

# **INSTRUCTIONS FOR APPLYING FOR A PERMIT TO USE STATE PROPERTY**

- 1. Completely fill out “Permit Application For Activity On State Property”.**
- 2. Read and sign Rules for Activity On State Property.**
- 3. Return the Permit Application and signed rules sheet to the California Highway Patrol. Copies will be provided to the permittee.**
- 4. California Highway Patrol**  
**464 N. Humboldt Ave.**  
**Willows, CA 95988**  
**(530) 934-5424**

**CHP RULES FOR ACTIVITY ON STATE PROPERTY**

**Permit Number:** \_\_\_\_\_

Amendment Number: N/A

Permit number \_\_\_\_\_ dated \_\_\_\_\_ is hereby mutually agreed to by \_\_\_\_\_ hereinafter referred to as Permittee, and the California Highway Patrol, hereinafter referred to as Department.

- 1. **PREMISES.** Subject to the terms and conditions contained in this permit, Permittee is hereby granted permission to hold the event described below at the **GLENN COUNTY FAIRGROUNDS.**

Permittee’s signature and entry onto premises constitute acceptance by Permittee of all terms and conditions of this permit.

- 2. **PURPOSE.** The sole purpose of this permit is to allow Permittee temporary use of the premises for the purposes of \_\_\_\_\_

- 3. **TERM.** This permit shall commence on \_\_\_\_\_ **AT** \_\_\_\_\_ **HOURS.** Permit shall terminate upon completion of all conditions herein but shall not continue after \_\_\_\_\_ **at** \_\_\_\_\_ **hours.**

- 4. **OPERATIONAL RESPONSIBILITIES.** The Permittee shall:

A. Comply with and abide by all applicable rules, regulations, and directions of the Department.

B. Comply with all applicable county ordinances and all State and Federal laws and in the course thereof, obtain and keep in effect all permits and licenses required to conduct the permitted activities on the premises.

C. Provide custodial services to the premises and maintain the area occupied in a clean and sanitary condition to the satisfaction of the Department.

D. Conduct the permitted activities in a courteous and non-profane manner; operate without interfering with the use of the facilities by the State of California, its employees and the public, except as herein permitted; and cause the removal of any agent, servant or employee of the Permittee who fails to conduct the permitted activities in the manner heretofore described.

E. Assume the risk of loss, damage or destruction to any and all fixtures and personal property belonging to Permittee that are installed or placed within the area occupied.

F. Repair or replace any and all State property lost, damaged or destroyed as a

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result of or connected with the conduct of activities of Permittee. Should Permittee fail to promptly make repairs, the Department shall contact the Department of General Services to have repairs made and the Permittee shall be responsible for the cost.

G. Pay charges for law enforcement services as deemed necessary by the Department via a reimbursable services agreement. A deposit shall be paid in advance for the estimated cost of the law enforcement services.

H. Allow employees of the Department or its designees to enter the premises at any time to determine compliance with the terms of this permit, or for any other purpose incidental to the performance of the responsibilities of the State of California.

I. Identify an authorized representative who will be available on the premises during the entire event. This person shall carry copies of this permit, for display upon request and have authority to alter or terminate the event at the direction of the Department.

L. Provide one security personnel for each 50 participants. Security personnel shall wear an identifying emblem or I.D. and be aware of how to contact CHP officers if necessary.

5. ASSIGNMENT. The permit is not assignable. In the event Permittee attempts to assign or transfer the same in whole or part, all rights granted by this permit shall immediately terminate.
6. AUTHORITY TO STOP. In the event the Department finds that the Permittee is not in compliance with the terms and conditions of the permit, and/or activities being held on the premises unnecessarily endanger the health and safety of any persons on or near said property, the Department may require that this permit immediately be terminated.
7. DEFAULT. Permittee agrees that he/she shall be in default of this agreement for failure to abide by the terms and conditions of this permit and the Department may revoke and terminate this permit immediately.
8. CANCELLATION. Prior to commencement of the permitted event, the Department reserves the right to cancel this permit upon giving one day written notice to the Permittee without incurring any liability on the part of the Department and the State of California whatsoever.
9. STRUCTURES. Permittee is authorized the following on the premises:  
**GLENN COUNTY FAIRGROUNDS,** \_\_\_\_\_  
\_\_\_\_\_

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No other structures, tables, chairs, etc. may be installed on the premises unless they are specifically approved or included on a subsequent amendment. All structures, tables, chairs, etc. placed on the premises in accordance with this permit must comply with the same local building, fire, health and safety ordinances that apply to private property.

10. AMENDMENTS. No alteration or variation of the terms and conditions of this permit shall be valid unless made in writing and mutually agreed to by the Permittee and the Department. ***The Department reserves the right to amend or to further limit the terms of this permit at any time prior to its expiration time and date by giving written notice to Permittee or any of Permittee's designees as set forth in the amendments of this permit.***
11. VERBAL AGREEMENTS. No oral understanding or agreement not incorporated herein shall be binding on the Department.
12. NUMBER OF PARTICIPANTS. The number of persons participating in the event shall at no time exceed \_\_\_\_\_ persons. Permittee shall designate security personnel to maintain a count of participants that have entered the event. If the number of participants exceeds this amount, the Permittee may be charged the cost to provide additional security and law enforcement services. At no time shall the number of persons in any structure exceed the Fire Marshall's maximum occupancy limits.
13. AGENDA. Prior to commencement of this event, Permittee shall furnish the Department with an agenda of scheduled activities. Permittee shall not deviate from that agenda without first giving 48 hours notice to and obtaining an amended permit from the Department.
14. NOISE. At no time will the noise generated by this event exceed the limits set forth by local ordinance. In no case will the noise be allowed to reach a level that interferes with the peace and quiet of neighboring areas.
15. TRASH REMOVAL. Permittee agrees to remove and properly dispose of all trash, garbage, etc. that has accumulated within the designated permit area, leaving the designated area in clean condition.
16. SOLICITING. Permittee is not a non-profit organization, therefore, Permittee agrees to refrain from soliciting contributions from the public.
17. STATUS. Permittee agrees that in issuing this permit the Department is not conferring governmental or quasi-governmental status on Permittee with respect to use and control of the premises or the adjoining community.
18. DETERMINATION OF DAMAGE TO BE COMPENSATED FOR. Damage to State property shall be assessed and determined by the Department and

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Department of General Services, Office of Buildings and Grounds. The Permittee shall be responsible for the following:

- A. Replacement of damaged lawns.
  - B. Repair and cleaning of pavement.
  - C. Replacement of damaged plants in kind.
  - D. Replacement of damaged signs, irrigation systems or any other structures that are damaged.
  - E. All costs to clean up the grounds that are not adequately cleaned by the Permittee.
19. CALIFORNIA HIGHWAY PATROL (CHP) PERSONNEL. Permittee shall make arrangements in advance with the Department for additional CHP personnel deemed necessary by the Department. Permittee may be required to execute a reimbursable service agreement to pay for the CHP services.
20. ALCOHOLIC BEVERAGES. All events with more than 250 participants who are granted permission to serve alcoholic beverages may require law enforcement services on site, as deemed necessary by the CHP, for the duration of the event. If alcoholic beverages are to be sold, an alcoholic beverage license must be obtained from the Department of Alcohol Beverage Control with approval from the CHP.
21. RESTRICTIONS. (A, B and C are only applicable if the serving of alcoholic beverages has been granted in paragraph 20.)
- A. Alcoholic beverages are not permitted to be served or consumed outside the designated areas.
  - B. Alcoholic beverages will not be served to minors.
  - C. Alcoholic beverages will not be served to anyone who is intoxicated.
  - D. Banners, bunting, crepe paper, decorative tape and/or ribbon shall not be hung or tacked to trees, shrubbery, fencing or lamp posts on State property.
  - E. Lit candles may not be carried on State property.
  - F. Chalk shall not be applied to drives, walks or lawns.
  - G. Fire is not permitted on State property.

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H. Ice used to cool food and beverages shall not be dumped on walks, drives, planting areas or lawns. This policy includes ice cream and beverages.

I. Stanchions, stakes, tie down pegs and all such devices shall not be placed in lawns, planting areas, walks or drives on State property. Tents shall be secured with sandbags.

J. Vehicles are not permitted on State property in other than designated parking areas. Delivery vehicles, vendors, and event staff, as designated, may be permitted to park at other locations on the grounds when necessary. At no time shall designated fire lanes, etc. be blocked. However, all such vehicles are required to have drip pans under the engines and transmissions and must leave the property as soon as the delivery is complete.

K. Firearms and other dangerous weapons are strictly prohibited on all State property except as provided by law under Penal Code Section 171b.

L. Adhesive-backed handout materials are prohibited from being distributed.

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I have read and agree to the terms and conditions of permit number \_\_\_\_\_. I hereby affirm that I am authorized to sign this document.

Permittee

California Highway Patrol

Name	Name
Title	Title
Address	Address 464 North Humboldt Ave. Willows, CA. 95988
Signature	Signature
Date	Date

# PERMIT APPLICATION FOR ACTIVITY ON STATE PROPERTY

CHP 398 (Rev. 1-06) OPI 029

**ALL INFORMATION MUST BE PROVIDED**  
**(Attach additional sheets if necessary)**

ORGANIZATION/APPLICANT NAME

ADDRESS (STREET, CITY, STATE, ZIP CODE; DO NOT USE P.O. BOX)

CONTACT PERSON

TELEPHONE NUMBER

FACSIMILE NUMBER

DATE(S) OF ACTIVITY/EVENT (MONTH, DAY, YEAR)

NUMBER OF PARTICIPANTS

IDENTIFICATION OF SECURITY (NAME, ADDRESS AND TELEPHONE NUMBER OF SECURITY PERSONNEL OR COMPANY AND DESCRIPTION OF EMBLEM OR I.D. TO BE WORN)

SPECIFIC LOCATION OF ACTIVITY

BUILDING MANAGER CONTACTED?

DEPARTMENT:

ADDRESS:

DESCRIPTION OF ACTIVITY

YES  NO

SET-UP TIME (a.m./p.m.)

STARTING TIME (a.m./p.m.)

ENDING TIME (a.m./p.m.)

LIST ITEMS USED FOR YOUR ACTIVITY (INCLUDE SIGNS, POSTERS, TABLES, SOUND SYSTEMS, EQUIPMENT OR OTHER ARTICLES)

**CONTACT ALCOHOLIC BEVERAGE CONTROL (ABC) IF ALCOHOLIC BEVERAGES ARE TO BE SERVED.**

WILL ALCOHOLIC BEVERAGES BE SERVED?  YES  NO

ABC LICENSE REQUIRED?  YES  NO

IF YES, ABC CONTACTED?  YES  NO

IF YES, ATTACH A COPY OF THE ABC ONE-DAY ALCOHOLIC LICENSE

IF NO, ABC EMPLOYEE SIGNATURE: \_\_\_\_\_

NAME(S), ADDRESS(ES) AND PHONE NUMBER(S) OF PERSON(S) RESPONSIBLE FOR CLEAN-UP AFTER ACTIVITY

**Applicant accepts financial liability for any damages to state property by members of his/her party and further agrees to leave the event area clean. Applicant signature below reflects agreement with the rules governing use of state property, all terms and conditions of this permit and/or any amendments to said permit.**

APPLICANT SIGNATURE

PRINT NAME

DATE

**THIS APPLICATION BECOMES A PERMIT FOR ACTIVITY ON STATE PROPERTY WITH AN AUTHORIZED SIGNATURE FROM THE CALIFORNIA HIGHWAY PATROL**

**CHP USE ONLY**

ADDITIONAL TERMS AND CONDITIONS

COMMANDER OR DESIGNEE SIGNATURE

DATE

DATE AND TIME RECEIVED

CONFIRMATION/PERMIT NUMBER