

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: 7-7-22
Applicant's Name: JAY EYLER DBA SANTA'S GARDEN
Mailing Address: 3940 PROSPECT AVE. #J YORBA LINDA, CA. 92986
Telephone Number: _____ Cell Number: 714 713-9753
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: CANOPIES, TEMP. SALES OFFICE SECURITY TRAILER STORAGE TRAILERS
Dates of Event – From: SETUP: 9/1/22 To: 9/29/22
Time of Event – From: 9/30/22 To: 10/31/22

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: SALES OF PUMPKINS, INFLATABLE RIDES + KIDDIE TRAIN
3. Please provide the following:
 Estimated number of persons at the event: 10-40
 Estimated number of vehicles at the event: 20-30
 Estimated number of parking spaces needed: 30
4. Route or location of event: _____
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 (2-12'x12')
SECURITY TRAILER, STORAGE TRAILERS, TEMP OFFICE
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-(w/1 ADA)
15. Will there be monitors or security personnel at the event?
 YES NO _____ If YES, describe number and duties: 24 HR SECURITY
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: 2/99
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

7-7-22
 Date Signed

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 15th, 2022 and terminate at midnight on December 31, 2022, 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:

\$1,500 on or before February 15, 2022

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
January 25, 2022

"Grantor"
Vermeulen Properties #4 LLC

BY: 
Managing Member

"Grantee"
Santa's Garden Inc.

By: 
Jay Eyler - President