



BLOCK PARTY PERMIT INSTRUCTIONS MANHATTAN BEACH POLICE DEPARTMENT

Manhattan Beach Police Department 420 15th Street Manhattan Beach, CA 90266- 4607

Telephone (310) 802-5140

FAX (310) 802-5101

TTY (310) 546-3501

Checklist for Block Party Permit Prerequisites:

- Read Conditions for Obtaining a Block Party Permit (see below).
- Complete the Block Party Permit Application packet which includes:
 - Block Party Permit Application (Form A)
 - Petition of signatures (Form B)
 - Indemnification/Hold Harmless and Insurance Agreement (Form C)
 - Insurance certificate (special event quotes are not acceptable):**

Applicant shall provide the City of Manhattan Beach with a \$1 million liability insurance policy, an additional insured endorsement form naming the City as additional insured, subject to approval and acceptance by the City's risk manager, and a signed indemnification and hold harmless agreement form. If applicant is unable to procure insurance, he/she may purchase insurance; call the City risk manager at

802-5257 for more information.

- Copy of your driver's license/ID (must be at least 21 years of age)
- Check made payable to The City of Manhattan Beach in the amount of **\$50.00** (fee is non-refundable).
- Amplified Sound Permit (if applicable) shall be completed and submitted along with the Block Party Permit Application. The fee for the Amplified Sound Permit is **\$2200**.

Submit entire application packet to the Police Department's front desk at least 21 days in advance.

If you have any questions, please contact the Police Department Administrative Clerk by phone at (310) 802-5160, Monday – Friday, 7:00AM – 5:00PM or by email at pdpermits@citymb.info

Conditions for Obtaining a Block Party Permit:

- Block party permits shall be issued only for street closures to vehicular traffic (pedestrians shall not be prohibited) and then only when there are no intersecting streets to the area of the proposed closure. The closure shall be to the benefit of only those residents residing in the neighborhood.
- Absolutely no advertising of the block party event outside of the immediate affected neighborhood.
- The closure of any street shall not exceed **six (6) hours nor begin before 8:00AM or extend beyond 10:00PM**.
- Appropriate traffic barricades supplied by the Public Works Department (at a minimal cost) shall be placed at each end of the block. Proper supervision so as to allow safe ingress and egress of emergency vehicles into the block party area shall be the responsibility of the applicant. A 12-foot fire lane shall be accessible at all times.
- Participants must observe all applicable state and municipal codes and ordinances including those pertaining to the use and dispensing of alcohol.

Revocation:

Should a special event/party result in complaints, an officer will respond to the scene to determine the reasonableness of the special event. The number of complaints will be a major factor in determining the reasonableness of the event. If it is determined to be unreasonable and in violation of our ordinance and/or state law, the permit will be revoked.

Manhattan Beach Municipal Code Section 4.20.160 requires a permit for street closures.



BLOCK PARTY PERMIT APPLICATION
MANHATTAN BEACH POLICE DEPARTMENT

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Telephone (310) 802-5140

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Date of Event: _____ Event start time: _____ Event end time: _____ Not to exceed 6 hours
Or extend past 10:00PM

Applicant Name: _____ Driver's License #: _____

Home Address: _____ Cell #: _____

City/Zip: _____ Home #: _____

Location of Event (block and cross streets): _____

Detailed description of event: _____

Will amplified sound be used?	<input type="checkbox"/> Yes (Sound Permit required)	<input type="checkbox"/> No	Estimated # of guests: _____
Will alcohol be served?	<input type="checkbox"/> Yes (on private property only)	<input type="checkbox"/> No	
Guests under 21 years old?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Interested in a Police visit?
Vendors/Exhibitors/Concessionaires?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Food/non-alcoholic beverages served?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	For Fire Dept. Visit, Call (310) 802-5230
Food/non-alcoholic beverages sold?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Caterer?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Entertainment activities?	<input type="checkbox"/> Yes (provide a list)	<input type="checkbox"/> No	

No alcohol is permitted to be consumed on public sidewalks or streets. No solid or inflatable structures will be placed in the street or across the sidewalk. The applicant will contact Public Works directly to pick up any needed barricades. A copy of this permit must be presented at the time of obtaining barricades and the barricade rental form (given by PD once permit is approved).

I, the applicant of this permit, shall be responsible for monitoring of the event and agree to conduct the activity subject to conditions listed below (by approving personnel) and further understand that violation of any condition, State Laws or City Ordinances will result in immediate termination of this permit. I will be responsible for any property damages or personal injury resulting from this event.

NOTE: This permit may be revoked by the Chief of Police, or his/her designee, if the event contributes to a situation that endangers lives or property or if the event results in numerous complaints.

Applicant Signature: _____ Date: _____

For Office Use Only

Permit fee: \$50 Dt paid: _____ Ck # _____ Rcpt. # _____ Emp. ID# _____ Rcvd. By: _____

Conditions: street closure will be allowed from: _____ to _____
 Approved Denied Signature: _____ Date: _____

Name/Title: _____

Conditions: _____

**CITY OF MANHATTAN BEACH
BLOCK PARTY PERMIT APPLICATION
INDEMNIFICATION/HOLD HARMLESS AND INSURANCE AGREEMENT**

This agreement is entered into by _____ (“Applicant”) and the City of Manhattan Beach, collectively the Parties, in order to set forth the allocation of all possible risk exposures related to the activities for which this Block Party Permit (“Permit”) is being requested.

Section 1. Indemnification/Hold Harmless. Applicant shall defend, indemnify, and hold harmless the City of Manhattan Beach, its officials, and every officer, employee and agent of City (collectively “City”) from any claim, liability or financial loss (including, without limitation, attorneys’ fees and costs), injuries to property or persons (including without limitation, attorneys’ fees and costs) arising out of any acts or omissions of Applicant, its officials, officers, employees or agents in connection with the Permit activities, except for such claim, liability or financial loss or damage arising from the sole negligence or willful misconduct of the City. Applicant shall defend City, with counsel of City’s choice, at Applicant’s own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against City. Applicant shall reimburse City for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Applicant’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Applicant or City. All duties of Applicant set forth in this Indemnification/Hold Harmless and Insurance Agreement shall survive the expiration or termination of the Permit or this Agreement.

Section 2. Insurance.

(a) Applicant shall at all times during the term of the Permit carry, maintain, and keep in full force and effect, insurance as follows:

1. A policy or policies of Comprehensive General Liability Insurance, with a combined single limit of \$1,000,000.

(b) Other Insurance Provisions. The general liability is to contain, or be endorsed to contain, the following provisions:

1. City, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City officials, are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Applicant related to Permit activities; products and completed operations of Applicant; or premises owned, occupied or used by Applicant for Permit activities. The coverage shall contain no limitations on the scope of protection afforded to City, its officers, officials, employees, designated volunteers or agents serving as independent contractors in the role of City officials which are not also limitations applicable to the named insured.

2. For any claims related to this Agreement, Applicant’s insurance coverage shall be primary insurance as respects City, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City officials. Any insurance or self-insurance maintained by City, its officers, officials, employees, designated volunteers or agents serving as independent contractors in the role of City officials shall be excess of Applicant’s insurance and shall not contribute with it.

3. Applicant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

4. Each insurance policy required by this Agreement shall expressly waive the insurer’s right of subrogation against City and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials.

5. Each insurance policy required by this Agreement shall be endorsed to state: should the policy be canceled before the expiration date, the issuing insurer shall mail 30 days' prior written notice to City.

6. If insurance coverage is canceled or reduced in coverage or in limits, Applicant shall within two business days of notice from insurer, phone, fax and/or notify City via certified mail, return receipt requested, of the changes to or cancellation of the policy.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A-;VII in the latest edition of Best's Insurance Guide, unless waived in writing by City's Risk Manager.

(d) Applicant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either immediately terminate the activities of Applicant authorized by the Permit or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Applicant's expense, the premium thereon.

(e) Applicant's insurer must provide to City complete and accurate certificates and endorsements confirming all required insurance coverages specified in this Indemnification/Hold Harmless and Insurance Agreement are in place prior to beginning any activities associated with the Permit. All certificates and endorsements are subject to approval by City's Risk Manager.

(f) Any deductibles or self-insured retentions must be declared to and approved by City, and shall not exceed \$25,000.

Section 3. Entire Agreement. This Indemnification/Hold Harmless and Insurance Agreement represents the entire integrated agreement between City and Applicant pertaining to the allocation of risk in relation to the activities for which the Permit is being sought, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Applicant.

Section 4. Governing Law and Venue. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California. Any litigation concerning this Agreement shall take place in the superior or federal district court with geographic jurisdiction over the City of Manhattan Beach.

Section 5. Effective Date. This Agreement shall be effective as of the effective date of the Permit.

CITY OF MANHATTAN BEACH

BLOCK PARTY PERMIT APPLICANT

GREGORY S. BORBOA DATE
Risk Manager

Applicant Signature DATE

Address

City State Zip

Telephone Number