

Date Received
By City Clerk _____

<i>ANTICIPATED ATTENDEES</i>	<i>RETURN PERMIT WITHIN</i>
<i>1000 +</i>	<i>60+ days</i>
<i>0-1000</i>	<i>45+ days</i>

CITY OF HOLLISTER

PUBLIC ASSEMBLY PERMIT

EVENT: _____ **DATE:** _____

LOCATION: _____

Please complete the permit application and return to the City Clerk within the prescribed time period referenced above. Should you need further space to respond to these questions, please use page 7 or attach your responses to this application. Please attach Certificate of Insurance to this application.

1. Applicant

Name	Address	Phone
		h: w: email:
		h: w: email:

2. Sponsoring group(s):

Name	Address	Phone
		h: w: email:
		h: w: email:

3. The person in charge of the Event:

Name	Address	Phone
		h: w:

4. Will monitors or security personnel be employed during the event? YES NO If yes, please list below:

Name	Address	Phone
		h: w:
		h: w:

5. Emergency contact (other than the person in charge of the Event):

Name	Address	Phone
		h: w:

6. If private property, please list all property owners:

Name	Address	Phone
		h: w:
		h: w:

7. Please describe the nature of the event:

8. Date and time of the Event:

Date:	Start Time:	Finish Time:
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9. Please describe the location of the Event, including its boundaries:_____

10. Estimated number of participants:_____

11. Please describe the number of vehicles, animals and/or structures that will be used in the Event:

Items	Number	Describe
Vehicles		
Animals		
Structures		
Other		

12. Please provide a brief description of any sound amplification equipment and illumination to be used at the Event:

Item	Number of Units	Type	Location
Sound/Amplification			
Illumination			
Other			

13. Please provide a brief description of any construction of signs or banners to be used for the Event:

Type	Number	Materials	Location
Banner			
Signs			

14. Are there parking requirements for the Event: YES NO

Please describe: _____

15. Will you provide water stations YES NO If yes, how many? _____

Location(s): _____

Will you provide first aid? YES NO If yes, how many? _____

Location(s): _____

Will you provide comfort stations YES NO If yes, how many? _____
(portable restrooms)

Location(s): _____

16. Will there be vendors at the Event? YES NO If yes, how many?_____
- Please describe:

Type	Number	Description	Business License
Food			
Drinks			
Other			

17. Please list any and all government agencies requiring a permit for the Event:

Permit	Agency	Description	Current Status

ADDITIONAL INFORMATION (PARADES):

1. Parade assembly will begin to assemble at:_____.
2. Parade assembly point will be:_____.
3. Parade route will be:_____

4. Interval space to be maintained between units:_____.
5. Number of Floats:_____ Other Vehicles:_____.
Sizes:_____.

CITY USE ONLY

APPLICATION IS:

☐ APPROVED

☐ DENIED

CHIEF OF POLICE

☐ RETURNED

Explanation: _____

☐ THIS PERMIT REQUIRES FURTHER INFORMATION:

Explanation: _____

FURTHER APPROVAL BY:

☐ _____
FIRE CHIEF

☐ _____
CITY MANAGER

☐ _____
PLANNING

☐ _____
FINANCE DIRECTOR

☐ _____
MAYOR

☐ _____

Please use this page for any additional information you may need to provide.

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RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

_____, its employees, agents, officers, representatives, contractors, heirs and assigns, (collectively "Applicant"), hereby WAIVES, RELEASES AND DISCHARGES any and all claims against the City of Hollister and/or its employees, officers, agents, or contractors, (collectively "City"), for death, personal injury, property damage, or any other damages which Applicant may have or suffer, or which may hereafter accrue, as a result of the:

- ☐ Block Party
- ☐ Parade
- ☐ Public Event
- ☐ Banner/Sign
- ☐ Other _____

("the Activity"). This RELEASE is intended to discharge the City in advance from any and all liability arising out of or connected in any way with the Activity, even though that liability may arise out of negligence or carelessness on the part of the City.

Applicant further understands that accidents, whether of a serious or minor nature, occasionally occur during the course of an Activity such as that for which Applicant has requested permission from the City of Hollister; and that participants may occasionally sustain mortal or serious personal injuries, and/or property damage, as a consequence thereof. Knowing the risks of the Activity, Applicant ASSUMES those risks and agrees to RELEASE AND HOLD HARMLESS the City regardless of whether or not any injury or damage is caused in part by the City.

It is further understood and agreed that this WAIVER, RELEASE AND ASSUMPTION OF RISK is to be binding on Applicant, and such individuals or entities comprising Applicant, and Applicant will make no claim against, sue, attach the property of, or prosecute the City for injury or damage or economic loss resulting from the negligence or other acts or omissions, howsoever caused, of City, as a result of Applicant's participation in, or City's authorization of the Activity, or any other act or omission of City relating to the Activity.

Applicant shall INDEMNIFY, RELEASE AND HOLD HARMLESS the City from:

(a) Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities, in law or in equity, of every kind and nature whatsoever, for, but not limited to, injury to or death of any person including Applicant, and damages to or destruction of any property of City or Applicant, or any economic loss suffered by Applicant, arising out of or in any manner directly or indirectly connected with the Activity, however caused and regardless of whether or not caused in part by the City.

(b) Any and all damages, costs, expenses, or penalties, imposed on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Applicant.

Applicant shall, at its own cost, expense and risk, defend all suits, actions, or other legal proceedings of every kind that may be brought or instituted by third persons against the City, relating to the Activity, or to enforce any penalty relating to the Activity. Applicant shall pay and satisfy any judgment, award, decree or penalty assessment that may be rendered against City, in any such suit, action or other legal proceedings. Applicant shall reimburse City for any and all legal expenses and costs incurred by City in connection therewith or in enforcing this Agreement.

Notwithstanding the foregoing, nothing herein shall be construed to require Applicant to indemnify the City from any claim arising from the sole negligence or willful misconduct of the City.

DATE

APPLICANT

RESOLUTION 96- 207

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HOLLISTER ESTABLISHING A PERMIT APPLICATION FEE FOR
PARADES AND PUBLIC ASSEMBLIES**

WHEREAS, Municipal Code Chapter 24, regulates parades and public assemblies; and

WHEREAS, section 24.08 provides that certain fees, including the permit application fee, shall be established by resolution of the city council.

NOW, THEREFORE, THE CITY COUNCIL RESOLVES AS FOLLOWS:

1. A parade or public assembly permit application fee is hereby established in the amount of ONE HUNDRED DOLLARS (\$100) per application.
2. The application fee may be waived in whole or in part by the City Council for parades or public assemblies sponsored or co-sponsored by the City of Hollister.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Hollister on this 2nd day of December, 1996 by the following vote:

AYES: Councilmen Felice, Duran, Irish, and Mayor Boomer.

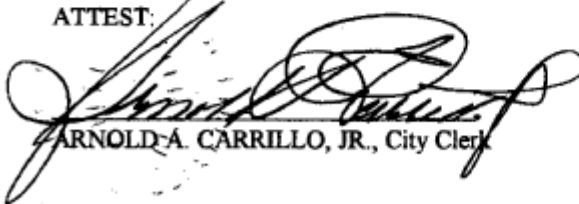
NOES: None.

ABSENT: Councilman Guzman.


ABSTAINING: None.


RICHARD K. BOOMER, Mayor

ATTEST:


ARNOLD A. CARRILLO, JR., City Clerk

APPROVED AS TO FORM:


ELAINE M. CASS, City Attorney

DUPLICATE OF ORIGINAL
ON FILE IN THE
OFFICE OF THE CITY CLERK
CITY OF HOLLISTER