

City of Carpinteria, California



DEPARTMENT OF PUBLIC WORKS

DOWNTOWN “T” OUTDOOR ENCROACHMENT PERMIT APPLICATION

Encroachment Type: Tables/Chairs Outdoor Displays Umbrellas/Outdoor Furniture
 Planters/Landscaping Other: _____

APPLICANT INFORMATION

Applicant Name: _____

Address: _____

Phone: _____ Email: _____

BUSINESS INFORMATION

Business Name: _____

Business Address: _____

Business Phone: _____ Hours of Operation: _____

Proprietor Name: _____ Phone: _____

Please provide a detailed description of all materials to be placed upon the City sidewalk in the table below. Please use additional sheets if the space provided below is not large enough.

	Type of Material or Item	Location of Item	Dimensions	Number of Items
1				
2				
3				
4				

SITE PLAN/PHOTOGRAPHS

- A detailed site plan on 8 ½" x 11" paper shall be submitted with application. All sidewalk obstructions shall be noted with dimensions clearly shown. Site plan shall show the required clear pathway for pedestrian access and any other requirements set for by the City. *Additional requirements can be found in the "Downtown Encroachment Permit Guidelines."*
- Applicant shall provide photographs of the proposed area and proposed materials/furniture.

CONDITIONS OF APPROVAL

This application for permit to install tables and chairs or other materials, as part of an established restaurant, café or shop along Linden and or Carpinteria Avenue (Downtown "T") in the public right-of-way, is subject to the provisions as required by the City of Carpinteria Municipal Code § 12.08 *Street and Sidewalk Encroachments* and the *Downtown Encroachment Permit Guidelines*.

CLEANUP AND TRASH REMOVAL AGREEMENT

Sidewalk areas adjacent to permitted tables must be kept clean and free of debris at all times. The City empties the street-side trash bins adjacent to downtown businesses multiple times a week. **Businesses with outdoor dining facilities are required to empty street-side trash bins whenever necessary to prevent over flow of trash and debris.** These trash receptacles are provided by the City for public use and are not intended to serve outdoor cafés. **Outdoor dining facilities shall clear all food and related trash to trash receptacle within the business rather than the City trash bins located for public use.**

By obtaining an encroachment permit to use the City sidewalk, you are agreeing to monitor and clean permitted area as necessary. Violations of this agreement may result in administrative warnings/citations from the Code Compliance Division in addition to revocation of permit and forfeiture of all fees.

Initial: _____

The provisions of the foregoing sentence shall not apply in any case where the easement for the facilities was in existence prior to the existence as such of the public right-of-way concerned herein. This includes the following:

- Permittee shall maintain the City public right-of-way clean and free of all trash and litter.
- Permit holders with outdoor dining facilities shall clear tables of trash and/or dishes within 5 minutes of customers exiting the area.
- Permittee agrees to remove/empty trash from nearby City trash receptacles as necessary to prevent over-flow regardless of whose trash it contains.**
- Permittee agrees to not block the public right-of-way with tables and chairs and/or merchandise in compliance with CMC §12.08 *Street and Sidewalk Encroachments* and agrees to maintain the minimum pathway width outlined in this permit at all times.
- Permittee agrees to use only umbrellas that do not contain any advertising, signs or prints.
- Permittee understands that failure to comply with these conditions may result in the termination of approval to use the public right-of-way, and that he/she will not be given a refund.

Permittee understands that any materials placed within the public right-of-way may require a permit and will contact the City prior to installation of any goods or materials in accordance to Carpinteria Municipal Code Chapter 12.

Additional Conditions:

Initial _____

INDEMNIFICATION AND INSURANCE REQUIREMENTS

In consideration of the granting of this annual permit, it is agreed by the applicant that the City of Carpinteria and any officer and/or employee thereof shall be saved harmless by the applicant from any liability and/or responsibility for any accident, loss or damage to persons or property, happening or occurring as the proximate result of any of the action undertaken under the terms of this application and the permit or permits which may be granted in response thereto, and that all of said liabilities are hereby assumed by the applicant. It is further agreed that if any facilities placed in the right-of-way for which this application is granted and approved as a permit, shall become incompatible with future travel by the general public, then the applicant or its assigns or successors will, either remove such facilities in cases where such removal is necessary or in cases where the use thereof has been or is to be abandoned, or in other cases, applicant or its assigns or successors will relocate such facilities at a location designated by the City. **Initial** _____

Applicant shall provide a certificate of insurance with an additional insured endorsement (ISO form CG2012 or equivalent) of not less than one million dollars (\$1,000,000) combined single limit for both bodily injury and property damage naming the City of Carpinteria as an additional insured. The policy or policies shall also contain a provision that no termination, cancellation, or change of coverage for the insured or additional insured shall take effect until ten (10) days notice has been given in writing to the City Clerk of the City of Carpinteria.

PLEASE BE SURE YOUR APPLICATION IS COMPLETE!

Your application must contain the following items to be considered for approval:

- Completed permit application
- Application Fee (\$195/New or Modified, \$120/Renewal)
- Signed Standard Indemnification and Insurance Agreement
- Certificate of Insurance with Additional Insured Endorsement
- Detailed site plan
- Photographs of proposed area and furniture

By signing below, applicant agrees to the above terms and conditions.

Applicant Signature(s): _____ Date: _____

Applicant Printed Name: _____

Business Owner Signature(s): _____ Date: _____

Business Owner Printed Name: _____

OFFICE USE ONLY

FEE PAID: \$ _____ CHECK #: _____ CASH RECEIPT #: _____ DATE: _____

PERMIT ISSUANCE DATE: _____ PERMIT EXPIRATION DATE: _____

REVIEWED BY: _____ DATE: _____
Community Development Department

APPROVED BY: _____ DATE: _____
Director of Public Works/Designee

City of Carpinteria, California



DEPARTMENT OF PUBLIC WORKS

STANDARD INDEMNIFICATION AND INSURANCE AGREEMENT

Encroachment Type(s): Tables and Chairs Sign Planters Display Items

Newsrack Other: _____

Location of Encroachment: _____

Permitted Dates: _____

Indemnification

_____ (*permit holder*), shall defend, indemnify and save harmless the CITY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the or his agents or employees or other independent directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting solely from the negligence or willful misconduct of the CITY.

PERMIT HOLDER shall notify CITY immediately in the event of any accident or injury arising out of or in connection with this Agreement or Permit.

Insurance Requirements

Without limiting the PERMIT HOLDER/APPLICANT indemnification of the CITY, PERMIT HOLDER shall procure the following required insurance coverage at its sole cost and expense. All insurance coverage are to be placed with insurers which (1) have a Best's rating of no less than B+: VIII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the CITY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place PERMIT HOLDER in default. PERMIT HOLDER shall provide a certified copy of any insurance policy to the CITY within ten (10) working days of scheduled event or permit commencement.

General Liability Insurance

The general liability insurance shall include personal injury liability coverage, shall afford coverage for all premises and operations of PERMIT HOLDER and shall include contractual liability coverage for this Agreement between CITY and PERMIT HOLDER. CITY, its officers, employees, and agents shall be named as Additional Insured on any policy. A copy of the endorsement evidencing that the CITY has been added as a named additional insured on the policy, must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Personal injury liability coverage shall also be in the amount of not less than \$1,000,000 per occurrence and aggregate. Said policy or policies shall include severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if the CITY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only." Said policy or policies shall provide that the CITY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

PERMIT HOLDER shall submit to the office of the designated CITY representative certificate(s) of insurance and endorsements documenting the required insurance as specified above, prior to this Agreement becoming effective. Current certificate(s) of insurance shall be maintained at all times in the office of the designated CITY representative, as a condition precedent to any payment by CITY under this Agreement. The approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

A signed copy of this Agreement and copy of proof of insurance shall be submitted to the City of Carpinteria, Department of Public Works, Carpinteria, California, 93013 prior to the placement of any "encroachments" for which permission is requested.

Permittee _____ Date _____

Public Works Director/Designee _____ Date _____