



# City of Malibu

23825 Stuart Ranch Road · Malibu, California · 90265-4861  
Phone (310) 456-2489 · Fax (310) 456-3356 · [www.malibucity.org](http://www.malibucity.org)

TUPPC No. \_\_\_\_\_ - \_\_\_\_\_

Received on \_\_\_\_\_

## TEMPORARY USE PERMIT - PLANNING CLEARANCE APPLICATION

(Minor events—less than 100 people—located in commercial and institutional zones only)

To aid the economic recovery of businesses affected by the 2025 Palisades Fire, temporary events in commercial and institutional zones may benefit from relaxed permitting requirements, pursuant to Malibu City Council Urgency Ordinance No. 526U, which expires on May 31, 2026.

Single-day temporary events attracting less than 100 guests may be eligible for a **temporary use permit - planning clearance (TUPPC)**, which shall be submitted in-person at least two days prior to the event. Events may occur in common areas, but not in vacant suites. Events must be open to the general public, but a fee may be charged for entrance. **EPCs** are not appealable. The City of Malibu will not accept incomplete applications.

### GENERAL INFORMATION

EVENT ADDRESS: \_\_\_\_\_ SUITE #: \_\_\_\_\_

PROPERTY OWNER NAME: \_\_\_\_\_

PROPERTY OWNER ADDRESS: \_\_\_\_\_

PROPERTY OWNER PHONE #: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

APPLICANT NAME: \_\_\_\_\_

APPLICANT ADDRESS: \_\_\_\_\_

APPLICANT PHONE #: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

### SUBMITTAL CHECKLIST

1. \_\_\_\_\_ Event Clearance Application  
This form completed and signed by the Applicant and Property Owner.
2. \_\_\_\_\_ Form of Payment (\$124.00):  CHECK # \_\_\_\_\_  CASH  
 CREDIT CARD (2.9% Transaction Fee will apply; 2.9% + \$0.30 for online transactions)
3. \_\_\_\_\_ 8½"x11" Site Plan  
Show lot boundaries, existing building footprints, driveway footprints, on-site parking areas, valet area, shuttle unloading/loading area, existing restrooms, temporary structures, food/beverage service locations, generators, temporary lighting, fires, and event-related gathering areas.
4. \_\_\_\_\_ Parking Plan  
Off-site parking location(s), authorization from parking lot property owner(s), valet/shuttle contract, and a map of the valet/shuttle route.

### EVENT INFORMATION

Event Description \_\_\_\_\_

Date: \_\_\_\_\_ Hours (8 hours maximum): From \_\_\_\_\_ until \_\_\_\_\_

Number of guests expected: \_\_\_\_\_

An admission fee will be charged  The event will be advertised on social media or elsewhere

There will be no music  there will be  indoor  outdoor music from \_\_\_\_\_ until \_\_\_\_\_



## CONDITIONS OF APPROVAL

1. This permit is for an event to take place on (date) \_\_\_\_\_ at (location) \_\_\_\_\_  
\_\_\_\_\_ from \_\_\_\_\_ until \_\_\_\_\_
2. There will be a maximum of \_\_\_\_\_ guests.
3.  There will be no music  
 Music is allowed  indoors  outdoors from \_\_\_\_\_ until \_\_\_\_\_.
4.  Guests will self park  onsite  
 Guest vehicles will be valet parked; vehicles will be received entirely onsite and will be parked: \_\_\_\_\_  
\_\_\_\_\_  
 Other: \_\_\_\_\_
5. Set-up and take-down shall only occur within 24 hours of the event. Materials and supplies related to the event may be delivered to the site more than 24 hours in advance but may not be set up prior to. If the event occurs between Memorial Day weekend and Labor Day, the event including set-up and take-down must be within a period of one day in duration, unless otherwise authorized by the Community Development Director.
6. Event parking shall comply with the approved event parking and/or shuttle plan.
7. Valet services shall comply with valet attendant safety requirements. Valet attendants shall wear high-visibility safety apparel while providing valet services in any public rights-of-way within City limits.
8. There will be no lane closures, obstruction of public streets, parking restrictions or similar encroachments into the public right of way unless required permits are obtained from the City of Malibu Public Works Department.
9. Applicant shall assure that guest vehicles do not at any time block any public or private street or driveway.
10. All noise shall be subject to Chapter 8.24 of the MMC Violation of the Noise Ordinance shall be cause for revocation of the permit and may result in denial of any event permit requested for the subject property in the future.
11. If any agent of the City requests that the noise level be reduced, applicant shall ensure immediate compliance.
12. Noise from this event shall not emanate or interfere with the peace and comfort of the business operators or residences in the vicinity.
13. Noise shall not be plainly audible after 10:00 p.m.
14. Event staff shall ensure that no unnecessary noise is generated during the event, including during the above listed set up and clean up hours.
15. There shall be no outdoors fires, unless a permit is obtained from the Fire Department.
16. Tents (individually or collectively) covering 700 square feet or more, are not permitted unless a permit is obtained from the Fire Department.
17. All trash shall be properly disposed of in a timely manner. Applicant shall provide clearly marked containers for recycling and shall properly dispose of recyclable materials.
18. Must use recyclable and/or compostable food ware/packaging; Prohibited items include plastic shopping bags, polystyrene foam products, and plastic sandbags.
19. Fire Department emergency vehicle access shall be maintained at all times.
20. Applicant shall deposit the sum of \$ \_\_\_\_\_ for the services of \_\_\_\_\_ Los Angeles County Sheriff Deputies from \_\_\_\_\_ to \_\_\_\_\_. If additional law enforcement services are required as a result of this event, the applicant will be billed for additional personnel and equipment costs and agrees to pay all charges within 10 days of receipt of an invoice from the City of Malibu.
21. This approval does not eliminate the need for any required permits from other agencies including, but not limited to, the Los Angeles County Fire Department, Sheriff's Department, Health Department, State of California Department of Alcoholic Beverage Control, and State Fire Marshal.
22. This permit shall be kept on site and produced to any agent or employee of the City of Malibu on request. Applicant shall not deviate from this permit without prior written approval.

23. Applicant, property owner, and successors in interest shall protect, defend, indemnify, and hold harmless the City of Malibu, its officers, employees, and agents from any claim, action, proceeding, liability and costs relating to or concerning the City's actions regarding this event, including without limitation any award of litigation expenses in favor of any person or entity who seeks to challenge the validity of any of the City's actions or decision in connection with this event. The City shall have the sole right to choose its counsel and property owner and / or applicant shall reimburse the City's expenses incurred in its defense of any lawsuit challenging the City's actions concerning this project.

24. Applicant shall post the event notice sign in a publicly visible location onsite for the duration of the event.

25. \_\_\_\_\_  
\_\_\_\_\_

26. \_\_\_\_\_  
\_\_\_\_\_

**Indemnification Clause**

The property owners, and their successors in interest, shall indemnify and defend the City of Malibu and its officers, employees and agents from and against all liability and costs relating to the City's actions concerning this project, including (without limitation) any award of litigation expenses in favor of any person or entity who seeks to challenge the validity of any of the City's actions or decisions in connection with this project. The City shall have the sole right to choose its counsel and property owners shall reimburse the City's expenses incurred in its defense of any lawsuit challenging the City's actions concerning this project.

\_\_\_\_\_  
PROPERTY OWNER SIGNATURE

\_\_\_\_\_  
PROPERTY OWNER NAME (PRINT)

\_\_\_\_\_  
DATE