



**CITY OF VISTA
BREngle TERRACE PARK
Prescreening Application
Temporary Cannabis Event**

(Established October 22, 2024)

Prescreening Application No. _____ (This no. is assigned by Staff)

Cannabis Event Organizer (Applicant): _____
Mailing Address: _____ City _____ State _____ Zip _____
Telephone: _____ Email: _____

(For Alta Vista Garden applications) Approval of City Lessee: _____

1. Provide the name of the organization(s) and principals within the organization applying for the Prescreening Application:

2. Applicants for a Temporary Cannabis Event at Brengle Terrace Park shall submit a prescreening application to the City Manager, or designee, no more than eighteen (18) months and no less than ninety (90) calendar days before the first day of the event. Complete prescreening applications shall be approved by the City on a first come, first served basis.

- Date Submitted: _____
- Event Dates: _____

3. I/We the undersigned request that a temporary cannabis event be approved between the hours of _____ to _____ from (date) _____, to and including (date) _____, at Brengle Terrace Park.

4. Any person applying for a temporary cannabis event at Brengle Terrace Park must provide:
- Copy of City of Vista Business License (at time of prescreening application)
Yes _____ No _____
 - Copy of State Cannabis Event Organizer License (at time of prescreening application)
Yes _____ No _____
 - Copy of State Temporary Cannabis Event License (must provide prior to event)
Yes _____ No _____

5. Attach a map showing the area in Brengle Terrace Park where the event will be held.

(For all responses you may attach additional sheets if needed)

6. Provide a description of the Temporary Cannabis Event:

7. Provide an estimate of the number of persons expected to attend this event, all vendors who are anticipated to operate at the event, and a description of all security personnel and arrangements that are scheduled for the event:

8. Provide a description of the parking arrangements for the event, including a designated ride share area:

9. The estimated times that the temporary cannabis event will start and terminate, including the assembly and disassembly involving the use of public property:

10. The number and kind of vehicles, musical instruments, sound units, and any other equipment that produces sound or noise during the temporary cannabis event, and whether amplified sound is proposed:

11. A description of arrangements that have been made for certified medical technician (EMT) services, if on-site consumption of cannabis goods will occur during the event:

12. Provide a certificate of insurance naming the City as additional insured, in an amount as specified by the City but in no event below \$2,000,000.

13. Provide a fully refundable cleaning deposit in the amount set by resolution of the City Council.

14. A nonrefundable processing fee shall be paid prior to the acceptance of any prescreening application for a temporary cannabis event at Brengle Terrace Park.

Office Use Only

15. Up to two temporary cannabis events may be conducted at Brengle Terrace Park per calendar year. Total number of events conducted at Brengle Terrace Park per year (current calendar year): _____

Dates of Previous Events:

- Event #1: _____
- Event #2: _____

Printed Name of Applicant

Signature of Applicant

Date

City Manager approval

Date

NOTICE TO APPLICANT

Revenue Sharing License Agreement Requirement

After City approval of the prescreening application, and prior to the Temporary Cannabis Event, the applicant shall enter into a license agreement with the City, in a form prescribed by the City Manager and the City Attorney. Applicant's failure to timely execute a license agreement allows the City to consider the next in time, complete prescreening application for a Temporary Cannabis Event. "Timely execute" shall mean execution of a City-approved license agreement within ten business days, unless the applicant and the City Manager agree on a different timeline.

The Revenue Sharing License Agreement shall incorporate the below requirements and any further conditions the City Manager deems to be in the best interests of the City:

1. The temporary cannabis event duration shall be limited to a single day or two (2) consecutive days, except not on City holidays.
2. Cannabis consumption cannot be visible from any public place outside the designated Brengle Terrace Park event area or nonage-restricted area.
3. Access to the temporary cannabis event must be restricted to persons 21 years of age or older.
4. Sale or consumption of alcohol or tobacco is prohibited on the premises of a temporary cannabis event.
5. All Cannabis Goods authorized to be sold at a temporary cannabis event must be transported to and from the event by a licensed distributor.
6. Consumption must be expressly authorized in the state temporary cannabis event license, otherwise only the sale of cannabis goods by licensed retailers at the event is permitted. If consumption is permitted, it shall only occur in a designated area and an on-site certified emergency medical technician (EMT) must be provided for the duration of the event.
7. Only state-licensed cannabis retailers are authorized to conduct sales of cannabis goods at a temporary cannabis event. Retailers must comply with all state law requirements authorizing on-site cannabis sales and consumption at temporary cannabis events, including but not limited to:
 - a. Displays of cannabis goods;
 - b. Use of exit packaging;
 - c. Age restrictions on sales;
 - d. Daily sales limits;
 - e. No free samples of cannabis goods;
 - f. Designated sales locations with no mobile sales; and
 - g. Recording sales in the state track and trace system.
8. Any retailer engaging in the sale of cannabis goods must possess a valid City of Vista business license and a commercial adult use cannabis business license in compliance with Vista Municipal Code Chapter 5.95. Such retailers must comply with all required tax provisions of the Municipal Code relating to the sale of cannabis goods in the City.
9. The applicant shall hire or contract for security personnel to provide security services at the temporary cannabis event. The number of required security personnel and hours of security service shall be determined by the City. All security personnel shall be at least 21 years of age, licensed by the Bureau of

Security and Investigative Services, and comply with chapters 11.4 and 11.5 of division 3 of the California Business and Professions Code. At a minimum, security personnel shall be present on the premises of a temporary cannabis event whenever cannabis goods are available for sale or cannabis consumption is allowed.

10. The applicant and their hired personnel must use a driver's license scanner to verify age and authenticate patron IDs prior to providing event access.
11. The applicant shall provide a certificate of insurance naming the City as additional insured, in an amount as specified by the City but in no event below \$2,000,000.
12. The applicant shall defend, indemnify and hold harmless the City, its officers, employees and agents of any and all liability arising out of the actions permitted by such license agreement, and agrees to pay on behalf of the City all claims, damages, judgements, legal and court costs, adjuster fees and attorney fees related thereto.
13. The license agreement shall require payment of a negotiated percentage of gross revenues, a flat fee, a combination of percentage of gross revenues and a flat fee, or any other revenue sharing agreement that the City Manager deems to be in the best interest of the City.
14. All waste from the temporary cannabis event must be disposed of in designated waste receptacles and in accordance with state law.
15. Temporary Cannabis Events must comply with the City's Noise Ordinance.
16. Temporary Cannabis Events are limited to the hours of 9 a.m. to 10 p.m.
17. Temporary Cannabis Events shall provide parking arrangements for the event, including a designated ride share area.
18. The applicant shall agree to bear the costs and compensate the City for incidental costs, including personnel expenses for clean-up and any damage to park property caused by the temporary cannabis event. The applicant shall deposit with the City a sum as a security deposit, as determined from time to time, by resolution of the City Council. If City property is destroyed or damaged by reason of a temporary cannabis event, the City may retain the security deposit as full or partial reimbursement for any such damage.
19. The applicant shall ensure that participants of the temporary cannabis event abide by the rules and regulations of the Vista Municipal Code, state law, and any rules established by the event organizer to govern the event.
20. Authorized City officials may stop the temporary cannabis event at any time that the official determines that the public safety is in jeopardy.
21. The applicant shall ensure the temporary cannabis event does not impair park accessibility for persons with disabilities.
22. At least 30 calendar days prior to the temporary cannabis event, the applicant shall post a notice at Brengle Terrace Park and provide notifications of the event and any associated traffic diversion to all owners of property adjacent to the event location.
23. City code enforcement officers, Sheriff's department officers, or other agents or employees of the City requesting admission to the temporary cannabis event shall be provided unrestricted access.

Revocation of License Agreement

The City Manager may revoke a license agreement for a temporary cannabis event at any time, if he or she determines any of the following:

1. That, as a result of inclement weather, conduct of temporary cannabis event would unreasonably damage Brengle Terrace Park.
2. Grounds exist which would have justified denial of the prescreening application if those grounds had been known at the time of the prescreening application or the implications of those grounds had been fully understood at the time of the prescreening application.
3. The temporary cannabis event will endanger the public health, safety, or welfare because of real or threatened disaster, public calamity, riot, or other emergency that law enforcement officials would be unable to prevent.
4. The applicant has failed to satisfy a condition of the license agreement in advance of the event.