



SEASIDE SPLENDOR



**OCEAN VIEW DECK &
CANYON VIEW GARDEN
RENTAL INFORMATION
& APPLICATION**



Welcome!

We are happy you are considering Del Mar Plaza as a potential venue for your future event. Conveniently located in the heart of Del Mar Village, Del Mar Plaza offers a one-of-a-kind venue experience. Whether you're looking for dramatic Pacific Ocean views on Del Mar Plaza's Ocean View Deck or the secluded Canyon View Garden, these beautiful venues provide the perfect location and ambiance for your memorable event. The Ocean View Deck can accommodate up to 300 people, while the Canyon View Garden can hold up to 100 people. Events at Del Mar Plaza may include:

- Wedding ceremonies
- Wedding receptions
- Rehearsal dinners
- Conventions
- Corporate events
- Professional, academic and social organization events
- Family occasions and reunions

We invite you to tour our venues and experience the best view in Del Mar!

Thank you,

Gina Schoelen
858-847-2284
gschoelen@brixtoncapital.com

2021 DEL MAR PLAZA

FACILITY USE APPLICATION

Please complete and return to Del Mar Plaza Management

DEL MAR PLAZA FACILITIES: *(Please check the facility that applies)*

OCEAN VIEW DECK CANYON VIEW GARDEN

APPLICANT INFORMATION

APPLICANT NAME: _____

CORPORATION OR ORGANIZATION (if applicable)

DBA: _____

FEDERAL 501(c)(3) ORGANIZATION YES NO

FEDERAL 501(c)(3) ID # (9 DIGITS) _____

If yes, a copy of the 501(c)(3) tax exemption letter is required and must be attached to application.

FEIN# _____

ADDRESS _____

CITY _____ STATE _____

ZIP _____

CELL PHONE NO. (____) _____ ALT PHONE NO. (____) _____

E-MAIL ADDRESS:

DAY OF EVENT COORDINATOR CONTACT:

NAME _____

CELL PHONE NO. (____) _____ ALT PHONE NO. (____) _____

EMAIL ADDRESS:

EVENT INFORMATION

DATE OF EVENT _____ TYPE OF EVENT _____

ESTIMATED ATTENDANCE _____ LENGTH OF EVENT _____

EVENT START TIME _____ EVENT END TIME _____

BREIF EXPLANATION OF EVENT _____

ADDITIONAL EQUIPMENT TO BE PROVIDED BY APPLICANT

CHAIRS _____ # TABLES/SIZE OF TABLES _____

UMBRELLAS _____ # CANOPY OR TENT/SIZE _____

OTHER EQUIPMENT AND/OR SUPPLIES TO BE PROVIDED BY APPLICANT

TICKETED EVENT YES NO

ESTIMATED NUMBER OF ATTENDEES _____

ALCOHOL SERVED YES NO IF YES, TYPE OF ABC PERMIT _____

CATERER YES NO (SEE PREFERRED CATERER LIST)

NAME OF CATERER _____

MUSIC YES NO IF YES, INDICATE IF LIVE MUSIC OR DJ _____

OTHER ENTERTAINMENT YES NO IF YES, INDICATE TYPE _____

INSURANCE COMPANY AND POLICY NUMBER _____

**A MANDATORY venue walk-thru with the Del Mar Plaza Property Manager is required 48-72 hours before your event. All details of your event will be confirmed, and a day of packet with useful information will be distributed at this time. Please call Gina Schoelen at 858-247-2284 to schedule a time for the walk-thru at least one week before your event.*

2021 OCEAN VIEW DECK & CANYON VIEW GARDEN RENTAL RATE SHEET

Peak Pricing (Thursday through Sunday, and Holidays):

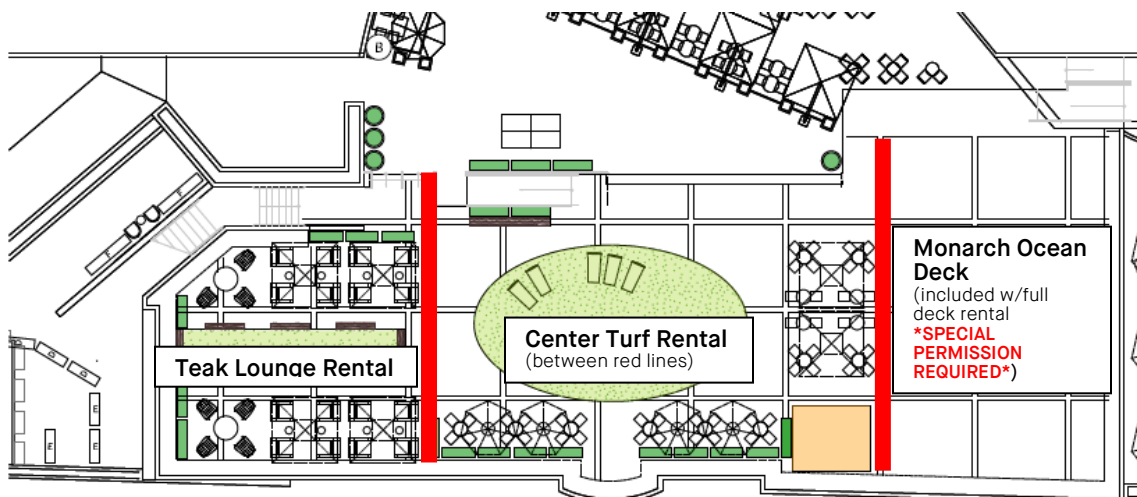
- **Ocean View Deck** – 8-hour max, see exhibit below for ocean deck map
 - Full deck rental – \$5,000 ***SPECIAL PERMISSION REQUIRED***
 - Max 300 attendees, depending on configuration/7,865 square feet
 - Center Turf rental – \$1,800
 - Max 100 attendees
 - Teak lounge rental - \$1,500
 - Ideal for 25-40, max 50 attendees
 - *Can combine Center Turf and Teak Lounge for maximum 150 guests.
- **Canyon View Garden** – 8-hour max
 - Entire space available for use – \$500
 - Max 100 attendees/4,080 square feet

Non-Peak Pricing (Monday through Wednesday, excluding Holidays):

- **Ocean View Deck** – 8-hour max
 - Full deck rental – \$3,000 ***SPECIAL PERMISSION REQUIRED***
 - Max 300 attendees, depending on configuration/7,865 square feet
 - Center Turf rental – \$1,000
 - Max 100 attendees
 - Teak lounge rental - \$800
 - Ideal for 25-40, max 50 attendees
 - *Can combine Center Turf and Teak Lounge for maximum 150 guests.
- **Canyon View Garden** – 8-hour max
 - Entire space available for use – \$250
 - Max 100 attendees/4,080 square feet

All pricing and availability are subject to changes and Property Management approval.

Ocean View Deck Map



Facility Charges:

Porter/Restroom Attendant

Mandatory per 25 attendees – One (1) day porter (4-hour minimum, 4 porter maximum) at \$35 per hour.

- 1-25 guests – \$140
- 26-50 guests – \$280
- 51-75 guests – \$420
- 76-100 guests – \$560

Security

Mandatory if alcohol is served.

- \$40 per hour per guard (4-hour minimum) \$160

Relocation and Replacement of Deck Furniture

- Partial deck furniture relocation and replacement – \$300
- Whole deck furniture relocation and replacement – \$600
- Planter relocation – \$100
- Fire pit relocation – \$150

Propane Charge

- Fire pit heaters – \$25 per heater (3 total)
- Tower heaters – \$25 per heater (8 total)

Mandatory Clean Up Fee

Professional cleaning crew, day after event. Price includes trash and debris removal, sweeping and pressure washing of the full deck area.

- \$200

Temporary Use Permit Fee

City of Del Mar requirement.

- Required for parties over 150 attendees – \$370
- Required for shade structure
- See attached application

501c3 Non-Profit Rates

Non-profit rates are available. Proof of IRS Tax Exemption for the 501c3 must be provided. The rate for qualified groups is waived.

Fees are subject to change for special requests

TERMS AND CONDITIONS

1. Application. Complete Del Mar Plaza Facility Use Application and return to Del Mar Plaza Property Management in person at 1555 Camino Del Mar #315B, Del Mar, CA 92014 or via email at gschoelen@brixtoncapital.com. Your event date will be held for 72 hours, during which time the application must be completed and returned and the \$200.00 deposit must be received. For any questions, please call Property Manager, Gina Schoelen (858) 847-2284.
2. Permits/Licenses. Applicant must observe and comply with all City, State and Federal laws, ordinances, rules, regulations and code requirements applicable to the Event Location or the Event. You shall procure and keep in full force and effect, at Your sole cost and expense, from governmental authorities having jurisdiction over the Shopping Center(s), any and all licenses, permits, bonds or other authorizations necessary to conduct the Event (collectively "Authorizations"). You must notify us immediately if You fail to obtain the required permits and licenses prior to commencement of the Event, which may result in a cancellation or postponement until such time as the Authorizations are obtained. A copy of any required permits or licenses shall be provided to Us ten (10) days prior to commencement of the Event. The provision of such permits or licenses to Us is a condition precedent to any access to the Event Location. If there is a fee or fine imposed by the City for failure to obtain necessary authorizations, you will be responsible for paying such fines, penalties and charges.
3. Consideration/Payments. In consideration of the above, Applicant agrees to pay to Del Mar Plaza a \$200.00 non-refundable deposit, due when the applicable forms are presented to the management company. The deposit will be applied to the rental fee, granted no damage charges have been assessed. All checks should be made payable to *Brixton Del Mar Plaza TIC, LLC*. Note: completion of the application does not guarantee the date requested or that the event has been or will be approved. A representative will contact your organization within 2 weeks of submission of the application. Proof of insurance is due upon notice of an approved application. The Certificate of Insurance (COI) requirements are listed in Exhibit B as referenced in the Agreement.
4. Insurance. Applicant hereby acknowledges and represents that it maintains a policy of General Liability and Property damage insurance in the amount of not less than Two Million dollars \$2,000,000 per aggregate / One Million Dollars \$1,000,000 per Occurrence for events held at Del Mar Plaza. Applicant shall furnish certificates thereof to Del Mar Plaza naming Del Mar Plaza, its officers, directors, agents, employees, shareholders and any other party reasonably designated by Del Mar Plaza as an additional insured and loss payee. If such certificate is not supplied with seven business days following the execution of this Agreement, Del Mar Plaza may terminate this Agreement in which event all fees shall be prompt returned to Applicant. Lapse or cancellation of the required insurance shall be an immediate and automatic breach of this Agreement.

Please see Insurance and Additional Insured below:

Additional Insureds:

- (1) BRIXTON DEL MAR PLAZA TIC, LLC, a Delaware limited liability company
- (2) MCI DEL MAR PLAZA, TIC, LLC, a Delaware limited liability company
- (3) BRIXTON INVESTMENT MANAGEMENT, LLC, a Delaware limited liability company
- (4) BRIXTON MANAGER, LLC, a Delaware limited liability company
- (5) US BANK

Certificate Holder Info:

OWNER: BRIXTON DEL MAR PLAZA TIC, LLC
 MCI DEL MAR PLAZA, TIC, LLC
 120 S. SIERRA AVENUE
 SOLANA BEACH, CA 92075

5. General Indemnity. The Applicant hereby agrees to indemnify and hold harmless Del Mar Plaza, its owners, employees and agents, from and against any and all losses, damages, claims, demands or liability of any kind or nature whatsoever, including without limitation legal expenses, arising out of possession, use, including but not limited to, injury, death, property damage, or fines or penalties resulting from the violation by the Applicant of any applicable law. Del Mar Plaza shall have the right to tender the defense of any such claims to the Applicant, or to elect to defend such claims with counsel of Del Mar Plaza's choice. The Applicant agrees to cooperate, at its own expense, with Del Mar Plaza in the defense of such claims.
6. Set-Up/Clean-Up. Applicant shall be solely responsible for all set-up and clean-up of Del Mar Plaza Facilities used by Applicant before, during, and after Applicant's event. The Del Mar Plaza Facilities must be paid for the by the hour, including setup and clean-up time. Licensee must clean the Del Mar Plaza Facilities after the event and leave the facility in the same condition as when Licensee arrived (clean, orderly and without damage). All garbage and trash must be stored in an adequate, sanitary, closed container, not visible to the public, within the Event Location or the Shopping Center as directed by Us. You must dispose of such garbage and trash daily, or more frequently if required by the circumstances.
7. Equipment/Furniture. The Applicant may use existing outdoor furniture consisting of tables, chairs, umbrellas and lounge seating at no additional cost. If Applicant chooses to remove furniture for their event, the Del Mar Plaza's preferred furniture moving vendor will be contracted to move furniture off site at the sole cost to the Applicant. Applicant is responsible for renting all additional furniture and equipment for their event. Applicant shall furnish and pay for all labor needed to set up and take down displays, if any. Unless otherwise provided herein, should you shall provide tents, tables, chairs, table skirting, enclosures and/or signs, these items shall be subject to the prior approval of Del Mar Plaza Management. Applicant must furnish all display fixtures, the design, size, and quantity of which will be subject to prior written approval. Display fixtures must be of professional quality, well designed and maintained, and must be aesthetically complimentary to the surroundings of the Del Mar Plaza. Any unapproved fixtures may be removed by Del Mar Plaza personnel, and you will be obligated for the cost of removal and storing any such fixtures. Load

in and load out of the Del Mar Plaza must use the freight elevator or temporary loading area. Any and all equipment and merchandise must be hand-carried into the Del Mar Plaza or, if dollied, dolly must have wide rubber wheels only.

8. Inspection. Del Mar Plaza Management shall always have the privilege of inspecting the facility.
9. Alcohol. An approved Alcoholic Beverage Control day use permit is required for all events serving alcohol. Ownership must approve and sign the ABC application in order to obtain the permit. Once the permit is approved, a copy of permit will be provided to Del Mar Plaza Management 2 weeks prior to event day with plan for compliance with all ABC permits and conditions. For information and/or to obtain the permit, please contact Alcohol Beverage Control www.abc.ca.gov (Ph# 760-471-4237) or the City of Del Mar: (Ph# 858-755-1524).
10. Parking. Applicant and their guests must pay current fees for parking spaces in the Del Mar Plaza parking garage. For events of over 150 attendees, Applicant must provide a Parking Plan for additional off-site parking. Loading zones may be used only when actively loading or unloading, NO EXCEPTIONS. Vendors and shared ride vehicles must not block driveways or garage and adhere to the posted parking signage. Failure to do so may result in vehicles being cited and/or towed.
11. Music. Amplified music (Live band or DJ) is allowed on the Plaza Deck. There are two dedicated 110 outlets on the Plaza Deck located at the north and south end of the deck. During the set-up walk-through this can be discussed. Due to City Ordinance, music cannot be played any later than 10pm. You may not permit loudspeakers, bull horns, televisions, radio equipment, flashing lights or other devices to be used in a manner to be heard or seen outside of the Del Mar Plaza without our prior written consent. *Due to the close proximity of our residential neighbors, this is extremely important.*
12. Security. Applicant is required to contract with a Del Mar Plaza approved security vendor where any and all alcoholic beverages are being served. The area where alcohol is served must be stanchioned off and valid ID checked in compliance with all applicable ABC restrictions and requirements. Applicant may sell tickets in advance. All items to be sold at the Del Mar Plaza are subject to the prior approval of the Property Manager. You must hire and pay for the security officers that we deem necessary for the Event. You must obtain our advance approval with respect to the security personnel hired, and we may impose reasonable restrictions including insurance or bond requirements upon such personnel.
13. Sales. You must not sell or market any unlawful or counterfeit goods or services, or otherwise infringe or confuse another party's trademarks, trade dress or other intellectual property rights. You must conduct the event in a professional, first-class and tasteful manner in accordance with our rules and regulations, as well as reputable business standards and practices. Applicant and their contractors may not hawk or otherwise create a nuisance; Applicant may not keep or display any merchandise outside of the location or otherwise obstruct these areas. Applicant may not distribute handbills or other advertising material around the Del Mar Plaza or on automobiles parked in the parking lots.

14. Smoking. Smoking or vaping is strictly prohibited on the Del Mar Plaza premises or its facilities, including public restrooms and hallways.
15. Decorations: Decorations must be freestanding and NOT stapled, taped, or anchored on or to any wall, or scattered on any floor or plant. All decorations must be removed upon conclusion of the event. ABSOLUTELY NO flower petals, rice, seeds, confetti, loose sand, or bubbles are to be thrown or dispersed on the Del Mar Plaza Facilities. Fireworks, sparklers and fog machines are prohibited. Candles must be enclosed in a votive or hurricane-glass covering. No items may be left overnight.
16. Preferred Caterers. Catering at DMP Facilities will only be provided by the following DMP restaurants unless otherwise approved in writing by the DMP:
 - *Del Mar Rendezvous* (858) 755-2669 email: info@delmarrendezvous.com
 - *Il Fornaio* (858) 755-8876 email: delmar@ilfo.com
 - *Pacifica Del Mar* (858) 792-0476 email: stacey@pacificadelmar.com
 - *Pacifica Breeze Café* (858) 792-0476 email: stacey@pacificadelmar.com
 - *Monarch Ocean Pub* (858) 925-6047 email: rachel@socialsyndicate.com
 - *Shimbashi Izakaya* (858) 523-0479 email: yoko@shimbashiizakaya.com
 - *Tamarindo* (858) 369-0042 email: allisonp@mooserestaurantgroup.com
17. Cancellation. When an event is cancelled in writing by the Applicant after the Agreement is executed by both parties, the non-refundable deposit will be forfeited. Events cancelled due to Covid-19 or inclement weather may be given the opportunity to reschedule at a later date, depending on availability. The Del Mar Plaza reserves the right to determine the severity of inclement weather and the opportunity to reschedule the event. DMP may cancel a special event based on severe weather, or for other emergent reasons, including but not limited to Covid-19 State and County health and safety directives. A full refund will be provided for events cancelled by the Del Mar Plaza.
18. Safety. No electrical wiring shall be laid that would create a hazard to pedestrian traffic. Approved tape or appropriate floor covering is mandatory to secure electrical cords and must be no less than 3" in width. Absolutely nothing may be attached to any fixture in the Del Mar Plaza. You must provide a minimum clearance of fifteen (15) feet from any store front or kiosk. No hazardous, flammable or combustible materials may be brought onto the Event Location or any other part of the Del Mar Plaza. Applicant shall abide by all rules and regulations that with respect to the common areas, facilities, sidewalks and tenant relations. Applicant must comply with all state and federal ADA requirements.

Applicant hereby acknowledges that they have read and understand the Del Mar Plaza Facility Terms & Conditions

Applicant signature _____

Print name _____

Date _____

FOR OFFICE USE ONLY

APPROVED REJECTED

DATE: _____

MANAGEMENT SIGNATURE

DEPOSIT RECEIVED DATE: _____

INSURANCE RECEIVED DATE: _____

	Fee	Description
FACILITY FEE	\$ _____	_____
SECURITY/PORTER	\$ _____	_____
CLEAN-UP FEE	\$ _____	_____
EXTRA CHARGES	\$ _____	_____

TOTAL FEE OF \$ _____ must be paid by (date of) _____ to BRIXTON DEL MAR PLAZA TIC, LLC.

INVOICE # _____ AMOUNT \$ _____ DATE REC'D: _____

COMMENTS:



City of Del Mar
 Department of Planning and Community
 Development
 1050 Camino del Mar
 Del Mar, CA 92014

Ph 858-755-9313 Fax: 858-755-2794
 Hours M-TH 1:00 pm – 5:30 pm
 FRI 1:00 pm – 4:30 pm
 Web: www.delmar.ca.us

UNIFORM DEVELOPMENT APPLICATION

PROPERTY INFORMATION:

Property Address: 1555 Camino Del Mar, Del Mar CA 92014

Assessor Parcel No. (APN): 300-030-86

Zoning: CC, Central Commercial District Overlay Zone(s): DI-OZ Plaza Specific Plan

Work proposed in the public right-of-way: No Yes, note location: Plaza Level Deck

OWNER / APPLICANT:

Name(s): Marc and Patricia Brutton

Mailing Address: 1555 Camino Del Mar, Suite B

City: Del Mar

State: CA

Zip: 92014

Phone: 858-847-2284

Email: delmarplaza@brixtoncapital.com

AUTHORIZED REPRESENTATIVE: (LETTER OF AUTHORIZATION REQUIRED)

Name:

Type: Architect/Designer Contractor Consultant Engineer Other:

Del Mar Business License No.:

Mailing Address:

City:

State:

Zip:

Phone:

Email:

PROJECT DESCRIPTION (BRIEF):

PERMITS, ACTIONS AND FEES TO BE PREPARED BY STAFF ONLY:

Permits:

- ADR** Administrative Design Review
 - Minor Major
- ASR** Administrative Sign Review
- BA** Boundary Adjustment with COC
- BAN** Banner Permit
- BP** Charitable Bingo Game Permit
- CDP** Coastal Development Permit
- CUP** Conditional Use Permit
 - CUP Modification
- DP** Demo Permit
- DRB** Design Review Permit
 - < 500 sf > 500 sf
 - Misc: _____
- DRB-S** Design Review Sign Permit
- EP** Encroachment Permit
 - Short-term Long-term
- ESP** Emergency Shelter Permit
- FDP** Floodplain Development Permit
 - Without hardship relief
 - With hardship relief
- IB** Emergency Beach Barrier
- LC** Land Conservation Permit
 - LC Administrative
- MV** Mobile Vending Operations Permit
- NOI** Notice of Intent
- NRP** News Rack Permit
- P** Parking Permit
 - Off-site Shared
- RDP** Redevelopment Permit
- SEC** Sign Encroachment Permit
- SCP** Sidewalk Café Permit
- SPP** Shoreline Protection Permit
- SSP** Seawall Setback Permit
- TRP** Tree Removal Permit
- TUP** Temporary Use Permit

Fee

Actions:

- ADU** Accessory Dwelling Unit
- COC** Certificate of Compliance only
- CPP** Citizens' Participation Program
- D** Zoning Determination of Allowable Use
- DA** Development Agreement
 - DA Amendment
- DSC** Determination of Substantial Conformance
- EA** Environmental Assessment
 - Initial Study EIR
- GPA** General Plan Amendment
- HZ** Horizontal Zoning Relief
- I** Zoning Code Interpretation
- ILPF** In-Lieu Parking Fee Program
- LCPA** Local Coastal Program Amendment
- OPP** Off-Hours Public Parking
- PLZ** Plaza Tenant Improvement Review
- SP** Specific Plan
 - SP Amendment
- SV** Street Vacation
- TPM** Tentative Parcel Map
 - ≤ 4 New Lots Condo Conversion
- TTM** Tentative Tract Map
 - ≥ 5 New Lots Condo Conversion
- TVS** Trees, Scenic Views and Sunlight
- V** Variance
- ZA** Zoning Code Amendment
- Other:** _____

Fee

Related Fees:

- Community (General) Plan/Zoning Update
- Public Notice
- Engineering Review Fees

TOTAL FEES DUE:

\$ _____

Primary File No.: _____

Additional File Nos.: _____

PLANNING DEPARTMENT – UNIFORM DEVELOPMENT APPLICATION

1) Is development proposed on a vacant parcel? No Yes

2) How many dwellings are currently on the parcel? 1 _____

3) Will the proposed project result in NEW or a CHANGE to the following:

Site floor area ratio (FAR): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Fencing / walls: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Roof structures: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Grading (outside footprint): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Exterior walls: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Foundation: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Use of the site / structure: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Hardscape / paving: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

4) Will the proposed project result in NEW or REHABILITATED landscaping:

New Landscaping: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Landscaped Area: _____ S.F.
Rehabilitated Landscaping: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Landscaped Area: _____ S.F.
Existing to Remain Untouched: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Landscaped Area: _____ S.F.

5) Based on the information provided above, please provide a detailed project description and explain the scope of the entire project, including the type of use and structure(s) proposed, number of stories, building materials, grading, fencing and/or hardscape improvements (attach additional sheets if necessary).

6) Is the parcel involved in any current code enforcement cases?

No Yes, describe violation: _____

7) To the best of your knowledge, answer the following supplemental questions (staff can assist if needed):

Is the parcel located within the appeal jurisdiction of the California Coastal Commission?

No Yes

Is the parcel located in/adjacent to a wetland, floodplain, beach, wildland urban area, or other sensitive area?

No Yes, describe location: _____

Does the project involve maintaining any existing structural or use non-conformities on the site such as setbacks, multiple accessory structures, floor area, insufficient parking, etc.? If so, please describe:

PROPERTY OWNER AND AUTHORIZED REPRESENTATIVE CERTIFICATIONS

I certify that I am presently the legal owner of the above-described property. I, the undersigned owner (and, when applicable, the authorized agent acting on behalf of the owner) of the property herein described, hereby make application for approval of the plans submitted and made a part of this application in accordance with the provisions of the City of Del Mar ordinances. I understand that during review of the project, additional permits and/or actions may be required. I hereby certify that the information given is true and correct to the best of my knowledge and belief.

I understand that the requested approval is for my benefit (or that of my principal). Therefore, if the City of Del Mar grants the approval, with or without conditions, and that action is challenged by a third party, I will be responsible for defending against this challenge. I, therefore, agree to accept this responsibility for defense at the request of the City and also agree to defend, indemnify and hold the City of Del Mar harmless from any costs, claims or liabilities arising from the approval, including, without limitation, any award of attorney’s fees that might result from the third party challenge.

I acknowledge that plan sets may be reproduced and distributed to City representatives and members of the public for project review purposes only.

I grant permission to the City to conduct site visits necessary to investigate the proposed project.

_____	Marc Brutton	_____
PROPERTY OWNER SIGNATURE	PROPERTY OWNER NAME (PRINT)	DATE

_____	_____	_____
REPRESENTATIVE SIGNATURE	REPRESENTATIVE NAME (PRINT)	DATE



City of Del Mar Planning Department Submittal Checklist

TUP – TEMPORARY USE PERMIT

Applications must be submitted at least twenty (20) working days prior to the proposed event

TUP _____ - _____ Project Address: 1555 Camino Del Mar, Del Mar, CA 92014

Related Permits/Actions: _____ Owner (Last Name): Brutten

The following list of documents and items noted below are typically required as part of an application for a Temporary Use Permit. **Planning Department staff can assist you in determining which items will be required for your submittal.** A pre-application conference is highly recommended. Call (858) 755-9313 to schedule an appointment with planning staff.

Submittal Requirements

1. Uniform Development Application Form – *owner and agent signatures*
2. Project Questionnaire (attached to this checklist) – *owner or agent signature*
3. Application Fees
4. Letter of Authorization – *owner signature only*
An agent acting on behalf of a property owner(s) shall present a written authorization signed by the property owner(s); a buyer in escrow shall present a written authorization signed by the owner-seller; a lessee shall provide the property owner(s) written approval.
5. Site Plan
Site Plans are required to show the property and location where the temporary use will occur.
6. Site Photographs and Photo Key Map
Photos of the project site and adjacent properties.
7. Parking & Traffic Control Plan (if applicable)
Identify how the anticipated guests and vendors will be accommodated without creating undue burden on surrounding properties and public right-of-way. Include a plan for pedestrian and bicycle mobility, as well as vehicular access.
8. Evidence of Liability Insurance
Prior to the issuance of permits, the Permittee shall provide the City with a certificate of insurance showing that the applicant is covered by general liability insurance for personal injury (including death) and property damage.

TUP PROJECT QUESTIONNAIRE

Temporary Use Operations Details			
Date(s) Proposed for Temporary use:		List of dates in which activity may differ from proposed dates for TUP:	
Hours of Operation:		Estimated number of participants:	

Please indicate the type of temporary use:		
<input type="checkbox"/> Construction Parking/Material Storage related to development	<input type="checkbox"/> Holiday/Seasonal Activities	<input type="checkbox"/> Other
If other, please describe what the temporary use will be in the detailed project description below.		

Please indicate the number of required off-street parking spaces, if any, required for the event:		
<input type="checkbox"/> None	<input type="checkbox"/> 10 or fewer	<input type="checkbox"/> 11 or more
If off-street parking will be required, please demonstrate on a parking plan how it will be provided.		

Will there be any site improvements (permanent or temporary) for the temporary use?	
<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please provide a site plan and indicate whether the improvements will be permanent or temporary.	

Will there be any outdoor lighting for the temporary use?	
<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please attach associated plans and specification sheets for all proposed lighting fixtures.	

Will the temporary use include live music, a DJ, or amplified sound system?	
<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, provide details, including how the City's Noise Ordinance (Del Mar Municipal Code Section 9.20) will be met and hours of operation for proposed sound.	

Is temporary signage/advertising proposed?	
<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, an Administrative Sign Review Permit may also be required. Please attach an example with dimensions and proposed location of signage.	

Will there be private security personnel for the temporary use?	
<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please provide the details of any arrangements for private security personnel.	

Will alcoholic beverages be served in conjunction with the temporary use?	
<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, demonstrate the appropriate license was obtained from the California Department of Alcohol and Beverage Control.	

Will there be any temporary food vendors?	
<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, demonstrate the appropriate food permits have been obtained from the County of San Diego. Provide contact information and business license information for all vendors below.	

List of Vendors (If more space is needed, please provide a separate sheet and attach to this checklist.)
--

1. Name: _____
- Business License Number: _____
- Contact Information: _____

2. Name: _____

Business License Number: _____

Contact Information: _____

Will the temporary use involve any encroachment into the public right-of-way?

Yes No

If yes, an Encroachment Permit is also required.

Will the temporary use generate additional demand for on-site waste and recycling facilities?

Yes No

If yes, please provide a plan for waste management and recycling.

**** PLEASE PROVIDE ALL DETAILS IN THE PROJECT DESCRIPTION BELOW****

DETAILED PROJECT DESCRIPTION:

If more space is needed, provide a separate sheet and attach to this checklist.

Owner or Owner's Agent Certification

The permittee/owner shall defend (with attorneys approved by the City), indemnify and hold harmless the City of Del Mar, its agents, officers, and employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul an approval of the City, its advisory agencies, appeal boards, or legislative body concerning this approval or permit. The City will promptly notify the permittee/owner of any such claim, action, or proceeding against the City and will cooperate fully in the defense.

I certify that the attached application contains the items required. I understand that additional information may be needed to process my application and if any of the items are missing or found deficient, the application will be deemed incomplete, may be rejected, or may constitute grounds for revocation of any permit issued.

Signature (Owner or Owner's Agent)

Marc Brutton

Print Name

Date