COUNTY OF KERN Public Works

Event Related Road Closure Permit

2700 M Street, Bakersfield, CA 93301 (661) 862-8827 Fax (661) 862-8987

Permit #:

| NAME OF APPLICANT | NAME OF CONTACT PERSON |
|-------------------|------------------------|
| ADDRESS | OFFICE PHONE |
| CITY/STATE/ZIP | FAX NUMBER |

In compliance with your request and subject to all the terms, conditions, and restrictions contained below and on the attached page, **PERMISSION IS HEREBY GRANTED TO:** (Briefly describe purpose and description of event):

| Location: | |
|--|--|
| Dates: | |
| Times: | |
| Estimated number of persons participating: | Estimated number of vehicles involved: |

This permit is expressly conditioned upon the conduct of the event. Failure to so conduct event in accordance with specifications set forth shall be deemed an immediate revocation of this permit and without notice. This permit is to be strictly construed and no activity other than that specifically mentioned above is authorized hereby.

The applicant agrees to preserve, save harmless and defend upon request the County and each officer and employee thereof, from any liability or responsibility for any accident, loss or damage to persons or property happening or occurring as a proximate result of the activity or the applicant's negligence or the negligence of his agents, employees or contractors in the performance of any act undertaken under any permit granted pursuant to the application.

Signing shall be in accordance with Section 21401 of the Vehicle Code of the State of California; the State of California Dept. of Transportation's Manual of Traffic Controls (Warning Signs, Lights, and Devices for Use in Performance of Work Upon Highways), and as directed by the Public Works Department.

Subject to compliance with standard and special conditions listed on permit pursuant to California Vehicle Code Section 21101 (e) and Streets and Highways Code Section 942.6 and Chapter 12.12 of the Kern County Ordinance Code, the Kern County Public Works has made the following findings:

- a. the event will not result in undue obstruction of the traffic on said highway where it is desired to be held:
- b. there is no substantial evidence that the event is likely to lead to a breach of the peace, a riot, or other disorderly conduct or property damage.
- c. said event will not conflict with other event permits previously granted; and
- d. the temporary closure is necessary for the safety and protection of persons who will use the highway during the closure.

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<u>Acceptance of Provisions:</u> Permittee agrees that the doing of any activity under this permit shall constitute an acceptance by the Permittee of provisions hereof. A surety bond in a form and amount satisfactory to the Grantor may be required to ensure performance in accordance with all terms, conditions and restrictions hereof. This permit is granted with the understanding that no precedent shall be established.

<u>Keep Permit on Site:</u> This permit shall be kept at the site of the event and upon request must be shown to any representative of Grantor or any law enforcement officer.

<u>Permits from Other Agencies:</u> Permittee shall, whenever required by law, secure a written order or consent to the doing of the activity from any public board or agency having jurisdiction, and this permit shall not be valid or effective until such order or consent is obtained.

<u>Clean Up Right-of-Way:</u> Upon completion of the event, all litter resulting from the event shall be removed and the right-of-way left in a condition satisfactory to Grantor.

<u>Supervision of Grantor:</u> The event shall be conducted in a manner that is satisfactory to the Grantor and the California Highway Patrol.

<u>Liability for Damages:</u> The applicant shall indemnify the County and provide a certificate of insurance, acceptable in form, showing that the applicant has secured liability and property damage insurance for all elements of the proposed activity, having a single limit for Bodily Injury Liability and Property Damage Liability combined of at least \$1,000,000 naming the County of Kern and its officers, agents, and employees as additional insured.

<u>Making Repairs:</u> Permittee shall promptly make any and all repairs to any and all roadway facilities damaged during the event. All payments for labor, equipment, and other charges by Grantor for or on account of such work shall be made by Permittee within ten (10) days from the date of any bill, written order or voucher sent by or approved by Grantor. Grantor may require a deposit in an amount sufficient to cover the estimated costs before starting such repairs.

<u>Traffic Control</u>: Traffic control shall be directed by the California Highway Patrol. All traffic control costs shall be the responsibility of the permittee.

Permittee shall obey all basic laws of the State of California.

| | PUBLIC WORKS-COUNTY OF KERN |
|--------------------------|-----------------------------|
| Signature of Permittee | By: |
| Date: | |
| CC: Inspector, CHP, Fire | |

FORM #ERRC (Rev.09/19)