

**EXPANDED TEMPORARY BUSINESS OPERATIONS  
IN A CITY PARK (PUBLIC PROPERTY)  
PERMIT APPLICATION**

A completed application must be submitted a **minimum of ten (10) business days** prior to your proposed start date. **Failure to do so may result in a change to your start date.** The City reserves the right to require supplemental information and may deny any permit due to, but not limited to, an incomplete or incorrect application and lack of qualified insurance. **Of note: this Expanded Temporary Business Operations in a City Park permit is only for businesses proposing to temporarily expand their recreation and fitness classes into a City park.**

We are committed to processing your application as quickly as possible. If we are able to provide you with an earlier start date, we will. If you have any questions, please call Recreation Coordinator Allyson Desbaillets at [\(805\) 654-7749](tel:8056547749).

**1. FEES:**

Should City services be required, such as Police, Fire, Parks & Recreation, Code Enforcement or permit oversight, you will be notified and all additional charges due prior to the issuance of your final permit.

**2. APPLICANT INFORMATION:**

Applicant Name:

Address/City/Zip:

Business Phone #:

Mobile Phone #:

Email:

**3. BUSINESS OWNER INFORMATION:**

Business Name:

Business Owner Name:

Business Address/City/Zip:

Business Phone #:

Business Owner Mobile Phone #:

Email Business Website:

**4. CITY PARK PREFERENCE:**

Name of City Park: (A)

(B)

(C)

(D)

5. **DESCRIPTION OF OPERATIONS:**

A. Describe the temporary recreation and/or fitness classes you would like to offer in a City park. Please include the maximum number of participants that will be allowed in each class.

B. Describe the equipment that will be used such as hand weights, yoga mats, chairs, tables, and other equipment. **Please be specific.**

Of Note: Canopies, tents, and other structures require approval from the Parks and Recreation Department and Fire Department. In addition, an Operational Permit issued by the Fire Department may be required.

6. **DATES & HOURS OF OPERATION:**

**Proposed Start Date:** \_\_\_\_\_ **Proposed End Date:** \_\_\_\_\_

Please include your proposed temporary recreation and/or fitness class schedule (days and times).

7. **SITE MAP:**

**A detailed site map must be submitted with this application for each City park area requested.** The map must include a diagram of where the following items will be located, including, but not limited to: tables, chairs, fitness equipment, merchandise displays, generators, any sound or electrical equipment, and **any other items that could create a hazard**. Please include the dimensions of the area requested (length and width).

**Note:** Applicant is responsible for contacting the Fire Department at [\(805\) 658-4717](tel:8056584717) to coordinate required Fire Inspection services connected with this Expanded Temporary Business Operations in a City Park application.

8. **GENERATOR:**

No: we will not be using a generator.

Yes: the use of a generator is proposed.

➤ List type of generator (including amps): \_\_\_\_\_

**Of Note:** Applicant is responsible for acquiring a Fire Permit for generators over 200 amps.

9. **BUSINESS ATTESTATION:**

An approved County of Ventura Business Attestation is required to operate under the State/County order. Attestations can be made at: [www.vcreopen.com](http://www.vcreopen.com).

Yes: a County of Ventura business attestation has been submitted and approved.

➤ **County of Ventura Business Attestation #:** \_\_\_\_\_

10. **CITY OF VENTURA BUSINESS LICENSE:**

A valid City of Ventura business license is required to operate under this permit.

➤ **City of Ventura Business License #:** \_\_\_\_\_

11. **INSURANCE AND INDEMNIFICATION:**

Applicant, as a part of this Expanded Temporary Business Operations in a City Park application, shall procure and maintain in full force and effect all of the insurance required by "Attachment A", and submit the Certificate of Insurance, Additional Insured Endorsement, and Primary Noncontributory Endorsement to the City's Risk Manager for review and approval, prior to engaging in business on public property. The approval shall be communicated to the Permittee by the City's Risk Management Division.

**Of Note:** Insurance coverage limits are subject to change based on the unique liability associated with each Expanded Temporary Business Operation in a City Park over and above standard coverage limits. The City's Risk Manager will determine the Insurance Tier based on the details of the Expanded Temporary Business Operations in a City Park and its activities.

In addition, Applicant will be required to indemnify the City as provided in "Attachment B".

**12. APPLICANT ACKNOWLEDGMENT AND AGREEMENT:**

I, \_\_\_\_\_, the authorized representative for this Application (“Applicant”) do hereby acknowledge that I have read the terms and conditions of this application; that the terms and conditions are acceptable, that I have the legal authority to bind Applicant to the terms hereof, and Applicant agrees to abide by, comply with, and accept full and complete responsibility therefore.

Authorized Representative: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title

**Attachment A**

**INSURANCE REQUIREMENTS FOR EXPANDED TEMPORARY BUSINESS OPERATIONS IN A CITY PARK**

**The City's Risk Manager will determine the Insurance Tier based on the details of the Expanded Temporary Business Operations in a City Park and its activities.**

	<b>TIER I</b>	<b>TIER II</b>	<b>TIER III</b>
	<b>Permittees and High-Risk Participants: NO Alcohol present and up to 1000 attendees</b>	<b>Permittees and High-Risk Participants: EventswithAlcohol or 1000+ attendees</b>	<b>Unusual Risks and Exposures to be determined by City's Risk Manager and/or Attendance greater than 10,000 people</b>
<b>COVERAGE TYPES AND LIMITS</b>			
<b>a) Commercial General Liability (CGL)</b>	\$1 million per occurrence AND \$2 million aggregate	\$2 million per occurrence AND \$2 million aggregate if policy is written for a single event  OR \$2 million per occurrence AND \$4 million aggregate if policy covers multiple events	\$5 million - \$10 million per occurrence & aggregate at Risk Manager's Discretion
<b>b) Blanket Additional Insured Endorsement or Additional Insured Endorsement for Premises and Ongoing Operations such as form CG 20 26 04 13 or equivalent on General Liability, Umbrella and Liquor Liability policies</b>	X	X	X
<b>c) Primary and Non-contributory Endorsement on General Liability, Umbrella, and Liquor Liability policies</b>	X	X	X
<b>d) Liquor Liability per occurrence if alcohol is served or sold at event</b>	N/A	\$2 million per occurrence/aggregate at Risk Manager's discretion	up to \$5 million per occurrence/aggregate at Risk Manager's discretion
<b>e) Auto Liability for commercial vehicles on City property (other than a public street)</b>	\$1 million per occurrence	\$1 million per occurrence	\$1 million per occurrence

**Additional Requirements:**

- Policies must be written by an Insurance Company with an AM Best rating of at least A:VII
- The Description of Operations box on the Certificate of Insurance shall contain this language:

***The City of San Buenaventura, its officials, officers, agents, employees, and volunteers shall be named as an additional insured under the All Liability policies are Primary and Non-Contributory. 30-day notice of cancellation will be provided to the Certificate Holder.***

- The Certificate Holder section of the Certificate of Insurance shall specifically state:

***The City of San Buenaventura, its officers, officials, employees, and agents  
501 Poli Street  
VENTURA, CA 93001***

## Attachment B

### INDEMNIFICATION REQUIREMENT FOR EXPANDED TEMPORARY BUSINESS OPERATIONS IN A CITY PARK

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The following required Indemnification Agreement will be Included in the Expanded Temporary Business Operations in a City Park permit:

# **EXAMPLE**

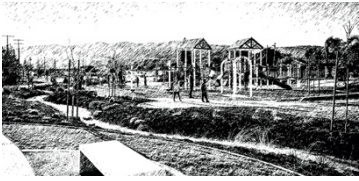
#### **Expanded Temporary Business Operations in a City Park Indemnification Agreement**

Permittee agrees, as an express condition of CITY's issuing the Expanded Temporary Business Operations in a City Park permit requested by Permittee and as a separate independent covenant to provide the insurance coverage of the type, form, and with the limits set forth in "Attachment A", attached hereto and incorporated herein by this reference, that Permittee shall indemnify, defend (at CITY's request and with counsel satisfactory to CITY), and hold CITY harmless from and against any claim, action, damages, costs (including without limitations, attorney's fees), injuries, or liability, arising out of or relating to any negligent act, negligent omission, or wrongful conduct related in any way to Permittee's expanded temporary business operations in a City park, including the negligent actions, negligent omissions, or wrongful conduct of its vendors and contractors. In the event the CITY determines that it is necessary to take legal action to enforce any of the provisions of these conditions, and such legal action is taken, the Permittee shall be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the CITY, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the CITY should otherwise agree with Permittee to waive said fees and/or costs or any part thereof. The foregoing shall not apply if the Permittee prevails on every issue in the enforcement proceeding. For purposes of this section "CITY" includes the City of San Buenaventura's officers, officials, employees, agents, representatives, and certified volunteers.

In exercising this Permit, the Permittee shall comply with all Federal and State laws and regulations and all City Ordinances. This Permit shall be read to be consistent with all provisions of Federal and State law and regulations and City Ordinances and shall not authorize or be construed to authorize any Expanded Temporary Business Operation in a City Park or activity that violates any provision of Federal or State law or regulations or City Ordinance. If an Expanded Temporary Business Operation in a City Park or activity may constitute a violation of a City Ordinance, that provision of the Municipal Code may only be waived by action of the City Council.

#### **PERMITTEE ACKNOWLEDGEMENT AND AGREEMENT**

I, (the authorized representative), the authorized representative for this Expanded Temporary Business Operation in a City Park, "Permittee", do hereby acknowledge that I have read the terms and conditions of this permit, that the terms and conditions are acceptable, that I have the legal authority to bind Permittee to the terms hereof, and Permittee agrees to abide by, comply with, and accept full and complete responsibility therefore.



## EXPANDED TEMPORARY BUSINESS OPERATIONS IN A CITY PARK - PERMIT REMINDERS

### Please keep this sheet for reference

This Permit is only for businesses proposing to temporarily expand their recreation and fitness classes into a City park. Below is a partial list of the general expanded temporary business operations in a City park terms and conditions and is provided for your information only. Additional terms and conditions will be outlined on the issued Permit.

**Permittee** is responsible for ensuring all State of California, County of Ventura, and City of Ventura orders, guidelines, policies, and procedures are followed during the Expanded Temporary Business Operations in a City Park operational period, including practicing the required social distancing measures to reduce the spread of COVID-19 and other diseases, as noted in the County Public Health Officer's "Stay Well at Home" Order.

**Permittee** understands that the location and dimensions of their approved expanded temporary business operations in a City park may change or be adjusted during their permitted operational period.

**Permittee** is aware that the Parks Division Manager may move the Permittee to a new Park location based on turf (grass area) wear and tear or overuse at any time during the permitted operational period.

**Permittee** is responsible for contacting and receiving the necessary approvals from the City of Ventura, prior to beginning temporary expanded business operations.

**Permittee** shall promptly report to the Parks and Recreation Department any injuries or property damage that occur directly or indirectly as a result of the permitted expanded temporary business operations.

**Permittee** will be held responsible for any damages that occur as a result of the expanded business operations. In addition, Permittee shall be responsible for the clean-up of any litter or debris, which may accumulate as a result of the expanded business operations. Should the City be required to expend funds for cleaning or repairing any affected City or private property, the Permittee will be billed based on the actual cost for services.

**Permittee** is not allowed to drive vehicles on the turf (grass area), sidewalks, or sports courts.

**Permittee** shall ensure all fitness equipment, tables, chairs, signage, or other objects shall be placed so they may be removed quickly for emergency equipment.

**Permittee** is subject to the City's noise regulations, which prohibit excessive noise, especially in residential neighborhoods, before 7:00 am and after 10:00 pm. Permittee will modify sound to not impact surrounding residents and businesses.

**Permittee** is aware that permit fees are currently waived per City Council but subject to change during the course of this permit based on City Council direction. If changes are made to the fee requirements connected with this permit, notification will be provided, and a permit amendment issued.

**Permittee** is aware that permit requirements and conditions may be added, removed, or revised during the course of this permit. Permittee understands that if requirements and conditions are added, removed, or revised, that notification will be provided, and a permit amendment issued.

### PERMIT QUESTIONS & SUBMISSION:

**Allyson Desbaillets**, Recreation Coordinator

[adesbaillets@cityofventura.ca.gov](mailto:adesbaillets@cityofventura.ca.gov)

(805) 654-7749