

SPECIAL EVENT PERMIT

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

INSTRUCTIONS: To apply for a Special Event Permit, complete this form and read the Special Event Permit Terms and Conditions attached. Submit an original and 2 copies of completed forms (an original and 3 copies for hazardous events), all with original signatures, any supplemental documents (see No. 4 below), and a check or money order to cover the required filing fee to the District office of the park unit where the event will be held.

APPLICANT/ORGANIZATION

Sierra Club

ADDRESS

85 Second St. 2nd floor

CITY/STATE/ZIP CODE

San Francisco, CA 94105-3441

CONTACT PERSON

Jay Blair (Don McBride 732-560-0369)

BUSINESS PHONE

(415) 977-5690

HOME PHONE

(415) 977-5795 fax

PARK UNIT

DL Bliss State Park and Emerald Bay State Park

LOCATION

Rubicon Trail

SPECIFIC USE

Hiking

DATE(S)

7/2/08; 8/20/08; 9/17/08

HOURS

11AM-4PM

1. PURPOSE OF THE EVENT:

Sierra Club Hike

2. PARK AREA/FACILITIES TO BE USED:

Rubicon trail between DL Bliss SP and Emerald Bay SP, part of group to take trail and tour of Vikingsholm. Fees separate for tour.

3. MAXIMUM NUMBER OF PEOPLE EXPECTED TO ATTEND THE EVENT AT ONE TIME AND METHOD FOR LIMITING ATTENDANCE (THE STATE MAY LIMIT THE MAXIMUM ATTENDANCE WITHIN ITS DISCRETION):

20

4. PLEASE ANSWER THE FOLLOWING QUESTIONS:

YES NO

☐

☒

Does the event involve the sale or use of alcoholic beverages?

☒

☐

Will additional fees be charged for participants (beyond regular facility fees)?

☐

☒

Will items or services be sold at the event?

☒

☐

Are there any other special conditions or requirements? (e.g., accessibility - see page 2)

If you answered yes to any of the above questions or if liability insurance is required (see Special Event Permit Terms and Conditions), please complete and attach a DPR 246A, Special Event Permit Supplement. If none of the above conditions apply, please complete the signature block below.

I have read and accept the Special Event Terms and Conditions attached. I understand that the District Superintendent or authorized representative may terminate without prior notice any special event activity when it is necessary for the safety and enjoyment of the public, for the protection of the resources, or for violation of any rules or regulations of the Department of Parks and Recreation or conditions of this permit. I also understand that any Special Event Permit may be cancelled without notice in the event of disaster or unforeseen emergency.

SIGNATURE



DATE

5/13/2008

FOR DEPARTMENT COMPLETION ONLY

TOTAL PERMIT FEES

see invoice

COMMENTS

fees separate for Vikingsholm Tour

REVIEWED AND RECOMMENDED BY



DATE

5/22/08

TITLE

SPPO Special Events - Michele Green

BUSINESS PHONE

530) 525-5060

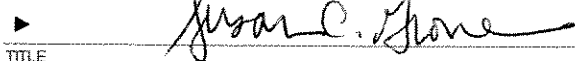
ADDRESS

PO Box 266

CITY/STATE/ZIP CODE

Tahoma, CA 96142

APPROVED BY



DATE

5/22/08

TITLE

Superintendent Susan Grove

BUSINESS PHONE

530) 525-9524

ADDRESS

PO Box 266

CITY/STATE/ZIP CODE

Tahoma, CA 96142

DIRECTOR APPROVAL (for alcoholic beverage sale of more than 4 days only)



DATE

Department of General Services
Use Only

11B

SPECIAL EVENT PERMIT SUPPLEMENT

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

INSTRUCTIONS: Complete the information requested below then submit this form with your DPR 246, Special Event Permit.

1. List of fees and charges to participants attending the event. (This is in addition to regular park facility fees)

\$800-\$900 for lodging and food at Sierra Club lodge.

2. Plan and method for collecting special fees.

By check or credit card prior to trip.

3. Estimated gross receipts and net profits to the permittee::

Gross: \$15,000

Net: 0

4. Guaranteed minimum fees and/or percentage of the gross income to be paid to the State as rent.

Processing Fee: \$25.00

Rental Fee:

Parking: Permittee and guests are responsible for paying \$6.00 parking fees for each vehicle in park units where required.

Permittee and guests responsible for paying tour fees for Vikingsholm.

5. Method of garbage collection and disposal.

Removal of all trash related to event is the responsibility of the permittee. Carry out all garbage - Leave no trace.

6. List of items to be sold during the event::

Guide service which usually includes food and transportation.

7. Method of advertising and promoting the event. Attach sample copy of brochures, flyers, poster, etc. The State reserves the right to review and approve all promotional material to protect the interest of the Department.

Newspaper, radio, posters, publicity and promotional flyers. All event advertising, to include press releases/conferences, banners, posters or any other medium in which the public is notified directly or indirectly that the event's location whole or in part, that this notification include the identity of the park unit. Thus for example: when identifying the event's location, it should be described as "Emerald Bay State Park" and never as "Emerald Bay" alone. Lake Tahoe Sector State Parks may also be used. The official logo for California State Parks may be substituted in lieu of a park name in some circumstances.

8. Detailed description of the program to be presented and the displays and concession booths to be installed. (Prepare attachment if additional space is required.)

Hike the Rubicon Trail in the Sierra Nevadas with the Sierra club. Learn the history of the Donner Pass area and Lake Tahoe. Participants will stay in the historic Clial Tappaan Lodge with meals in the dining room. Hikers will start at Calawee Cove at D.L. Bliss and end at Vikingsholm at Emerald Bay. Some hikers to hike trail and take tour of Vikingsholm.

9. List of all the organizations involved whether sponsors, recipients or promotional firms. Commercial sponsors must specifically be listed.

Sierra Club

JB

FOR DEPARTMENT COMPLETION ONLY

SPECIAL CONDITIONS REQUIRED OF THE PERMITTEE BY THE DEPARTMENT OF PARKS AND RECREATION:

- A. Permittee and guests are responsible for paying \$6.00 parking fees in required units for each vehicle.
- B. Event will not interfere with normal park activities.
- C. No vehicle may park overnight.
- D. No items may be left overnight, and must be removed at the end of event.
- E. Vehicles must park in designated parking spaces.
- F. Permittee and guests responsible for paying tour fees for Vikingsholm.
- G. All park rules and regulations are enforced.
- H. All event activities must end at 10:00PM.
- I. Permittee and their representatives must have Permit in hand to present when requested by a State Park Peace Officer.

SEE ATTACHED STATE PARK TERMS AND CONDITIONS

Have accessibility issues been addressed? ☒ YES ☐ NO

EXCEPTIONS TO SERVICES PROVIDED BY THE STATE AS LISTED IN SPECIAL EVENT PERMIT AND CONDITIONS:

Some Public Restrooms are available.

State Parks is not responsible for items left on premises after event.

State Parks is not responsible for items lost or stolen.

THE ITEMS CHECKED BELOW MUST BE RECEIVED AT THE DISTRICT PRIOR TO THE EVENT UNLESS OTHERWISE STATED.

- ☒ \$ 25.00 Permit *each date*
 - ☐ \$ _____ Damage Deposit
 - ☒ Proof of liability insurance coverage (Certificate of Insurance) in an amount not less than the following:
 - ☐ Combined single limit (CSL) \$500,000 per occurrence (must be received at least 60 days in advance of event)
 - ☒ Combined single limit (CSL) \$1,000,000 per occurrence (must be received at least 60 days in advance of event)
 - ☐ Public liability \$300,000 each person; \$500,000 each occurrence. Property damage, liability and products damage liability \$200,000.
 - ☐ Copy of license to sell alcoholic beverages from the California Department of Alcohol and Beverage Control (must be received at least 10 days in advance of event)
- ☐ YES ☒ NO WALK THROUGH CONDUCTED WITH PERMITTEE.

COMMENTS:

To report emergencies on State Park property, please call 911 and State Park Dispatch at 916-358-1300.

Repair costs associated with damage caused by any event activity will be billed to the Permittee, to include damage to any facility.

Proposed changes to final permit must be submitted in writing to Sector Superintendent or designee. No modifications to this permit may be made without the written approval of the Sector Superintendent or her representative.

No State Park Peace Officers are scheduled to provide monitoring/security specifically for this event. However, if a State Park Peace Officer's presence is required to provide public safety or address a violation of State Park rules and regulations or any violations of state law directly related in any fashion to this event, time and/or expenses to the state may be charged to the Permittee.

SPECIAL EVENT PERMIT TERMS AND CONDITIONS

Special Event Permits, when approved, shall be issued subject to the following provisions:

1. All activities and arrangements for advance preparations within the above named unit, shall be at the direction of the District Superintendent or authorized representative.
 2. Rules and regulations of the Department of Parks and Recreation unless specifically exempted or otherwise noted shall be observed by the permittee, employees, agents, or contractors.
 3. The only special activities granted permittee herein are those which are listed in writing on the permit.
 4. No structures or sets may be constructed unless specifically provided for and described in writing, no digging or excavation is permitted, and no shrubbery or trees are to be cut, trimmed or injured. No additions, alterations, modification, or decorations may be affixed to any Department of Parks and Recreation facility without specific written approval of the District Superintendent.
 5. Fires will not be permitted except upon the specific written approval of the District Superintendent and under specific direction.
 6. Vehicles under the authority of the permittee will be parked in areas designated by the District Superintendent.
 7. Permittee will control all traffic and vehicles associated with the event as directed by the District Superintendent.
 8. Permittee will maintain the permitted area in a clean and sanitary condition and will restore the area to the condition in which it was received to the satisfaction of the State.
 9. Permittee will repair or be billed at the discretion of the State any and all damage to the park unit or any State property which was a result of permittee's activities. State will be the sole judge of the extent of damage and the extent of repairs required to remedy the damage. All repairs will be performed to the satisfaction of the State.
 10. The State may require at its discretion, the following special conditions:
 - a) Fire control measures and additional fire fighting equipment to be furnished by permittee as required by the District Superintendent.
 - b) First-aid service to be supplied by permittee, including ambulance service, doctors or nurses.
 - c) Additional police protection and/or traffic control personnel. Policing of the event will be provided by permittee and at own expense.
 - d) Parking arrangements required for permittee's operating personnel.
 - e) Additional sanitary facilities as required by the District Superintendent. Sanitary facilities over and above those furnished by State may be provided by permittee and at own expense.
- The permittee will be charged a fee based on the number of hours and job classification of State personnel required to meet any special condition.
- All special conditions and associated fees will be listed on the permit.
11. Unless otherwise specified on the Special Event Permit, the State agrees to provide the following services, if available or appropriate.
 - a) Maintain public restrooms.
 - b) Provide fresh water.
 - c) Provide electricity.
 - d) Provide garbage cans and remove refuse.
 - e) Clean all areas prior to occupancy by permittee.

12. The interest of permittee created by this agreement may be subject to property taxation. Permittee agrees to pay any possessory interest tax or any other tax levied on such interest and to indemnify the State from any damage or loss arising, by reason of such tax or Revenue Taxation Code Section 107.6.
13. Permittee may be charged a permit fee in addition to normal park fees, based on costs incurred by the State, size and scope of the event, and prevailing fees for commercial facilities in the locality.
14. Depending on circumstances and probability of occurrence, permittee may be charged a damage deposit as determined by the District Superintendent. Costs for damage repair and any fines or penalties for noncompliance with permit conditions will be deducted from this deposit. The District Superintendent shall determine if all or only a portion of the deposit is refundable.
15. The District Superintendent may terminate without prior notice any special event activity when it is necessary for the safety and enjoyment of the public for the protection of resources, or for violation of any rules or regulations of the Department of Parks and Recreation or conditions of this permit. In addition, any Special Event Permit may be cancelled without notice in the event of disaster or unforeseen emergency.
16. It is an express condition of this permit that the State, its officers, agents and employees shall be free from any and all liabilities and claims for damages and/or suit for or by reason of any death of or injury or injuries to any person or persons or damages to property of any kind whatsoever, whether the person or property of permittee, its agents or employees, or third persons, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this permit or occasioned by any occupancy or use of said premises or any activity carried on by permittee in connection therewith; and permittee hereby covenants and agrees to indemnify and to save harmless the State, its officers, agents and employees from all liabilities charges, expenses (including counsel fees) and costs on account of or by reason of any such deaths, injury, liabilities, claims, suits, or losses however occurring or damage growing out of same.
17. For events having greater potential hazard or liability to the State than is incurred through typical daily park activities, permittee will be required to provide the District Superintendent with a certificate of insurance with required endorsements as proof of liability insurance coverage. The policy will cover the period of the permit and will be in an amount no less than one of the following as determined by the District Superintendent:
 - Public Liability \$300,000 each person, \$500,000 each occurrence. Property Damage Liability and Products Damage Liability \$200,000; OR
 - Combined single limit (CSL) \$500,000 per occurrence; OR
 - Combined single limit (CSL) \$1,000,000 per occurrence.

Insurance policies shall be underwritten to the satisfaction of the State and shall contain the following special endorsement:

State of California, its officers, employees, and servants are included as additional insured but only insofar as operations under this contract or permit are concerned;

The insurer will not cancel or reduce the insured's coverage during the period that this permit is in effect or without 30 days prior written notice, whichever is shorter, to State.

This cancellation provision shall not be construed in derogation of the duty of the permittee to furnish insurance during the entire term of the permit.

18. Contacts relating to the insurance policy and payment of fee and in regard to the permit generally may be made through the District Superintendent.