Please type or print legibly with a blue pen.

SPECIAL EVENT PERMIT APPLICATION

City of Monterey
Planning, Engineering, and
Environmental Compliance Division
City Hall – Planning Office
Monterey, CA 93940
(831) 646-3885
Fax: (831) 646-3408
http://www.monterey.org/planningengineering

Project Address:_____

Project Name:_____ **Assessors Parcel Number** _____

Applicant's Name:_____
(name of person to receive all correspondence)

Business Name (if applicable): _____

Applicant's Mailing Address:_____

Phone: (____)_____**E-Mail Address:**_____

Property Owner's Name:_____

Property Owner's Business Name(if applicable):_____

Property Owner's Mailing Address:_____

Phone: (____)_____**E-Mail Address:**_____

Project Description: (Use additional sheets as necessary. _____

_____

_____

*****Note: Applicant must submit a letter of justification for Parking Adjustment, Variance, or Extension requests. *****

_____ _____
Date **Signature of Applicant**

_____ _____
Date **Signature of Property Owner or Developer**

~~~~~~~~~~~~~~~~~~~~~~~~~~ BELOW TO BE COMPLETED BY STAFF ONLY ~~~~~~~~~~~~~~~~~~~~~~~~~~~~

PERMITS REQUIRED

	ARC Commercial		HPC		Zoning		**Permit Number:**
	ARC Residential		Lot Line				
	ARC Signs		Other				**Fee Due:**
	Demo		Subdivision				
	EIR-PW		Use	**Staff Initials:**	**Date Received:**		
	General Plan		Variance				
	Home Occupation		Wharf				

SUBMITTED DOCUMENT

☐ **Application**	☐ **Site Plan**	☐ **Floor Plan**	☐ **Elevation**	☐ **Roof Plan**	☐ **Sections**	☐ **Plan Reductions 8.5x11**	☐ **Other**
☐ **Details**	☐ **Colors**	☐ **Exterior Lights**	☐ **Photo**	☐ **Letter**		☐ **Plan Reductions 11x17**	
☐ **ARC Neighborhood Compatibility Worksheet**			☐ **Survey Map**			☐ **Number of Full Sets**	

CEQA DETERMINATION: EXEMPT (Y/N): _____ **ART. / SEC.:** _____

☐ Initial Study ☐ Negative Declaration ☐ Mitigated Negative Declaration ☐ Environmental Impact Report

COMMENTS:_____

_____

REVIEWING BOARD: ☐ PC ☐ ARC ☐ HPC ☐ ZA ☐ Admin. Review ☐ Other _____

Wet Signatures Required: Page 1 Project Application and Page 2 Indemnification Agreement

Please type or print legibly with a blue pen.

INDEMNIFICATION AGREEMENT AND RELEASE OF LIABILITY

On_____(date) an application was submitted to the Planning, Engineering, and Environmental Compliance Division, on behalf of _____(the "Applicant"). The project, which is the subject of the application, is described as _____(the "Project") and is located at the following address _____ (the "Premises").

1. The Applicant agrees, as part of the application and in consideration for a permit, to defend, indemnify, and hold harmless the City and its officers, employees, agents, and volunteers (hereinafter collectively "City") from:
   A. any claim, action, or proceeding (collectively referred to as "Proceeding") brought against City to attack, set aside, void, or annul:
      1) any approval of the above described application by City; and/or
      2) any action taken to provide related environmental clearance under the California Environmental Quality Act (CEQA) by its advisory agencies, appeal boards, or City Council.
   B. any claim, suit, lien, or other legal proceeding brought by any third person against City resulting in any way from Applicant's permit, the above specified Project, and/or the Premises.

2. It is understood that Applicant is defending, indemnifying, and holding harmless City from its own acts of active or passive negligence that contributorily cause City's liability, but that City is not indemnified for its own acts of active or passive negligence or willful misconduct that solely cause any such liability.

3. In addition, the Applicant hereby agrees to refrain from bringing any claim, lawsuit, or other proceeding against the City stemming from any personal injury, death, or property damage resulting from acts or omissions of the Applicant and/or its employees, agents, volunteers, and/or participants.

4. Indemnification is intended to include, but not be limited to, damages, fees, and/or costs awarded against the City, if any, and cost of suit, attorney's fees, and other costs, liabilities, and expenses incurred in connection with such proceeding whether incurred by the Applicant, the City, and/or the parties initiating or bringing such proceeding. Furthermore, the Applicant agrees to indemnify the City for all of the City's costs, fees, and damages incurred in enforcing the indemnification provisions of this Agreement.

5. The Applicant agrees to defend, indemnify, and hold harmless the City for all costs incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending any document (such as an EIR, negative declaration, specific plan, or general plan amendment) if made necessary by said proceeding and if the applicant desires to pursue such approvals and/or clearances, after initiation of the proceeding, which are conditioned on the approval of these documents. In the event that the Applicant is required to defend the City in connection with such proceeding, the City shall retain the right to approve the counsel to so defend the City, any significant decisions concerning the manner in which the defense is conducted; and any and all settlements, which approval shall not be unreasonably withheld. The City shall also have the right not to participate in the defense, except that the City agrees to cooperate with the Applicant in the defense of the proceeding. If the City chooses to have counsel of its own defend any proceeding where the applicant has already retained counsel to defend the City in such matters, the fees and expenses of the counsel selected by the City shall be paid by the City. Notwithstanding the immediately preceding sentence, if the City Attorney's Office participates in the defense, all City Attorney fees and costs shall be paid by the Applicant.

6. This Indemnification Agreement shall remain in full force and effect throughout all stages of a Proceeding, including appeals of any lower court judgments rendered in the proceeding. If any provision of this Indemnification Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

7. If the application involves a special event, Applicant shall provide evidence of liability insurance with minimum amounts of $1,000,000 per occurrence, $2,000,000 aggregate, that indicates the insurance is primary and includes an additional insured endorsement naming the City of Monterey, its officers, agents, and employees as additionally insured.

Property Owner/Developer Signature_____Date_____