



(Date stamp)

TOWN OF MORAGA PLANNING DEPARTMENT

TEMPORARY USE & EVENT APPLICATION

Project Information

Address: _____

Zoning District: _____ APN: _____

Project Description

Applicant Information	Property Owner Information
-----------------------	----------------------------

Name: _____

Name: _____

Address: _____

Address: _____

City/State/Zip: _____

City/State/Zip: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

Permit Type

- Administrative Temporary Use Permit (Construction Yard, Real Estate Sales Office, Model Homes, Temporary Work Trailers, and Temporary Classrooms)
- Administrative Temporary Use Permit (Promotional Events, Seasonal Holiday Sale, Location Filming, Outdoor Sale and Displays, and Miscellaneous Uses/Events)
- Conditional Temporary Use Permit (including a Business/Operation Plan)

TOWN STAFF	File Number: _____	Project Name: _____
	Fee/Deposit: Cash/Check/Credit _____	Deposit Account Number: _____

Indemnification/Reimbursement Agreement

Project Address and Description of Project ("Project")

As part of the application for the Project, the applicant and/or property owner (collectively "Applicant") agree to defend, indemnify, and hold harmless the Town of Moraga, its agents, officers, council members, employees, boards and commissions from any and all claims, actions or proceedings (collectively "Claims") brought against any of the foregoing individuals or entities, seeking to attack, set aside, void or annul any approval of the application or related decision, or the processing or adoption of any environmental documents or negative declarations which relate to the approval. This indemnification shall include, but is not limited to, all damages, costs, expenses, attorney fees or expert witness fees that may be awarded to the prevailing party arising out of or in connection with the approval of the application or related decision, whether or not there is concurrent, passive or active negligence on the part of the Town of Moraga, its agents, officers, council members, employees, boards, commissions. If for any reason any portion of this indemnification agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

The Town of Moraga may, but is not obligated to, defend such Claims as the Town of Moraga, in its sole discretion, determines appropriate, all at Applicant's sole cost and expense. This indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the Town of Moraga, if any, and costs of suit, attorney's fees and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by the Applicant, Town of Moraga, and/or parties initiating or bringing such proceeding. If the Applicant is required to defend the Town of Moraga as set forth above, the Town of Moraga shall retain the right to select the counsel who shall defend the Town of Moraga. Per Government Code Section 66474.9, the Town of Moraga shall promptly notify Applicant of any proceeding and shall cooperate fully in the defense.

The Financially Responsible Party acknowledges and agrees that additional deposits may be required while the application is processed, in such amounts and at such times as the Town deems necessary to cover the Town's incurred and projected processing costs including but not limited to studies including environmental studies. Deposit accounts are required to maintain a minimum balance of 20% of the original deposit amount at all times. If your account drops below that threshold, you will be asked to remit the balance due plus the 20% maintenance balance. Failure to maintain your account in this standing will result in a hold placed on the account and work will stop on all project processing until the necessary payment has been remitted. The payment and acceptance of requested deposits does not constitute an approval of permits, entitlements, or authorizations to begin work.

The Financially Responsible Party agrees to be jointly and severally liable with the Property Owner for payment of all fees referenced above. The sale or other disposition of the property does not relieve the Financially Responsible Party of their obligation to maintain a positive balance in the deposit account unless the Town grants prior approval. The Financially Responsible Party agrees to notify the Town in writing prior to any change in ownership or status of any option agreements. The Financially Responsible Party is required to submit a written request for withdrawal of the application or written assumption of the obligations under this agreement signed by the new owner or his/her authorized agent. Withdrawal or denial of an application does not relieve the Financially Responsible Party of its obligation to pay for costs incurred in connection with this application. The Financially Responsible Party shall be liable for and will pay all costs incurred for the project, up through the date of the written request for application withdrawal or date of approval or denial, whether or not such work is complete and whether or not the costs have previously been billed.

Any funds remaining in the account after all associated processing activities have been completed shall be returned to the Financially Responsible Party.

I have read and agree with all of the above.

Applicant (please print name)

Applicant signature

Date

Property owner name (if different from the applicant)

Property owner signature (if different from the applicant)

Date

Temporary Use & Event Information

Building Permit Application Number: _____

Planning Project Number: _____

Expiration of Building Permit: _____

Expiration of Planning Project: _____

Number of Parking Spots: _____

Hours of Use/Event Operation: _____

Days of the Week: _____

Distance to Nearest Residence (feet): _____

Number of Attendees (at one time): _____

Size of Temporary Use/Event Operating Area (square footage): _____

Submittal Requirements

- Completed Application ****An application without a project description and Indemnification Reimbursement Agreement will be deemed incomplete.****
- Fee (cash, check, credit card). Please have check payable to the Town of Moraga.

Applications will not be deemed complete without the following:

- Written Detailed Description of Temporary Use**
- Site Plan (Not Part of the Business and Operations Plan)**
 - North arrow.
 - Drawing scale.
 - Dimensioned property lines.
 - Adjacent streets and location of curb and sidewalk improvements.
 - Identify portions of buildings or structures to be removed from the property.
 - Location of additions made due to the Temporary Event.
 - Location of all noise generating equipment and Specification Sheet.
 - Location of walks and access driveways for circulation of pedestrians and vehicles.
 - Dimensions and number of existing and proposed off-street parking spaces.
 - A table containing the following information:
 - Total lot area of the project site (in square feet)
 - Total existing area of structures currently on site (Pre-Temporary Event)
 - Total area of the Temporary Event including proposed addition(s) made for the Temporary Event
 - Existing and proposed public and private easements.
 - Location of fences and any new exterior lighting fixtures.
 - Location and width of any creeks, water courses, drainage easements and facilities.
 - Show the area which the Temporary Event is going to take place within the subject property.
- Filming Event (For Temporary Filming Permit)**
 - North Arrow
 - Filming Location
 - Filming Duration Days and Times
 - Additional Filming Locations
 - Additional Town of Moraga Permits
 - Days of Filming
 - Public Right of Ways Including Streets

Conditional Use Permit Application Required Documentation:

Business/Operations Plan:

1. Introduction
 - Written explanation of the temporary event.
 - Number of people expected.
 - Dates, times, and location.
2. Off-site traffic flow
 - Explanation of vehicle travel to and from the event.
 - Visual representation showing the explanation of traffic flow.
3. Parking Plan
 - Location of on-site parking.
 - Location of off-site parking.
 - Visual representation mapping the location of parking location providing parking for the temporary event.
4. Arrival and Departure Plan for guests
 - How will your guests get from the parking locations to the temporary event site.
 - Guest arriving to the event not from a vehicle.
 - Visual representation of guest circulation from parking lots and off-site to the event location.
5. Food and Beverage Plan
 - Name of vendors.
 - Number of vendors.
 - Visual representations of the location of any vendors.
6. Waste Management Plan (garbage)
 - Location of waste receptacles.
 - Number of waste receptacles.
 - Visual representation of location and amount of discard receptacles.
7. Sanitary Facilities
 - Location of Sanitary Facilities.
 - Number of Sanitary Facilities.
 - Visual representation of location and amount of Sanitary Facilities.
8. Water (portable and irrigation)
 - Location and use of water receptacles.
 - Visual representation of the location and use of water receptacles.
9. Fire and Emergency Response Plan
 - Any Fire and Emergency Response Contracts entered into.
 - Designation of event Fire and Emergency Response delegate.
10. Security Plan, First-Aid/Medical Facilities
 - Number of security personal.
 - Location of security posts.
 - Visual representation of showing security posts.
11. Communications
 - Location of nearest landline.
 - Emergence Contact Designee's contact information.
 - Visual representation showing the communication outlets.
12. Master Site Plan
 - A Site Plan that shows all aspects of the temporary use/event.