



TEMPORARY OUTDOOR DINING PERMIT (Public Property or Public Right[s]-of-Way)

Name of applicant: _____

Name of restaurant: _____

Address: _____

Phone number: _____

Days and hours of outdoor dining operation: _____

Submittal Requirements:

- Detailed and accurately dimensioned site plan (8 ½ x 11), identifying:
 - Proposed location of the outdoor seating including the number of proposed tables and any other fixtures such as: chairs, umbrellas, railings, planters, heaters, trash and recycle receptacles, and/or menu board.
 - Location of the curb, adjacent buildings and parking racks, bicycles stalls, light poles, street trees, and any other relevant features of the site.
- Encroachment Agreement and Permit (as applicable)

The undersigned applicant Restaurant seeks a temporary permit to use designated public space (City-owned public property or right(s)-of-way) for temporary outdoor dining. The applicant understands and agrees that the permit, once issued, is subject to the following requirements:

- A. The use public space shall not interfere with vehicular and pedestrian traffic, or access under the Americans with Disabilities Act. _____
- B. Temporary signage may be placed at or near the public spaces designated for outdoor dining purposes. _____
- C. The City reserves the right to determine on a case-by-case basis the suitability and appropriateness of the public space requested by the Restaurant for outdoor dining. _____
- D. No real property right is provided, given, or otherwise conveyed to any person or entity using public property or rights-of-way for outdoor dining purpose. _____

- E. No permanent item or structure shall be installed in association with the temporary outdoor dining.

- F. Temporary fencing or other approved barriers no less than one (1) foot tall and not exceeding three (3) feet tall shall be placed in a safe manner around the outdoor dining area.

- G. Dining tables shall be placed in a manner that observes six-foot (6'-0") social distancing between groups of customers. Customers in the same household dining together are counted as one group and are exempt from this requirement while sitting at the same table(s).

- H. A minimum four (4' 0") foot wide pedestrian path of travel shall be provided and maintained along all pedestrian walkways, including but not limited to those connecting the public right-of-way and/or parking lot to all public building entrances. No outdoor use may obstruct this required pedestrian clearance in any manner, regardless of the width of the sidewalk.

- I. Outdoor furniture shall be attractive and made of high quality, durable materials. Outdoor furniture and fixtures shall be kept in good working and aesthetic condition at all times.

- J. Tables and chairs must be removed and stored indoors during non-business hours.

- K. Outdoor dining areas shall be maintained in a clean condition at all times. Businesses approved to use public property or the public right-of-way for temporary outdoor dining shall be responsible for keeping the designated public property or rights-of-way clear of litter and debris.

- L. The business operator shall be required to provide at least one outdoor trash receptacle and recycling container when the outdoor seating area is in use. The receptacles shall be regularly emptied and shall not be allowed to overflow.

- M. In no event shall outdoor dining be permitted between the hours of 10:00 pm and 8:00 am.

- N. All forms of speaker amplification associated with the outdoor dining provided under this order shall be prohibited.

- O. Temporary signage may be utilized to designate the area used for outdoor dining.

- P. Restaurants shall comply with all applicable State and County laws and regulations

pertaining to outdoor dining (including but not limited to sale and consumption of alcoholic beverages) under this provision.

Q. The applicant Restaurant shall maintain in full force and effect, at its sole cost and expense, Commercial General Liability insurance coverage for claims of bodily injury and property damage liability not less than \$1,000,000 for each occurrence, and shall provide the City with an additional insured endorsement and primary and non-contributory endorsement naming the City of Pittsburg and its officers, agents and employees as additional insured.

R. The applicant Restaurant shall indemnify, protect, defend, save and hold City, its officers, agents, and employees harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of the Restaurant or its officers, employees, volunteers, and agents, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of the Restaurant or its employees, subcontractors, or agents, or by the quality or character of the Restaurant's work. It is understood that the duty of Restaurant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Permit does not relieve Restaurant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply and shall further survive the expiration or termination of this Permit. By execution of this Application, applicant Restaurant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

S. The City reserves the right, in its sole discretion during the pendency of the City local emergency, to terminate or extend any permit issued hereunder, with or without cause. Upon termination of any use permit granted hereunder, the permittee shall return City-owned public property to the condition existing at the time of permit issuance.

T. This permit shall expire five (5) days after the termination of the local emergency.

Applicant:

Property Owner:

Name:

Date:

Name:

Date:

Approved:

Name:

Date: