PYROTECHNICS
SPECIAL EFFECTS/FIREWORKS
SPECIAL EVENT PERMIT APPLICATION

Community Development • Planning & Building
2263 Santa Clara Ave., Rm. 190
Alameda, CA 94501-4477
alamedaca.gov
510.747.6800 • F: 510.865.4053 • TDD: 510.522.7538
Hours: 7:30 a.m.–3:30 p.m., M–Th

Allow ten business days to process permit

Attached is an application form for authorization to temporarily encroach into the public right-of-way in the City of Alameda. Included with this application is a list of general conditions which may or may not apply to your activity. Please review these conditions along with the application and **answer all questions completely**. Please call (510) 747-6800 if you have any questions.

1. Complete the attached **application materials** using blue or black ink, only
2. Complete the attached **Indemnity and Hold Harmless Agreement**. The City must be indemnified against any and all property damage or bodily injury which may occur. The applicant assumes all responsibility
3. **Certificate of Insurance** and an **Endorsement for General Liability Coverage** naming the City of Alameda as an Additional Insured in the amount of $2 million for the duration of the activity (See attached examples)
4. **Notification of Event** passed out 300 feet to owners/tenants of the residential and/or commercial properties that will be impacted by the event
5. **Location Map** of the event
6. **Application deposit fee**

Return your completed application in person along with the items listed above to the Permit Center, Room 190, 2263 Santa Clara Avenue, Alameda from 7:30 a.m. to 3:30 p.m. Monday through Thursday. A Permit Technician will accept your application and fee, and route your application to the appropriate City departments for approval. **Please note**: our office is closed on Friday.

After all approvals are received in the Permit Center, you will be contacted to read and sign the Special Event Conditions of Approval Form prepared for your Special Event.

REQUIRED ATTACHMENTS FOR THIS APPLICATION

FORM ID	FORM NAME	NO PAGES
SE1	Indemnity and Hold Harmless Agreement	1
SE4	Required Signatures Page	1
SE5	Temporary Encroachment	1
SE6	Request for Refund of Deposit	1
SE7	Accident Waiver and Release of Liability	2
SE8	Required Signature Page	4

INDEMNITY AND HOLD HARMLESS AGREEMENT (SE1)

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_____

whose address is _____

(hereinafter "Indemnitor") in consideration of _____

agrees to the following terms and conditions:

Indemnitor shall defend, indemnify, and hold harmless the City of Alameda, its City Council, Boards and Commissions, officers, and employees from and against any and all loss, damages, liability, claims, suits, costs, and expenses whatsoever, including reasonable attorney's fees, regardless of the merit of outcome of any such claim or suit arising from or in any manner connected to the event, services, or work conducted or performed pursuant to this Agreement and Permit.

Indemnitor shall defend, indemnify and hold harmless the City of Alameda, its City Council, Boards and Commissions, officers, and employees from and against any and all loss, damages, liability, claims, suits, costs, and expenses whatsoever, including reasonable attorney's fees, accruing or resulting to any and all persons, firms, or corporations, furnishing or supplying work, services, materials, equipment, or supplies arising from or in any manner connected to the services or work conducted or performed pursuant to this Agreement and Permit.

By the signature below, Indemnitor agrees that it has read this Indemnity and Hold Harmless Agreement and accepts and agrees to each and every term and condition herein.

The signatory below warrants that he/she is authorized by the Indemnitor to execute on its behalf this Indemnity and Hold Harmless Agreement.

INDEMNITOR:

Date: _____

By: _____

Print Name: _____

Title: _____

REQUIRED SIGNATURE(S) PAGE (SE4)

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Counter Hours: M, W, Th – 7:30 am – 3:30 pm

The Required Signature(s) Page must be submitted with each application.

Police Department
(All applications)

Contact: Sergeant Ryan DeRespini
E-mail: rderespi@alamedaca.gov
1555 Oak Street
Alameda, CA 94501
(510) 337-8518 (Please call first)

I have reviewed the attached application.

Signature _____ Date _____

Alameda Point
(Only Alameda Point property)

Contact: PM Realty Group
101 W Atlantic Avenue
Alameda, CA 94501
(510) 749-0304 (Please call first)

Applicant has/will receive a license to film/photo-shoot at Alameda Point from PM. This approval does not grant actual authority to film/photo-shoot until all approvals are granted by the City of Alameda Permit Center.

Signature _____ Date _____

City Owned Parks
(Only City Parks)

Contact: Amy Wooldridge (Monday-Thursday only)
2226 Santa Clara Avenue
Alameda, CA 94501
(510) 747-7529 (Please call first)

Applicant has/will receive permission to film/photo-shoot in the City Park from the Recreation and Park Department. This approval does not grant actual authority to film/photo-shoot until all approvals are granted by the City of Alameda Permit Center.

Signature _____ Date _____

TEMPORARY ENCROACHMENT (SE5)

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Hours: 7:30 a.m.–3:30 p.m., M–Th

City Of Alameda No. _____

Date _____

Fees Paid _____

Encroachment Permit No. _____

1. _____ _____ _____ _____
   Name of Organization — Address — City — Zip

   _____ _____
   Person in charge of event — Phone number (day)

2. _____ _____
   Name/Title of Chief Officer — Phone number (day)

3. List any other organizations which will participate in the proposed activity:

   _____

   _____
   (Attach separate sheet if needed)

4. Proposed date(s) and time(s) of activity:

   Date: _____ Time: _____
   Day Month From To

   Date: _____ Time: _____
   Day Month From To

5. What is the purpose of the proposed activity? _____

   _____

   _____

6. Please describe the activity: _____

   _____

   _____

   _____

7. Location of activity

Assembly point _____

Dispersal point _____

Please trace the exact route on an attached map or provide a drawing.

8. Estimate the number of participants: _____

9. Estimate the number of observers: _____

10. Will loudspeakers or sound devices be used? ☐ Yes ☐ No

If yes, how many? _____

Note: Applicant may be required to obtain an additional permit for sound devices.

11. To what extent will the streets and/or sidewalks on the proposed route be occupied? Please explain:

_____

_____

_____

12. Number and kinds of vehicles to be used: _____

_____

13. Number and kinds of animals: _____

_____

14. Will your proposed activity require that street(s) be barricaded? ☐ Yes ☐ No

If yes, name of street(s) and/or intersections and indicate on attached map: _____

_____

GENERAL PERMIT CONDITIONS

Please review the following list of General Permit Conditions and put a check mark beside those which apply to your activity.

____**1.** Applicant(s) agree to abide by all applicable provisions of the City of Alameda's Municipal Code.

____**2.** Applicant(s) understand and agree the proposed activity shall occur on the day and time as specified on the application.

____**3.** Applicant(s) understand and agree the number of participants in the proposed activity shall be restricted to that stated on the application.

____**4.** Applicant(s) understand and agree the proposed activity shall be restricted to the route(s), location(s), and dispersal point(s) as submitted with the application.

____**5.** Applicant(s) understand and agree the proposed activity shall be restricted to non-residential areas.

____**6.** Applicant(s) understand and agree the proposed activity will be restricted to only one-half of the street. Said portion of street must be clearly designated.

____**7.** Applicant(s) understand and agree to comply with restrictions applied to said activity by the State Department of Transportation.

____**8.** Applicant(s) understand and agree that use of said property will be restricted to those purpose(s) stated on the application.

____**9.** Applicant(s) understand and agree that the property to be used will be restricted to the area(s) as indicated on the application map or attached drawing.

____**10.** Applicant(s) understand and agree that the property shall be kept in a clean and orderly manner, free from debris.

____**11.** Applicant(s) understand and agree the movement of emergency vehicles shall have priority <u>at all times</u>.

____**12.** Applicant(s) agrees to obey all traffic laws applied to the proposed activity as determined by the City of Alameda.

____**13.** Applicant(s) understand and agree to provide security and traffic control as needed.

____**14.** Applicant(s) understand and agree that additional traffic control and security will be provided for said activity ***by utilizing City of Alameda Police Officers on an overtime basis at the applicant's expense. The number of Police Officers to be determined by the reviewing Police watch Commander.***

____**15.** Applicant(s) understand and agree that equipment and lighting used for the proposed activity will not obstruct vehicular traffic.

____**16.** Applicant(s) understand and agree that a sound device will be operated only on the main arterials in Alameda and will not go into residential districts.

____**17.** Applicant(s) understand and agree to comply with all **Special Conditions** as may be required by City departments after review of application for proposed activity.

I declare that I am authorized to submit this application and that to the best of my knowledge and belief, all of the information given herein is true, accurate, and complete. Applicant(s), further acknowledges the General Permit Conditions as they apply to the proposed activity and agrees to fully comply with them.

_____

Authorized Representative

_____

Date

Application for Temporary Encroachment of Public Right-of-Way is hereby approved.

Building Official

_____

Greg McFann

_____

Date

REQUEST FOR REFUND OF DEPOSIT

SPECIAL EVENT PERMIT (SE6)

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Please submit the **original** "Request for Refund" form to Permit Center for processing. *Faxed copies will not be accepted* and will not initiate or expedite the refund process.

Permit No. _____

Title of Project _____

Contact Person _____

Phone Number _____

This will verify that all associated activities for the above-referenced permit and project have been completed as of

date: _____

All "No Parking" signs for this project have been removed *(if applicable)* _____
Initial

Please refund any unused deposit. Thank You.

_____ _____
Signature Date

_____
Print Name

Mailing Address for Refund:

_____

_____

_____

_____

Return **original** form to:

City of Alameda Permit Center
2263 Santa Clara Avenue, Room 190
Alameda, CA 94501

ACCIDENT WAIVER
AND RELEASE OF LIABILITY (SE7)

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PARTICIPANT INFORMATION

Please print clearly

Please accept my entry in: _____

Race/Category: _____

Participant name: _____

Address: _____

City/State/ZIP: _____

Phone: _____ **Age:** _____ **Sex:** _____

In case of emergency, notify: _____

Relationship: _____ **Phone:** _____

READ AND SIGN BELOW

I acknowledge that this athletic event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to athletics, but are also present for volunteers. **I agree** that prior to participating in an event, I will inspect the race course facilities, equipment and areas to be used and if I believe they are unsafe, I will immediately advise the person supervising the event activity, facility, or area. I hereby assume all of the risks of participating and/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owner, maintained or controlled by them or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently trained for participation in the event and have not been advised otherwise by a qualified medical person.

I acknowledge that this Accident Waiver and Release Liability (AWRL) form will be used by the event holders, sponsors, and organizers in events in which I may participate and that it will govern my actions and responsibilities at said events.

In consideration of my application and permitting me to participate in this event, I, for myself, my executors, administrators, heirs, next-of-kin, successors, and assigns, forever waive and release and give up any and all claims, demands, liability, damages, costs, and expenses of any kind whatsoever, including personal injuries to me, or wrongful death, against the following entities or persons: _____ (Sponsoring Organization), City of Alameda, its City Council, Boards and Commissions, Officers, Employees and Volunteers, City Hall, Alameda CA 94501, the event holders, event sponsors, event directors, event volunteers, and event officials which may arise from my participation in the event or while traveling to or from the event, even if caused in whole or in part by the negligence or fault of the parties or persons I am hereby releasing, by the dangerous or defective

condition of any property or equipment owned, maintained or controlled by them and/or because of their liability without fault. *I fully understand I am forever giving up in advance any right to sue or make any claim against the parties I am releasing if I suffer such injuries and damages, even though I do not know what or how extensive those injuries and damages might be, and am voluntarily assuming the risk of such injuries and damages.*

I will assume my own medical and emergency expenses and hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident, and/or illness during this event.

This AWRL shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I hereby certify that I have read this document and I understand its content.

_____ _____

Signature of participant Date

Parent or guardian waiver for minors (Under 18 years of age): The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnity each and all of the parties to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian

_____ _____

Signature of parent or legal guardian Date

_____

Printed name of parent or legal guardian

INSURANCE REQUIREMENTS (SE8)

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SPECIAL EVENT INSURANCE PURCHASE AND REQUIREMENTS

There are two options for obtaining Special Event insurance.

Option 1: Online Purchase

Go to the CJPRMA website below and scroll to the Special Event Insurance link on the bottom left hand corner of the website page and follow the instructions to obtain a printed Certificate of Insurance and Additional Insured Endorsement. Please have your credit card ready.

Go to www.cjprma.org and in the bottom left column, click on the Special Event Insurance Secure Online Application button.

Please note: Block parties are classified as "parties". If you know in advance that your block party will involve "BYOB" (beer, wine, or liquor), please call Brigitt Whitescarver directly for quote, at: **(503) 977-5648.**

Inflatable devices/"bounce houses": Please see additional instructions. If you have any problems accessing the website or no response, please call Sara Mullikin at (503) 977-5656 with Gales Creek Insurance Services, or email her at sara@galescreek.com.

Option 2: Provide Proof of Certificate of Insurance and Additional Insured Endorsement

For all designated coverages, the City of Alameda requires a certificate of insurance signed by the party authorized by the insurance company to bind the company to the coverage shown, as well as an additional insured endorsement to the policy.

Sample Information:

1) **Certificate of Insurance** *(sample attached)*
   Designated Insurance Requirements:
   - General Liability: $2,000,000
   - Company Rating: A.M. Best "A" or better

   Provide the City of Alameda thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits or coverage including the name of the contract or event.

   Signed by the party authorized by the insurance company to bind the company to the coverage shown. Other insurance coverages may be required based on the type of contract and scope of services.

2) **Endorsement to the Policy** *(sample attached)*
   The endorsement **must** name the "City of Alameda, its council, Officers, Employees, Volunteers, Boards and Commissions" as additional insureds, include the policy number and type of policy coverage. The endorsement must be a separate document. **A statement included on the certificate, that the City is an additional insured, is not sufficient.**

3) Forward the certificate of Insurance and the Endorsement to the Policy to the Department Representative with whom you are conducting business.

Please ask your insurance broker or agent to provide both documents to the City **ten (10) days prior to the event** taking place since several departments must sign off on the entire request package before your participation in the event.

INFLATABLE DEVICE INSURANCE COVERAGE REQUIREMENTS

When purchasing insurance for a block party that includes an inflatable device, such as a bounce house, please note the following requirements:

1) The Inflatable Device Vendor **must** add you, the Event Holder/Applicant, as an Additional Insured(s) to their (Vendor) insurance policy
2) You, the Event Holder/Applicant, **must** provide proof of #1 to the City of Alameda, prior to approval of the final permit
3) If you, the Event Holder, owns the inflatable device, then no additional charges apply

Follow the directions on Page 1 to obtain insurance for your Special Event.

SELLING ALCOHOL

If you are 'selling' alcohol at your event, you must purchase a different type of alcohol liability insurance. Brigitt Whitescarver at Gales Creek can help you with this, if you call her at (503) 977-5648.

It is important to know additional factors can be added to your liability, (i.e., inflatable jumpers, climbing walls, etc.) and you will have the options once you create an account and quote.

You are welcome to shop around for insurance and are in no way required to use Gales Creek. However, you are required to have the Liability and Alcohol Sales Permit (liability) in place before your event.

Please visit eventinsurancenow.com and look for the "Login Now" button, on the top right of the page. Register as a person to access the site. Then log in with your new credentials, and create a new quote. After you create this account, you input the details of the event.

The individual or entity hosting the event and/or leasing the facility is the *named insured*. (Not the facility/event location)

- The system will confirm pricing and event details
- Once the quote is offered, it is saved
- You can buy instantly, or come back later and buy

If you choose to bind coverage, it is very important that you input the *insured* and the *additional insured* info correctly. These are separate entities and must be entered in separate areas of the application. Again, **only** the individual or entity leasing the location for the event is *the insured*.

The *additional insured* is sometimes merely the name of the facility, but is usually the specific name/address of the facility owner that is requiring the insurance.

It is also important when completing the Credit Card Authorization screen, that the info here **matches** the billing name and address for the credit card you are using.

Once the Credit Card Authorization is complete, the system will prompt you to print your certificates of insurance and your receipt.

For more information, please contact:

Sara Mullikin, CISR | CSA
Gales Creek Insurance Services
5727 SW MacAdam Ave | PO BOX 69508
Portland, OR 97239
Sara@galescreek.com | P (503) 977-5656, F (503) 977-5856, or toll free (800) 755-1575

CITY OF Alameda

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER

FAX

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A:	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY				EACH OCCURRENCE	$ 1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 100,000
		CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 1,000,000
		POLICY / PRO-JECT / LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

SAMPLE

CERTIFICATE HOLDER

2263 SANTA CLARA AVENUE, ALAMEDA, CA 94501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25

©ACORD CORPORATION

POLICY NUMBER: CLA1018387

COMMERCIAL GENERAL LIABILITY
CG 20 11 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You): Albert H. DeWitt OClub

2. Name of Person or Organization (Additional Insured): US DEPARTMENT OF THE NAVY, ALAMEDA REUSE/REDEVELOPMENT AUTHORITY, ALAMEDA MUNICIPAL POWER, CITY OF ALAMEDA , and its members, officers, directors, agents, volunteers, employees and officials.

3. Additional Premium: NONE

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section **II**) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:
This insurance does not apply to:
1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

SAMPLE