

**CITY OF REDDING, CALIFORNIA
COUNCIL POLICY**

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SPECIAL EVENTS – CONDITIONS OF PERMIT	97-011	213	01-07-97	1

BACKGROUND AND PURPOSE:

In order to protect the health and safety of the citizens and property in the City of Redding, it is necessary to establish the following general conditions that shall apply to all special event permits issued by the City. These general conditions will ensure that there are some minimum standards that will apply to all special event permits; however, pursuant to Chapter 11.44 of the Redding Municipal Code, all involved departments will also have the opportunity to impose special conditions as the circumstances warrant.

POLICY:

1. Deadline for Application: Except for special event permits issued solely by the Department of Community Services, Recreation and Parks Division, the completed and signed special event permit application shall be submitted to the office of the City Clerk no later than thirty (30) days prior to the date of the special event. The deadline for permit applications submitted solely to Recreation and Parks shall be as provided by the policies and procedures of that division.

2. Revocation/Modification: Except as otherwise provided in the terms and conditions to a special event permit, the City may revoke a special event permit on five (5) days' advance notice. The City may modify and abrogate these general conditions and any special terms and conditions imposed on the special event permit at any time.

3. Penalties for Non-Payment of Fees or Costs: Failure to pay permit fees when due can result in rejection of future applications and denial of permits.

4. Assignment: No person or organization other than the permittee or the permittee's authorized agent is allowed to conduct the special event for which the permit is issued. The special event permit shall not be transferred or assigned; any such transfer or assignment shall void the permit.

5. Permits From Other Agencies: A special event permit issued by the City shall be invalid if the permittee has not obtained all other necessary permits or approvals required by law for the special event, including, without limitation, required permits from the State of California Department of Transportation, or any other public agency having jurisdiction over the special event or its location.

6. Responsibility for Restoration and Repair: The permittee is solely responsible for the cost of any necessary restoration and repair of damage to City-owned property resulting from the special event.

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7. Responsibility for Cleanup: The permittee is solely responsible for cleaning City and private property affected by the special event, and shall remove entirely and dispose of all refuse, litter and rubbish from City property and private property affected by the conduct of the special event. The affected property shall be clean and appear as it was before the special event.

8. Costs of Special Event: Unless otherwise stated in the permit, or a separate written agreement, all costs incurred for the special event shall be borne entirely by the permittee. The permittee hereby waives all claims for indemnification or contribution from the City for any costs associated with the special event.

9. Responsibility for Damage; Indemnification: The City of Redding and all its elected officials, officers, agents, employees and volunteers shall not be answerable or accountable in any manner for injury to or death of any person, including, but not limited to, the permittee, persons employed by the permittee, persons acting on behalf of the permittee, or persons attending or participating in the special event, or for damage to property from any cause. The permittee shall be responsible for any liability imposed by law and for injuries to or death of any person, including, without limitation, the permittee, persons employed by the permittee, persons acting on behalf of the permittee, or persons attending or participating in the special event, or for damage to property arising out of the special event, or other activity permitted and done by the permittee under any permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to the special event or from any cause whatsoever during the special event, or other activity or at any prior or subsequent time during which work or other activities are being performed under the obligations provided by and contemplated by the permit.

The permittee shall indemnify and defend the City of Redding and all its elected officials, officers, agents, employees and volunteers, from any and all claims, losses, suits, actions, damages, and liability for damages, including attorney's fees or other costs of defense incurred by the City of Redding whether for damage to or loss of property or injury to or death of person, including, without limitation, the permittee, persons acting on behalf of the permittee, persons employed by the permittee, persons attending or participating in the special event, or properties of the City of Redding and injury to or death of City of Redding elected officials, officers, agents, employees, agents and volunteers, arising out of, or resulting from the special event, or arising out of the failure on the permittee's part to perform his obligations under any permit, or from any cause whatsoever during the special event, or at any prior or subsequent time during which work or other activities are being performed under the obligations provided by and contemplated by the special event permit or other permit, except as otherwise provided by statute.

The permittee waives any and all rights to any type of expressed or implied indemnity against the City of Redding, its elected officials, officers, agents, employees and volunteers. It is the intent of the permittee and the City that the permittee will indemnify, hold harmless and defend the City of Redding, its elected officials, officers, agents, employees and volunteers, from any and all claims, suits or actions as set

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forth above, regardless of the existence of degree of fault or negligence, whether active or passive, primary or secondary, on the part of the City, the permittee, persons employed by the permittee, acting on behalf of the permittee, or persons attending or participating in the special event.

10. No Precedent Established: The issuance by the City of a special event permit shall not establish a precedent and shall not obligate the City in any way to issue subsequent permits for the same or similar events or to the same permittee.

11. Responsibility to Maintain Event Structures and Materials: The permittee agrees, by acceptance of the special event permit, to properly maintain any and all event structures and materials used or required during the time of the event or at any prior or subsequent time during which work or any other activities are being performed under the special event permit.

12. Cancellation of Rights: The permitted special event may be cancelled, postponed or terminated at any time if, in the opinion of the California Department of Transportation, the California Highway Patrol, or the Redding Police Department, conditions, including, without limitation, the weather, present unacceptable hazards.

13. Traffic Control: If traffic control is required, City of Redding staff, including the Redding Police Department, shall perform all work necessary for proper traffic control during the special event.

14. Restriction on Throwing Candy, etc., During Parade: Participants in a parade may distribute candy or other attractive objects to roadside spectators only by hand-to-hand. No other kind of distribution will be allowed, including, without limitation, throwing, tossing, dropping, etc.

15. Insurance Requirements: All special events are subject to a determination by the City of Redding Risk Manager that insurance may or may not be necessary. All required insurance shall be procured by the applicant for each special event and shall provide liability insurance which, among other requirements, shall name the City of Redding, its elected officials, officers, agents, employees and volunteers, as additional insureds.

16. Security: If the City requires the permittee to have uniformed security personnel present during the special event, unless otherwise set forth in a written agreement with the City the permittee shall provide, at the permittee's expense, employees of a company licensed under the State of California Private Investigator Act.

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17. Film Production Guidelines:

A. Applicants for a special event permit for film production shall provide the Convention and Visitors Bureau Film Commissioner with a copy of the shooting script and location schedule no later than seventy-two (72) hours prior to filming. The Film Commissioner shall determine if special parking restrictions, restrictions on the hours of film production, or special notification of residents/businesses requirements are necessary.

B. All vehicles, including, without limitation, equipment rental vehicles used by a film production crew shall be visibly identified with the name of the film company, including identification placed in the windshield of the vehicle while on location.

C. To the greatest extent possible, film production shall not interfere with the normal activities of the persons living or working in the area affected by the film production. Filming crews and equipment shall not interfere with street sweeping or refuse collection. No littering is permitted, and the area affected by the film production shall be cleaned completely and returned to its appearance prior to the film production before the film company leaves the area. Unless prior authorization is given, the public shall not be deprived of egress and ingress to private or public property.

18. Americans with Disabilities Act: The permittee understands and agrees that it will comply with the obligations of Titles II and III of the Americans with Disabilities Act of 1990 in the conduct of the special event, and further agrees to indemnify, save harmless and defend the City of Redding, its elected officials, officers, agents, employees and volunteers, from any claims or liability arising out of or by virtue of the Americans with Disabilities Act.

19. Federal Civil Rights Law: The permittee and its representatives, as part of the consideration for the special event permit, hereby covenant and agree that no person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the conduct of the special event.

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PROCEDURES:

These general conditions shall be printed on the application for a special event. The application for a special event permit shall also state that the permit may be subject to further terms and conditions as specified by various City departments, and that the general conditions and special conditions will be specified in the special event permit itself.

CROSS REFERENCE: Redding Municipal Code, Chapter 11.44.

Amended February 3, 2004, by Resolution No. 2004-14