



## INSTRUCTIONS AND APPLICATION PACKET TO OBTAIN A PERMIT FOR APIARY ('BEEKEEPING') ON DISTRICT PREMISES

Questions? Email: [reservations@ebparks.org](mailto:reservations@ebparks.org) or call 1-888-327-2757, option 2

Please read the instructions below and application materials carefully. As the "permittee". It is your responsibility to know the EBRPD guidelines and requirements for holding such a permit. The application and permit are not approved until signed by District representatives.

### **Step 1 – COMPLETE and SUBMIT THE APPLICATION PACKET**

Complete all fields on the application **form**, including required attachments below, and return via email, fax, or mail to the address listed on the application.

- Attach a **map** indicating the proposed location of the beehive(s).
- Attach proof of **registration** with County Agricultural Commissioner (AB 2428).

If requesting to have hives in MULTIPLE parks, you need to fill out separate applications for EACH park as they have different approvers.

### **Step 2 – OBTAIN DEPARTMENTAL APPROVALS**

The Reservations Department will route each application packet for review by Operations and Stewardship. Any conflicts with the proposed location(s) will be reported to the Reservations Department and Permittee. If the proposed location is not approved, the application will be denied. You may submit a new application for an alternate location.

### **Step 3 - PERMITTEE-PARK SUPERVISOR MEETING**

You will be provided with the Park Supervisor contact information when your application is routed. You must contact the Park Supervisor to discuss your application, proposed location, etc.

### **Step 4 – INSURANCE**

Provide General Liability insurance meeting District requirements (see exhibit A), page 9-10.

### **Step 5 – PURCHASE PERMIT**

After the completion of all steps listed above, purchase the Apiary Permit here: <https://anc.apm.activecommunities.com/ebparks>. The permit is \$150.00 per year/location.

### **Step 6 - APPROVED PERMIT ISSUED**

The Reservations Department will send an email with a copy of the approved application(s) and permit to the Permittee, Park Supervisor(s), and Stewardship once all steps are completed.

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**APPLICATION PACKET TO OBTAIN A  
PERMIT FOR APIARY ('BEEKEEPING') ON DISTRICT PREMISES**

Do not fill out this application until tentative approval has been given to do so. See Step 1 in instructions.

<b>Applicant Name:</b>		<b>Date of Birth:</b>	
<b>Business/Organization Name:</b>			
<b>Address:</b>		<b>City:</b>	<b>Zip Code:</b>
<b>Website:</b>	<b>Phone Number:</b>	<b>Email:</b>	
<b>On-Site Contact Person Information (if different than Applicant)</b>			
<b>Name:</b>		<b>Phone Number:</b>	<b>Email:</b>
<b>Park Name:</b>			
<b>Approximate location within park:</b>			
If you wish to apply for more than one location, you will need to submit a separate application for each.			
<b>Are you requesting to drive on non-public roads/trails to access this location?</b>			
<b>Include a PARK MAP that indicates the location and footprint of the hives.</b>			
Maps can be found at: <a href="https://www.ebparks.org/parks/maps/default.htm">https://www.ebparks.org/parks/maps/default.htm</a>			
Permits are issued for a <b>calendar year (January – December)</b> and are reviewed periodically. This allows any changes to the original application or issues to be addressed.			
<b>Anticipated Start Date:</b>		<b>Anticipated End Date:</b>	
<b>Description of Operations (include estimated number of hives, type of equipment used, etc.):</b>			

**Review the Apiary Permit Terms and Conditions below. Sign and date if in agreement and return all pages of this application packet to the Reservations Supervisor via email, fax, or mail.**

### **APIARY PERMIT TERMS AND CONDITIONS**

This Apiary Permit is by and between \_\_\_\_\_ Beekeeper (Permittee) and the East Bay Regional Park District (District) and concerns the use of the Park for the purpose of beekeeping activities. In consideration of Park District permitting use of the park for the purposes set forth in this Apiary Permit, Permittee agrees as follows:

1. **TERM.** This Permit is granted for the following term \_\_\_\_\_. Any holding over after the expiration of the term of this Permit, with the consent of District, shall be construed to be a on a month-to-month basis on the same terms and conditions specified herein so far as applicable. District may terminate any Permit term for any reason with thirty days written notice to Permittee.
2. **USE OF THE PREMISES.** Permittee shall only use the Premises to operate, manage and maintain an apiary upon the terms and conditions of this Permit and for no other purposes. The use will be subject to the following conditions:
  - a. Call and schedule Date and Time of beekeeping activities at least two days prior to arrival.
  - b. Permittee cannot be in the Park on special events and holidays.
  - c. Beekeeping activities will be scheduled only between the hours of 8 am and 5pm, Monday through Sunday, when staff is on duty.
  - d. Park District is not responsible for any personal property left on the site.
  - e. Park District retains the right to cancel the Permittee's use of the Park at any time.
3. **REQUIREMENTS.** This permit is contingent on proof of registration with the appropriate County Agricultural Commissioner as required by the State of California, AB 2468.
4. **FEE.** This Permit is \$150 per location per year.
5. **TAXES.** Permittee shall pay when due all taxes levied on personal property used or maintained upon the Premises and shall pay any possessory or use tax that may be levied in connection with use of the Premises, Permittee agreeing to indemnify and save District harmless from all taxes whatsoever arising out of or in any way connected to the operations conducted by Permittee upon the Premises.
6. **CONDITIONS OF USE**
  - a. **Chemicals.** No pesticides, herbicides or fungicides may be used by Permittee on the Premises that are not approved in writing by District's IPM Manager in advance of proposed use.
  - b. **Storage.** Permittee shall not store food, supplies, equipment, or other items outside of a structure on the Premises, except as specifically approved in writing by District in advance of such storage.
  - c. **Private Vehicles.** Permittee's personnel may drive private vehicles into areas of the Park restricted to non-District vehicles only as required for loading and unloading items used to operate the Premises. Operation of such vehicles shall be subject to regulations established by District from time to time.
  - d. **Fire Protection.** Permittee shall take all necessary precautions to prevent fire in or about the Premises, and Permittee shall carefully observe all rules of District relative to fire prevention. District shall, at its expense, install and maintain such fire prevention and firefighting practices and equipment as may be specified or required by Alameda County or any other agency having jurisdiction to regulate fire prevention measures at the Premises.
  - e. **Hazardous Substances.** No goods, merchandise or material shall be kept, stored, or sold in or on said Premises which are in any way explosive or hazardous; and no offensive or dangerous trade, business, or occupation shall be carried

on therein or thereon, and nothing shall be done on said Premises, other than as is provided for in this contract, including rental boats requiring electric deep cell batteries and charging equipment, and no machinery or apparatus shall be used or operated on said Premises which will in any way injure said Premises or adjacent buildings. Gasoline and other flammable material shall be stored, handled, and used by Permittee as required by present or future regulations and laws.

Permittee represents and warrants to District that Permittee will not generate, store, release or dispose of any hazardous materials on, under or about the Premises in violation of any hazardous substance laws (as defined below). Permittee shall hold District harmless from any costs, losses, claims, damages, penalties, and liabilities arising from Permittee's generation, storage, release, or disposal of any hazardous materials on or about the Premises. The provisions of this section will survive the expiration or termination of this Permit.

For purposes of this Permit the term "Hazardous Materials" includes, but is not limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et. seq.; and those substances defined as hazardous, toxic, hazardous wastes, toxic wastes, or as hazardous or toxic substances, including but not limited to petroleum and petroleum by-products, by any law or statute now or after this date in effect in California; and in the regulations adopted and publications promulgated pursuant to those laws (all collectively "hazardous substance laws").

**7. PROTECTION OF PARK AND GENERAL PUBLIC USE.** It is recognized by Permittee that the Premises is within a Regional Park, operated and maintained by the Park District, as an essential part of its system for furnishing park and recreation opportunities for the inhabitants of the Park District. Permittee agrees to cooperate with the District to protect lands of the District from destruction by erosion, fire or improper use, and to protect the flora and fauna within the Park, as well as the area assigned to Permittee and to protect the public at all times from hazards.

All Permittee-sponsored activities and participating individuals are subject to the provisions of the East Bay Regional Park District's Ordinance No. 38 and Permittee agrees to abide by all rules and regulations therein. Accidents that occur on the Premises must be reported to the Park Supervisor and Public Safety within 24 hours.

Permittee is granted authority to develop, administer and regulate the activities of trainees and others using the Premises pursuant to posted rules and regulations governing use of the Premises. All such rules and regulations must be approved in advance in writing by the District's General Manager and shall not conflict with District Board policy and other rules and regulations established by District. District ordinances and rules and regulations shall take precedence.

Permittee shall comply with all federal, state, and local laws and regulations applicable to the performance of the work contemplated under this Permit. Permittee's failure to comply with such law(s) or regulation(s) shall constitute a breach of this Permit.

In the case of abuse of the facility or unsafe actions on the part of any person(s), Permittee shall courteously and respectfully point out such abuse or unsafe action and request that such person(s) refrain from so doing. Should such action persist or in the case of any dispute, the matter shall be promptly referred to the Supervisor of the Park or, in case of present danger, to a District Police Officer.

While District shall provide the normal level of public safety services to the Premises that it supplies to the adjacent and other District areas, Permittee shall be responsible for maintaining an orderly operation, protecting visitors on the Premises, and providing emergency response in the event of accident or fire, including first-aid assistance on the Premises. Permittee agrees to use all reasonable efforts to notify District's Public Safety Department in the event of emergencies or other significant disturbances.

**8. INDEMNITY.** The Permittee shall defend, indemnify, and hold Park District, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or

damages arising out of Permittee's use of the Park or the performance of this Permit, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Permittee, its officers, agents, or employees.

**9. INSURANCE.** Permittee ("Contractor") will have and maintain the policies set forth in Attachment A, Insurance Requirements, attached hereto and incorporated herein by reference. Contractor must provide all insurance coverage, certificates and endorsements required by this Permit before the Park District will execute this Permit. The insurance coverage must be kept current during all terms of this Permit. All policies, endorsements, certificates, and/or binders will be subject to approval by Park District as to form and content. These requirements are subject to amendment or waiver only if approved in writing by the Park District. A lapse in any required insurance coverage during this Permit will be a breach of this Permit.

**10. DEFAULT.** District may terminate this Permit for default by Permittee of any of the provisions hereof, if, after written notice of violation of the Permit, Permittee has not taken positive action to correct such violation or default within thirty (30) days. The occurrence of any one or more of the following events shall constitute a material default of this Permit by Permittee:

- a. The abandonment, vacation, or discontinuance of operations on the premises for more than thirty days.
- b. The failure of Permittee to make any payment of Permit fees or any other payment required to be made by Permittee hereunder, upon ten days written notice from District of non-payment.
- c. The interest of Permittee in the Permit is assigned, transferred, passes to, or devolves upon, by operation of law or otherwise, to any other person, firm, or corporation.
- d. The failure of Permittee to operate in the manner required by this Permit, where such failure continues for more than thirty (30) days after written notice from the District to correct the condition specified, or to initiate measures within thirty (30) days to correct the condition if such condition cannot be reasonably resolved within thirty (30) days and if diligently pursued to an acceptable solution.
- e. The failure to maintain the Premises in a state required by this Permit, and in a clean, sanitary, safe condition, where such failure continues for more than thirty days after written notice from the District for correction thereof, or to initiate measures within thirty (30) days to correct the condition if such condition cannot be reasonably resolved within thirty (30) days and if diligently pursued to an acceptable solution.
- f. Deterioration of service for any period which materially and adversely affects the operation or service required to be performed by Permittee under the Permit which is not corrected within thirty days after written notice from the District for correction thereof, or to initiate measures within thirty (30) days to correct the condition if such condition cannot be reasonably resolved within thirty (30) days and if diligently pursued to an acceptable solution; and the failure to maintain service standards thereafter.
- g. The failure of Permittee to keep, observe and perform all other promises, covenants, conditions and Permits set forth in this Permit including compliance with local, state and federal law, where such failure continues for more than thirty days, or to initiate measures within thirty (30) days to correct the condition if such condition cannot be reasonably resolved within thirty (30) days and if diligently pursued to an acceptable solution after written notice from the District for correction thereof.
- h. Permittee's material misrepresentation of facts in its required forms, documents, and submittals required as part of this Permit or in the submittals in the solicitation and selection of Permittee to perform the services under this Permit.

**11. REMEDIES.** In the event of a material default by Permittee, District may:

- a. Terminate this Permit in which case Permittee shall immediately surrender possession of the Premises to District.

b. Take possession of the Premises as the agent and on account of Permittee, and if it so elects may Permit or rent the whole or any part of the Premises for the balance or any part of the term of this Permit and retain any Permit fees received and apply the same in payment on account of Permittee. The performance of any or all said acts by District shall not release Permittee from the full and strict compliance with all the terms, conditions and covenants of this Permit on Permittee’s part and Permittee shall pay any deficiency that may exist after deducting any Permit fees received, if any.

c. Recurring failure to make on-time payments will result in the exclusion of the Permittee from all future prospects with the District.

d. It is understood that the remedies herein provided for District in case of a violation of the terms of this Permit by Permittee are not exclusive but are in addition to the remedies provided by law or at equity, and any of which remedies District shall have the right to use at its option.

**12. ASSIGNMENT AND SUBLETTING.** Permittee shall not voluntarily or by operation of law assign, transfer, sublet, or otherwise transfer or encumber all or any part of Permittee's interest in the Permit or in the Premises.

**IN WITNESS WHEREOF the parties have executed this Permit effective the date above first written.**

**EAST BAY REGIONAL PARK DISTRICT APPROVED AS TO FORM**

By: \_\_\_\_\_  
**AGM of Operations**

By: \_\_\_\_\_  
**General Counsel**

Date: \_\_\_\_\_

**PERMITTEE**

By: \_\_\_\_\_  
**Permittee Signature**

Date: \_\_\_\_\_

**ADDITIONAL APPROVALS (to be completed by District Staff)**

Please note any conflicts or concerns in the “Comments” section below. The Reservations Supervisor will send you a copy of the final permit once the process is complete.

<b>Operations/Stewardship Staff</b>	<b>Printed Name and Park Site</b>	<b>Signature and Date</b>
<b>Park Supervisor</b>		
<b>Unit Manager</b>		
<b>Chief of Park Operations</b>		
<b>Chief of Stewardship</b>		
<b>Risk Department (Insurance)</b>		
<b>Reservations Department</b>		

**COMMENTS:**



## **EXHIBIT A: INSURANCE REQUIREMENTS**

Beekeeper is required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Beekeeper, his/her agents, representatives, employees, or subcontractors.

Coverage will be at least as broad as:

- A. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit will apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit will be twice the required occurrence limit.
- B. Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Beekeeper has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- C. Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and will be entitled to the broader coverage and/or higher limits maintained by the contractor.

### **I. OTHER INSURANCE REQUIREMENTS**

#### **A. The insurance policies are to contain, or be endorsed to contain, the following provisions:**

##### **1. Additional Insured Status**

The District, its officers, directors, officials, agents, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Beekeeper including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Beekeeper’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

##### **2. Primary Coverage**

For any claims related to this contract, the Beekeeper’s insurance coverage will be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, directors, officials, agents, employees, or volunteers will be excess of the Beekeeper’s insurance and will not contribute with it.

##### **3. Notice of Cancellation**

Each of the above policies must contain a provision that the policy will not be cancelled, or the terms or conditions thereof materially changed without thirty (30) days’ prior written notice to District. No cancellation

provision in any insurance policy will be construed in derogation of the continuous duty of Beekeeper to furnish the required insurance during the term of this Permit.

**4. Waiver of Subrogation**

Beekeeper hereby grants to District a waiver of any right to subrogation which any insurer of said Beekeeper may acquire against the District by virtue of the payment of any loss under such insurance. Beekeeper agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

**B. Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the District. The District may require the Beekeeper to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

**C. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

**D. Verification of Coverage**

Beekeeper will furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning will not waive the Beekeeper's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**E. Special Risks or Circumstances**

District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. The Reservations Supervisor shall forward the Certificate of Insurance to the Risk Department for insurance clearance.