



**APPLICATION  
OUTDOOR DINING/DISPLAY  
Temporary Use of Public Right-of-Way**

Project Address/Location			
Business Name			
Applicant Name			Phone
Applicant Address	City	State	Zip
Applicant E-Mail Address			
Business Owner Name <i>(if different than applicant)</i>			Phone
Business Owner address <i>(if different than applicant)</i>	City	State	Zip
Business Owner E-Mail Address <i>(if different than applicant)</i>			
<b>PROJECT INFORMATION</b>			
<input type="checkbox"/> New Outdoor Dining/Display <input type="checkbox"/> Expansion of Existing Outdoor Dining/Display		<input type="checkbox"/> Pick-up/Drop-off Zone <input type="checkbox"/> Health and Fitness Classes	
<b>*Required Information:</b>			
<input type="checkbox"/> Signed Application form <input type="checkbox"/> Written Description of Proposed Use in the Additional Information Section Below <input type="checkbox"/> Site Plan Drawing and/or Aerial Photo with Proposed Outdoor Dining/Display Area			
<b>Required Before Approval:</b>			
<input type="checkbox"/> Signed Insurance Requirement Form (proof of insurance will be required before approval)			
Additional Information:			
<b>BUSINESS OWNER STATEMENT</b>			
<p><b>Business Owner Consent</b> – I am the owner of record of the business specified in this application and am authorized and empowered to act as an agent on behalf of the owner of record on all matters relating to this application. I declare that the foregoing is true and correct and accept that false or inaccurate owner authorization may invalidate or delay action on this application.</p> <p>The project applicant agrees to defend, indemnify and hold harmless the City, its City Council, its officers, boards, commissions, employees and agents from and against any claim, action, or proceeding brought by a third party to attack, set aside, or void the project approval or any permit authorized for the project, including reimbursing the City its attorney's fees and costs incurred in defense of the project.</p> <p>X _____ DATE _____</p>			
<p>Applications will be reviewed and considered for approval by the Community Development Department following an initial assessment of demand by business owners. City review will emphasize safety, consistency with the Americans with Disabilities Act, maintaining a balance between space for curb side pickup and outdoor dining/display, and parking. Insurance certification is required for activities in the public right-of-way. There is no fee for the application.</p>			

**OFFICE OF THE  
CITY ATTORNEY  
LIVERMORE, CALIFORNIA  
RISK MANAGEMENT DEPARTMENT**

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**OUTDOOR DINING AND MERCHANT DISPLAY USE PERMIT**

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**INSURANCE REQUIREMENTS &  
HOLD HARMLESS AND INDEMNIFICATION**

The permittee agrees to purchase and maintain for the duration of this permit insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Permit by the Permittee, the Permittee's officers, employees, agents, or assigns.

**MINIMUM LIMITS OF INSURANCE:**

Permittee shall maintain limits not less than:

1. Commercial General Liability: \$1,000,000 (One Million dollars) per occurrence for bodily injury, personal injury and property damage.
2. Employer Liability: \$1,000,000 (One Million dollars) per accident for bodily injury or disease.
3. Workers' Compensation statutory to the State of California. A waiver of subrogation is required for the Workers' Compensation insurance.

If Liquor is served, the following is also required:

4. Liquor Liability: \$1,000,000 per occurrence.

**DEDUCTIBLES AND SELF-INSURED RETENTIONS:**

Any deductibles or self-insured retentions must be declared to and approved by the City's Risk Manager.

**OTHER INSURANCE PROVISIONS:**

The general liability policy shall contain and be endorsed to contain the following provisions:

1. The City of Livermore, its officials, employees, agents and designated volunteers are to be covered as insureds as respects: liability arising out of the activities performed by or on behalf of this Permit. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officials, employees, agents or volunteers.
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2. For any claims related to this Permit, the Permittee's insurance shall be primary insurance as respects the City of Livermore, its officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the City of Livermore, its officials, employees, agents and volunteers shall be excess of the Permittee's insurance and shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the Permittee's policies, including breaches of warranties shall not affect coverage provided to the City of Livermore, its officials, employees, agents or volunteers.
4. The Permittee's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorse to state that the coverage shall not be reduced, suspended, voided or canceled except after thirty (30) days written notice by certified mail, return receipt, has been given to the City's Risk Manager.

**ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**VERIFICATION OF COVERAGE:**

Permittee shall furnish to the City's Risk Manager, original Certificate of Insurance and endorsements effecting coverage required by this clause. All certificates and endorsements shall be received and approved before a Permit becomes effective. As an alternative to a Certificate of Insurance and endorsement, the Risk Manager, at his sole discretion, may require certified copies of insurance policies.

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**HOLD HARMLESS AND INDEMNIFICATION**

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Permittee agrees to and shall defend, indemnify and hold the City of Livermore, its officials, employees, agents and volunteers harmless from and against any and all losses, liability, and damage, including reasonable attorney's fees and/or court costs arising out of the performance of this Permit.

Permittee's name - PRINTED \_\_\_\_\_

Permittee's Signature \_\_\_\_\_ Date \_\_\_\_\_