



City of Davis  
23 Russell Blvd, Davis, CA. 95616  
Phone: (530) 747-5400  
policeweb@cityofdavis.org

## NO FEE APPLICATION FOR TEMPORARY BUSINESS USE OF PUBLIC SPACE

NAME OF APPLICANT: \_\_\_\_\_

NAME OF BUSINESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ EMAIL \_\_\_\_\_

DAYS AND HOURS OF OUTDOOR OPERATION: \_\_\_\_\_

REQUESTED DURATION OF PERMIT: \_\_\_\_\_, 2020 to \_\_\_\_\_, 2020

PLEASE ATTACH PHOTOGRAPH, DRAWING OR DEPICTION OF PROPOSED LOCATION AND LAYOUT WITH APPLICATION.

The undersigned applicant Business seeks a temporary permit to use designated public space (City-owned public property) for temporary business operations. The applicant understands and agrees that the permit, once issued, is subject to the following requirements:

- A. Use of public space shall not interfere with vehicular and pedestrian traffic, or access under the Americans with Disabilities Act. A minimum 4-foot wide area of the sidewalk shall remain clear for wheelchair access at all times.
- B. Temporary signage maybe placed at or near the public spaces designated for outdoor business operations.
- 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 Business for outdoor business operations.
- D. No permanent item or structure shall be installed on City-owned public property.
- E. Temporary fencing placed in a safe manner around the outdoor business operations area, may be required depending on business location.
- F. Outdoor business operations shall be placed in a manner that observe at least six-foot social distance between groups of customers/clients. Customers/clients in the same household shopping or conducting business together are counted as one group and are exempt from this requirement while seeking business services.

- G. Business shall comply with all applicable State and County laws and regulations pertaining to business operations under this provision.
- H. No real property right is provided, given, or otherwise conveyed to any person or entity using City-owned public property for outdoor business operation purposes. Any such use permitted hereunder shall cease no later than termination of the City local emergency. The City reserves the right, in its sole discretion during the pendency of the City local emergency, to terminate or extend any use temporary permit issued hereunder, with or without cause. Upon termination of any temporary use permit granted hereunder, the permittee shall return City-owned public property to the condition existing at the time of permit issuance.
- I. The applicant Business 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 Davis and its officers, agents and employees as additional insured.
- J. The applicant Business 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 Business 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 business or its employees, subcontractors, or agents, or by the quality or character of the Business's work. It is understood that the duty of Business 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 Business 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 Business acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

The City reserves the right to determine on a case-by-case basis the suitability and appropriateness of the public property requested by the Business.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_