



TEMPORARY COVID-19 OUTDOOR USE PERMIT

Re: Emergency Services Director’s Executive Order Nos. 2020-11, 2020-15

City of Santa Cruz
Dept. of Economic Dev.
337 Locust Street
Santa Cruz, CA 95060
Ph. 831-420- 5150
Email: economicdevelopment@cityofsantacruz.com

Permit No.: _____
Permittee/Business: _____
Site Address/Location: _____
Permit Issuance Date: _____

The City of Santa Cruz (City) grants to _____ (“Permittee”) a Temporary COVID-19 Outdoor Use Permit (“Permit”) on and along that section of the public right-of-way/or private property located adjacent to Permittee’s business or at _____ as shown in **Exhibit 1** [and subject to **Special Conditions of Use in Exhibit 2**] incorporated herein by reference, to be used by Permittee temporarily as an extension of its business operation for the limited use as:
[Retail Area Sit-Down Dining Area Waiting/Queue Area Other _____]
until this Permit expires or is revoked consistent with Emergency Services Director’s Executive Orders Nos. 2020-11, 2020-15.

The designated outdoor area may be used during the regular hours of Permittee’s normal hours of business operation; or between the hours of 8:00 a.m. and 10:00 p.m. daily, if a food service establishment.

This Permit is not assignable to any other party.

Permittee accepts use of the public right-of-way “AS-IS, IN ITS CURRENT CONDITION, WITH ALL FAULTS”. Permittee shall use the designated outdoor area in a clean and safe manner at Permittee's sole expense, and in a manner satisfactory to the Director of Economic Development of the City.

Permittee’s use of the public right-of-way is subject to City’s final authority and City retains the right to use the public right-of-way for maintenance of utilities or other public infrastructure.

Indemnity/Waiver

Permittee shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from any and all losses, claims, liabilities, costs, damages, or expenses (including attorney’s fees and costs) to any person or property arising out of, either directly or indirectly, or in connection with the occupancy, use, and/or accessibility of the outdoor space and to any Permittee’s fixtures or improvements in the public right-of-way or private property in any way related to this Permit by the Permittee, Permittee’s employees, agents, invitees, or any other third party, to the fullest extent permitted by law.

Permittee shall further defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any claim of loss, damages, or liability to Permittee or any other person arising out of or in connection with City's issuance or revocation of this Permit, to the fullest extent permitted by law.

Insurance Requirements

Permittee shall present a Certificate of Insurance along with the necessary endorsements as evidence of maintaining the following insurance requirements prior to any use of the outdoor area pursuant to this Temporary COVID-19 Outdoor Use Permit:

Commercial General Liability insurance policy of \$1 Million per occurrence including products and completed operations, property damage, bodily injury, personal and advertising injury. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. Such insurance shall be **endorsed to name the City, its officers, officials, employees, agents, and volunteers as additional insureds**, and to provide City with prior written notice of cancellation. Such insurance coverage shall be endorsed to be primary coverage as respects City. Any insurance or self-insurance maintained by City shall be excess of the Permittee’s insurance and shall not contribute with it. If Permittee maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or higher limits maintained by permittee.

Permittee shall also maintain a **Workers' Compensation** policy as required by the State of California with Statutory Limits, and **Employer's Liability Insurance** with a policy limit of not less than \$1,000,000 per accident for bodily injury or disease. The Workers' Compensation policy shall be **endorsed with a waiver of subrogation** in favor of the City of Santa Cruz.

Revocation/Expiration of Use of Public Right-of-Way

This Permit shall be revocable by City at any time at the City's sole discretion in the interest of public health, safety and welfare. Within seven days of receiving notice from City of revocation or expiration of this permit, Permittee shall at his/her sole cost and expense, remove all items encroaching on the City's right-of-way or on private property, including but not limited to, any and all improvements installed by Permittee pursuant to this Permit, and shall restore the premises as nearly as practicable to its condition prior to Permittee's use. Permittee shall cease use of the outdoor area as an extension of its business operation or for any other purpose.

Compliance with All Laws and Permit Conditions

Permittee agrees that all activities of Permittee, Permittee's employees, and agents will be carried out in compliance with all applicable federal, state and local laws, including, but not limited to the Americans with Disabilities Act, the City's Executive Orders Nos. 2020-11, 2020-15, the City's Guidelines for Temporary COVID-19 Outdoor Business Operations ("Guidelines"), attached to the application for this Permit, and any additional conditions specified as part of the approval.

Permittee further agrees that Permittee, Permittee's employees, agents and others acting on behalf of Permittee or under Permittee's control will comply with applicable rules and protocols related to public health and safety in response to the COVID-19 pandemic, including but not limited to those issued by the Santa Cruz County Public Health Department and/or by the Center for Disease Control and Prevention. Permittee acknowledges that the City's Guidelines or the conditions of use may be subject to change related to reducing the spread of the COVID-19 virus and agrees to comply with any such changes.

Permittee acknowledges that approval of the California Department of Alcoholic Beverage Control (ABC) is required to provide alcoholic beverage service in the outdoor area.

Permittee acknowledges that the consent of the owner of the private property is required to conduct business in any outdoor space located on private property.

Acknowledgment

Permittee hereby acknowledges that Permittee has read and understands all of the Guidelines and the terms of this Permit. Permittee acknowledges that the undersigned is authorized to sign and accept the terms of this Permit and that the terms of this Permit are legally binding on Permittee, Permittee's heirs, representatives, agents, and successors.

This Permit may be signed in counterparts, which all together shall constitute one and the same original instrument. A scanned, electronic, or other copy of a party's signature shall be legally valid as an original.

_____/_____/_____/_____
(Print Name of Applicant - Permittee) (Signature) (Business Name) (Date)

.....
CONSENT BY OWNER FOR USE OF PRIVATE PROPERTY. The undersigned, as the legal owner or authorized agent of the owner of private property ("Owner") designated for use, as specified above, hereby consents to Permittee's temporary use of the outdoor space on Owner's private property at the specified location, in compliance with the Permit requirements.

_____/_____/_____/_____
(Print Name – Owner of Private Property) (Signature) (Address) (Date)

.....
PERMIT ISSUANCE GRANTED

DATE: _____

CITY OF SANTA CRUZ

BY: _____
Director of Economic Development

This Permit is issued with the following **Special Conditions of Approval**, attached as **Exhibit 2**.