



Temporary Use Permit Application

This permit is good for one year or less as determined by the Community Development Department
Application Fee \$310.00

Name: _____
Address: _____
Parcel Number(s): _____
Phone Number: _____
Description of Activities: *(Provide as a separate attachment)*

<u>City Use Only</u>	
PB #:	_____
Address:	_____
Date Received:	_____
Preliminary Plan Review Fee:	_____

Description of Business Including Date, Hours and Times of Operations:
(See attached checklist & what is required for submittal)

Additional Zoning Fees

Flat Rate: \$52.00

Weekly Rate (Charged per week, or fraction thereof, and in addition to Flat Rate): \$21.00

Business Owner:			
Name		Phone	
Address	City	State	Zip
Contact Person:			
Name		Phone	
Address	City	State	Zip
Cell Phone	Email		
Property Owner(s): Be advised, property owner signature of this temporary use permit application gives to the above referenced business owner permission to use the subject property for the described business/activities.			
Name		Phone	
Address	City	State	Zip
Owner(s) Signature			Date
<i>(Provide additional sheet if necessary for multiple property owners)</i>			
CITY USE ONLY CALCULATIONS & STIPULATIONS	Fee: _____		Date Received: _____
	Sent to: Clerk's Office _____ Police Dept: _____ Fire Dept: _____		
	Approvals: Clerk's Office: Y___ N___ Police Dept: Y___ N___ Fire Dept: Y___ N___		
	Permit Approved by: _____ Date: _____		

Revised January 9, 2013



Temporary Use Permit Checklist

(1/9/13 Version)

Regulations Applying to All Temporary Use Permits

Please check each box to confirm that you have reviewed, understand, and will comply with each of the following regulations which apply to all temporary events:

- The use will operate in compliance with all applicable ordinances and regulations of City of Auburn Hills, and applicable County, State, and Federal laws and regulations.
- All lighting will be shielded away from abutting occupied property.
- All use will be on a site adequate in size to accommodate the use intended and participants anticipated.
- Amplified sound generated by the use, measured at the boundary of the property, will not exceed the decibel limits referenced in Section 1807(C).
- The use will not take place within thirty (30) feet of the perimeter of the area. All activities may be required to be adequately screened as considered necessary to protect abutting property.
- The applicant and/or responsible party will allow an authorized City enforcement officer to enter and inspect the premises at any reasonable time, and failure to allow inspection may constitute a violation of this Section.
- The applicant understands that an authorized City enforcement officer may void a temporary use permit if applicable ordinances and regulations of City of Auburn Hills, and applicable County, State, and Federal laws and regulations are found to be violated and/or until said provisions, including any conditions attached to the permit, have been fully met.
- The applicant and/or responsible party understands that any person who violates the provisions of this Section may be responsible for a municipal civil infraction; subject to the Schedule of Fines adopted by the 52-3 District Court, plus costs and other sanctions, for each offense per Section 2013. Penalties, Sanctions, and Remedies for Zoning Ordinance Violations.
- The applicant is required to provide a "**Certificate of Insurance**" with the City of Auburn Hills named as an additional insured (see attached requirements) and provided a completed "**Hold Harmless Agreement**" (see attached form).

Sketch Plan Requirements

Where a temporary use permit is required, the person responsible for the temporary use shall file an application with the Community Development Department for review. The application shall be submitted together with a sketch plan and written material which shall contain the following:

- A scale of not less than one (1) inch equals one hundred feet (1" = 100').
- Date, including revisions, and north arrow.
- The dimensions of all lot and property lines showing the relationship of the subject property to abutting properties.
- Size, location, and details of temporary structures shall be shown on the sketch plan.
- The locations of all existing structures and lot lines within one hundred feet (100') of the subject property.
- The location of all outside areas that will be actively used as part of the proposed use.
- The location of all existing and proposed drives and parking areas, and the method of dust and traffic control.
- The location of any signs, and the dimensions and plans of such signs.
- The names and addresses of the persons responsible for the preparation of the sketch plan, and the proprietor.
- The location of all outdoor lighting facilities.
- Front, side and rear yard dimensions.
- The number of parking spaces and layout.
- Method of screening the use from abutting property.
- Designation of the location of firefighting equipment (firefighting equipment is mandatory and shall be subject to the review of the Fire Chief).
- Method and plan for trash removal.
- Plan for managing and placing of sanitary facilities.
- Steps and procedures to address any and all potential public safety concerns.
Note: The City may require additional information in regard to public safety (e.g. hazard analysis, traffic control, and other related planning items depending on the nature and location of the proposed use).
- Duration of temporary use (dates and hours of operation).
- Any other items necessary to conform to current City Ordinances.

I agree to operate in the use in compliance with all applicable ordinances and regulations of City of Auburn Hills, and applicable County, State, and Federal laws and regulations

Applicant's Signature

**CITY OF AUBURN HILLS
HOLD HARMLESS AGREEMENT**

As required for approval _____ hereinafter referred to
(Name of Company)
as _____, agrees to indemnify, defend, and
(Abbreviated Name Form)
hold harmless the City of Auburn Hills, its officers, agents, employees and departments from and against
any and all liabilities, damages, expenses, attorney's fees, causes of action, suits, claims or judgments of
any and every kind and nature arising from or growing out of _____.
(Project/work to be performed)

Further, _____ also agrees to defend the City of Auburn
(Abbreviated Name Form)
Hills and its officers, agents, employees and departments from and against any and all claims or actions
brought or filed against them with respect to the subject project, work, use or even of this Hold Harmless
Agreement and further agrees to pay any and all costs and attorney's fees associated with the defense
of any such claims or causes of actions and _____ shall
(Abbreviated Name Form)
be responsible for any and all damages and/or injury resulting from said use.

In addition, _____ agrees to furnish a certificate of insurance
(Name of Company)
showing proof of insurance as required by the City of Auburn Hills.

Name of Company

Witnesses

Signature: _____

Signature: _____

Date: _____

Date: _____

INSURANCE REQUIREMENTS
CITY OF AUBURN HILLS, MICHIGAN
and/or
CITY OF AUBURN HILLS T.I.F.A., B.R.A., BUILDING AUTHORITY

1. Liability Insurance

An ACORD certificate of insurance, or its equivalent, shall be furnished to the City of Auburn Hills at 1827 North Squirrel Road, Auburn Hills, Michigan 48326 evidencing insurance in force for the duration of and applicable to this contract with an insurance company acceptable to the City of Auburn Hills with a minimum A.M. BEST rating of "A", and the following minimum requirements:

- a. General Liability (affording coverage not less than ISO Commercial General Liability coverage form):
 - I. Check mark indicating occurrence as opposed to claims made form
 - II. Limits of Liability:
\$2,000,000 each occurrence
\$4,000,000 general and products-completed operations aggregates
 - III. Personal Injury
\$2,000,000 aggregate
- b. Automobile Liability:
 - I. Check mark indicating coverage as to any automobile
 - II. Certificate must reflect Michigan "No Fault" PIP and PPI statutory coverages are also afforded
 - III. Limits of Liability: \$2,000,000 combined single limit
- c. Acceptable alternate limits are combinations of primary and excess or umbrella limits to equal not less than those shown in (a) and (b) above.
- d. Description section of ACORD form is to read: *It is understood and agreed that the following shall be additional insured: The City of Auburn Hills, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Building Authority, and their employees, representatives and volunteers. The coverage shall be primary to the additional insured and not contributing with any other insurance or similar protection available to the additional insured. This shall not apply to the contractor's required worker's compensation/employer's liability.*
- e. The Description of Operation section of the Certificate shall also name or describe the project and/or event for which coverage is provided.

2. Owner's and Contractor's Protective Liability

The Contractor shall procure and maintain during the life of the contract Owner's and Contractor's Protective Liability and Insurance in the name of the City of Auburn Hills, in an amount not less than \$2,000,000 per occurrence, and \$4,000,000 aggregate for injuries, including death, to persons and property damage including loss of use thereof. This insurance shall be in an insurance company acceptable to the City of Auburn Hills.