



1815 South Stage Coach Lane • Fallbrook, CA 92028

(760) 728-0889

[FLC@FallbrookLandConservancy.org](mailto:FLC@FallbrookLandConservancy.org)

[www.FallbrookLandConservancy.org](http://www.FallbrookLandConservancy.org)

## Special Use Application and Permit for Visitor or Recreational Events

This application is for the use of Fallbrook Land Conservancy Preserves. For the use of the Palomares House, please refer to the Palomares House Rental Policy.

### About

Fallbrook Land Conservancy (FLC) is a 501c3 non-profit public benefit organization dedicated to protecting open space habitats for the benefit of wildlife and the community. Our commitment is first and foremost to the protection of biological resources on our preserves. Where applicable, compatible recreational uses are allowed. If a group engages in an organized event of any type, whether it is a commercial activity or not, that group also requires a Special Use Permit.

The Special Use Permit is a discretionary permit with will be reviewed by FLC staff to determine if the proposed use is appropriate according. If your application is not approved, the group may alter their proposed use and reapply. FLC reserves the right to deny Special Use Permits for any use, and to revoke permits with or without reason, at any time.

### Requirements

1. Events or activities must comply with FLC's liability insurance policy and with the rules and regulations governing the preserves.
2. Groups or organizations requesting use of FLC preserves or facilities must have a current general liability insurance policy with a minimum coverage limit per occurrence of \$1,000,000 and provide a Certificate of Liability Insurance naming the "Fallbrook Land Conservancy, staff, directors, and assigns" as additionally insured.
3. All groups must sign a provision to indemnify and hold free and harmless FLC, its staff and Board of Directors.
4. All groups using FLC preserves or facilities will maintain lists and contact information of their participants. If requested, these lists will be provided to the FLC.
5. All permittees must abide by all posted rules and other prohibitions included in the Permit.
6. No soil, trees, or other vegetation may be destroyed or removed from FLC managed lands without specific prior written permission from FLC.
7. The permittee shall comply with all federal, state, county, and municipal laws, ordinances, and regulations. FLC is not responsible for ensuring compliance with laws, ordinances, or regulations associated with your event. Should you fail to comply with laws, ordinances, or regulation. FLC reserves the right to bill you for any and all damages associated with your failure to comply.
8. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized FLC representative. The permittee shall fully repair and bear the expense for all damages, other than ordinary wear and tear, to FLC lands, roads and trails caused by the permittee's activities.



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9. The permittee shall be liable for any damage suffered by FLC resulting from or related to use of the permit, including damages to FLC resources and costs of fire suppression.

10. The permittee agrees to not interfere with allowable public use to and upon FLC managed land which are not inconsistent with the intent of the authorization or the management plan for the land.

11. This permit may be revoked or suspended upon breach of any of the conditions herein or at the discretion of the authorized representative. Upon expiration or revocation of this authorization, the permittee shall immediately remove all improvements except those owned by the FLC, and shall restore the site, unless otherwise agreed upon in writing. If the holder fails to remove the improvements, they shall become property of the FLC, but that will not relieve the permittee of liability for the cost of their removal and/or restoration of the site.

12. This permit is a license for the use of FLC managed lands. It does not grant any interest in real property. This permit is not transferable.

13. The permittee, in advertisements, signs, brochures, and like materials, as well as orally, shall not misrepresent in any way, either the accommodation provided, the status of the authorization, or the area covered by it or the vicinity. The fact that the permitted area is located on FLC managed land shall be made readily apparent in all formats of the permittee's brochures and advertising regarding the use and management of the area and authorized facilities. Any use of FLC branding related to the permitted event must be approved by the FLC first.

**Application Fee**

A non-refundable application fee is due with the application. This fee is in addition to any of the Permit fees listed below, should the application be approved.

Non-Profit Organizations or Government\*: \$50.00

For-Profit Entities: \$85.00

\*All applicants claiming non-profit status must submit a copy of the entity's IRS Determination Letter.

**Fee Schedule**

Should your application be approved, the following fee(s) are required to be paid prior to your event/activity.

	Non-Profit Organization*	For-Profit Entity
Day Use Hike, >4 hours	\$250	\$350
Day Use Hike, <4 hours	\$125	\$250
Annual Photographer Permit		\$250
Annual Trainer/Group Exercise Permit		\$375



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## Definitions

Day Use Hike, >4 hours: For one-time organized hikes or races lasting more than four hours.

Day Use Hike, <4 hours: For one-time organized hikes or races lasting less than four hours.

Annual Photographer Permit: For all photographers taking group, family, individual, or landscape photographs on FLC Preserves for for-profit purposes.

Annual Trainer/Group Exercise Permit: For all personal trainers, gyms, or other organized exercise groups conducted on behalf of a for-profit entity.

## **Key Deposit**

A refundable key deposit of \$100 is required prior to the issuance of any keys, should they be requested.

## **Prohibited Activities:**

The following activities are prohibited regardless of the type or duration of activity:

1. The use of balloons, glitter, confetti, or other debris may not be used as part of the event/activity.
2. Removal of vegetation is prohibited.
3. Off road vehicles, including e-bikes, are prohibited.
4. Fire, campfires, candles, etc. are prohibited.
5. Pop-ups, tents, canopies, etc. are prohibited except for at the trailhead.
6. No overnight use is allowed.

## **FLC Staff Time:**

FLC staff is generally not available to assist with event planning or setup. If you require assistance from FLC staff, please contact us to discuss your needs and the fees associated with staff time.

For Internal Use Only

Permit No:
Contact ID:
Expiration Date:

<b>Fallbrook Land Conservancy (FLC)</b>  <b>SPECIAL- USE APPLICATION &amp; PERMIT FOR VISITOR OR RECREATION EVENTS</b>	FALLBROOK LAND CONSERVANCY		
	DATE RECEIVED	ISSUE DATE	EXPIRATION DATE
	<input type="text"/>	<input type="text"/>	<input type="text"/>

**PART I - APPLICATION**

**1. APPLICANT INFORMATION**

Name of Group:

Name of Contact:

Applicant Address:

Phone:

E-mail Address:

Corporate Tax ID or SSN (if applicable):

**2. DESCRIPTION OF PROPOSED ACTIVITY:**

**3. LOCATION & DESCRIPTION OF FLC LANDS & FACILITIES APPLICANT WOULD LIKE TO USE (INCLUDE MAP IF REQUIRED):**

**4. ESTIMATED NUMBER OF PARTICIPANTS & SPECTATORS FOR PROPOSED ACTIVITY:**

Participants:

Spectators:

**5. STARTING & ENDING DATE & TIME OF PROPOSED ACTIVITY:**

Start:   
Date

Time

End:   
Date

Time

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**6. ESTIMATED REVENUE COLLECTED FOR EVENT:**

Amount:

Type of Fees:

(Include event charges, vendor fees, discounts, sponsorship related fees, gratuities)

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**7. NAME OF PERSON(S) WHO WILL SIGN A SPECIAL-USE AUTHORIZATION ON BEHALF OF THE EVENT:**

I hereby acknowledge that this is an application only, and that the use and occupancy of FLC lands is not authorized until a PERMIT is signed and issued by an authorized FLC representative.

Printed Name:

Signature:

Date:

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Printed Name:

Signature:

Date:

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**PART II – PERMIT**

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1. Use under this permit shall begin on: \_\_\_\_\_ and end on: \_\_\_\_\_

***This permit shall not be extended.***

2. The estimated fee(s) for this permitted use is  ***It shall be paid in advance and is non-refundable.***
3. The permittee is authorized to conduct the following activities and install the following improvements in the permitted area:
4. The permittee shall conduct the authorized activities according to the attached approved plans, specifications and Exhibit(s) . The permittee shall not install any improvements not specifically identified and approved.
5. Events or activities must comply with FLC's liability insurance policy and with the rules and regulations governing the preserves.
6. Groups or organizations requesting use of FLC preserves or facilities must have a current general liability insurance policy with a minimum coverage limit per occurrence of \$1,000,000 and provide a Certificate of Liability Insurance naming the "Fallbrook Land Conservancy, staff, directors, and assigns" as additionally insured.
7. All groups must sign a provision to indemnify and hold free and harmless FLC, its staff and Board of Directors.
8. All groups using FLC preserves or facilities will maintain lists and contact information of their participants. If requested, these lists will be provided to the FLC.
9. All permittees must abide by all posted rules and other prohibitions included in the Permit.
10. No soil, trees, or other vegetation may be destroyed or removed from FLC managed lands without specific prior written permission from FLC.
11. The following are prohibited: The use of balloons, glitter, confetti, or other debris may not be used as part of the event/activity. Removal of vegetation is prohibited. Off road vehicles, including e-bikes, are prohibited. Fire, campfires, candles, etc. are prohibited. Pop-ups, tents, canopies, etc. are prohibited except for at the trailhead. No overnight use is allowed.
12. The permittee shall comply with all federal, state, county, and municipal laws, ordinances, and regulations. FLC is not responsible for ensuring compliance with laws, ordinances, or regulations associated with your event. Should you fail to comply with laws, ordinances, or regulation, FLC reserves the right to bill you for any and all damages associated with your failure to comply.
13. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized FLC representative. The permittee shall fully repair and bear the expense for all damages, other than ordinary wear and tear, to FLC lands, roads and trails caused by the permittee's activities.
14. The permittee shall be liable for any damage suffered by FLC resulting from or related to use of the permit, including damages to FLC resources and costs of fire suppression.
15. The permittee agrees to always permit unrestricted public access to and upon FLC managed land which are not inconsistent with the intent of the authorization.
16. This permit may be revoked or suspended upon breach of any of the conditions herein or at the discretion of the authorized representative. Upon expiration or revocation of this authorization, the permittee shall immediately remove all improvements except those owned by the FLC, and shall restore the site, unless otherwise agreed upon in writing. If the holder fails to remove the improvements, they shall become property of the FLC, but that will not relieve the permittee of liability for the cost of their removal and/or restoration of the site.
17. This permit is a license for the use of FLC managed lands. It does not grant any interest in real property. This permit is not transferable.

18. The permittee, in advertisements, signs, brochures, and like materials, as well as orally, shall not misrepresent in any way, either the accommodation provided, the status of the authorization, or the area covered by it or the vicinity. The fact that the permitted area is located on FLC managed land shall be made readily apparent in all formats of the permittee's brochures and advertising regarding the use and management of the area and authorized facilities. Any use of FLC branding related to the permitted event must be approved by the FLC first.

**This permit is accepted subject to the conditions set forth herein, including any conditions in any exhibits attached to and made part of this authorization.**

**I (permittee) have read and understand the terms and conditions and agree to abide by them.**

By: \_\_\_\_\_

Name and signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

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**Fallbrook Land Conservancy**

Authorization is granted:

By: \_\_\_\_\_

Name and signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

***Holder must have this permit (copy) in possession during authorized activity.***

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**EXHIBIT - A**  
**OPERATING PLAN (mandatory)**

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This form is designed to identify all aspects of an event held on FLC managed lands and will help in developing an event Operating Plan. Depending on the size of your event, some items may not apply. Attach additional pages and/or maps if necessary to complete the information.

This operating plan is hereby incorporated as part of the permit authorization if the proposal is accepted and the application is approved.

1. on site permittee representative:

phone:

e-mail:

2. Date:

3. Description of event:

4. Location (**attach map**):

5. Planned number of participants:

6. Number of spectators anticipated:

7. Duration of event:

8. Notification of adjacent landowners: Yes\_\_\_ No\_\_\_  
List of contacts:

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**FACILITIES**

9. Facilities provided (i.e. tents, canopies, stage, booths, benches, chairs, showers):

10. Provisions for drinking water (quantity, locations, bottled vs. truck):

11. Signing (i.e. route marking, parking, trails, event schedules):

12. Sanitation Plan (i.e. number of toilets, garbage cans, recycle bins):

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**PARKING AND VEHICLES**

*When planning for parking, be aware that one lane must always be open for emergency vehicles.*

13. Amount of parking needed (i.e. number of spaces, acres):



14. Locations (identify on map):

15. Parking attendants and locations used (i.e. parking direction, lot full posting, information):

16. Traffic controls (i.e. one way, signing):

17. Shuttle service (type, when and where used):

18. Will any road closures be needed? (location and duration):

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### CLEANUP

19. Time frame to remove all facilities and garbage after the event (including removal of signs, advertising flagging, route markers):

20. Mitigation plan to rehabilitate resource damage (i.e. closures, revegetation):

21. Time frame to complete mitigation: