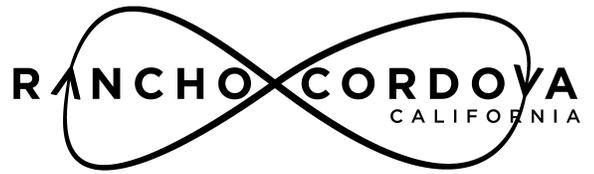


# Temporary Use Permit Application (Non-Event)

Last Revised July 2017



**Temporary Use Permits (TUP):** are issued through the Planning Department and allows for special uses with a determined amount of time.

Submittal Requirements: Submit to Planning Department

Completed Application  
 Project Description

Site Layout (8 1/2 x 11)  
 Letter of Authorization

Temporary Use Permit Application fee \$241.00

## Applicant Information

Business/Subdivision/Shopping Center: \_\_\_\_\_

Address: \_\_\_\_\_

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Days of Operation: \_\_\_\_\_ Hours of Operation: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

## Property Owner Information

Property Owner Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

### APPLICANT CHECKLIST ITEMS:

- 1 Please mark which of the following applies to your submittal.
  - Construction Office Trailer
  - Construction Yards (off-site, in conjunction with an approved construction plan project)
  - Model homes may be authorized before the completion of subdivision improvements
  - A mobile home for temp caretaker quarters during construction of a project with a valid Building Permit
  - Temporary real estate offices, including sales trailers within approved residential subdivision project
  - Temporary Dwellings, including mobile homes, when a primary dwelling is being constructed or remodeled may be permitted, provided a valid building permit has been issued.
    - The temporary dwelling shall be limited to a maximum of one year. Activity must be related to the on-site use and provided all activities shall be conducted within the buildable portion of the lot.
  - Temporary structures (e.g. tents, storage). A Sacramento metro fire permit and/or review is required with the application
- 2 Provide an 8 1/2 x 11 site layout showing the following;
  - Structure location (include labeled streets)
  - Parking spaces; a minimum of one van accessible parking space needs to be provided. (Required for model homes and temporary real estate offices)
- 3 Does this project have a construction plan or administrative approval? Yes: \_\_\_\_\_ No: \_\_\_\_\_

I/we hereby certify that the foregoing information is true and correct and that the buildings or land will not be used for any other purpose than indicated in this application

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Submittal Date: \_\_\_\_\_ Permit No.: \_\_\_\_\_ Received By: \_\_\_\_\_ Fees Paid: \_\_\_\_\_



## Agreement and Representations of Applicant

This Application is not complete, and processing of this Application will not begin, until all initials and signatures are provided by the Applicant and Property Owner:

- 1) Under penalty of perjury, I certify that I am the legal owner(s) (all individual owners must sign as they appear on the deed to the land), corporate officer(s) empowered to sign for the corporation, owner's legal agent, or the owner's authorized representative (Letter of Authorization form). \_\_\_\_\_(Initial)
- 2) Acknowledge and agree that by making this application, I have included all of the required items in hard copy (see submittal checklist). Applicant understands that missing items, inaccurate items, false information, or misleading items or information may delay the processing of the application or a permit revoked upon discovery. \_\_\_\_\_(Initial)
- 3) Government Code Section 65105 states that City staff may enter upon the subject property in the performance of their functions and make site inspections. I hereby grant City staff with such permission. \_\_\_\_\_(Initial)
- 4) Applicant(s) agree to defend, indemnify and hold harmless with Counsel selected by the City of Rancho Cordova ("City") and its agents, officers, consultants, and employees ("City's Agents") from any and all claims, actions, suits, or proceedings against the City or the City's Agents to attack, set aside, void, or annul an approval by the City, or the City's Agents concerning the project (collectively "Claim"). The City shall promptly notify the Applicant of any Claim and the City shall cooperate fully in the defense. Nothing in this paragraph obligates the City to defend any Claim and the City is not required to pay or perform any settlement arising from any such Claim not defended by the City, unless the settlement is approved in writing by the City. \_\_\_\_\_(Initial)

### **Application Covenants, Conditions, and Understandings**

- 5) Applicant(s) acknowledges and agrees that this application is a contract between the Applicant and the City and that all obligations are enforceable against the Applicant regardless of the status or outcome of the Application process. This Application sets forth all covenants, promises, conditions and understandings between the parties and there are no promises, conditions or understandings either oral or in writing between the parties other than as set forth herein. No contemporary or subsequent alteration, amendment, change or addition to this application form shall be binding upon the City unless reduced to writing and signed by the City Manager, or his/her designee and the Applicant. No course of conduct shall be binding upon the City and waiver of one or more provisions or violations shall not be construed as a course of conduct to be relied upon and may not be the basis for any expectation of future waiver or estoppel of that or any provision. \_\_\_\_\_(Initial)
- 6) This Application is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Application, the venue for any legal action shall be with the appropriate court in the County of Sacramento, State of California. Should legal proceedings of any type arise out of this Agreement, the prevailing party shall be entitled to costs, attorney's fees, and legal expenses, including but not limited to expert fees and costs. \_\_\_\_\_(Initial)

### **It Is So Agreed:**

\_\_\_\_\_  
**Applicant Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Property Owner Signature**

\_\_\_\_\_  
**Date**

# CITY OF RANCHO CORDOVA PLANNING

## LETTER OF AUTHORIZATION

This form shall serve to notify the City of Rancho Cordova that I/we am/are the legal owner(s) of the property described in the attached application and do hereby authorize the person/firm shown below to file and represent my/our interest in the application(s) listed below.

### Applicant/Authorized Person:

Name/Business \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_

Type of Applications: \_\_\_\_\_  
\_\_\_\_\_

### Legal Owners:

I we/are the legal owner(s) of the said property; have read the foregoing letter of authorization and know the contents thereof; and do hereby certify that the same is true of my/our own knowledge. I/we certify (or declare) under penalty of perjury under the laws of the State of California that the information contained in the above referenced application(s) is true and correct.

1) Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

2) Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

3) Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

***A letter signed by the property owner(s) may be submitted in lieu of this form.  
The letter must identify the person being authorized to represent the owner(s) and the application(s) being submitted.***