



BEACH HARBOR USE PERMIT BURTON W. CHACE PARK



HARBOR USE PERMITS ARE REQUIRED UNDER THE FOLLOWING CONDITIONS:

- A) Any individual, group or organization desiring to use any of the facilities for an organized activity (note: No exclusive use of the park will be given to any group; no more than 200 persons per event from May 1 through September 30, and 300 persons maximum thereafter)
- B) Events with commercial activity, e.g. catering, clown, rental and delivery, DJ, etc.
- C) Groups serving alcohol, see **ADDENDUM C**.
- D) Groups requesting to use canopies larger than 10x10 feet see **ADDENDUM B**.
- E) There may be other circumstances not mentioned here that may constitute necessitating a permit.

INFORMATION

PICNIC SHELTERS There are three (3) covered shelters: A, B, & C. Picnic shelter "A" is available for rental. Picnic shelters "B" & "C" are on a first come, first served basis with no table saving allowed.

PARK GROUNDS Various portions of the park: South Pergola, North Pergola and the Bridge may be rented for wedding ceremonies, company picnics and special events. With this type of reservation you qualify to rent up to (50) fifty chairs and (2) two tables from the park.

COMMUNITY ROOM

With the Community Room reservation the following is available at no additional fees.

Standard Kitchen, including, (1) Microwave (12) 8 x 2-½ foot tables, (2) three-foot diameter round tables, (175) chairs, (1) podium and a microphone (**WARNING: PLEASE DO NOT PLACE ANY HOT DISHES ON PLASTIC TABLES. CONTACT STAFF**)

- ALL DECORATIVE MATERIALS, INCLUDING PAPER PRODUCTS, MUST BE FLAMEPROOF. GROUPS MUST REMOVE ALL DECORATIONS, TACKS AND TAPE WITHIN TIME OF OCCUPANCY.
- NO ALCOHOLIC BEVERAGES ARE ALLOWED ON PREMISES (only w/proper permit, see **ADDENDUM C**).
- NO AMPLIFIED MUSIC ALLOWED (subject to approval w/proper permit).
- NO BBQ'S ON THE GRASS.
- VEHICULAR ACCESS INTO THE PARK FOR LOADING OR UNLOADING OF EQUIPMENT ALLOWED FOR GROUPS WITH A RESERVATION. PLEASE NOTIFY STAFF AT LEAST TWO (2) WEEKS BEFORE THE EVENT.
- OTHER RULES AND REGULATIONS NOT COVERED HERE MAY ALSO APPLY TO THE EVENT.

I, _____, CERTIFY THAT I HAVE READ AND UNDERSTAND ALL THE CONDITIONS SET FORTH ON THIS PERMIT.

SIGNATURE _____ DATE _____

INFORMATION

CAPACITY / HOURS

Community room: 175 persons auditorium style and 125 to 150 persons banquet style, i.e. table and chair set up. The room is available for rental Monday through Thursday from 8:45 am to 4:45 pm, Friday 8:45 am to 8:45 pm, Saturday from 6:45 am to 5:45 pm and Sunday from 6:45 am to 8:45 pm.

Picnic Shelter "A" sits approximately 48 persons, the South Pergola, North Pergola and Bridge accommodate approximately 50 persons (The four areas are available seven (7) days a week 6:45 am to 8:45 pm).

PARKING

Parking fees are not included in the permit. There are a limited number of metered parking spaces available in Burton W. Chace Park parking lot on a first come first served basis. Meters are enforced only on weekends and holidays. Parking lot signs apply to all park visitors, including those who have a reservation in Burton W. Chace Park. Additional parking is available in public parking lot #4, which is located at 13500 Mindanao Way, Marina del Rey, CA 90292. Parking fee is \$5.00 per vehicle per entrance and is paid via an automated pay machine. For more information regarding Public Parking Lot #4, please contact Parking Concepts, Inc. at (310) 821-1081.

REGULATIONS

SPONSORSHIP

NO AUTOMOBILE BOTTLED WATER OR CARBONATED BEVERAGE SPONSORS. Please list all sponsors and sponsorship fees on **ADDENDUM A**.

COMMERCIAL ACTIVITIES

There will be no commercial activities or sales on the premises in connection with this event without prior written permission of the County.

SIGNS/BANNERS/TENTS

Any signs intended to be placed in the area must be approved by the Department of Beaches and Harbors before being posted, and all signs must be removed at the expiration of the permit (**ADDENDUM B**).

FIREWORKS

Fireworks are prohibited.

RIGHT TO AUDIT

All accounting records shall be open for inspection at any reasonable time during the term of this permit and five (5) years thereafter. County may audit the records of the Permittee to verify the accuracy thereof.

WORKERS COMPENSATION

Permittee shall cover its employees with Worker's Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California and which specifically covers the persons and risks involved in this permit.

I, _____, CERTIFY THAT I HAVE READ AND UNDERSTAND ALL THE CONDITIONS SET FORTH ON THIS PERMIT.

SIGNATURE _____

DATE _____

REGULATIONS

INDEMNIFICATION

Permittee agrees to indemnify, defend and hold harmless the County of Los Angeles and any other agencies designated as permittor, their agents, officers, employees, and contractors from and against any and all liability, expense, including those arising from the conditions of the County-owned, occupied, or operated facilities or property; such claims may include, but shall not be limited to those alleging bodily injury, death, personal injury, or property damage arising from the operation, acts or omissions of permittee, its contractors, licensees, agents, servants, or employees hereunder.

Permittee further agrees to indemnify, defend, and hold harmless County and any other named permittors from any and all Worker's Compensation suits, liability, or expense arising from or connected with any services for or on behalf of permittee by any persons pursuant to this permit.

RELEASE

In addition to the indemnification described above, Permittee agrees to require each participant in any athletic event undertaken in connection with this permit, to execute a written "Release of Liability" form. Permittee further agrees to retain each release form for a period of not less than one year after the event.

AUTHORITY TO STOP/CANCEL

In the event that an authorized representative of the County finds that the activities being conducted by the permittee unnecessarily endanger the health or safety of any person or that said activities are or will cause damage to real or personal property, said representative, at his sole discretion, may suspend or cancel this permit. The County reserves the right to cancel this permit at any time without incurring any liability to the permittee whatsoever.

LAWS AND REGULATIONS

The permittee is required to ensure that participants and spectators of the event abide by the rules and regulations contained in the Los Angeles County Beach Code and all other applicable local, state, and federal laws. Permittee shall obtain any additional necessary permits to stage the event.

NON-DISCRIMINATION

The permittee certifies and agrees that during the term of this permit they will not exclude any qualified person from being an employee, a sub-contractor, a vendor, a participant, a spectator, or a guest, or otherwise subject anyone to discrimination because of the person's race, color, religion, national origin, sex, age or handicap.

WATER EVENTS

Permittee agrees that permission to commence with any in-the-water event is contingent upon approval of this permit by the Los Angeles County Fire Department/Lifeguard Division or Sheriff's Department/Harbor Master within Marina del Rey. Permittee may incur additional personnel costs due to their water activities.

PREMISE CONDITION

The County does not assume any expressed or implied obligations on behalf of the County with respect to a duty to provide extraordinary maintenance and repairs to the area by reason of the occupancy. Therefore, the permittee must accept the area in its present condition, assume any and all legal duties arising out of this occupancy, and waive any and all legal rights to have such duties performed by the County.

I, _____, CERTIFY THAT I HAVE READ AND UNDERSTAND ALL THE CONDITIONS SET FORTH ON THIS PERMIT.

SIGNATURE _____ DATE _____

REGULATIONS

OCCUPANCY

Permission is intended to create only a personal unassigned right of occupancy without conveyance of an estate or interest in the real property, and is granted to the permittee in permittee's capacity as an independent contractor occupying the real property for personal use of permittee in engaging in an activity in which the County has no interest or participation other than as the owner and/or property manager of the area to be occupied. Occupancy is restricted to the area designated in area to be occupied. Permittee assumes complete responsibility for securing, preparing and policing said area as needed to protect the safety of the public and/or participants in said events.

MAINTENANCE

Permittee is to maintain event area clean of trash. Permittee is required to move event-generated trash and place in the trash receptacles.

AUTHORITY

Permission is granted pursuant to the authority conferred by the Board of Supervisors under the Provisions of Section 2.116.20 of the Los Angeles County.

APPLICATION INSTRUCTIONS AND REQUIREMENTS

RESERVATIONS

Applications for reservation must be submitted at least two (2) weeks in advance, but no more than six (6) months prior to event date. Event will be CANCELLED without notice if the fees or all paperwork is not submitted two (2) weeks prior to the event. Additional applications may be obtained either from Burton W. Chace Park office or from our website at <http://beaches.lacounty.gov>

Please check for availability before submitting an application for reservation. You may check for availability and get a price quote by calling (310) 305-9595. Staff is available to assist you from 6:00 am to 10:00 pm, seven (7) days a week.

Permit applications must include entire time of occupancy, preparation, rehearsal and/or clean up time.

SECURITY DEPOSIT

A refundable security deposit is required at the time an application for reservation is submitted. The security deposit amount is in addition to use permit fees and is partly based on the length of the event, number of people and areas reserved. The security deposit will be refunded within 45 days after the event provided that the premises are left clean and vacant by the time agreed upon, there is no outstanding balance due and all other requirements have been met and rules followed as set in the permit.

FEES

All events require prepayment of fees and 15% of gross receipts, if applicable, at least two (2) weeks before the event. Fees are partly based on the length of the event, number of people and areas reserved. Gross receipts amount is the total amount paid for services provided for the event such as catering, rental and delivery, DJ, clown or any other type of paid service (ADDENDUM A). A copy of all receipts or invoices indicating amounts paid for such services AND the gross receipts part of the application must be provided for approval at least two (2) weeks before the event. Telephone credit or debit card (with a VISA or MC logo) payment is available for your convenience.

INSURANCE

All reservations require an insurance certificate with the following limits: one million general liability and two million aggregate. All certificates must be accompanied by Additional Insured Endorsement (commonly referred to as an AI) – naming the County of Los Angeles as an additional insured. The County of Los Angeles will not accept a rating lower than a B+ Insurance certificates not meeting these requirements will not be accepted. You may obtain insurance either by contacting Municipality Insurance Services, Inc. at (800) 420-0555 or an insurance company of your choice. Municipality Insurance Services (the County vendor for special event insurance) certificates will be accepted as written. Proof of insurance must be provided at least two (2) weeks before the event.

I, _____, CERTIFY THAT I HAVE READ AND UNDERSTAND ALL THE CONDITIONS SET FORTH ON PERMIT.

SIGNATURE _____

DATE _____

BH USE PERMIT	\$	RCPT #	COMM. RM. \$	RCPT #
GROSS RCPTS 15%	\$	RCPT #	MEET. RM. \$	RCPT #
ALCOHOL PERMIT	\$	RCPT #	CHAIRS/TABLES \$	RCPT #
PARK GROUND(S)	\$	RCPT #	OTHER \$	RCPT #
SHELTER A	\$	RCPT #		
N OR S PERGOLA	\$	RCPT #		
SECURITY DEPOSIT	\$	RCPT #		
TOTAL \$			INSURANCE #	
APPROVED BY			DATE	

**APPLICATION FOR RESERVATION
BURTON W. CHACE PARK
TEL. (310) 305-9595 FAX (310) 821-3609
INTERNET: <http://beaches.co.la.ca.us>**

Park Address
13650 Mindanao Way
Marina del Rey, CA 90292

Mailing Address
13837 Fiji Way
Marina del Rey, CA 90292

Boathouse Address
13640 Mindanao Way
Marina del Rey, CA 90292

NAME OF APPLICANT _____

NAME OF ORGANIZATION _____

ARE YOU A NON-PROFIT ORGANIZATION OR A PUBLIC AGENCY _____

ADDRESS _____

TELEPHONE (1) _____ TELEPHONE (2) _____

E-MAIL ADDRESS _____ FAX _____

DATE OF USE _____ HOURS OF USE _____

NUMBER OF PERSONS _____ TYPE OF EVENT (such as wedding, company picnic, training, etc.) _____

LOCATION (circle all that applies): OTHER _____

COMMUNITY ROOM MEETING ROOM PICNIC SHELTER A NORTH PERGOLA SOUTH PERGOLA BRIDGE

EVENT WILL HAVE (please check and circle all that applies):

- _____ DONATIONS, FUNDRAISING, SPONSORSHIP (subject to approval)
- _____ VIDEOTAPING
- _____ DJ
- _____ CATERING (either cooked on site by a caterer or delivered)
- _____ ALCOHOL
- _____ CLOWN, DANCERS OR ANY OTHER PAID ENTERTAINMENT
- _____ WEDDING PLANNER OR COORDINATOR ON SITE
- _____ RENTAL OR DELIVERY (either setting up equipment/tables, chairs or delivering them)
- _____ TENTS, CANOPIES, STAGES OR PLATFORMS (note: requires a site plan showing locations/**ADDENDUM D**)
- _____ ANY OTHER PAID OR UNPAID SERVICES (explain: _____)

I, _____, CERTIFY THAT I HAVE READ AND UNDERSTAND ALL THE CONDITIONS SET FORTH ON THIS PERMIT. I ALSO CERTIFY THAT ALL THE INFORMATION PROVIDED ON THIS APPLICATION REFLECTS THE ACTUAL SCOPE OF MY EVENT AND UNDERSTAND THAT USE AND PERMIT FEES ARE SOLELY BASED ON THE INFORMATION PROVIDED. THEREFORE, IF THERE ARE ANY CHANGES, I MUST UPDATE MY APPLICATION IN ORDER TO SECURE PERMIT(S) FOR THE EVENT.

SIGNATURE OF APPLICANT _____ DATE _____

ADDENDUM A

GROSS RECEIPTS ITEMIZATION

A fee of 15% will be charged prorated on the Gross Receipts of all monies realized by the permittee in conjunction with the permitted occupancy, including catering budget, rental equipment and delivery and any other related entity of budgeted and/or collected monetary value.

Prepayment of 15% of the estimated Gross Receipts must be made two (2) weeks prior to the event date, otherwise the event permit will not be issued.

Permittee shall provide all permit related copies of receipts or invoices to the County at least two (2) weeks before the date of the event.

Permittee shall also make all permit related records, including receipts, available to the County for inspection and photocopying within seven (7) calendar days of a written request.

Please list below all sponsors, caterers, rental companies and other related companies or individuals.

<u>COMPANY NAME</u>	<u>ADDRESS</u>	<u>TELEPHONE</u>	<u>AMOUNT</u>
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SUBTOTAL \$ _____

NUMBER OF PARTICIPANTS _____ x ENTRY FEE \$ _____ = \$ _____

ESTIMATED GROSS RECEIPTS TOTAL \$ _____

PAYABLE TO LOS ANGELES COUNTY
DEPARTMENT OF BEACHES AND HARBORS

\$ _____
(15% of Gross Receipts)

I, _____, CERTIFY THAT THE GROSS RECEIPT AMOUNT INDICATED ON ADDENDUM A-GROSS RECEIPTS ITEMIZATION FORM REFLECTS THE ACTUAL EVENT GROSS RECEIPTS AND IF THERE ARE ANY CHANGES THIS FORM MUST BE UPDATED AND NEW COPY OF RECEIPTS OR INVOICES PROVIDED TO REFLECT THOSE CHANGES.

SIGNATURE _____ DATE _____

ADDENDUM B

TEMPORARY SIGNAGE / BANNER / TENT PERMIT REQUEST
LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
BURTON CHACE PARK*

Applicant Name: _____ Phone: _____
FAX: _____

Applicant Address: _____

Lessee Name: Burton Chace Park Phone: (310) 305-9595

Address of Site: Burton Chace Park, 13650 Mindanao Way, Marina del Rey, CA 90292
Provide Addendum D, showing the location of the requested item within the park.

Start Date: _____ Removal Date: _____

Request For: Sign Banner Tent** Other: _____

Requested Item(s) Description (Size, quantity, color, materials, text, mounting, etc.):
For tent requests, please also submit site plan with tent drawing and dimensions. For sign requests, **all** plans must identify the size, type of sign, materials, lettering fonts, lettering sizes, lettering colors, artwork, method of attachment, and any other embellishments. Attach additional sheet(s) if necessary.

Applicant's Signature: _____ Date: _____

*After completion, submit form to park staff for verification of requested information.

**Tent permit also requires approval from the Los Angeles County Fire Department and the Los Angeles County Department of Public Works, Building and Safety Division, after this request is approved by the Department.

Los Angeles County Fire Department
864 N. San Vicente Blvd
North Hollywood, CA 90069
(310) 358-2380

Los Angeles County Department of Public Works
24230 S. Narbonne Ave
Lomita, CA 90717
(310) 534-3760

ADDENDUM C

SALE AND/OR CONSUMPTION OF ALCOHOLIC BEVERAGES

APPLICATION FORM AND PERMIT

Event must be catered by a bona fide company and have \$1 million dollar host liquor liability insurance in addition to the required \$1 million general liability insurance. County of Los Angeles must be named as additional insured. One security guard for every fifty persons of drinking age is required. Proof of an ABC (Alcoholic Beverage Control) off-site liquor license must be provided.

PERMIT AND EVENT IDENTIFICATION

EVENT DATE _____ LOCATION _____

NAME AND TITLE OF PERMITTEE _____

PERMITTEE ADDRESS _____

PHONE _____ LICENSE TYPE _____ LICENSE # _____

CONDITIONS OF PERMIT

- A) The sale and/or consumption of the alcoholic beverages must be limited to the "LOCATION" stated above and must be limited to the participants in the event who may legally consume such beverages.
- B) Participants will not engage in water activity such as swimming, boating, or the operation of motorized vehicles or equipment or other similar activities.
- C) NO BYOB.
- D) Alcohol must be served in 12 oz. or less size containers that are white or have color (no clear containers).
- E) Permittee agrees to comply with all license and operating requirements of ABC, federal, state and local laws. Documentation of such compliance will be provided to the Department by permittee with the written acceptance of the permit.

SECURITY CONTACT NAME _____ PHONE _____

PERMITTEE AGREES TO PAY THE COUNTY OF LOS ANGELES 15% OF GROSS RECEIPTS FROM THE SALE OF ALCOHOLIC BEVERAGES. THIS FEE IS IN ADDITION TO THAT SPECIFIED IN ADDENDUM A OF THE USE PERMIT.

ACCEPTANCE

I do hereby agree to the conditions of this ADDENDUM C to the Beach Harbor Use Permit.

Permittee / Organization Representative (Signature) Date

Director or Authorized Representative Date