



Department of Planning and Community Development

{PRIVATE }

GUIDE TO THE TEMPORARY USE PERMIT APPLICATION

Temporary Use Permit Applications are available for the occurrence of temporary activities, which may be appropriate at specific locations, but would be inappropriate on a permanent basis. Listed below are the permitted temporary uses in the City of Agoura Hills. The maximum period for any Temporary Use Permit shall be one (1) year, unless otherwise indicated:

1. Temporary structures such as model homes, real estate sales offices, construction trailers and mobile homes used as residence during construction. These structures are allowed up to one (1) year during the construction of a project when a valid building permit is in force.
2. Seasonal sales lots such as Christmas tree and pumpkin lots are allowed for up to three (3) months.
3. Non-profit or community special events such as carnivals, fairs and festivals and other similar events conducted by or for a recognized nonprofit or charitable community group not over seventy-two (72) consecutive hours.
4. Outdoor sales and special events by existing businesses in the city including parking lot sales. Only merchandise customarily sold on the premises by an existing established business shall be displayed and sold. Such events shall not exceed six (6) calendar days or two (2) events per calendar year.
5. Storage of materials incidental to the carrying on of a City of Agoura Hills public works project.
6. Motion picture filming not exceeding seven (7) consecutive days.
7. Temporary parking on undeveloped adjacent lots.
8. Recreational, cultural or civic uses that are community service oriented and benefit the community as a whole may be permitted for periods longer than one (1) year subject to approval of the planning commission.
9. Other temporary uses, which in the opinion of the director, are compatible with the intent and purpose of this chapter

REQUIRED INFORMATION/MATERIAL

1. One (1) completed copy of the "Planning Application Form";
2. Payment of the applicable filing fees (reference "Guide to the Planning Permit Review

- Process");
3. A Performance Bond or other surety;
 4. A completed Hold Harmless Agreement;
 5. Name of all persons owning a possessory interest in the property;
 6. Evidence that the applicant is the owner of the subject parcel of land, or has written permission of the property owner(s) to submit the application;
 7. Legal name of the organization conducting or sponsoring the activity;
 8. The legal description of the subject property;
 9. A precise description of the nature of the temporary use requested, and hours and days of operation;
 10. A Site Plan of the subject property which includes the following information:
 - a. Scale and north arrow. The Site Plan must be drawn to a scale of at least one (1) inch equal to twenty (20) feet (an alternate scale may be used if allowed by the Planning Department);
 - b. Property boundaries, dimensions, and area (in square feet and acres);
 - c. The location and area of operation for each activity associated with the temporary use;
 - d. The locations and dimensions of all existing and proposed temporary buildings and structures including roads, streets, highways, parking and loading facilities, on the site where the temporary use is requested; and
 - e. The location of all existing roads intended to provide access to major or secondary highways and parkways.
 11. A Sign Plan which includes the location, dimensions, colors, and lettering of all proposed signs related to the temporary use;
 12. Written clarification of the operating practices proposed to be used by the operator of the temporary use to mitigate noise, dust, contaminants, garbage, and vibration associated with, and as a result of, the proposed temporary use;
 13. Evidence that other permits and approvals required in compliance with the provisions of other applicable ordinances have been applied for or secured;
 14. Proof that the operation of the requested temporary use at the location proposed, and within the time period specified, will not jeopardize, endanger, or otherwise constitute a menace to the public health, safety, or general welfare;

15. Proof that the proposed site is adequate in size and shape to accommodate the temporary use without material detriment to the use, enjoyment, or valuation of the property of other persons located in the vicinity; and
16. Proof that the proposed site is adequately served by streets and highways, with sufficient width and improvements to accommodate the kind and quantity of traffic that the temporary use will or could reasonably generate.

Please note that all of the applicable exhibits must be submitted with the application and fees. The Director may waive the filing of one or more of the above items when determined to be unnecessary to make a determination of the Temporary Use Permit. Incomplete applications will not be accepted. Additional information and/or plans may be required if deemed necessary to make a determination of the Temporary Use Permit Application.



HOLD HARMLESS AGREEMENT

The _____ agrees to and does hereby indemnify and hold harmless the City of Agoura Hills, its officers, agents and employees from every claim or demand made, and every liability, loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

Liability for damages for (1) death or bodily injury to person, (2) injury to, loss or theft of property, or (3) any other loss, damage, or expense arising under either (1) or (2) above, sustained by the _____ or any person, firm or corporation employed by the _____ upon or in connection with the activity called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the City, its officers, employees, agents or independent contractors who are directly employed by the City; and

Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the _____, or any person, firm or corporation employed by the _____ either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the City, arising out of , or in any way connected with the activity on or off City property, if the liability arose from the negligence or willful misconduct of anyone employed the _____ either directly or by independent contract.

The _____ at his own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the City, its officers, agents, or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the City, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

Activity: _____

Location: _____ Date/Time: _____

Organization: _____

Signature: _____ Date: _____

Title: _____