply with the attached Special Events "Terms and Conditions". This application, including the signed *Terms and Conditions* and all other required materials must be submitted no less than 60 days in advance of any proposed special event.

<b>Organization:</b>	
<b>Name:</b>	
<b>Address, City, State, Zip code:</b>	
<b>Daytime Phone:</b>	<b>Fax:</b>
<b>Email Address:</b>	
<b>Name of contact for day of event:</b>	
<b>Cell phone number of contacts:</b>	

<b>Event Title</b>			
<b>Event Date(s)</b>			
<b>Locations (include picnic areas)</b>			
<b>Event Hours</b>	Start:	End:	
<b>Set-up Dates</b>	Date:	Time:	
<b>Breakdown</b>	Date:	Time:	
<b>Attendance</b>	Participants:	Spectators:	Total:

**Overall Event Description**

Description of activity and specific location requested (please use attachments when necessary):

Will you be using a public address system or any other type of amplified sound equipment?  YES  NO  
If yes, provide a detailed plan for all electronics including music, public address systems, and any other means to amplify sound. *See the Terms and Conditions for more details.*

Will there be any vendors or contractors operating a booth event?  YES  NO If yes, please explain.  
*See the Terms and Conditions for more details.*

Does your event involve the sale or consumption of alcoholic beverages?  YES  NO  
*See the Terms and Conditions for more details.*

What method of garbage collection and disposal will you be using?  
Dumpsters may be required when the projected special event attendance exceeds 500 persons or in areas with no trash cans. *See the Terms and Conditions for more details.*

Do you think you will need to provide additional portable toilets?  YES  NO  
*See the Terms and Conditions for more details.*

Please describe your procedures for both crowd control and internal security:

Have you hired a security company to handle this event?  YES  NO

Company Name:  
Phone Number:  
Number of Guards:

**Organizations must allow up to two - three weeks for application to be reviewed.**

## **TERMS AND CONDITIONS**

### **1. Special Event Filing & Permit Approval**

**Initial:**

After the Department of Public Works preliminarily approves an application for a special event permit, the applicant is required to submit any other permits that may be required, and pay all applicable fees in order to reserve a future special event date and time.

- The submission of a filing fee should not be construed as a special event approval or a confirmation of a special event date.
- Event organizers should not assume special events are approved based on the previous year's event approval.
- All special event coordinators for new events and annual events are required to complete the entire special event process for each event date.
- Special events will not be advertised to the public prior to the approval of the special event.
- Some events may require approval by the Merced County Board of Supervisors and may take up to eight (8) weeks to approve.

### **2. Special Event Insurance**

**Initial:**

Proof of insurance is required for all events. Applicants must purchase and maintain the following types of insurance for the stated minimum limits. Applicant must provide a Certificate of Insurance and endorsements for each policy as required in this section. All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and should not exceed \$10,000 without prior written permission of the County Risk Manager.

- Commercial General Liability: \$1,000,000.00 per occurrence and \$2,000,000 annual aggregate covering products and completed operations, bodily injury, personal injury and property damage. The **County of Merced, its employees, officers and agents** shall be endorsed to above policy as additionally insured using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 2026, as to any liability arising from the performance of this Agreement. The policy shall be endorsed to waive the insurer's subrogation rights against the County.
- Automobile Liability-**if a vehicle is utilized to perform services under this application, the following limits will apply:** \$1,000,000 per accident for bodily injury and property damage, or alternatively split limits of \$500,000 per person and \$1,000,000 per accident for bodily injury with \$250,000 per accident for property damage.
- Workers Compensation: Statutory coverage, **if and as required according to the California Labor Code**, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.
- Insurance is to be primary and non-contributory with any insurance of the County.
- Each of the above required policies shall be endorsed to provide the County with thirty (30) days prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Applicant to furnish insurance during the term of this Agreement.
- If the Applicant maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Applicant. Any available insurance proceeds in

excess of the specified minimum limits of insurance and coverage shall be available to the County.

- Certain types of events may have additional, specific insurance requirements, which are stated on the following pages.
- The Proof of Insurance is subject to final approval by the Risk Management Department and requirements may be added.

### 3. Other Agency Approval

**Initial:**

Many agencies require approval for events that impact their jurisdiction, including but not limited to the (Sheriff's Department, California Highway Patrol, Environmental Health, and California Department of Transportation). If approval from another agency is required to hold an event, you must provide an approval letter from these agencies.

### 4. Fees

**Initial:**

All special event fees must be paid in full two weeks prior to the special event. The Department of Public Works will notify applicants which of the following fees apply:

- a. Processing Fees.
  - Processing Fee is a \$15.00, non-refundable fee. A completed permit application is required to be submitted a minimum of 60 days in advance of the special event.
  - Non-profit and for-profit special events require the same processing fees.
  - Applications submitted less than 60-days prior to the event may be denied.
- b. Permit Fees
  - All group gatherings in the parks for an organized event will be charged a permit fee.
- c. Parking/Day Use Fees
  - Parking/Day use fees are required in conjunction with special event fees.
  - Special event participants, special event volunteers, and special event spectators who enter the park in a motorized vehicle are required to pay day use fees. This fee is \$6 per vehicle and \$6 per boat in most areas.
  - The Department of Public Works Director shall have the authority to add a surcharge to the vehicle-parking fee for special events. The surcharge is used to offset increased expenses associated with large public events (i.e. added security, maintenance cost, sponsors cost).
- d. Fee Payments
  - All payments must be made by means of cash in the exact amount, check, or money order.
  - Checks must be made payable to **County of Merced**.
  - All fees must be paid in full at least 14 days prior to the event and **NO** postdated checks will be accepted.
- e. Waiver of Fees
  - Some fees may be waived for County co-sponsored or cooperative/volunteer association sponsored events.

### 5. Advertising

**Initial:**

Special events shall not be advertised prior to the approval of the special event.

- Premature advertising of a special event can be grounds for non-approval or cancellation.

## 6. Music – Public Address Systems

### Initial:

Music and Public Address systems must be confined to enclosed buildings unless otherwise approved by the Merced County Board of Supervisors or Department of Public Works office.

- All permits for amplified sound will be charged a \$15 processing fee.
- Please keep noise levels to a minimum so it does not disturb others using the park.
- County of Merced does not provide electricity for music or public address systems.

## 7. Bounce Houses/Play Structures

### Initial:

Any “Bounce House” or other temporary “Play Structure” (i.e. slide, climbing wall, dunk tank or other play apparatus) that is to be placed within a facility owned or operated by the County of Merced, must meet the following requirements:

- Liability Insurance covering risk associated with Inflatable Amusement or Play Structure, with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, naming the **County of Merced, its employees, officers and agents** as Additional Insureds to said policy.
- Bounce House company must have a current County Business License on file with the Parks Division.
- Applicant must provide adequate adult supervision and follow manufacture safety guidelines.
- The County assumes no liability for any bodily injury or damage to personal or property. Bounce Houses are to be used at the sole discretion of the user. **USE AT YOUR OWN RISK**
- All temporary play structures must be free standing or weighted and placed within preauthorized locations. Stakes may not be placed into the ground at County Parks. In addition, temporary play apparatuses may not be tied to trees, benches, playground or other structures within the parks.
- You must provide a “low noise” generator for your play apparatus if power is required. Electricity will not be provided.
- All temporary play structures must be removed prior to sunset, unless prior approval is granted by the Parks & Recreation Division and documented on your permit.
- Per Merced County Ordinance, vehicles are prohibited from driving or parking on all turf areas. This includes driving on turf for set up or removal of play apparatuses.
- Waterslide Apparatuses are not permitted at County Parks.
- The County is if not responsible for damages to or associated with any Bounce Houses or Play Structures brought to County premises.

## 8. Sales of Goods & Services

### Initial:

The selling or offering for sale of any goods, services, liquids or edibles for human consumption is prohibited without the proper approvals.

- All state and local regulations must be met before such sales are allowed.
- All beverages and food sales are required to comply with all local and state health & safety codes and regulations.
- Anyone providing or selling food or beverages **MUST** contact Merced County Environmental Health at **(209) 381-1100**, a minimum of two (2) weeks prior to your event. A copy of the permit or notice from Environmental Health that a permit is not required, must be forwarded to the Department of Public Works Parks Division prior to event.
- Glass containers are prohibited at special events.

- All grease and oils from cooking will be removed by permittee from the park. No illegal dumping of grease or oils on park grounds, in trash cans, or dumpsters is allowed.
- No illegal dumping of food, liquid, ice, or any other substance may be dumped on park grounds.

## 9. Alcoholic Beverages

**Initial:**

When alcoholic beverages (beer, wine or liquor of any kind) are to be served, provided or sold at any County owned or leased facility, the individual or group reserving such facility shall be required to provide Liquor Liability Insurance (if liquor is sold), or Host Liquor Liability Insurance (if liquor is provided but not sold) with minimum limits of \$1,000,000 per Occurrence, and must include the **County of Merced, its employees, officers and agents** as additional insured.

*\*\*\*Large events may require additional coverage.*

In addition:

- No alcoholic beverages shall be sold at any event without a valid A.B.C. license and Merced County business license being on file with the Department of Public Works. If tickets are sold for attendance and alcohol is provided (free or for a fee), it is also considered sales. The valid A.B.C. license will be presented 14 days prior to the scheduled event date. For more information please contact Alcoholic Beverage Control at (209) 948-7739 or visit [www.abc.ca.gov](http://www.abc.ca.gov).
- Sales shall normally be limited to an enclosed "beer garden" area. Sales with drinking permitted within larger event venues shall be at the discretion of the Director of Public Works.
- Anyone providing or selling alcohol at a County facility must provide documentation on how they will prevent the selling or serving of alcohol to persons under the age of 21.
- Alcoholic beverages are prohibited in any type of glass container.

## 10. Carnivals

**Initial:**

- Applicant must comply with Special Event Insurance Requirements.
- Applicant shall be responsible for providing security personnel during carnival operations at Applicant's expense.
  - All private security must be approved in writing by the Merced County Sheriff's Department.
- All Vendors and Operators shall obtain a Merced County Business License from the Department of Commerce, Aviation and Economic Development. They can be reached at (209) 385-7686.
  - a. Food/Beverage Vendors
    - A list of all food and/or beverage vendors shall be provided to the Department of Public Works Parks Division as the information arrives.
    - All food vendors must obtain a health permit from Environmental Health. They can be reached at (209) 381-1100.
    - Food and Beverage vendors shall maintain the following types of insurance for the stated minimum limits during the term of this Agreement:
      - Commercial General Liability: \$1,000,000.00 per occurrence and \$2,000,000 annual aggregate covering products and completed operations, bodily injury, personal injury and property damage. The **County of Merced, its employees, officers and agents** shall be endorsed to above policy as additionally insured using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 2026, as to any liability arising from the

performance of this Agreement. The policy shall be endorsed to waive the insurer's subrogation rights against the County.

- Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, or alternatively split limits of \$500,000 per person and \$1,000,000 per accident for bodily injury with \$250,000 per accident for property damage.
- Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.
- Insurance is to be primary and non-contributory with any insurance of the County.
- Each of the above required policies shall be endorsed to provide the County with thirty (30) days prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Applicant to furnish insurance during the term of this Agreement.
- If the Applicant maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Applicant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

b. Carnival Operator

- The Carnival Operator shall have valid permits and inspection certificates as required by the State of California.
- Carnival Operator shall provide a Certificate of Insurance and Endorsements for the stated minimum limits covering said carnival operations from the date of arrival thru the date of departure:
  - Commercial General Liability: \$2,000,000.00 per occurrence and \$3,000,000 annual aggregate covering products and completed operations, bodily injury, personal injury and property damage. The **County of Merced, its employees, officers and agents** shall be endorsed to above policy as additionally insured using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 2026, as to any liability arising from the performance of this Agreement. The policy shall be endorsed to waive the insurer's subrogation rights against the County. **\*\*\*Limits may be Subject to Change**
  - Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, or alternatively split limits of \$500,000 per person and \$1,000,000 per accident for bodily injury with \$250,000 per accident for property damage.
  - Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.
  - Insurance is to be primary and non-contributory with any insurance of the County.
  - Each of the above required policies shall be endorsed to provide the County with thirty (30) days prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on the policy. No

cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Applicant to furnish insurance during the term of this Agreement.

- If the Applicant maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Applicant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

### **11. Road Closures**

**Initial:**

- Road Closures require the review and approval of the Merced County Sheriff's Department and California Highway Patrol Field Operations Office at least forty-five (45) days in advance, and the Merced County Roads Department, (209)385-7601, at least thirty (30) days in advance.
- If barricades are needed for road closures and/or traffic control, please contact The Merced County Road Division for availability at (209) 385-7601.
  - If approved, the barricades will be delivered to the nearest fire station one day prior to the activity, and will be picked up the following workday.
  - All signs shall be placed to conform to the guidelines contained in the California Manual of Uniform Traffic Control Devices (MUTCD).
- Applicant will be required to provide written notification to affected residences and businesses two (2) weeks prior to said event.
- Applicant must insure all affected residences and businesses have access to their perspective driveways at all times.
- Applicant shall maintain 22-foot-wide emergency vehicle access path into and through the closure area at all times via moveable barriers.
- Fire hydrant access shall not be blocked at any time.

### **12. Natural & Cultural Resource Protection**

**Initial:**

Special Events will not negatively impact the park's cultural and natural resources. Environmental reviews may be required for some special events.

- No person shall willfully injure or destroy any cultural or natural resource.
- No vehicles are allowed on lawns or closed areas.

### **13. Portable Restrooms**

**Initial:**

Depending on the size of the event and the availability of park restrooms, special event Applicants may be required to contract for portable restrooms.

- During the application process, the special event staff in collaboration with Environmental Health will review the impact to the park's restroom facilities. Larger special events will be required to contract for portable toilets to be placed in the park for an event, at no cost to the County.
- Permittees are required to provide portable toilets at locations where no permanent facilities are in place and/or when "total attendance" (including organizers, participants, volunteers, and spectators) exceeds existing restroom facility capability.
- The ratio of users per portable toilet as determined by Environmental Health (209) 381-1100.
- Each portable restroom shall be provided with an approved hand washing station.
- Delivery of portable restrooms prior to the day of the event must be approved by the Parks Division and will be the responsibility of the Applicant.



- Portable restrooms must be removed within 3 days of the event's conclusion. If not removed by that time, the County's cost of removing restrooms will be charged to the special event permittee.

#### 14. Dumpsters

**Initial:**

- Applicant will be responsible for disposal of litter surrounding your event in designated refuse bins. Do not stack trash on the ground. Additional refuse bins may need to be provided by Applicant at no additional cost to the County.
- Dumpsters can be placed in parking lots or offsite areas. Dumpsters cannot block vehicle access; Emergency Response vehicles, Park vehicles, and vehicles associated with special event.
- Dumpsters must be removed within 3 days of the event's conclusion. If not removed by that time, the County's cost of removing dumpsters will be charged to the special event permittee.

#### 15. Site Preparations & Security

**Initial:**

Event organizers can request extra time to prepare special event locations. Early site preparations and time must be coordinated through the special event staff during the filing process.

##### a. Special Event Layout

- **Event organizers must submit a special event layout map sixty (60) days prior to the event. The layout map will detail: emergency response routes, the special event course, parking, camping, fencing, food service, concessions, portable restrooms, dumpsters, and any other equipment or structures used during the event.**

##### b. Special Event Security

- Event organizers are responsible for the overnight security of the equipment and event structures.
- If event staffing or security is present at an event site overnight, the contents of an overnight security plan shall detail: personnel, contact phone numbers, and other pertinent information.

#### 16. MISC.

**Initial:**

- **Camping:** No overnight camping allowed.
- **Dance Permits:** All Dances will be required to obtain a Dance Permit through the Sheriff's Department.
- **Light Fixtures/Strings:** Permission from the parks department must be granted prior to any exterior lighting being incorporated into the landscape (i.e. bushes, trees) or attached to buildings.
- **Organized Sporting Activities:** Organized sporting activities will require participant waivers. Waivers are available at the Department of Public Works and must be turned into the Department of Public Works Parks Division following the event.
- **Pets:** Pets are not allowed at Henderson, Haganan, or Lake Yosemite Parks, unless approved by special permit, or are a registered service animal.
- **Security:** At the discretion of the Sheriff's Department, security may be required for said Event.
  - Security expenses will be the responsibility of the Applicant.
  - When Security is required, the Sheriff's Department shall provide approval in writing of the company you will be using.
- **Stakes in turf:** Stakes are not permitted without prior approval of Parks Division.

- **Tents:** Before erecting any tents, you must first obtain approval from the Department of Public Works Building Division and the County Fire Department to obtain necessary permits.
- **Vehicles on turf:** Per Merced County Ordinance, vehicles are prohibited on all turf areas unless permitted by the Parks Division. This includes driving on turf for setup and cleanup.

**17. Indemnity**

**Initial:**

The undersigned Applicant has applied to Merced County ("County") for permission to occupy the public right of way or other public property owned or controlled by the County ("the property") for use for a private event. The Applicant understands and agrees that such use of the property may present risks of personal and bodily injury and property damage to the applicant or participants in the event and to the public at large different from or greater than the risks of using the property for its usual purpose. The applicant understands and agrees that the County has not inspected the property and makes no representations whatsoever regarding its condition or fitness for any particular use. Further, the County has neither the obligation nor the resources to supervise the event or otherwise protect persons from such different or additional risks of injury or damage.

In partial consideration for the County's permission to use the property for the private event described above, the Applicant agrees to hold harmless, indemnify and forever release the County, the Board of Supervisors, its officers, employees and agents from any and all liabilities, claims, judgments, demands actions, suits or costs of any kind or nature brought by any person, including, but not limited to, those individuals participating in the event or third parties spectating the event, for personal or bodily injury or property damage arising out of the event or participation in the event, and not caused solely by the willful misconduct of the County. Applicant further agrees that they shall not represent to anyone that the event is sponsored by the County or shall be supervised or controlled in any manner by the County. Applicant expressly acknowledges that any such representation is cause for immediate revocation of any permit granted to Applicant by the County for such event. The Applicant represents and warrants, by their signature below, that they have the authority to execute this Indemnity Agreement and Waiver of Liability on their own behalf or on behalf of the Applicant organization or entity as may be applicable. All fees are subject to change without notice and are not guaranteed.

**I, the undersigned representative, am duly authorized to submit this application and understand that, the information contained in this application will be available as a public record. The information contained herein is complete and accurate.**

**Applicant Name (printed):** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_