

CITY OF FOSTER CITY/ESTERO MUNICIPAL IMPROVEMENT DISTRICT
Community Development Department
610 Foster City Boulevard, Foster City, CA 94404
(650) 286-3225
cdd@fostercity.org

TEMPORARY USE PERMIT APPLICATION

PROJECT DESCRIPTION: Date _____ Time _____

Event/Activity: _____

PROPOSED LOCATION: _____

APPLICANT/REPRESENTATIVE (Name): _____

ADDRESS: _____ PHONE: _____

ELECTRONIC MAIL ADDRESS: _____

PROPERTY OWNER(S) (Name[s]): _____

ADDRESS: _____ PHONE: _____

ELECTRONIC MAIL ADDRESS: _____

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FOR DEPARTMENT USE ONLY

DATE APPLICATION RECEIVED: _____

FILE NO.: TUP- - ASSESSOR'S PARCEL NO. (APN): _____

GENERAL PLAN DESIGNATION: _____ ZONING: _____

ACTION TAKEN:

On _____, the Community Development Director approved the Temporary Use Permit (File No. _____) subject to the conditions as stated in Exhibit "A" (attached).

Reviewed by: (Initials)

City Manager _____

Building _____

Engineering _____

Planning _____

Fire _____

Police _____

EXHIBIT "A"

TEMPORARY USE PERMIT CONDITIONS OF APPROVAL

FILE NO.: TUP-___ -

1.

• ACKNOWLEDGEMENT BY APPLICANT:

In order to demonstrate that you understand and agree to comply with the above Conditions of Approval, please sign Exhibit "A" and return it to the Community Development Department. The Temporary Use Permit will not be effective until a signed copy has been returned to and signed by the City.

Richard B. Marks
Community Development Director

Signature of Applicant/Owner

TEMPORARY USE PERMIT SUBMITTAL REQUIREMENTS

1. Completed application (see attached);
2. Fee (major events/activities ONLY as defined in the most recently revised fee schedule adopted by the City Council);
3. Site Plan (location, circulation, public/private streets, location of buildings or structures in immediate area, site specific information, adjacent land uses, all proposed signs);
4. A letter describing the event/activity in detail including the dates on which the event/activity will take place, hours of operation, equipment involved and the names of all sponsors (who, what, when, where, why, how);
5. Written permission from all of the property owner(s) or the Homeowners' Association (if applicable) or their duly authorized representative, authorizing the applicant(s) to conduct the proposed event/activity as and when described in the letter provided to the City;
6. Information as required by the Sections 15.12.030, 15.12.040 and 15.12.180 of Title 15 of the Foster City Municipal Code regarding any signage associated with the event/activity, including the number and location of all signs (shown on the site plan), scale drawings for all signs, the colors and materials to be used on each sign and the required sign application fee. Alternatively, applicants may use the attached Special Event Signage Plan as a format to meet this requirement;
7. Signed copy of Exhibit "A" of application (if applicable);
8. Other information as required by the Community Development Director (depending upon the nature of the event/activity); and,
9. Insurance

If the event or activity includes the use of **public property**, (a) prior to the commencement of the event or activity, the Applicant must submit Proof of Insurance and applicable endorsements to the City. Insurance provider must be deemed acceptable to the City and minimum coverage limits shall be as follows, unless otherwise specified by the City –

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory minimum
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage;
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required)

to the extent Applicant's vehicle usage is connected to or associated with the subject permitted event or activity)

The general liability policy shall be endorsed to:

- (b) Name the City of Foster City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, as additional insureds; endorsement must meet or exceed ISO Form CG 2010 11 85.
- (c) Provide that Applicant's insurance coverage shall be primary insurance with respect to City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by City for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of Applicant's insurance and not contributory with it;

All of the required insurance shall be endorsed to:

- (d) Agree to waive all rights of subrogation against the City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents for losses paid under the terms of insurance policies, which arise from the subject event or activity; and
- (e) Preclude cancellation in coverage before the expiration of thirty (30) days (10 days for nonpayment) after City shall have received written notification of cancellation or reduction in coverage by first class mail;

If the event or activity is held entirely on **private property**, prior to the commencement of the event or activity, the Applicant must provide the following to the City –

- 1) Submit Proof Of Insurance with the following minimum coverages:

For Commercial Property

Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
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For Residential Property

Homeowner's Insurance

Please specify policy limits. (Additional Coverage may be required based on the City's assessment of the risk associated with the event or activity.)

- 2) Sign, date and return the following Indemnification (Hold Harmless) Agreement:

To the fullest extent permitted by law, the Applicant hereby agrees to defend, indemnity, and

save harmless City and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, City or Estero Municipal Improvement District, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the Applicant, its officers, employees or agents, which arises out of or is in any way connected or associated with the subject permitted event or activity. This agreement does not include claims arising from the City's sole negligence or willful acts.

Applicant

Date

ALL INFORMATION REQUIRED SHALL BE RECEIVED IN A TIMELY FASHION, A MINIMUM OF THREE WEEKS PRIOR TO THE EVENT, SO THAT THE PLANNING/CODE ENFORCEMENT DIVISION CAN REVIEW THE APPLICATION WITH ALL AFFECTED CITY DEPARTMENTS AND, IF NECESSARY, OTHER AFFECTED PROPERTY OWNERS, CITIES, PUBLIC UTILITIES OR OTHER AGENCIES PRIOR TO COMMENCEMENT OF THE EVENT/ACTIVITY.

Approval shall not be given until all information has been submitted, is determined to be complete, has been reviewed by the City and all required conditions of approval are agreed to by the applicant.