



## **COMMERCIAL USE PERMIT APPLICATION**

### **Fitness, Recreation & Tours**

**1)** Fitness and recreation providers are required to register and possess an approved special event permit in order to engage in commercial use of State Parks. Registration for a special event permit requires completion of application forms, providing proof of insurance and paying the appropriate fees. The fee for a permit varies, and is considered on a case by case basis depending on the size and scope details of the proposed activity.

**2)** All persons found operating fee based commercial activities per CCR 4301(j) requiring a special use permit will be in violation and cited for **California Code of Regulations Title 14-4319**

<b>NAME OF ORGANIZATION:</b>			<b>DATE:</b> /   /	
<b>MAILING ADDRESS:</b>			<b>CITY:</b>	
<b>STATE:</b>	<b>ZIP:</b>	<b>EMAIL ADDRESS:</b>		
<b>TELEPHONE NUMBER (Include Area Code):</b>				
<b>CONTACT PERSON/TITLE:</b>				
<b>PROOF OF INSURANCE- Attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>				
<b>TYPE OF ACTIVITY (IES) CONDUCTED:</b>				
<b>AVERAGE GROUP SIZE:</b>			<b>LENGTH of TIME per OCCURRENCE:</b>	
<b>PARK LOCATION WHERE ACTIVITY WILL BE CONDUCTED:</b>				

**Commercial Activity Planned** (Give details on **fees charged**, activities involved, **specific location** involved, type of **equipment** used, and **length of time** spent on state park land to complete this activity, number of participants and staff/volunteers.)

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**How many times per week/year will this activity be conducted in a state park?** \_\_\_\_\_



## **Special Event Permit Application- Pg. 2**

**By signature below, the Permittee hereby agrees to comply with the following terms and conditions:**

**1. Business Transactions.** The Permitted shall not transact business on property managed or owned by the California Dept. of Parks and Recreation (State Parks). Transacting business shall include, but not be limited to: receiving or changing money or compensation by barter, cash, credit card or other financial instrument; entering into any contracts or rental agreements; or soliciting any signatures, waivers, or hold harmless agreements from business customers.

**2. Advertising.** The Permittee shall display no signs, banners, or other advertisements for the purpose of soliciting business on property owned or managed by State Parks. Logos and signs painted on or attached to vehicles bodies are permissible, provided that they are permanently affixed to said vehicle and when in place do not prevent legal operation of said vehicle in compliance with applicable laws, rules, regulations and codes. The Permittee shall not distribute any brochures, flyers, or other promotional literature on property owned or managed by State Parks.

**3. Representation.** The Permittee shall make no representation to the public that said Permittee is authorized to transact business on State Parks property by virtue of this Permit. This Permit authorizes use on property owned or managed by State Parks for commercial fitness / recreational purposes only, and does not convey any rights or privileges to engage in business transactions on said property.

**4. Exclusivity.** The Permittee shall have no exclusive rights or privileges to use State Parks owned or managed property, including any parking spaces, staging areas, trail areas, picnic shelters, campsites, group Ramada's, or water areas. Furthermore, the Permittee shall have no exclusive rights or privileges to conduct given commercial fitness/ recreational activities on State Parks owned or managed areas by virtue of this Permit.

**5. Termination.** This Permit shall terminate at the end of the permit period for which it is issued, or at any time on written notice from State Parks to the Permittee in the event the Permittee violates any of the provisions hereof. In the event of termination for violation of the Permit, the Permittee shall forfeit any Permit fees, and may be denied issuance of future

Permits are at the discretion of State Parks. Granting and/ or termination of this Permit by State Parks is a proprietary decision of State Parks in its management of public lands and real property interests.

**6. Proof of Liability Insurance.** Certificate required, naming State of California as additional insured for \$1,000,000. **Attn: Commercial Use Permits**

**7. Other Permits.** The Permittee may be required to obtain additional permits, depending on the commercial recreational activity. (i.e., Surf Camps, SUP Operation, Triathlons)

**8. Permit and Contact.** The permit shall be displayed while conducting commercial fitness/ recreational activity on State Parks property. Permittee is to make contact with entrance station Park Aide upon park entry and prior to commercial/ recreational activity.

**9. Day use fees for parking** will be collected as normal at all entrance stations or by Automatic Pay Machine upon entry.

APPLICANT SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

### **Send Application To:**

California State Parks- Crystal Cove State Park  
Special Event Permits  
8471 N. Coast Highway  
Laguna Beach, CA 92651

**SIGN HERE**

**Commercial Use Permit**  
**Fee Structure**  
**Fitness, Recreation & Tours Activities**  
**Off-site sales-ONLY**

With Equipment- Bikes, SUP, Kayaks, Surf,etc.

**Insurance - \$2m/\$3M**

Up to 10 people	1-2 times per week	\$500 per quarter
10-20 people	1-2 times per week	\$1,000 per quarter

All day use/ parking fees apply upon entering park.

Up to 10 people	Daily	\$1,875 per quarter
10-20 people	Daily	\$2,500 per quarter

**Insurance and fees are due and payable to State Parks prior to approved permit release.**

\*\*Limited number of permits per type and park location.

\*\*Permit may take up to 30 days to process. No permit will be issued on-site or in person.

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**INSURANCE CERTIFICATE REQUIREMENTS**

Special event activities require a Certificate of Insurance following these guidelines:

For events having greater potential hazard or liability to the State than is incurred through typical daily park activities, permittee will be required to provide the State Park with a certificate of insurance with required endorsements as proof of liability insurance coverage.

**The policy will cover the period of the permit** and will be in an amount no less than the following as determined by the District Superintendent:

**\$2,000,000 per occurrence.**

Insurance policies shall be underwritten to the satisfaction of the State and **shall contain the following special endorsement:**

*State of California, its officers, employees, and servants are included as additional insured but only insofar as operations under this contract or permit are concerned;*

*The insurer will not cancel or reduce the insured's coverage during the period that this permit is in effect or without 30 days prior written notice, whichever is shorter, to State.*

This cancellation provision shall not be construed in derogation of the duty of the permittee to furnish insurance during the **entire term of the permit.**

State Parks does not recommend insurance providers. General information concerning insurance providers may be obtained by visiting [www.insurance.ca.gov](http://www.insurance.ca.gov).