



# Special Event Permit

Application for Big Bear Lake

## Section 1. Event Described

Upon District approval, permittee may conduct only the event described in EXHIBIT A attached hereto and hereby incorporated by this reference. Permittee shall comply with laws, rules, and regulations applicable to the event.

## Section 2. Fees and Deposits

To begin the event approval process the Permittee shall sign and return the event permit application and pay the District a non-refundable administrative fee (\$100 or \$300) as described in EXHIBIT B. After the event is approved and within 30 days before the event, the Permittee shall pay a refundable \$500.00 deposit to the District to cover the cost of clean-up and other added expenses incurred by the District if Permittee fails to comply with this Permit.

## Section 3. Indemnification

- A. Permittee shall indemnify and hold harmless and defend District, its officers, agents, employees, and volunteers from and against: cost, liability and damages, including attorney's fees and litigation costs, arising out of any act or omission to, including any negligent act, or omission to act, by Permittee, its officers, agents, employees or volunteers arising out of activities permitted herein.
- B. Permittee shall reimburse District and its directors, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

## Section 4. Insurance

Permittee shall cause the District, its officers, agents and employees to be named as additional or co-insurance under policies of commercial general liability insurance as broad as the following:

- A. General Liability – one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO GG 2501 or insurer's equivalent endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.
- B. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, employees, agents, and volunteers.
- C. The permittee's insurance shall be primary insurance as respects the District, its officers, employees, agents and volunteers. Any insurance, pooled coverage, or self-insurance maintained by the District, its officers, employees, agents, and volunteers shall not contribute to it.
- D. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage.
- E. The permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.
- F. Such liability insurance shall indemnify the permittee against loss from liability imposed by law upon, or assumed under contract by, the permittee for damage on account of such bodily injury (including death), property damage, personal injury, and completed operation and products liability.



- G. Such insurance shall be provided on a policy form written by underwrites through an agency satisfactory to the District which includes a cross-liability clause, and covers bodily injury and property damage liability, blanket contractual liability and completed operations liability.
- H. Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions.
- I. The insurer shall have a current A.M. Best's rating of no less than A-: VII or equivalent.

If applicable, the permittee shall cover or insure under the applicable laws relating to:

- A. Workers' Compensation insurance, all of their employees working on or about the event, regardless of whether such coverage or insurance is mandatory or merely elective under the law, and the permittee shall defend, protect and safe harmless the District, its officers, employees, agents and volunteers from and against all claims, suits, and actions arising from any failure of the permittee to maintain such insurance. Before beginning work, permittee shall furnish to the District satisfactory proof that he has taken out for the period covered by the event, full compensation insurance for all persons employed directly by him in the event contemplated under this contract, has been obtained in accordance with the Workers' Compensation and Insurance Act.
- B. The permittee shall provide employer's liability insurance in the amount of, at least, \$1,000,000 per accident for bodily injury and disease. Prior to execution of the contract, the permittee shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of insurance required herein. Such evidence shall include original copies of insurance (Accord Form 25-S or equivalent). If such proof is not received 30 days prior to the event, the event may be canceled by the District's General Manager. All evidence of insurance shall be certified by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insurers, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, the expiration date. The insurer will give by certified mail, written notice to the District at least thirty (30) days prior to the effective date of any cancellation, lapse or material change in the policy.

### **Section 5. Safety Regulations**

The Permittee shall conduct the event with due care for the safety and welfare of participants and spectators, and in compliance with all laws, rules and regulations of federal, state, county, or local agencies asserting jurisdiction. The Permittee shall attend two meetings with District representatives prior to the event described as follows as upon request by the General Manager:

- A. Permit compliances meeting: Permittee shall demonstrate that all permit conditions have been met.
- B. Skipper's and/or Safety meeting: Event organizers and participants shall meet with District representatives to have any questions answered and to receive and update of current conditions on the Lake which may affect event activities.

Date Event Approved: _____	Accepted by: _____	Title: _____
Admin Fee: _____	Date Received: _____	Check #: _____
Deposit Fee: _____	Date Received: _____	Check #: _____

For District Use Only





**FEE SCHEDULE**  
**EXHIBIT B**

All fees are due and payable by cash, check, Visa, or MasterCard, prior to the issuance of the event permit.

**Administrative Fee DUE AT TIME OF APPLICATION**

Non Commercial Event	\$100.00	Per Event (Must provide IRS form 990)
Commercial Event	\$300.00	Per Event

**Deposit Fee DUE NO LATER THAN 30 DAYS PRIOR TO EVENT DATE**

Deposit	\$500.00	Per Event (refundable less any applicable fees and District expenses)
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**Angler Fee DUE UPON RECEIPT OF INVOICE AT CLOSE OF EVENT**

Fishing Events	\$15.00	Per Angler or \$500.00 (whichever is greater)
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**Additional Fees billed as needed**

*Lake Patrol of Work Boat Services	\$130.00	Per Hour (one hour minimum if boat is needed)
*Each Additional Staff Person	\$55.00	Per Hour
*Other Services	Actual Cost	

\*These fees will be deducted from the deposit where it is determined that additional Lake Patrol, weed harvesting, or similar services will be necessary in the interest of health and safety.

**GROUP SPECIAL EVENTS**

A discounted boat permit fee for approved special events will be available at prevailing fees for the term of the event to those entrants not already having a boat permit. Any entrant participating for less than the full term of the event shall pay the normal daily permit fees. A minimum number of twenty-five special event boat permits shall be issued for the approved event to qualify for this special group rate. A group special event permit shall not be issued for major holidays or holiday weekends. Permittee shall be responsible for the sale of the special event boat permits. Proper remittance from the sale of these permits must be delivered to the District within three (3) days of the conclusion of the special event. Permittee shall be responsible for all permits including any missing permits. All other special event permit processing fees shall apply. Participants may upgrade the special event discounted boat permit to an annual boat permit by paying the difference between the special event permit fee and the annual permit fee. Upgrades to annual permits shall be handled at the District Administration office only.

**Conditions**

The Permittee shall comply with the conditions set forth on EVENT attachment A, EXHIBIT A, EXHIBIT B both attached hereto and EXHIBIT C (if applicable) and hereby incorporated by this reference.

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Applicant's Signature                  Printed Name                  Representative of                  Date