



PERMIT NO. _____

APPLICATION FOR OUTDOOR DINING PERMIT

1. Name of Applicant (s): _____ Phone: _____

2. Applicant is the ☐ Agent of the property owner ☐ Owner

Note: If the applicant is not the current owner (e.g., property is in escrow), an agency authorization from the current owner is required.

3. Name of all owners, partners, proprietors, principals, etc.: _____

4. Address of Property: _____

5. Assessors Parcel No.: _____

6. Location of Property: _____ Street, between _____
and _____

7. Legal Description of Property: _____

8. Existing Zoning of Property: _____

9. Plans and Drawings: Attach sketches or drawings to clearly show proposed area for outdoor dining and the method to delineate area from adjacent businesses and pedestrian traffic.

10. STATEMENT:

I, _____ declare under penalty of perjury, that I have completed this application and all other documents to the best of my ability, and all statements and documents are true and correct to the best of my knowledge. I also declare under penalty of perjury that I am the legal owner, lessee or authorized agent of the property involved in this application.

Dated

Signed

Address

City and Zip Code

Office Use Only

☐ Site Plan Attached

☐ Agency Authorization Attached

☐ Encroachment Permit Application Attached/Issued

Application: ☐ Approved subject to attached Conditions

☐ Denied

City Planner _____ Date _____

**Sidewalk Dining Permit
Conditions of Approval**

Encroachment Permit

Applications for an outdoor dining permit must be accompanied by an application for an Encroachment Permit and the required fees. The issuance of an encroachment permit for outdoor dining is dependent on the following conditions:

1. Execution of an agreement holding the City harmless against claims from the applicant, patrons of the outdoor dining area, and pedestrians, in a form acceptable to the City Attorney.
2. Applicant's insurance meeting the requirement contained in Section 12.12.030 (Certificate of Insurance) attached, excluding commercial automobile liability. The City shall be listed as additional insured on the endorsement and tied to the permit number to specify location and circumstances;
3. Any other conditions that are considered necessary for public safety or to protect public improvement, as determined through site plan review;
4. Conditions necessary to restore the appearance of the sidewalk to its original condition on termination of use.

Outdoor Dining Permit Conditions

1. No alcohol sales permitted outside the eating establishment.
2. That the outdoor dining area shall be posted with a written notice to customers that the drinking or carrying of an open container of alcohol is prohibited and unlawful outside the building.
3. That no food preparation shall occur outside the building.
4. That the tables shall not be preset with utensils, glasses, napkins, condiments, busing service stations or trash and garbage storage outside the building.
5. That outdoor dining is allowed only during the following times: _____

6. That the sidewalk dining area be limited to the area approved by the Site Plan Review Committee.
7. That a minimum of five feet of sidewalk be kept clear and unimpeded to pedestrian traffic.
8. That the outdoor dining area must be clearly delineated from adjacent businesses and pedestrian traffic utilizing sidewalk striping or other nonpermanent methods.
9. That this permit may be revoked by the City Planner if one or more of these conditions is violated or if the operation of the sidewalk dining area is operated in a manner which constitutes a public nuisance or impedes or restricts the movement of pedestrians past the outdoor dining area.
10. _____

11. _____

12. _____

Approved by: _____ Date: _____

City Planner

12.12.030 Certificate of insurance.

A. Every person, firm, company, corporation, or organization applying for a permit shall file with the engineering department a policy, true copy thereof, or certificate of insurance, accompanied by an endorsement signed by the underwriter or an authorized representative, as evidence that the applicant has obtained and maintains and shall require all of its subcontractors to maintain the following insurance requirements:

1. Comprehensive general liability coverage with limits of not less than one million dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage. Such insurance shall: (a) name city, its appointed and elected officials, officers, employees, and agents as additionally insured; and (b) be primary with respect to any insurance or self-insurance programs maintained by the city; and (c) contain standard cross liability provisions;

2. Commercial automobile liability insurance with a combined single limit of no less than five hundred thousand dollars (\$500,000.00) per occurrence. Applicants whose transportation operations are governed by the public utilities commission shall possess limits as required by the commission.

3. Worker's compensation coverage with statutory limits, and employer's liability insurance with limits of not less than one million dollars (\$1,000,000.00) per accident.

B. The contractor shall agree to indemnify and hold the city and its officers, agents, employees, and assigns, harmless from any liability imposed for injury (as defined by Government Code Section 810.8), whether arising before or after completion of the work hereunder or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of the contractor, or of anyone acting under the contractor's direction or control or on its behalf, in connection with or incident to or arising out of the performance of this work.

C. It is the intent of the parties that the contractor will indemnify, defend, and hold harmless the city and its officers, agents, employees, and assigns from any and all claims, demands, costs, suits, or actions as set forth above, regardless of the existence of passive concurrent negligence, on the part of the city or anyone acting under its direction or control or on its behalf.

D. Franchised public utilities operating under the jurisdiction of the California Public Utilities Commission are exempt from the provisions of this section for work performed by their own forces. (Prior code § 3302)