



OUTDOOR EVENTS APPLICATION/PERMIT



CHECKLIST:

Application Received: _____

Permit No.: _____

Prior to submitting your application, please confirm by checking (✓) the boxes below that all the following have been completed.

- ☐ Have you completed the "Description of Event" below and signed the application on Page 4? (Incomplete information may delay your application.)
- ☐ Have you allowed at least 3-4 weeks prior to the event for your application to be approved?
- ☐ Do you have a City of Atwater Business License?
- ☐ Will you have third-party vendors? If so are they operating under your Business License and State Sales Tax ID?
- ☐ Have you obtained the required insurance, and do you have proof of that insurance to submit with your application? (See "Insurance" section on Page 3 for details.)
- ☐ Has the Indemnification Agreement on Page 3 of this application been initialed by an authorized representative of the sponsoring organization?

After obtaining approval from the City, but prior to the event, please make sure you have done the following:

- ☐ Have you read the conditions of approval and is your event prepared to abide by all conditions?
- ☐ Have you arranged for "Outdoor Event" City refuse service by calling (209) 357-6370?
- ☐ Have you made arrangements for supplying any necessary electricity to your event? (Plugging outlets into City light poles is NOT allowed unless prior approval is obtained. Please call Atwater Public Works at (209) 357-6370 for additional information.)
- ☐ If you are selling alcohol at your event, have you obtained an Alcoholic Beverage Control (ABC) license or permit for this event?
- ☐ If you are selling food at your event, have you obtained a Health Permit from Merced County Environmental Health for this event?

DESCRIPTION OF EVENT:

Applicant/event sponsor _____

Contact person _____ phone _____

Title _____

Address _____

e-mail _____

Description of event (continued):

Description of event (include equipment, obstructions, etc., to be placed in the encroachment area):

This event requires an Amplified Sound Permit:

yes _____ no _____

If yes, state type and description of amplified equipment permitted:

This event requires a Dance Permit: yes _____ no _____

If yes, list name of Security Company, Address, and Phone: _____

If yes, number of officers required: _____

Will you sell or serve alcohol: yes _____ no _____

Estimated number of people in attendance: _____

Date(s) and times of use (include time for setup and takedown as well as event time):

(Note: Dance Permits and Amplified Sound Permits require a fee, which are subject to change with yearly updated Miscellaneous Fee Schedule. They must also seek approval from the Police Department)

(Attach a map and traffic control plan to identify parade routes, street closures, and any obstructions to be placed within the right-of-way.)

If this event requires closure of street, please see below.

List all streets proposed for closure: _____

CHECK (✓) ONE BOX AND INITIAL:

- ☐ City to place barricades. (By checking this box, you are acknowledging that you are responsible for **actual** costs associated with placing barricades if outside of normal Public Works Department operational hours.)

_____ (Applicant to initial)

- ☐ Applicant to place barricades.

_____ (Applicant to initial)

STANDARD CONDITIONS FOR STREET/PARKING LOT CLOSURES:

1. Event Sponsor must remove all equipment, trash, and debris generated by the event prior to the expiration of the permit.
2. Supervision/security shall be provided by Event Sponsor to ensure the safety of event participants and the public if required by the Police Department.
3. Event Sponsor shall be responsible for insuring that all vendors involved with the event obtain a City of Atwater business license (if applicable).
4. The applicant shall arrange and pay for Special Event City refuse service by contacting Atwater Public Works at (209) 357-6370.
5. The applicant shall comply with the Indemnification and Insurance provisions as outlined on Page 3 of this application.
6. Event sponsor shall provide and maintain a minimum 22-foot-wide emergency vehicle access path into and through the closure area at all times via movable barriers. Fire hydrant access shall not be blocked at any time whatsoever.

(Additional conditions may be imposed as deemed necessary)

INDEMNIFICATION AGREEMENT: Event Sponsor shall indemnify, defend, and hold harmless the City, its officers, employees, agents, and volunteers ("City indemnitees") from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Event Sponsor's performance of its obligations under this agreement or out of the operations conducted by Event Sponsor, including the City's active or passive negligence EXCEPT for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a part to any action, lawsuit, or other adversarial proceeding arising from Event Sponsor's performance of this agreement, the Event Sponsor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims. Acceptance by City of insurance certificates and endorsements required for this event does not relieve Event Sponsor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. _____ (Applicant to initial)

INSURANCE: Event Sponsor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Event Sponsor's general liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed using Insurance Services Officer form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

The insurance policy is to contain, or be endorsed to contain, the following

provisions: Additional Insured Endorsement

The City of Atwater, its officers, officials, agents, employees, and volunteers are to be named as additional insured on the General Liability policy via an Additional Insured Endorsement, with respect to liability arising out of the permitted event.

The Certificate of Liability must include the following language in the **Certificate Holder** Box:

City of Atwater

1350 Broadway Avenue

Atwater, CA 95301

The Certificate of Liability must include the following language in the **Description** Box:

The City of Atwater, its officials, officers, agents, employees, and volunteers shall be named as an additional insured under the General Liability and Liquor Liability (if applicable) policies. All Liability policies are Primary and Non-Contributory. 30-day notice of cancellation will be provided to the Certificate Holder.

Additional resources for obtaining one (1) day liability insurance for Special Events include, but are not limited to:

Penatta Poncy (Alliant) rponcy@alliant.com

HUB International www.hubinternational.com/programs-associations/event-

insure K&K Insurance www.kandkinsurance.com

Event Sponsor must submit insurance certificate and endorsements prior to event.

Please submit application and insurance certificate to:

City of Atwater Community Development Department

Attn: Planning 1350 Broadway Avenue
Atwater, CA 95301

Planning@atwater.org

REFUSAL OR REVOCATION OF PERMIT: Failure to comply with any law, rule, or regulation applicable to the use of said streets shall be grounds to revoke any such permit and, in such circumstances, the Chief of Police shall immediately revoke said permit. The Event Sponsor or permit holder, in such case, shall have the right to appeal said revocation to the City Council.

The undersigned declares under penalty of perjury that he/she has the authority to sign for and bind the Event Sponsor to the conditions imposed by the City upon the granting of this Application/Permit/Agreement.

Signature: _____

Print Name: _____

Date: _____

OFFICE USE

APPLICATION/PERMIT/AGREEMENT APPROVED SUBJECT TO CONDITIONS

BY _____ DATE _____
Public Works (812-1302)

BY _____ DATE _____
Police Department (357-6284)

BY _____ DATE _____
Fire Department (357-6253)

BY _____ DATE _____
City Manager Approval (357-6201)

RETURN COMPLETED APPLICATION TO PLANNING FOR TRACKING. Planning@atwater.org

Revised August 2025 KR