



**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  
 Shannon Platt, Road Superintendent

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

**APPLICATION FOR A SPECIAL EVENT PERMIT**

Applicant/Permittee	Date
Address	Contact Person
	Phone
City/State/Zip Code	E-Mail

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 including negligence, gross negligence, recklessness or willful misconduct 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 Travis Dean at 760-878-0203 to make arrangements to pick up/deliver equipment and sign the loan agreement. If you cannot reach Travis Dean please contact the Road Superintendent Shannon Platt at 760-873-4733 or 760-937-5136.**

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 property damage, bodily injury and personal & advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

If the use includes athletic activities, Permittee shall provide evidence that the CGL includes coverage for injuries to athletic participants and/or provide evidence of Participant Accident Insurance. Athletic participant waivers should specifically include “Inyo County, its officials, officers, agents, employees, and volunteers” and the location name.

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

### **OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### Additional Insured Status

**Inyo County, its officials, officers, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of liability arising out of the use of the facility, work or operations performed by or on behalf of the Permittee including materials, parts, or equipment furnished in connection with such work or operations.

#### Primary Coverage

For any claims related to this contract, the Permittee’s insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officials, officers, agents, employees, and volunteers shall be excess of the Permittee’s insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

#### Umbrella or Excess Policy

The Permittee may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all the Primary and Umbrella or Excess Policies shall provide all the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Permittee’s Primary and Excess liability policies are exhausted.

#### Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to Inyo County.

#### Waiver of Subrogation

Permittee hereby grants Inyo County a waiver of any right to subrogation which any insurer of said Permittee may acquire against Inyo County by virtue of the payment of any loss under said insurance. Permittee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation from the insurer.

#### Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

#### Verification of Coverage

Permittee shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. All certificates and endorsements are to be received and approved by Inyo County *at least five days* before Permittee commences activities.

#### Liquor Liability

If Permittee will be supplying alcoholic beverages, or if the event is "bring your own alcohol", 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 Inyo County.

#### Special Events Coverage

Special events coverage is available from local insurance brokers and online insurance retailers for an additional fee to provide the liability insurance required by this agreement. Inyo County does not sell insurance.

#### Special Risks or Circumstances

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