



COVID-19 Temporary Outdoor Business Permit No. _____

SITE ADDRESS: _____

DATE: _____

In consideration for the granting of a **Temporary Outdoor Business Permit** ("Permit") from the **City of Monterey** ("City"), I, _____ ("Permit Holder"), hereby agree to the following conditions:

1. This Permit for conducting business outside shall expire and become void six months from the date of issuance.
2. Prior to any construction activity taking place, Permit Holder shall contact the City for a field inspection of the work to be done. A 24-hour notice shall be given to the City prior to any work activity (831-646-3890).
3. Permit Holder is responsible for making sure that all activities stay within the approved area.
4. Permit Holder agrees that all outdoor seating and/or business activities will comply with the Order, the Americans with Disabilities Act, and Chapter 11B of the California Building Code. Any changes to the layout and/or seating must first be approved by the City's Building Official and be in compliance with any requirements of the Traffic Engineer and Fire Marshal.
5. Tables and Chairs: Movable items, such as tables and chairs, must be removed from the sidewalk or other public right of way area while the business is closed or alternatively secured to the satisfaction of the City of Monterey. All moveable items, including those that have been secured, must be removed at the expiration of this Permit.
6. Maintenance: Permit Holder at its own cost and expense shall maintain the tables, chairs, barriers, improvements, and the sidewalk or other right of way in the permitted area in a safe, clean, neat and attractive manner at all times. Food trays or carts, receptacles for dirty dishes, trays or carts for linen and utensils, and cooking appliances shall not be placed or stored on any portion of the sidewalk. It is the responsibility of the Permit Holder to keep the sidewalk pedestrian zone or other right of way, as designated on the site plan, clear and free of obstructions at all times. The surface of the sidewalk or other right of way for the permitted area shall be swept daily and rinsed out weekly.
7. Permittee agrees to comply with the Governor's Executive Orders, the California Department of Public Health's orders, COVID-19 Industry Guidance criteria, and Monterey County Public Health Department orders.
8. Permittee must ensure that no obstruction is placed in the sidewalk, right of way, or pedestrian path that would reduce the width of the sidewalk or pedestrian path to less than 48 inches, exclusive of the top of the curb.
9. Permittee shall obtain a temporary Alcoholic Beverage Control (ABC) outdoor permit if serving alcohol outdoors.
10. Permittee shall not obstruct the line of sight of any pedestrian, bicycle, or vehicle entering or exiting a property, and shall be established in a manner that maintains safe pedestrian and vehicular movement which may include the placement of physical barriers to protect customers from vehicle traffic.
11. Permittee shall pay the fee established by Resolution No.20-033 to compensate the City for lost parking revenue if the outdoor business eliminates parking revenue from a metered parking space.
12. Insurance: Permit holder shall furnish a Certificate of Insurance showing there is in force the following valid policy showing the Permit Holder as the named insured and showing:
 - (1) Commercial General Liability – a minimum \$1,000,000 combined single limit per occurrence for bodily injury and property damage including products and completed operations; and
 - (2) Workers' Compensation and Employers' Liability: limit of not less than \$1,000,000 per accident as required by the Labor Code of the State of California.

13. Endorsements: Commercial General Liability Certificate must be accompanied by the following endorsements: (1) the City of Monterey, its officers, employees, agents and contractors are named as additional insured; (2) Notice of Cancellation or changes of coverage shall be given to the City of Monterey. The insurance is primary insurance with respect to the City, its officials, employees, agents, and contractors. Any other insurance the City may have shall be considered excess insurance only. Coverage shall also state that the Permit Holder's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
14. Indemnity & Hold Harmless: Permit holder agrees to and shall hold harmless, indemnify, and defend the City and City's officers, employees, contractors, agents and representative from and against any and all causes of action, claims, actions, demands, damages, losses, expenses, or liability, in law or equity, of any kind or nature whatsoever, including without limitation for injury or death to anyone or for any property damage, resulting from or related to any operation or activity undertaken pursuant to this permit. The foregoing hold harmless and indemnity agreement shall apply in all cases regardless of whether there is any negligence or wrongdoing on the part of City, excepting only the sole and willful active misconduct of the City, its officer, employees or agents. Permit holder also agrees that permit holder, its heirs, spouses, guardians, legal representative, and assigns will not make a claim against, or sue, the City of Monterey, its officers, agents or employees for injury, death, or property damage arising from the negligence or other acts by the City of Monterey, its officers, agents or employees, or as a result of acts of third-parties, as a result of activities undertaken pursuant to this permit.
15. Exclusivity: The area under this permit shall be for the exclusive use of the customers, guests, and invitees of Permit Holder during business hours.
16. Transferability: This permit may not be transferred or assigned without the consent of the City.
17. Suspension: City has the right to suspend or prohibit the operating of outdoor seating allowed under this permit at any time because of anticipated or actual problems or conflicts in the use of the sidewalk area. Such problems or conflicts may arise from, but are not limited to, scheduled festivals, parades, marches and similar special events, repairs to the street, sidewalk or other facility, or from demonstrations or emergencies occurring in the area.
18. Revocable: Permit Holder acknowledges that no vested right as to the permitted use of the subject property shall accrue as a result of this limited and temporary approval. Permit Holder understands that this permit does not grant any party any estate or other property right in the sidewalk/permitted area. The City has the right to review, modify, or revoke this permit at any time and for any reason. The City shall give written notice of such revocation and a reasonable time to remove any encroachments. Permit holder agrees to remove any encroachment after said notice and to restore the public property to it prior condition. If Permit Holder fails to do so, the City may do said work, either with its own employees or by private contract, and the Permit holder shall be liable for said costs. Permit Holder shall remove all fixtures, chairs, tables, fencing, bollards, planters and any other item related to or connected to the outdoor seating on the last effective date of this permit. Permit Holder is responsible for restoring the sidewalk to a parking place on the last date of this permit.

Permit Holder (PH):		Property Owner (PO):	
PH Signature:		PO Signature:	
PH address:		PO address:	
PH City/State/Zip:		PO City/State/Zip:	
PH phone:		PO phone:	
PH email:		PO email:	

_____ This permit is approved by the City of Monterey subject to the following conditions:
