

# SPECIAL EVENT PERMIT

**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 Contra Costa County Clerk-Recorder		
ADDRESS 555 Escobar Street	CITY/STATE/ZIP CODE Martinez, CA 94553	
CONTACT PERSON Joseph Barton <a href="mailto:joseph.barton@cr.cccounty.us">joseph.barton@cr.cccounty.us</a>	BUSINESS PHONE ( 925 ) 335-7928	CELL PHONE (       )
PARK UNIT 203-Mt. Diablo SP - Park Contact: Cameron Morrison 925-673-2895	LOCATION 96 Mitchell Canyon Rd., Clayton, CA 94517-1500	
SPECIFIC USE Destination Weddings Program	DATE(S) September 23, 2022	HOURS 10:00am to 3:30pm

1. PURPOSE OF THE EVENT:  
The Contra Costa County Clerk-Recorder is offering (up to 16) wedding ceremonies performed on the observation deck at Mount Diablo Summit  
**NOTE: Event will be cancelled if park is closed due to extreme fire danger**

2. PARK AREA/FACILITIES TO BE USED:  
Summit Observation Deck - North End (Park staff will caution tape off area for event)

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):  
Event limited to 16 appointments. There is a limit of 30 guests per ceremony along with the bride, groom and 6 staff members (which all 6 are deputy commissioners and will be performing the ceremonies)

4. PLEASE ANSWER THE FOLLOWING QUESTIONS:

- |                          |                                     |  |
|--------------------------|-------------------------------------|--|
| YES                      | NO                                  |  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does the event involve the sale or use of alcoholic beverages?                             |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Will additional fees be charged for participants (beyond regular facility fees)?           |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Will items or services be sold at the event?   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 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

▶ **X**

DATE

**X**

FOR DEPARTMENT COMPLETION ONLY			Department of General Services Use Only	
TOTAL PERMIT FEES WAIVED	COMMENTS PARTNERSHIP WITH OTHER AGENCY.		<b>NOTE:</b>  <b>PARK ENTRANCE FEES WAIVED FOR COUNTY EMPLOYEES &amp; THEIR VEHICLES. EVENT PARTICIPANTS TO PAY PARK ENTRANCE FEES</b>	
REVIEWED AND RECOMMENDED BY ▶	C. Silverberg	DATE		
TITLE Diablo Range Special Events Coordinator		BUSINESS PHONE ( 831 ) 636-5560		
ADDRESS 7800 Cienega Road	CITY/STATE/ZIP CODE Hollister, CA 95023			
APPROVED BY ▶	C. Morrison	DATE		
TITLE Supervising Ranger		BUSINESS PHONE ( 925 ) 673-2895		
ADDRESS 96 Mitchell Canyon Road	CITY/STATE/ZIP CODE Clayton, CA 94517-1500			
DIRECTOR APPROVAL (for alcoholic beverage sale of more than 4 days only) ▶ N/A		DATE		

## SPECIAL EVENT ACCESSIBILITY CHECKLIST

1. If the expected attendance is a thousand or more, have ASL interpreters been hired to be present during programs or activities?
2. If providing additional toilet facilities, such as portable toilets, have additional (20% plus one) accessible toilet facilities been provided?
3. Are wheelchair seating spaces, with companion seating, provided in assembly areas?

**Seating Capacity**

1 - 50  
51 - 300  
301 - 500  
over 500

**Wheelchair Seating Space**

2  
4  
6  
Add 1 per 100

4. Are individual wheelchair seating spaces at least 30" wide and 60" in length?
5. If the seating capacity is more than 300, are the wheelchair seating areas in more than one location?
6. If providing additional parking spaces, has the number of accessible parking spaces been increased?

**Total Number Of  
Parking Spaces**

1 - 25  
26 - 50  
51 - 75  
76 - 100  
101 - 150  
151 - 200  
201 - 300  
301 - 400  
401 - 500  
501 - 1000

**Minimum Number Of Accessible  
Parking Spaces Required**

1 Van Accessible Space  
2 Including One Van Accessible Space  
3 Including One Van Accessible Space  
4 Including One Van Accessible Space  
5 Including One Van Accessible Space  
6 Including One Van Accessible Space  
7 Including One Van Accessible Space  
8 Including One Van Accessible Space  
9 Including One Van Accessible Space  
2%, Including Three Van Accessible Spaces

7. For outdoor events, has an adequate number of shaded seating areas been provided?
8. Are "visiting" exhibits physically accessible?
9. Are stages and their path(s) of travel accessible?
10. Does advertising include a phone number for persons requesting special accommodation?

## **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:

**STATE OF CALIFORNIA INSURANCE REQUIREMENTS:**

- Combined single limit (CSL) \$1,000,000 per occurrence.
- General Aggregate \$2,000,000

**Insurance policies shall be underwritten to the satisfaction of the State and shall contain the following special language on an additional insured endorsement (preferably form CG2012):**

***State of California, its officers, agents, and employees***

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.
19. All Special Event Permits must be submitted a minimum of forty-five (45) days prior to the day of the event. All copies of the Special Event Permit must be submitted with original signatures.
20. **There is a non-refundable permit fee of \$25. There is a \$100 fee for Special Event cancellations by permittee between 24 to 48 hours of event start date. Special Events cancelled by permittee within 24 hours of event date will not be refunded.**

# SPECIAL EVENT PERMIT SUPPLEMENT

*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)

The civil marriage ceremony fee is \$60. Couples can obtain a public marriage license for \$86 or a confidential license for \$90. Licenses must be obtained prior to the ceremony at the main office in Martinez.

2. Plan and method for collecting special fees.

Pre-register online at <http://www.contracostacore.us/>

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

N/A

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

~~**State will receive the Permit Fee along with 10% of Gross Receipts (including all concessions) within 20 days of the event date.**~~

~~*If not paid within 20 days from the end of the event the permittee will be assessed a \$200.00 Late Fee.*~~

~~*After 21 days an additional 5% will be assessed on the total remaining balance owed to the State.*~~

~~*After 45 days any planned or scheduled future events are subject to be denied or cancelled.*~~

~~**Please provide a copy of the Special Event Accountability Worksheet with your payment to the State within 20 days of the event.**~~

~~**X** N/A Initial - I have read and understand the statement above.~~

5. Method of garbage collection and disposal.

Pack out all trash and/or use State provided trash receptacles.

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

N/A

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.

Website: <http://www.contracostacore.us/>, county-wide press releases, social media and event flyers

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.)

Event staff will arrive at 9am to set up. They will enter the park through the North Gate entrance. Event staff to set up 16 folding chairs and one podium on the observation deck. One 10' x 10' canopy, one 6' x 2' table and 4 chairs in the summit parking lot. 3 "A" frame signs will be set up along the road at Junction Ranger Station, Juniper Campsite and Long Term Parking Lot at summit. The event is limited to 16 wedding ceremonies - with a limit of 30 guests per ceremony - and will run from 10am to 3pm. Ceremonies are held on the summit observation deck and performed every 20 minutes.

**The observation deck will be caution taped off by park staff for event.**

**NOTE: Permittee is responsible for COVID-19 Center for Disease Control and Prevention, California Department of Public Health, and County Health Authority guidelines compliance on the date of the special event. Future change to health guidelines may impact your event. \_\_\_\_\_ Initial**

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

N/A

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**FOR DEPARTMENT COMPLETION ONLY**

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

Have accessibility issues been addressed?  YES  NO

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

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

- \$ WAIVED Permit Fee
- \$ WAIVED Activity/Facility Fee
- 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)

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YES  NO WALK THROUGH CONDUCTED WITH PERMITTEE.

COMMENTS:

**FEES WAIVED. PARTNERSHIP WITH OTHER AGENCY**