

Items to be included with this application:

Required Submittals:

- Completed Application (signed by the Applicant)
- Affidavit and Consent of Property Owner
- Statement of Financial Responsibility (signed by the Owner)
- Layout Plan.
- Electronic Copies of all submittal items.

Additional Requirements:

- Estimated Schedule.
- Emergency Response Plan.
- Exit Plan for directional signage.
- Anchor Plan for Tents.

Unified Development Ordinance (UDO) & Building Code Links:

Unified
Development
Ordinance (UDO)



[http://bit.ly/
UDO-2015](http://bit.ly/UDO-2015)

Temporary Use
Standards



[http://bit.ly/
TempUseStds](http://bit.ly/TempUseStds)

Temporary Use
Process



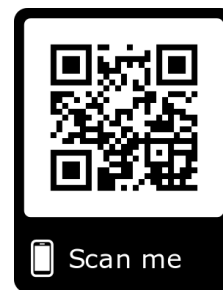
[http://bit.ly/
TempUseProcess](http://bit.ly/TempUseProcess)

2003 International
Residential Code (IRC)



[http://bit.ly/
IRC-2003](http://bit.ly/IRC-2003)

2012 International
Building Code (IBC)



[http://bit.ly/
IBC-2012](http://bit.ly/IBC-2012)

Department of Development Services

TEMPORARY USE PERMIT



61 N. Green Street | Brownsburg, IN 46112

Phone 317-852-1128 | Fax 317-852-1134

www.brownsburg.org

PROJECT NAME:	RECEIVED STAMP
PERMIT #:	
RECEIPT #:	

COMPLETE THE FOLLOWING:

Applicant:	Company:		
	Contact:	Email:	
	Address:	City, State	Zip code:
	Phone #:	Cell #:	Fax #:

Check if the Applicant is the Property Owner.

Property Owner:	Company:		
	Contact:	Email:	
	Address:	City, State	Zip code:
	Phone #:	Cell #:	Fax #:

Check if the Applicant is the Project Contact.

Project Contact:	Company:		
	Contact:	Email:	
	Address:	City, State	Zip code:
	Phone #:	Cell #:	Fax #:

Location & Project Info:	Parcel #:	Estimated Cost:
	Site Address:	Suite #:
Subdivision:	Lot #:	Township:

Project Description:	

Type of Use:	<input type="checkbox"/> Parade	<input type="checkbox"/> Carnival	<input type="checkbox"/> Construction Trailer	<input type="checkbox"/> Fundraising Event	<input type="checkbox"/> Model Home
	<input type="checkbox"/> Tent	<input type="checkbox"/> Parking Lot	<input type="checkbox"/> Roadside Stand	<input type="checkbox"/> Special Temporary Sign	<input type="checkbox"/> Other Event/Use
Area Dimensions:	Length:		Width:		Height:
Time Frame:	Begin: (MM/DD/YYYY)			End: (MM/DD/YYYY)	

Standards for Temporary Use:

- The following standards shall apply to all temporary uses:
1. Adequate access and off-street parking facilities shall be provided which shall not interfere with traffic movement on adjacent streets.
 2. The lot shall be put in clean condition devoid of temporary use remnants upon termination of the temporary period.
 3. The duration of the temporary period is stated for each use; provided, however, renewal of such permit may be requested.
 4. Temporary uses shall be subject to all the regulations of the applicable district.
 5. Outdoor lighting: All areas containing outdoor lighting, including but not limited to, floodlighting, security lighting, or parking lot lighting shall comply with the requirements of section 5.42 LT-01: Lighting Standards in the Brownsburg Unified Development Ordinance.

I affirm, under oath, and under penalties of perjury (I.C. 35-44-2-1), that I have the authority to make the above application, and that all of the information provided herein is shown completely and accurately on the attached plot plan or site plan(s), construction plans, specifications, and any other documentation submitted with this application.

I furthermore acknowledge and affirm that the Temporary Use requested by this application will comply with, and conform to, all applicable laws, ordinances and regulations of the State of Indiana and Town of Brownsburg, and all amendments thereto.

STATE OF _____)
 _____)
 COUNTY OF _____)

SS:

 Signature of Applicant

 Printed Name

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared _____, who acknowledged the execution of the above and foregoing instrument to its voluntary act and deed on the ____ day of _____, 20____.

 Commission Expiration Date

 Notary

 County of Residence

 Printed Name

Office Use Only

Zoning Review By: _____ Date: _____

Approved By: _____ Date: _____

Inspections:

- Life Safety
- Compliance
- Final

Department of Development Services

STATEMENT OF FINANCIAL RESPONSIBILITY WITHIN THE PUBLIC RIGHT-OF-WAY

TEMPORARY USE PERMIT

That I/we _____ after first being duly sworn, depose and say:

That I am/we are the owner(s) (the "Owner") of the Real Estate (the "Property") located at:

_____, Brownsburg, IN 46112.

Parcel Number(s): _____

That I/we understand the following:

1. As the Owner, I/we shall be responsible for repairs or reconstruction for damage, expenses and liabilities to the public right-of-way and/or public infrastructure (e.g. sidewalks, curb and gutter, roads, storm, water and sanitary infrastructure) which arises out of or is resulting directly or indirectly from Owner's (and/or any of Owner's employees, agents, contractors, invitees, licensees, officers, owners, directors, assigns or affiliates) activities associated with this permit, including but not limited to driving or allowing heavy vehicles on the sidewalk. Owner shall be responsible for the repair and/or reconstruction of such damage, expense and liability to the satisfaction of the Town of Brownsburg (the "Town") and paying the costs thereof.
2. In the event that the Owner causes damage to the public right-of-way and/or public infrastructure and fails to comply with the requirements set forth herein, the Town may, at its discretion, take action to correct the condition and recover the costs of doing so using the following procedures:
 - A. Written notice shall be given by the Town to the Owner describing the property involved and the condition to be remedied, requiring the Owner within a reasonable time but not less than fourteen days to take such action as may be necessary or as may be specified to correct the condition, and advising that failure to do so will result in further actions and legal procedures by the Town to require immediate correction of the condition.
 - B. If the condition described in the notice is not corrected within the time limit set by the notice, the Town may take appropriate actions, including but not limited to, whatever actions at law or in equity are necessary or appropriate to correct the condition.
 - C. If the Town takes any corrective action described above, all costs of such action shall be charged to the Owner. Costs shall include but not be limited to labor and material for performance of the work and any repair, administrative and supervisory time, attorneys' fees and costs, and disposal fees. Owner will cooperate with the payment of all fees within 7 days upon receipt of billing from the Town. If costs are not paid by Owner in full within 7 days of receipt of billing from the Town, then the Town will add a penalty of one percent per month to the outstanding balance until the outstanding balance is fully paid by the Owner.

STATE OF _____)

)

SS:

COUNTY OF _____)

Signature of Owner

Print Name

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared _____, who acknowledged the execution of the above and foregoing instrument to its voluntary act and deed on the ____ day of _____, 20____.

Commission Expiration Date

Notary

County of Residence

Printed Name