

**City of Dixon**

**Pardi Plaza**

**Application and Use Policy**

**APPLICANT:** \_\_\_\_\_

**APPLICANT CONTACT PHONE NUMBER:** \_\_\_\_\_

**ORGANIZATION/EVENT:** \_\_\_\_\_

**EVENT DATE:** \_\_\_\_\_

**START AND END TIME:** \_\_\_\_\_

**ESTIMATED ATTENDANCE:** \_\_\_\_\_

**A. Policy Statement**

1. The purpose of this Application and Use Agreement ("Agreement") is to ensure that the use of the City of Dixon's ("City") facilities are administered in an orderly manner to protect the health and safety of the community. Interpretation of any portion of this Agreement shall be made by the Dixon City Manager or a designated representative.
2. The reserved use of Pardi Plaza ("the Plaza") facilities requires a completed version of this Agreement. An application will be reviewed and approved in accordance with the policies outlined below, as established by the City.

**B. General Application Information**

1. This Agreement, which authorizes the reservation and use of Plaza, may be revoked for a violation of any of these or any other City of Dixon policies or violations of state or federal law.
2. Agreements shall not be transferred, assigned, or sub-let.
3. Application for Plaza use must be made by an adult 18 years of age or older who will be present throughout the event and responsible for the activity.
4. The named applicant is responsible for ensuring that all terms of this Agreement are complied with by event organizers and attendees.
5. Other licenses or permits may be required for events at Pardi Plaza. The applicant is responsible for complying with California Fire Code and other permits, if applicable.

6. A completed sketch showing the location of tables, chairs, equipment, food and beverage service areas and other materials associated with the event shall be submitted with this application, using the City's blank template of the Plaza site.

### **C. Reservations**

1. Reservations of the Plaza must be made at least forty-five (45) calendar days in advance of an event. Upon a showing of good cause, the City Manager may waive this requirement. Applicant must also submit a special event permit at least forty-five (45) calendar days in advance. Any application submitted after the deadline is subject to denial based on lack of adequate time for approval. Any application that does not provide the minimum items required in each section is incomplete and the review may not be completed within the needed time for approval.
2. It shall be the responsibility of the organization or individual making the reservation to see that use of the Plaza is consistent with this Agreement, that the Plaza is vacated as scheduled and that all trash and other debris is deposited in trash containers or otherwise removed.
3. Reservations shall not imply or constitute proprietary rights or benefits to any applicant.
4. Permission to use the Plaza is granted subject to the observance of this Agreement by the applicant and anyone using the Plaza in connection with the applicant. Permission to use the Plaza may be revoked for violation of the Agreement either during the use of the Plaza or prior to the use of the Plaza.
5. The applicant must have a physical copy of this Agreement with them at the Plaza during the event.
6. Changes to this Agreement (time change requests only, no date changes) must be requested in writing to [dixonrecreation@cityofdixonca.gov](mailto:dixonrecreation@cityofdixonca.gov) at least 10 calendar days prior to the event date.

### **D. City's Costs to Be Paid by Applicant**

1. Please see the city fee schedule for current fees.
2. Prior to the issuance of a permit, the Applicant shall deposit with the City an amount necessary to reimburse the City for all actual costs associated with the administration and coordination of City services for the event.
3. Costs for the administration and coordination of City services include, but are not limited to fire safety, traffic and pedestrian control, the closure of the parking lot, the diverting of traffic, maintenance impacts on City property, and the salaries of City personnel involved in the provision of services.
4. No fee or portion of the fee charged to an applicant shall be based upon the need for additional or increased police protection due to the nature of the event.

5. Within thirty (30) days following the completion of the event, the City Manager shall calculate the final costs incurred by the City by said event and notify the Applicant of such final cost.

6. Within ten days following notice to the Applicant, the Applicant shall pay to the City the amount, if any, by which the final cost exceeds the estimated costs theretofore deposited with the City Manager. The amount by which the final costs exceed the estimated costs constitutes a debt due and owing to the City by the Applicant.

7. In the event the estimated costs exceed the final costs, the excess will be refunded to the Applicant within ten (10) days following the notice of final costs to Applicant.

#### **E. Refunds**

2. All applicable refunds and deposits will be returned to the Applicant. Refunds for deposits tendered by cash or check will be issued three to four weeks following the event in the form of a check issued by the City. In the case where the deposit was charged to a credit card, the City will process a refund via check.

#### **F. Use of The Plaza**

1. The Plaza is intended for public use only. No private or ticketed events are permitted.

2. Plaza facilities and equipment shall be left in the same condition as they were in prior to the activity.

3. Users of the Plaza shall observe, obey and comply with all applicable City, County, State and Federal laws, rules and regulations. The City reserves the right to deny an application for events which are deemed to violate the law or the City's policies. The Plaza shall not be used for any events or causes organized for the purpose of incitement of imminent lawless action, true threats, or conspiracy to commit crime.

3. No fireworks or pyrotechnics of any kind may be used at the Plaza.

4. No glitter, rice, confetti, birdseed, water balloons or other similar materials may be used at the Plaza. Decorations may not be affixed to the walls, stage, brick, wood, or painted surfaces. Signs may only be hung using zip ties. Fog machines or open flames, including candles or torches, are not permitted at the Plaza. Outdoor barbecues are not-permitted.. The Plaza is a non-smoking park and smoking is prohibited in and within 20 feet of any entrance to a City facility.

5. Decorations must be identified in the application and applicant will sign a hold harmless for damage to decorations.

#### **G. Event Supervision**

1. Applicant must be present during the entire event and must be available to consult with a City employee to confirm compliance with this Agreement prior to and after the event.

#### **H. Insurance, Liability, Loss & Damage**

1. The City shall not be liable for any injury to persons or loss or damage of group or individual property which occurs during the use of the Plaza.

2. The Applicant must provide the City with a signed statement that the Applicant will hold harmless and indemnify the City, its elected officials, officers, employees and agents from any damages which may arise as a result of the alleged willful or negligent acts or omissions of Applicant, its officers, agents, or employees in connection with the event

3. Proof of insurance must be provided no less than 10 working days prior to the scheduled event. The cost of the required liability insurance(s) shall be borne by the applicant.

4. Applicants who rent the Plaza are financially responsible for any damages to property or loss of property, including City property. A fee equal to the total replacement cost for damaged items belonging to the City will be charged to the applicant, in addition to a charge for staff time incurred, and will be deducted from the security deposit. If such charges exceed the security deposit, the applicant will be billed. In addition, the City shall have the right to cancel any additional existing reservations by the applicant and to reject any further applications from the applicant until all charges have been paid.

#### **I. Set Up Procedures**

1. Applicant will be permitted access to Pardi Plaza two hours prior to the scheduled event in order to set up decorations, seating, portable toilets (if necessary).

2. Applicant must make arrangements with the City if the Applicant desires to access the Pardi Plaza more than two hours prior to the start of the event.

#### **J. Portable Toilets**

1. The applicant acknowledges that the event may require the organizers to furnish portable toilets for use of attendees. The applicant is responsible for providing the required number of toilets as determined by the City, the cost of portable toilets, and ensuring set up and removal of the portable toilets occurs within time frames established by the City. Portable toilets are required for events more than four hours in length or with an attendance of 100 or more people.

2. At least one ADA portable toilet and handwashing station must be provided.

3. Portable toilets and handwash stations can only be delivered 24 hours in advance of an event and must be removed within 24 hours of the event. Event organizer must be on site for delivery and pickup and provide a lock for portable toilets.

## **K. Trash Receptacles**

1. The applicant acknowledges that the event may require the organizers to furnish additional trash receptacles for use of attendees. The applicant is responsible for providing the required number of receptacles as determined by the City, the cost of receptacles, and ensuring set up and removal occurs within time frames established by the City.

## **L. Vehicle Parking**

1. Vehicle parking is allowed in marked or authorized parking areas only. You may request up to four reserved parking spaces during your event time. Closure of the parking lot requires City Council approval and must be a co-sponsored event. Co-sponsored event applications are due by December 1 each year.

## **M. Food, Non-Alcoholic Beverages and Entertainment**

1. Food vendors must be approved in advance. Applicant must indicate where intended locations are in sketch accompanying this Application.
2. Applicant and all vendors must comply with County of Solano health guidelines for food and beverage service, and must have a valid City business license, in addition to any licenses and approvals.
3. Food vendors must use drip trays. Stains from food and beverages that require professional cleaning, which will result in additional expense to the City, will be deducted from the applicant's deposit. Costs which exceed the deposit will be charged directly to the applicant.
4. Caterers, entertainers and deejays being hired to work during Plaza events are required to obtain a business license from the City. Noise ordinances must be observed by all attendees and performers.
5. Food trucks must be parked on the street and not in the parking lot.

## **N. Clean Up Procedures**

1. All decorations and food service equipment must be removed and taken away within two hours of the conclusion of the event.
2. All trash must be placed in the trash cans at the end of the event.
3. Event organizer must meet with a city staff member at the end of the event to complete a close out form.

## **O. Appeals**

1. A denial of this application by the City Manager is subject to the appeal procedure provided by section 16.02.140 of the Dixon Municipal Code.

**P. Fees**

1. Fees are established in the annual fee schedule.
2. Fees are due at least thirty (30) calendar days in advance of an event.

**Q. Nondiscrimination**

1. The City Manager shall uniformly consider each application upon its merits and shall not discriminate in granting or denying applications, and shall not deny any permit based upon political, religious, or viewpoint grounds or reasons.

I have read this Agreement in its entirety and understand that non-compliance may result in the cancellation of my reservation and other liability as described herein.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date