

Planning Division

110 East La Habra Blvd.
La Habra, CA 90633-0337
Phone: (562) 383-4100
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SPECIAL EVENT PERMIT

Application Date: 6/24/21
Applicant's Name: JAY EYLER DBA SANTA'S GARDEN
Mailing Address: 3940 PROSPECT AVE. #15 JORBA LINDA, CA. 92886
Telephone Number: 714 713-9750 Cell Number: _____
Contact Person: JAY EYLER Phone Number: _____
Email: EYLERJ42@GMAIL.COM Fax: _____
Event Address: 777 S. BEACH BLVD.
Type of Event: PUMPKIN PATCH
Type of Structures used: 12x12' CANOPIES
Dates of Event – From: 9/1/21 To: 11/1/21
Time of Event – From: 8AM To: 10PM 7 DAYS

PROPERTY OWNER AUTHORIZATION: I am the owner of record, or his/her authorized representative of the property (Provide letter of authorization) which is the subject of this application. I approve of the action requested above.

Property owner of record: SEE LEASE

Print Name: _____ Print Title: _____

Signature: _____ Date: _____

Firm Name: _____ Phone: _____

Street Address: _____ City: _____

Zip Code: _____

1. Type of event: PUMPKIN PATCH
2. Describe planned activities: PUMPKIN SALES & KID RIDES
3. Please provide the following:
 Estimated number of persons at the event: 30-40
 Estimated number of vehicles at the event: 20
 Estimated number of parking spaces needed: 30
4. Route or location of event: BEACH BLVD & LAMBERT
5. Will food be served or sold at the event?
 YES _____ NO If YES, describe: _____
6. Have you obtained a permit for the sale of food?
 YES _____ NO If yes, what governmental agencies issued permits? _____
7. Will alcoholic beverages be served or sold at the event?
 YES _____ NO If YES, describe: _____
8. Have you obtained a permit for the sale of alcoholic beverages?
 YES _____ NO If yes, what governmental agencies issued permits? _____
9. Will any animals be displayed/exhibited at the event? YES _____ NO
 If YES, describe: _____
10. Will any structures (i.e., tents, booths, stages) be erected at the event?
 YES NO _____ If YES, describe: CANOPY'S & INFLECTABLE RIDE'S
11. Will there be any sound amplification equipment at the event?
 YES _____ NO If YES, describe: _____
12. Will cooking or heating equipment be used in any tents or other temporary structures involved in the event?
 YES _____ NO If YES, describe: _____
13. Will there be any portable generators or temporary lighting at the event?
 YES NO _____ If YES, describe: TEMP LIGHTING
14. Will there be temporary sanitation facilities at the event?
 YES NO _____ If YES, describe number and location: 4 UNITS PER SITE PLAN
15. Will there be monitors or security personnel at the event?
 YES NO _____ If YES, describe number and duties: SECURITY 24 HR
16. Will there be any merchandise sales at your event? Have you notified the State Board of Equalization?
 YES _____ NO If YES, please provide the date of notification: _____
17. Have you obtained a City Business License? YES _____ NO _____

I declare upon penalty of perjury that the above information is true and correct to the best of my knowledge. I further understand that knowingly providing any false information is cause for the immediate denial of a special event permit or its suspension if one has been issued.

[Signature]
Signature of Applicant

6/24/21
Date Signed



TEMPORARY OUTDOOR USE PERMIT INDEMNIFICATION AGREEMENT

In consideration of being granted a Special Event Permit, and to the full extent permitted by law, the undersigned JAY EYLER on behalf of SANTA'S GARDEN, hereby agrees to defend, indemnify, and hold free and harmless the City of La Habra, its elected officials, officers, employees, agents, and volunteers, with respect to any and all liabilities, claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including the payment of actual attorney's fees, court costs and any and all other costs of defense, incurred as a consequence of, arising out of, or in any way attributable to, the granting of a Special Event Permit to:

HAVE PUMPKIN PATCH

(Describe the activity and provide the dates)

The undersigned hereby represents that he or she has read and fully understands that by signing this Agreement, important legal rights are being waived and legal obligations are being assumed. If signing as a representative, the undersigned further represents that he or she is fully authorized to enter into this Agreement on behalf of each and every person, group, business and/or organization to which the Special Event Permit is being issued.

[Signature]
Applicant's Signature

6/24/21
Date

SEE LEASE
Property Owner's Signature

Date

GRANT OF REVOCABLE LICENSE

Vermeulen Properties #4, LLC a California Limited Liability Company ("Grantor") hereby grants to Santa's Garden, Inc., a California corporation, DBA Santa's Garden ("Grantee") a conditional revocable license to use Grantor's property, located at Beach Boulevard and Lambert Road in the City of La Habra, California.

STATEMENT OF FACTS

- A. Grantor owns the vacant real property located at Beach Boulevard and Lambert Road in the City of La Habra, County of Orange, as generally depicted on Exhibit A attached hereto and by this reference made a part hereof ("Licensed Property").
- B. Grantee desires to use the Licensed Property to sell Produce, Pumpkins, and Christmas Trees and any related accessories.
- C. Grantor is willing to grant to Grantee the exclusive right to occupy and use the Licensed Property for such purposes.

NOW THEREFORE, in consideration of the facts stated above, Grantor hereby grants to Grantee a revocable license to occupy and use the Licensed Property under the following terms and conditions:

1. Use of Property. Grantee shall use the Licensed Property to sell Produce, Pumpkins and Christmas trees for which it shall procure such permits or approvals as may be required by the City of La Habra, and shall obey, abide by and comply with all rules, regulations, Ordinances and laws imposed upon the property for the uses intended by Grantee.

2. Term. Time is of the essence. The term of this License shall commence on February 23, 2021 and terminate at midnight on December 31, 2021, at which time Grantee shall have cleared, cleaned and vacated the premises to the satisfaction of Grantor. Additional terms shall renew automatically each new calendar year. In the event the premises are needed for development or for any other change to this license, Grantor shall provide written notice to Grantee sixty days prior to the end of the lease term.

3. License Fee. In consideration of the right to occupy and use the Licensed Property, Grantee agrees to pay Grantor:

- a. \$1,500 on or before February 23, 2021; and
- b. \$2,000 on or before October 1, 2021
- c. \$2,000 on or before December 1, 2021

4. Care and Security of Property.

- a. Grantee shall, at its sole cost and expense, maintain the Licensed Property in a clean, neat and safe condition, and shall not allow any hazardous substances



to be stored upon, escape from or contaminate any part thereof. All entrances to the premises shall be securely locked when not in use and Grantee shall otherwise keep and maintain strict security against the entry of all unauthorized persons.

b. Grantee shall exercise such care and precaution, as may be necessary to keep the activities on, in and around the Licensed Property from interfering with the Carl's Jr. and Del Taco restaurants and their customers.

5. Indemnity and Insurance.

a. Grantee shall indemnify and agrees to keep and hold Grantor, its successors and assigns free and harmless from any and all claims of liability, damage, or injury of whatsoever kind and nature arising from Grantee's use and occupancy of the Licensed Property.

b. Grantee shall keep in full force and effect liability insurance in the minimum sum of \$1,000,000.00 covering Grantor's contingent liability as owner of the Licensed Property, and naming Grantor as an additional insured. Grantee shall also keep in full force and effect such Worker's Compensation Insurance as may be required by the State of California.

6. Early Termination. Grantor shall have the right to revoke this License at any time for Grantee's violation of any of the terms hereof. Grantee shall be deemed in default if he has not remedied the violation within 48 hours after notice from Grantor whereupon Grantor shall have the right to summarily eject Grantee from the property.

7. Binding Effect. This document constitutes the only agreement between the parties relating to Grantee's use and occupancy of the premises and the terms and conditions shall inure to the benefit of the Grantor, Grantee, as well as their respective successors and assignees. Any change must, to be effective, be in writing signed by both parties.

IN WITNESS WHEREOF, the parties have signed this agreement as of
February 23, 2021.

"Grantor"
Vermeulen Properties #4 LLC

BY: 
Managing Member

"Grantee"
Santa's Garden Inc.

By: 
Jay Eyer - President