



SIDEWALK CAFE PERMIT CHECKLIST

Application Packet Includes:

- Planning Application Form
- Fee Schedule
- Sample Site Plan
- Sample Endorsement Form
- Hold Harmless Agreement Form
- Guidelines (download from www.redwoodcity.org/pdf/sidewalk_cafe_guidelines.pdf)

Submittals:

- Completed Application Form
- Proof of Business Tax Receipt/Business License *
- ABC License/Conditional Use Permit (if applicable) *
- Site Plan (scaled - i.e. 1/8" = 1'0" - and dimensioned - i.e. 5'0" clearance path)
- Photograph of Furniture
- Sidewalk Café Permit Fee Payment

Insurance Requirements

- Completed Hold Harmless Agreement (review requirements listed) *
- Insurance Endorsement Form
- Insurance Certificate (must name City as additional insured, see Hold Harmless form) *

Additional Submittals for Adjacent Sidewalk Use

- Shared Area ZA Public Hearing (if applicable)

Additional Submittals for Permanent/Semi-permanent Improvements:

- Construction Permit Fee Payment
- Permanent/Semi-permanent Improvements Site Plan
- Construction Permit/Revocable Encroachment Permit
- License Agreement

* annual update required

Community Development – Planning Services

P. O. Box 391, Redwood City, CA 94064
1017 Middlefield Road, Redwood City, CA 94063
(650) 780-7234, FAX (650) 780-0128

www.redwoodcity.org – E-Mail: planning@redwoodcity.org



SIDEWALK CAFÉ PERMIT HOLD HARMLESS AND INSURANCE REQUIREMENTS

SITE ADDRESS: _____

PERMITTEE: _____

PERMIT ISSUED ON: _____

Permittee hereby agrees to indemnify and save harmless the City of Redwood City ("City"), its Council, officers, boards, commissions, agents and employees of and from any and all claims, suits or actions of every name, kind and description which may be brought against City, its Council, officers, boards, commissions, agents, or employees by reason of any injury to or death of any person or damage suffered or sustained by any person or corporation, caused by, or alleged to have been caused by, any act or omission to act, negligent or otherwise, of Permittee, its officers, agents or employees in connection with the use and/or occupancy of the area subject to the Sidewalk Café Permit issued to Permittee (the "Permitted Area").

The duty of Permittee to indemnify and save harmless, as set forth herein, shall include a duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Permittee to indemnify City, its Council, officers, boards, commissions, agents and employees against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

Permittee, at its sole cost and expense, shall acquire and maintain in full force and effect throughout the term of this Agreement Workers' Compensation, employer's liability, and commercial general liability insurance coverage relating to Permittee's use and occupancy of the Permitted Area covering City's risks in form subject to the approval of the City Attorney. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

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<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation Employer's Liability	Statutory minimum. \$1,000,000.00 per accident for bodily injury or disease.
Commercial General Liability	\$1,000,000.00 per occurrence for bodily injury, personal injury and property damage.

Any deductibles or self-insured retentions must be declared to, and approved by City. At the option of City either Permittee's insurer shall reduce or eliminate the deductibles or self-insured retentions with respect to City, its Council, commissions, boards, committees, officers, employees and agents or Permittee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Concurrently with the execution of this Agreement, Permittee shall furnish City with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability insurance coverage, original endorsements:

- a) Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after City shall have received written notification of cancellation or reduction in coverage by certified mail, return receipt requested;
- b) Providing that Permittee'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 (cross liability endorsements);
- c) Naming City, its Council, commissions, boards, committees, officers, employees and agents as additional insured; and
- d) Providing that Permittee's insurance shall be primary insurance relating to Permittee's work hereunder with respect to City, its Council, commissions, boards, committees, officers, employees and Agents, and further providing that any insurance or self-insurance maintained by City for itself, its Council, commissions, boards, committees, officers, employees and agents shall not be excess of Permittee's insurance and shall not be contributory with it."

Dated: _____

Signature _____

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