



TABLES AND CHAIRS PERMIT APPLICATION

By Appointment Only. Please call (510)747-7930
Public Works Department
City Hall West
950 W Mall Square #110, Alameda, CA 94501
www.alamedaca.gov/PWpermits
PWpermits@alamedaca.gov

PERMIT NO. EN _____
(FOR CITY USE ONLY)

COMMERCIAL USAGE INFORMATION

Business Name: _____

Address of Proposed of Sidewalk Usage: _____

Description of Sidewalk Usage: _____

Estimated Start Date: _____ Estimated Completion Date: _____

APPLICANT INFORMATION

APPLICANT NAME: _____

Applicant's Street Address: _____ Phone _____

City, State, Zip: _____ Email: _____

City of Alameda Business License # _____

CONDITIONS (FOR CITY USE ONLY)

1. Applicant shall comply with the most current Outdoor Commercial Usage Conditions available on the City's website.
2. _____
3. _____
4. _____

APPROVAL (FOR CITY USE ONLY)

- ☐ Insurance Certificate / Endorsements approved by Risk Management
- ☐ Proof of permission by adjoining business owner, if adjoining frontage is used.

Date Granted: _____ Permit Expires: _____ BY: _____

TABLES AND CHAIR ENCROACHMENT PERMIT RULES AND REGULATIONS:

Place a checkmark to acknowledge you have read and agree to comply with the permit rules and regulations.

1. **Definition:** A Tables and Chairs Permit is a type of Encroachment Permit with a limited scope of encroachment for the sidewalk only. This permit is issued pursuant to Chapter 22 of the Alameda Municipal Code (AMC).
2. **Acceptance of Provisions:** Commencing any work under this permit shall constitute an acceptance by the Applicant to comply with all local ordinances and state laws relating to commerce, food and beverage service, and any conditions attached to this permit. All work involved is to be done in accordance with standard City of Alameda specifications and City of Alameda practices, all to the satisfaction of the City Engineer.
3. **Revocation:** The City Engineer reserves the rights to revoke and/or modify this Tables and Chairs Encroachment Permit.
4. **Indemnity and Hold Harmless Requirements:** Please see Indemnity and Hold Harmless Agreement.
5. **Insurance and Additional Insured Endorsement Requirements:** Please see Tables and Chairs Encroachment Permit Insurance Agreement.
6. **Applicability:** This permit grants limited encroachment into the sidewalk portion of the right of way for outdoor commercial usage only. This permit does not grant the Applicant the ability to further encroach into the right of way. Any encroachment outside of the sidewalk area within the public right of way will require a standard Encroachment Permit.
7. **Commercial Usage Conditions:** The applicant shall comply with the most current Outdoor Commercial Usage Conditions available on the City's website.
8. **Required Inspections:** Applicant shall notify the Public Works Inspector (510) 747-7930, 2 business days prior to beginning of any work within the street. Inspection of clear paths of travel is mandatory for ensuring pedestrian access and urban runoff.
9. **Site Restoration:** Upon completion of the use of the public right of way, all existing improvements within the project area (e.g. landscaping, irrigation, utilities, concrete, asphalt, drainage, utility boxes, etc.) shall be completely restored to prior condition within five (5) working days of end of usage. Any damage within the public-right-of-way shall be replaced at the permittee's expense to the satisfaction of the City Engineer or his designated agent.
10. **Display of Permit:** This permit shall be kept at the business location where the sidewalk usage occurs. Upon request, the permit must be shown to any representative of the City Engineer or law enforcement officer.
11. **Fees:** Permit fees are determined based on the Applicant's scope of work. Permit fees must be paid prior to issuance of the permit. This permit is subject to the current Master Fee Schedule as adopted by the City Council. The City may assess additional fees for application review and/or inspections. All permit fees are non-refundable.
12. **Term:** This permit is non-transferrable and expires at the end of the calendar year. It is the Applicant's responsibility to reapply for a new Tables and Chairs Encroachment Permit annually.
13. **Permit Inactivity:** Permits and permit applications will expire after 1 year of inactivity.

Applicant hereby certifies that they have read, understood, and shall comply with the rules and regulations set forth in this application (including any additional forms and agreements attached to this application), and that the information provided by Applicant herein is true and correct. If Applicant is an organization, the signatory below warrants that they are authorized to agree to and execute this application on Applicant's behalf.

Applicant (Print Name): _____

Title: _____

Signature: _____

Date: _____



INDEMNITY AND HOLD HARMLESS AGREEMENT

With respect to any Encroachment Permit issued by the City of Alameda pursuant to this application, Applicant agrees to the following terms and conditions:

To the fullest extent permitted by law, Applicant shall indemnify, defend (with counsel acceptable to the City), and hold harmless the City of Alameda, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to any permit issued pursuant to this application or any of Applicant's activities even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Applicant, Applicant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Applicant. Applicant shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this application are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this application.

By the signature below, Applicant agrees that it has read this Indemnity and Hold Harmless Agreement and accepts and agrees to each and every term and condition therein. If Applicant is an organization, the signatory below warrants that they are authorized to agree to and execute this Indemnity and Hold Harmless Agreement on Applicant's behalf.

Applicant (Print Name): _____

Title: _____

Signature: _____

Date: _____



TABLES AND CHAIRS ENCROACHMENT PERMIT INSURANCE AGREEMENT

With respect to any Tables and Chairs Encroachment Permit issued by the City of Alameda pursuant to this application, Applicant agrees to the following terms and conditions:

At the time of or before the issuance of the Tables and Chairs Encroachment Permit, Applicant shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage required herein. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda."

Applicant shall maintain in force at all times during the performance of this Tables and Chairs Encroachment Permit all insurance coverage required herein with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Endorsements naming the City of Alameda, its council, officers, employees, volunteers, boards and commissions as additional insured shall be submitted with the insurance certificates.

Provider shall maintain insurance coverage and limits at least as broad as:

1. **Workers' Compensation:**
Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.
2. **Commercial general liability coverage in the following minimum limits:**
 - Bodily Injury: \$1,000,000 each occurrence
 \$2,000,000 aggregate - all other
 - Property Damage: \$1,000,000 each occurrence
 \$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City of Alameda, its council, officers, employees, volunteers, boards and commissions is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

Additionally, if Applicant sells, serves, or otherwise furnishes alcoholic beverages, Applicant shall maintain liquor liability coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate for both bodily injury and property damage.

For all of the above insurance coverages, an Additional Insured Endorsement naming the City of Alameda, its council, officers, employees, volunteers, boards and commissions is required.

By the signature below, Applicant agrees that it has read this Insurance Agreement and accepts and agrees to each and every term and condition therein. If Applicant is an organization, the signatory below warrants that they are authorized to agree to and execute this Insurance on Applicant's behalf.

Applicant (Print Name): _____

Title: _____

Signature: _____

Date: _____