



ROAD DEPARTMENT
 P.O. DRAWER Q – 168 N. EDWARDS STREET
 INDEPENDENCE, CA 93526
 PHONE: (760) 878-0201
 FAX: (760) 878-2001

**COUNTY
 OF
 INYO**

Michael Errante, Public Works Director
 Chris Cash, Deputy Director

(For County Use Only)
 Permit #:
 Fee:
 Receipt:
 Issue Date:
 Expires:
 By:

APPLICATION FOR A SPECIAL EVENT PERMIT

Applicant/Permittee _____	Date _____
Address _____	Contact Person _____
_____	Phone _____
_____	Fax _____

PARADE () DANCE () RACE () OTHER ()

DESCRIBE THE EVENT IN DETAIL. INCLUDE MAP OR DRAWING.

NAME OF ROAD (S) OR INYO COUNTY PROPERTY: _____

REQUESTED DATE (S) OF PERMIT: _____

ROAD CLOSURE: YES () NO () HOURS: _____ am/pm to _____ am/pm on __ /__ /__

TRAFFIC CONTROL NEEDED: YES () NO ()

(TRAFFIC CONTROL SHALL BE PROVIDED BY CHP OR INYO COUNTY SHERIFF)

SPECIAL CONDITIONS:

LIMITATION OF INYO COUNTY'S LIABILITY

The County of Inyo, its officers, agents and employees, including but not limited to the Director of Public Works, shall not be answerable, accountable or liable in any manner for injury to, or death of, any person resulting from activities conducted pursuant to this Permit, including but not limited to injuries to the permittee, persons employed by the permittee, persons acting on behalf of the permittee, or any other person, or for damage to property from any cause.

Permittee shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from and against all claims, damages, losses, judgements, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the use of the facilities or the activities of Permittee, or Permittee's guests, agents, officers, suppliers, subcontractors or employees. Permittee's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Permittee's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any act or omission of the Permittee, or Permittee's guests, agents, officers, suppliers, subcontractors or employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable, except such loss or damage which is caused by the sole active negligence or willful misconduct of the County.

Permittee's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Permittee to procure and maintain a policy of insurance. Insurance Requirements are attached as Attachment 1.

ACKNOWLEDGMENT AND AGREEMENT OF PERMITTEE

Permittee has read and understands this permit application form and the terms and conditions herein and, as a condition of receiving the permit, agrees to the same.

PERMITTEE SIGNATURE: _____ DATE: _____

County use only below this line

INSURANCE APPROVED: YES () NO ()

ATTACHMENTS: _____

COPIES TO: _____

THIS PERMIT IS TO BE STRICTLY ENFORCED AND NO OTHER ENCROACHMENT OTHER THAN THAT SPECIFICALLY MENTIONED ABOVE IS AUTHORIZED.

APPROVED BY: _____ DATE: _____

PERMIT NUMBER _____

PROCEDURE FOR OBTAINING A PERMIT TO HOLD PUBLIC EVENT ON COUNTY ROADS OR PROPERTIES UNDER COUNTY JURISDICTION

Obtain an "**Application for Special Event Permit**" form from the Inyo County Department of Public Works.

Return the permit application, properly filled out, with event location and limits clearly defined. A sketch map, of a quality that is reproducible and showing all of the facilities, roads and/or properties to be involved in the event is required, if applicable. Event duration and time of start and finish must be stated, as well as, date of event.

A parade permit shall be obtained from the State (Caltrans) permit engineer if applicable. The permit application should be returned to the County Department of Public Works, Independence at least thirty (30) days prior to the event date. The Department of Public Works must have time to prepare the permit and get it into the hands of the Permittee, the Highway Patrol, Inyo County Sheriff's Office, the Fire Department and all other agencies concerned.

Your permit when received has instructions that must be followed. The County is in no way obligated to take part in the preparations or clean-up of the event. An assist may be procured from the County or State for providing signs and barricades.

Notification of request for County signs, barricades, and/or cones for special event must be 10 days in advance. If County equipment is requested there must be an event responsible party that can sign a COUNTY LOAN AGREEMENT. Please contact Trevor Taylor at 760.878.0347 to make arrangements to pick up/deliver equipment and sign the loan agreement. If Trevor Taylor cannot be reached, please contact the Road Department at 760.878.0202.

Your local California Highway Patrol, Sheriff's Department, County and State road maintenance foremen and Fire Department must all be notified of your permit and the event program. Their cooperation in advising you of all requirements and assists can be expected and should be asked.

The County provides copies of the permit to the departments concerned as a courtesy. This does not relieve the Permittee of notifying the agencies listed.

Insurance Requirements for Special Event Permit

Permittee shall procure and maintain for the duration of the special event period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the use of the facilities and the activities of the Permittee, his guests, agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as Insurance Services Office Form CG 00 01, covering **Commercial General Liability (CGL)** on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. **Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of liability arising out of the use of the facility, including work or operations performed by or on behalf of the Permittee and materials, parts, or equipment furnished in connection with such work or operations.
2. For any claims related to this project, the **Permittee’s insurance coverage shall be primary** insurance as respects the COUNTY and any insurance or self-insurance maintained by the COUNTY shall be excess of the Permittee’s insurance and shall not contribute with it.
3. The Insurance Company agrees to **waive all rights of subrogation** against the COUNTY for losses paid under the terms of any policy covering the facility use or any activities of the Permittee, his guests, agents, representatives, employees or subcontractors.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Permittee shall furnish the Entity with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity *at least five days* before Permittee commences activities.

Liquor Liability

If Permittee will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage. If Permittee is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. If Permittee intends to sell alcohol either the Permittee or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

Homeowners Insurance

In some cases the Permittee’s homeowner’s liability insurance may provide coverage sufficient to meet these requirements. Permittee should provide these requirements to his or her agent to confirm and provide verification to the Entity.

Special Events Coverage

Special events coverage is available for an additional fee to provide the liability insurance required by this agreement. Permittee can obtain additional information and cost from Entity.

Special Risks or Circumstances

Entity reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.