



Seasonal Sales Permit

Permit No. _____
Date Submitted : _____

City of American Canyon
 4381 Broadway, Suite 201
 American Canyon, CA 94503
 www.cityofamericancanyon.org
 (707) 647-4336 – Planning
 (707) 643-2355 – Fax

Permit Fee:
Temporarily Waived

Please complete the application and provide 1 copy of a site plan (8½"x11" minimum size depicting the approximate location of buildings on-site and the location of all proposed banners, tables, booths, tents, balloons, etc. with dimensions). Submit the completed application to the Planning Division a **minimum of 10 business days** prior to the scheduled Seasonal Sales.

Business Name: _____ Contact Person: _____
 Mailing Address: _____ Phone: _____
 e-mail: _____ Business License # _____
 Legal Property Owner Name: _____ Contact Person: _____
 Property Owner Address: _____ Phone: _____
 e-mail: _____
 Seasonal Sales Location: _____
 Brief Description of the Agricultural products for sale: _____

- CHECK APPROPRIATE BOX(ES):
- Sales Shed (Size: ___' x ___')
 - Tents (How many? ___ Size: ___' x ___')
 - Small Balloons (no mylar balloons)
*(Diameter should not exceed 14";
 No balloons shall exceed roof height)*
 - Canopies (How many? ___ Size: ___' x ___')
 - Banner (___' x ___')
(Banners shall not exceed 50 sf, and must be attached to the Bldg)
 - Other: _____

Operating Dates: FROM ___ / ___ / ___ TO ___ / ___ / ___
(120 days max)

Hours of Operation: FROM _____ a.m. TO _____ p.m.

I agree to comply with the standard conditions and special provisions attached to this application.

I hereby authorize the tenant referenced above to apply for a Seasonal Sales Permit.

Applicant's Signature Date

Property Owner's Signature Date

CITY USE ONLY			<u>Other Approvals Required:</u>
<i>Permit Application:</i>	<input type="button" value="Approved"/>	<input type="button" value="w/ Conditions"/>	<input type="checkbox"/> Building Permits
			<input type="checkbox"/> Electrical Permits
<i>Permit Fee:</i>	<input type="button" value="Paid"/>	<input type="button" value="Cash"/>	<input type="checkbox"/> Encroachment Permit
			<input type="checkbox"/> American Canyon Fire District
<i>Planning Staff:</i> _____	<i>Date:</i> _____		<input type="checkbox"/> Napa County Health Care Agency
			<input type="checkbox"/> _____
<i>Director Approval:</i> _____	<i>Date:</i> _____		
<u>EVENT SPECIFIC CONDITIONS OF APPROVAL:</u>			
CITY USE ONLY			

STANDARD CONDITIONS OF APPROVAL

1. The applicant shall defend, indemnify, and hold harmless the City of American Canyon ("City"), its elected officials, officers, employees, attorneys, representatives, boards, commissions, volunteers and agents from and against all claims, actions, including actions to arbitrate or mediate, damages, losses, judgments, liabilities, expenses and other costs, or proceedings against the City, its elected officials, officers, employees, attorneys, representatives, boards, commissions, volunteers, or agents to attack, modify, set aside, void, or annul an approval, conditional approval, permit, entitlement, environmental document, environmental clearance, mitigation plan, or any other document or any of the proceedings, acts, or determinations taken, done, or made prior to granting of such approval, conditional approval, permit, entitlement, environmental clearance, environmental document, mitigation plan, or other document, by the City, including, without limitation, an action against an advisory agency, appeal board, or legislative body within the applicable limitation period.

The obligation to defend, indemnify and hold the City harmless shall include the payment of all legal costs and attorney's fees (including a third party award of attorney's fees), arising out of, resulting from, or in connection with the City's act or acts leading up to and including approval of any environmental document or mitigation plan granting approvals to the applicant, incurred on behalf of, or by, the City, its elected officials, officers, employees, representatives, attorneys, boards, commissions, volunteers and agents in connection with the defense of any claim, action, or proceeding challenging the entire or a portion of an approval, conditional approval, permit, entitlement or any other document of any related claim.

The obligation to defend, indemnify, and hold the City harmless shall include, but not be limited to, the cost of preparation of any administrative record by the City, staff time, copying costs, court costs, or attorney's fees arising out of a suit or challenge contesting the adequacy of a permit, approval, conditional approval, entitlement, environmental document, mitigation plan, environmental clearance, or any other document or approval related to the applicant's project.

The City will promptly notify the applicant of any claim, action, or proceeding and will cooperate fully in the defense. If the City fails to promptly notify the applicant of any claim, action, or proceeding, or the City fails to cooperate fully in the defense, the applicant shall not be responsible to defend, indemnify, or hold harmless the City.

In the event a legal challenge to a City permit, approval, conditional approval, environmental document, environmental clearance, mitigation plan, entitlement or any other document, proceeding, determination, or action related to the applicant's project is successful, and an award of attorneys' fees is granted against the City, the applicant shall be responsible to timely pay the full amount of such an award.

2. The applicant is responsible for obtaining permits from applicable agencies, such as American Canyon Napa County Health; American Canyon Fire Service District, etc. prior to commencement of the temporary outdoor promotion event.
3. Any premises utilized for the temporary outdoor promotion shall be cleared of debris and restored to its condition prior to the event, immediately after the completion of the event.
3. The surrounding public right-of-ways and adjacent properties shall be free from debris and litter.
4. A 4-foot unobstructed path of travel/aisle width shall be maintained between all tables, booths, tents, canopies, along the sidewalk and walkways for disabled access.
5. Any noise at the Seasonal Sales shall not exceed the City's Noise Ordinance. This may include, but is not limited to, noise created by the speakers, generator(s), live band, mechanical equipment, and event attendees. All loud speakers shall be directed away from any adjacent residential community.

6. No inflatables, with the exception of small balloons, shall be placed on the ground or on the building. Small balloons may be permitted upon the following conditions: 1) they shall not exceed 14" in diameter; 2) they shall not exceed the roofline height; 3) they shall remain clear of all right-of-ways at all times; 4) they shall not impede pedestrian or vehicular access; and 5) they shall not be made from mylar which can cause damage to electrical transformers if released.
7. Signage shall be confined to the site only. All signage related to the Seasonal Sales shall be removed within 24 hours after the completion of the sale season.

Violation of any condition as herein described is subject to the immediate closure and ceasing of operation of the seasonal sales as may be necessary to protect the health, safety and welfare of the citizens of American Canyon.