

**Filming & Special Events
Conditions for SE 000-00
Event Name:**

The following Terms & Conditions apply to all Special Event Permits issued by the Filming & Special Events Section.

PRE-EVENT OPERATIONS

- Transit lines impacted by street closures need to be contacted prior to the event to implement a change of access along the transit routes.
- Any entrances/exits to parking structures that are impacted by street closures require that an internal re-routing be implemented as part of the traffic control plan.
- Residents and property owners impacted by street closures or within 300 feet of the event site have been notified of the event and provided contact information for an on-site contact from the event promoter's team.

EVENT SET-UP & STRIKE

- The Permittee is responsible for executing the event set-up, layout, and strike as approved in the event diagram that was reviewed by City Staff.
- The Permittee is responsible for following the approved access routes into and out of the park as set forth by Parks & Natural Resources staff.
- No vehicles are permitted to drive into the event area other than the vehicles previously approved by Parks & Natural Resources staff.
- The Permittee is only permitted to conduct event activity within the hours specified and approved in either the Public Works Terms & Conditions and/or the Park Rental Contract.
- Any set-up construction activity needs to take place within the hours specified in the City's Noise Ordinance. Construction activity is permitted between 7:00 am – 9:00 pm Monday- Saturday. No construction activity is allowed on Sunday.
- The Permittee is responsible for deploying barricades and signage per the approved traffic control plan.
- The Permittee is responsible for posting "No Parking" signs for their event 24 hours in advance of the times listed on the City-provided signs and for removing them promptly after their event is concluded. No Parking signs may not be attached to street trees. They may be attached to street light standards, parking meters, or delineators with plastic wrap, string, or plastic coated wire.
- If the event is located in Brookside Park or on Area H and Lot I will be used for parking, then the Permittee is responsible for deploying barricades in Lot I to reserve the required parking spaces for Kidspace Children's Museum and the Rose Bowl Aquatic Center. Permittee-provided signage and

parking monitors will be deployed by the promoter at the driveway entrances of lot I for these agencies.

EVENTS IN PROGRESS

- Amplified Sound (including sound check hours) is only permitted within the hours set-forth in the Noise Ordinance. No amplified sound or sound checks are allowed prior to 8:00 am or past 10:00 am, Monday- Saturday. Amplified Sound is only permitted for non-commercial use on Sundays from 10:00 am – 10:00 pm. Sound monitors will monitor decibel levels and if the event’s amplified sound rises above the permitted level you will be asked to adjust sound levels.

<u>PARK</u>	<u>NOISE DISTRICT</u>	<u>MAX DBA</u>
Area H	I	65
Brookside Park	I	65
Central Park	III	75
Hahamonga/Oak Grove Park	I	65
Lower Arroyo Park	I	65
Memorial Park	III	75
Robinson Park	I	65
Victory Park	I	65
Villa Park	I	65

- All barricades and street closures (hard and soft) need to be staffed by adults 18 years or older at all times from the minute the street closure begins through strike and breakdown.** Relief staffing needs to be planned for ahead of time to allow for breaks, rest periods, etc.

A hard closure means that the volunteers should not allow any motor vehicles to pass through the barricades. During set-up, it is okay to allow delivery vehicles through but all motor vehicles need to be out of the closure once the event starts and there are pedestrians present. If a vehicle is part of the event and needs to remain in the closure, then it should not move once the event is in progress.

A soft closure means that the volunteer at this post can allow vehicles to pass through the barricade for local access only. Local access refers to residents, businesses or property owners who need access to their driveway, garage, home, business, etc. and if they regularly would use the street or alley to do this, then they need to be allowed through. Please keep in mind that they will not be able to exit into a hard closure.

- Sidewalks are to remain open unless a specific request has been submitted and approved by Public Works.

POST EVENT OPERATIONS

- The Permittee is responsible for the waste management and clean-up activity in the event area. Any trash generated by the event that overflows into surrounding parking areas and streets needs to be cleaned-up and disposed of in the appropriate trash receptacles.\
- City staff may request a post-event review meeting with the promoter to discuss operations, offer comments and suggestions for the event in future years.
- The Permittee is responsible for completing and returning the “Special Event Questionnaire” disclosing the amount of money raised as well as the programs and services provided to the local community as a result of the special event.

EMERGENCY CONTACT INFORMATION

- Any crowd control and safety/security problems which arise during the event should be reported to either the Police Officers assigned to the event (if applicable) or Park Rangers/Watch Commander (PD) 744-4501.
- Any Fire Department related problems should be reported to Fire Department Station 31 by calling (626) 744-4661.
- If a vehicle needs to be towed once an event is in progress (vehicles blocking driveways, vehicles parking in red curb zones, vehicles parked in designated "No Parking" areas, etc.), the Permittee should notify the Police Officer assigned to the event (if applicable). If no officer is assigned to the event the Permittee should contact the Police Department Watch Commander at (626) 744-4501.
- In the event of inclement weather and a park reservation needs to be cancelled, the Permittee should notify the Park Reservation Desk at (626) 744-7195 within normal business hours to cancel park monitors and the park reservation. If the cancellation is to occur outside of normal business hours the Permittee should contact the HS&R Pager at: (____) ____-_____. Cancellations should be made as soon as possible with a minimum 24 hours advance notice.

SPECIAL EVENT PERMIT TERMS AND CONDITIONS

These terms and conditions are not changed by any words added by Promoter. Any change in terms must be agreed to by the City, in writing.

DEFINITIONS:

As used in this Permit, the following words and terms shall have the following meanings:

“Director” means the Director of Planning and Development of the City of Pasadena or such other person as may be designated by him in writing.

“Plot Plan” means the approved layout drawing designated as Attachment “A,” attached hereto, which includes the following: the physical layout of the Special Event; areas of the Premises which will have limited or restricted public access, including the hours of all such limitations and restrictions; the location of restrooms, including required portable unisex restrooms and restrooms meeting ADA requirements for accessibility; and trash bins as required by the City’s Public Health Department; and, if applicable, area designated for sale and consumption of alcoholic beverages.

“Premises” means the public property designated on the Special Events Permit, for which a Special Event Permit has been granted.

“Use Schedule” means the approved dates and times set forth on the Special Events Permit, which Promoter agrees are the times its special event will be set up, in operation, and taken down.

1.0 PREMISES AND EXCLUSIVITY: The Special Event will take place on the Premises. Promoter agrees that it will use the Premises for purposes specifically set forth herein and for no other uses or purposes and to abide by all of the Terms and Conditions set forth herein. Promoter agrees to occupy the Premises only on the dates and times specified in the Use Schedule, and to vacate the Premises not later than the date and time specified in the Use Schedule. So long as the Promoter is in compliance with its obligations in this Permit, the City shall not issue permits to other persons or entities which conflict with the Use Schedule, except upon reasonable notice to the Promoter. The Director reserves the right to impose additional conditions on this Permit for the protection of the public health, safety and welfare and for safe, effective logistical completion of the Event. On the Colorado Street Bridge and other city bridges, special event permits may be issued for events open to the general public and conducted by a non-profit agency. Special event permits may not be issued for private parties, commercial event productions or closed-to-the public events.

2.0 PROMOTER’S MANAGERIAL RESPONSIBILITY. The Promoter shall assume full responsibility for operating and managing the Special Event. The Promoter’s responsibilities include, but are not limited to, the following, all of which shall be undertaken at its sole cost and expense:

2.1 Notifications and Approvals: The promoter, with expected event attendance of more than 250 people, shall notify all residences and businesses within the street closure area and within a 300 foot radius of the outer perimeter of the event (as marked by fencing or entrance table indicated on the event diagrams submitted to the City). The promoter shall obtain signatures of those so notified of the upcoming event. Such signatures do not denote approval but solely signify notification. A diagram of the notification area shall be submitted with the signature sheet (exemplars of both attached hereto). The promoter shall leave a notification letter with each signee. This letter shall include the following information: 1. Name of event, 2. Dates and times of Event, 3. Brief description of the event, 4. Any closure areas, 5. Name and phone number of event contact should they have issues, 6. Where attendees will be parking.

The signatures of notification, the notification letter and the notification diagram shall be submitted **no less than two weeks prior** to the Special Event. In addition, the Promoter shall comply with all additional requirements imposed by the Director with respect to notification and approval by residents and businesses affected by the Special Event. Under certain circumstances where events may generate extremely large crowds, loud noise or parking issues, staff may require additional notification time/signatures/outreach. (see example):

2.2 Permits and Licenses. The Promoter shall work with the Filming and Special Events Section in securing all permits and inspections that are required for any structure, program or activity on the Premises (e.g., City facility permits, amplification permits, health permit, business license, parking meters, street closures), and this Permit does not guarantee or substitute for any such permit. Promoter shall not alter the existing structures nor construct any additional structures without the prior, written approval of the Director, as to location and design; and construction and improvements shall be undertaken in full conformance to, and compliance with all local, state and federal laws and regulations. Cost for Health Permits, City Business License, Fire Permits and any other permits required are to be coordinated with the appropriate section and are not included in the cost estimate provided in this Permit.

2.3 Alcoholic Beverages. [If applicable] Promoter agrees to allow sale and consumption of alcoholic beverages in the area designated on the approved Plot Plan, only, and between the hours specified in the Use Schedule. Prior to selling alcohol, the Promoter must obtain all required permits for the sale and consumption of alcohol on City premises, including but not limited to a City permit. Alcohol must be served in compliance with all applicable federal, state and local laws. Operating Manger agrees to work with City to develop and to implement an alcohol management plan for the Special Event.

2.4 Public Relations. Promoter shall arrange for and be solely responsible for publicity, promotion and advertisements. All press releases and advertisements for the Special Event that bear the City names or seal must be approved, in writing, by the Director prior to release and/or distribution.

2.5 Staff and Security. The Promoter shall be solely responsible for coordinating the Special Event and engaging all staff needed for the Special Event. Promoter shall be responsible for, shall arrange for, and maintain security during the entire operation of the Special Event, including both event and after hours security, at the level which it deems prudent, based upon its own security evaluation. However, the Promoter will be responsible, at Promoter's sole cost and expense, for any officers assigned by the Pasadena Police Department. The City shall have neither obligation nor liability for either event or after-hours security.

2.6 City Vendors. Promoter will use best efforts to utilize City-based businesses for all food and beverages served at the Special Event.

2.7 City Booth. [If applicable] The City shall have a booth at a location determined by the Director for the purpose of promoting the City during the Special Event, at no cost to the City.

2.8 Clearance of Premises. Promoter shall, at its own expense, restore the Premises to its condition at the time immediately prior to set up, in the sole judgment of the Director. Promoter shall provide clean-up of the Premises, including public areas, and remove all trash as agreed upon in advance by Director and Promoter. If Promoter fails to remove any equipment, material or things after notification by Director, Director is authorized without further notice to remove same, and Promoter shall reimburse City for all costs so incurred, including City staff time and time of other City employees and any outside contractors.

3.0 PROMOTER'S FINANCIAL RESPONSIBILITIES.

3.1 Security Deposit. Prior to moving onto Premises, Promoter shall submit a security deposit to the Director in the form of a cashier's check or bond for the amount stated in the approved application. This amount represents a refundable security deposit for the condition of the Premises and for performance of all terms and conditions of this Permit. If the Promoter fails to restore the Premises to its condition at the time immediately prior to set up, in the sole judgment of the Director, by the date designated in the application, the City may perform restoration work itself on the Premises and deduct the actual cost of that work, including a reasonable amount for overhead, from the deposit. The Promoter agrees that any and all other costs incurred by the City, including without limitation, liquidated damages and Special Event costs, will be deducted from the deposit. Such deposit shall not accrue any interest. Any unexpended portion will be refunded to Promoter.

3.2 Permit Fees. The Promoter shall pay the City the Permit fee for use of the Premises which is for the use of the Premises, only, and not an offset against fees or costs. This amount is due and payable on or before the close of business on the day designated on the application.

3.3 Costs. The City has estimated certain specific Special Event day staffing, fees and other costs required for Promoter's Special Event which are to be paid to the City. The list does not include business license fees or fees for special permits or inspections such as building permits, Temporary Conditional Use permits or health department permits. Promoter agrees to pay City an amount equal to 100% of the actual costs incurred by the City, even if the actual costs exceed the estimate. In this regard, Promoter acknowledges that the Director reserves the right to require increased personnel with accompanying cost

increases within the Director's sole and reasonable discretion. The Director agrees to notify Promoter of all Special Event coordination meetings and Promoter agrees to assign an authorized agent to attend such meetings. The estimate is set forth on the Special Events Permit.

3.4 Utilities. The Promoter shall be responsible for payment of all utility charges other than water charges arising out of its use of the Premises.

3.5 Liquidated Damages. Promoter's crew shall have vacated the Premises, cleared it of all equipment, material and things used in staging the Special Event, cleaned it of all trash and debris and restored it to its condition at the time immediately prior to set up, in the sole judgment of the Director, by no later than the date designated on the Use Schedule. Failure of the Promoter to vacate the Premises by the specified time and date will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day, or portion thereof, after the time specified for vacating the Premises, Promoter shall pay to the City the sum of \$500. Acceptance of and operation under the Permit shall constitute agreement by Promoter and City that \$500 per day, or portion thereof, is the minimum value of the costs and actual damage caused by the failure of the Promoter to timely vacate and clean the Premises. Such sum is liquidated damages and shall not be construed as a penalty.

4.0 CITY RIGHTS AND RESPONSIBILITIES.

The City shall cooperate with Promoter as may be reasonably necessary for Promoter to stage its Special Events, and will give any required decisions as promptly as practicable so as to avoid unreasonable delay to Promoter.

The City's responsibility is limited to providing access to the Premises. The City has no other responsibilities under the Permit, and shall not be responsible for the adequacy of the promotion, or the operation or financial success of the Special Event. The City makes no representation or guarantee of any kind that the Special Event will be well-promoted, that the public will attend the Special Event, or that the Special Event will be profitable to vendors and participants. The City shall assume no responsibility for vendor or participant expenses or any losses suffered by them in this Special Event.

The City reserves the right to enter upon the Premises at any time and for any reason, and its agents, employees, officers, contractors and representatives may enter upon the Premises, if in performance of their public duties, without providing any notice to, or obtaining the permission of, or paying any fee to, the Promoter.

5.0 RISK INSURANCE AND INDEMNITY.

5.1 Assumption of Risk. Promoter has, at its own cost and expense, inspected the Premises and agrees that the Premises, including ways and means of access to the Premises are satisfactory and in a condition which is safe for all of Promoter's intended uses. The Promoter agrees to call City attention to any needed repairs prior to the Special Event, and if City has not made said repairs, the Promoter agrees to barricade or otherwise secure the area in need of repair in such a manner that the Premises and the area will be safe for the Special Event. The Promoter and all its staff, participants and vendors shall exercise their privileges hereunder at their own risk and own expense, assuming full responsibility for all risks incidental to the performance of this Permit, including the risks that the vendors and participants may incur expenses and operate at a loss. The City assumes no responsibility whatsoever for the adequacy of the promotion of Special Event, the financial success or failure of Special Event, safe installation, condition, security, use, maintenance or removal of the material or things used in staging the Special Event, nor for the protection of persons and property thereon; all such responsibility shall be solely that of the Promoter.

5.2 Insurance. The Promoter shall procure and maintain in effect during the term of this Permit, a policy of liability insurance with minimal limits of \$1,000,000 combined single limits, naming the City of Pasadena, its directors, commissioners, officers, employees, agents and volunteers as additional insured, including premises/operations, completed operations/products liability, contractor's protective, and personal injury coverage. If Promoter chooses, its sub-contractors may provide equivalent coverage as substitution for contractor's protective coverage, and product liability coverage for food may be reduced to a minimal limit of \$100,000 combined single limits. The insurance company, terms of coverage, and form of certification of insurance must be satisfactory to the City's Risk Manager. Certification of insurance must be approved no later than the day the security deposit is due.

5.3 Indemnity. To the maximum extent permitted by law, Promoter agrees to indemnify,

defend and save harmless, City, City Council, each member thereof, and all of its officers, employees, and agents from and against any and all losses, liability, and expenses, defense costs and legal fees and any and all claims for damages of any nature whatsoever including, but not limited to bodily injury, death, personal injury, or property damage that arise or are claimed to have arisen directly or indirectly from the activities of Promoter or its employees, agents or subcontractors during Promoter's use of any Premises under this Permit or from the wrongful or negligent acts or omissions of Promoter or its employees, agents or subcontractors, but not for the wrongful or negligent acts or omissions of City, its City Council and each member thereof, or its officers, employees or agents. Without limiting the generality of the foregoing, Promoter's indemnity shall include claims which arise, in part or in whole, from expenses incurred by vendors and participants, any failure to adequately promote Special Event, the loss of income or failure to make a profit by any vendor or participant, the installation, maintenance, use or removal of the canopies, booths, equipment and material, or any activity, use, sale, risk or performance under this Permit whatever.

This agreement to indemnify includes, but it is not limited to, personal injury (including death at any time), property damage, incurring financial expenses or loss from Special Event, the failure to profit from Special Event, or other damage sustained by any person or persons whatsoever, including, but not limited to, members of volunteer groups, vendors and participants and members of the general public.

Promoter's initials: _____

5.4 Release. To the maximum extent permitted by law, Promoter agrees to release and covenants not to sue the City, its City Council and each member thereof, and its officers, employees, commission members and representatives for any damage or injury (including death) to itself, its officers, employees, agents and independent contractors damaged or claiming to be damaged from any performance under this Permit. This release includes, but it is not limited to, personal injury (including death at any time), property damage, incurring financial expense or loss from Special Event, the failure to profit from Special Event, or other damage sustained by any person or persons whatsoever, including, but not limited to, members of volunteer groups, vendors and participants and members of the general public.

5.5 Damage to Premises. Without limiting other remedies available hereunder, if City presents a claim to Promoter with supporting evidence, and, if Promoter has a reasonable opportunity to investigate such claim, Promoter agrees to pay City, within thirty (30) days of receipt of the claim, the reasonable cost of repair for any damage or injury to the Premises, and other property of City caused by the acts or omissions of Operating Manger, its agents, employees, or participants in Special Event.

6.0 TERMINATION. Either party may at its option terminate this Permit at any time on ten (10) days written notice to the other. All permit fees paid as of that date shall be non-refundable. If terminated by Promoter, Promoter shall pay all costs incurred by City as of date of termination in planning for the Event.

7.0 ASSIGNMENT. Promoter shall not assign the whole or any right hereunder, nor licence the Premises or any part thereof without first obtaining City's written consent thereto. Any assignment made in contravention to the terms of this Permit shall be null and void and upon any default by Promoter of this condition, City shall have the option of immediately terminating this Permit.

8.0 COMPLIANCE WITH LAWS. Promoter shall comply with all Federal, State, County and City laws, ordinances, rules and regulations, which are, as amended from time to time, and applicable to its staging of Special Event and all its activities related thereto.

9.0 ATTORNEY'S FEES. If any action at law or in equity is brought to enforce or interpret the terms of this Permit, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

10.0 PARTIES NOT AGENTS. Except as the City may authorize in writing, Promoter and its subcontractors shall have no authority, express or implied, to act on behalf of or bind the City in any capacity whatsoever as agents or otherwise. This Permit does not create partnership, joint venture or any other type of business relationship between the parties beyond the license of space for a defined purpose.

11.0 ACCOMMODATION OF PERSONS WITH DISABILITIES. Promoter shall not, on the basis of disability, deny any qualified individual with a disability the opportunity to participate in or benefit from any aid,

benefit or service provided by Promoter under this Permit. Promoter agrees to acquaint itself with: (A) the accessibility features of the Premises, (B) equipment on site that promotes equal opportunity or participation by individuals with disabilities, and (C) procedures and policies for providing an equal opportunity for disabled people to participate in or use services and programs. Promoter shall use its reasonable efforts to make its employees and subcontractors aware of the above, comply with all laws, policies and procedures, and prepared to provide assistance as required by individuals with disabilities during its Special Event. In its overall effort to market its Special Event to the public, Promoter agrees: to include information about accessibility of its Special Event; to provide a telephone number where the public may call for information about accessibility and to request those accommodations for which preparation may be necessary by the Promoter; and to provide reasonable accommodations at no charge to facilitate the participation of individuals with disabilities.

12.0 NO ESTATE. This Permit provides only a right of use of temporary duration and does not give Promoter any added interest, title, leasehold, estate or right of any kind or extent whatsoever, whether legal or equitable, prescriptive or otherwise, no matter how long this Permit runs. Nothing contained in this Permit, nor the acts of the parties hereto, nor the acts of any third party shall be deemed or construed to create the relationship of principal and agent, or a partnership, or a joint venture, or of any association between the parties to this Permit. Promoter agrees that it will not claim at any time any interest, title, leasehold, or estate in the Premises by virtue of this Permit or by virtue of Promoter's occupancy, use or expenditures under this Permit.

13.0 POSSESSORY INTEREST TAX. To the extent that the interest created by this Permit may create a possessory interest subject to property taxation, Promoter shall be subject to and solely liable for the payment of any such property taxes levied on that interest.

14.0 PASADENA BUSINESS LICENSE. Promoter shall obtain, and pay any and all costs associated therewith, any Pasadena Business License which may be required by the Pasadena Municipal Code.

15.0 SEVERABILITY. If any provision in this Permit is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Permit, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Permit.