



# CITY OF MARYSVILLE

526 C STREET  
MARYSVILLE, CALIFORNIA 95901  
www.marysville.ca.us  
530-749-3902

ESTABLISHED 1851

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## TEMPORARY OUTDOOR DINING PERMIT FOR USE OF PUBLIC AND PRIVATE PROPERTY

This permit is required for eating establishments to use public property such as sidewalks or street parking spaces, or private property such as private parking spaces, for outdoor dining purposes. The outdoor dining program is an adaptation of the City's encroachment permit application to specifically allowing temporary usage of City sidewalks and adjacent parking stalls 7 days a week during normal hours of operation. Applicants must comply with the requirements of Exhibit A (Certificate of Liability Insurance), attached hereto and incorporated by reference.

To process an outdoor dining request, please complete the application as follows:

1. **Applicant or Property Owner Name:** \_\_\_\_\_
2. **Name of Business:** \_\_\_\_\_
3. **Address/Location:** \_\_\_\_\_
4. **Address:** \_\_\_\_\_
5. **Telephone:** \_\_\_\_\_ **Email:** \_\_\_\_\_
6. **City of Marysville Business License or Account ID:** \_\_\_\_\_
7. **Site Plan or Top View Diagram showing the following:**
  - a. Distance (feet) between storefront and edge of sidewalk.
  - b. Distance between outdoor dining furniture and edge of sidewalk.
  - c. Minimum four (4) feet wide unobstructed walkway.
  - d. Distance between outdoor dining furniture and traffic lane.

**8. Use of Private Property:**

Private Parking Lot

*ADA parking space(s) must not be used for activity under this permit. A minimum of one (1) pick-up/drop-off customer space must be maintained close to the business entrance.* City of Marysville is willing to assist the business with an ADA evaluation of their outdoor dining plan at your request.

Property Owner Name (print): \_\_\_\_\_

Property Owner Signature: \_\_\_\_\_

**9. Use of Public Property:**

Sidewalk  Street Parking

*ADA parking space(s) must not be used for activity under this permit. A minimum of one (1) pick-up/drop-off customer space must be maintained close to the business entrance.* City of Marysville is willing to assist the business with an ADA evaluation of their outdoor dining plan at your request.

Applicant agrees to defend, indemnify, and hold City and its City Council, officers, officials, employees, agents and representatives (all of the foregoing collectively "Indemnitees") harmless from and against all actual and alleged liability, loss, cost, claims, demands, causes of action, suits, legal or administrative proceedings, penalty, deficiency, fine, damage and expense (including, without limitation, reasonable attorneys' fees and costs of litigation) (all of the foregoing collectively "Claims") resulting from or arising in connection with work performed by Applicant pursuant to this Permit; Claims resulting from or arising in connection with the failure on Applicant part to perform work under this Permit; Claims resulting from or arising in connection with the use of the Project Site or the improvements located thereon by Applicant or Applicant's agents, employees, invitees, contractors or subcontractors; or Claims arising as a result of or in connection with any release of any hazardous material in, on, under or about the Project Site by Applicant, or Applicant's agents, employees, invitees, contractors, or subcontractors, or any other violation of any environmental law by Applicant or Applicant's agents, employees, invitees, contractors or subcontractors. Applicant's indemnification obligations under this Permit do not apply to any Claims caused solely by the gross negligence or willful misconduct of any of the Indemnitees. Applicant's preceding indemnification obligations shall survive the expiration or earlier termination of this Permit.

Applicant shall file and maintain on file with the City evidence of self-insurance or a certificate of insurance demonstrating public liability and property damage insurance coverage of a type and in amounts determined sufficient by the City's Community Development Director. The insurance coverage shall insure the Applicant and the City (i.e., its City Council, officers, agents, officials and employees), against any loss by reason of injuries to, or death of persons, or damages to property arising out of or related to any work performed by the Applicant, its agents or employees performed under this permit, or arising out of the failure on the Applicant's part to perform work under this permit, or arising from or caused by the structures or encroachments placed in, on, under or over the surface of any right-of-way or City property pursuant to this permit. Such insurance shall be primary and provide coverage for all liability assumed by the Applicant for work performed under this permit and shall be provided by the Applicant in minimum amounts as required by the City's Community Development Director.

**Applicant(s) Acceptance of City's Permit Terms and Operational Standards:**

Applicant(s) hereby accepts this permit subject to all terms and conditions set forth in the permit application and attached Operational Standards form, and agree(s) that all of said terms, conditions and provisions shall be binding on Applicant(s), co-owners, heirs, assigns, transferees and successors of interest of every nature.

Applicant(s) Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**---- CITY OF MARYSVILLE STAFF USE ONLY ----**

Evidence of Insurance Provided: Yes  No  N/A

Approved By Community Development Department: \_\_\_\_\_

Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |                |
|--|--|----------------|
| PRODUCER<br><br>Insurance Broker or Company of your Choice | CONTACT NAME: #1 Insurance Broker or Company |                |
|  | PHONE (A/C, No, Ext):                        | FAX (A/C, No): |
| E-MAIL ADDRESS:  |  |                |
| INSURER(S) AFFORDING COVERAGE                              |  | NAIC #         |
| INSURER A:   | Best Insurance Co. Ever                      | 12345          |
| INSURER B:   | World's Best Insurance Company               | 54321          |
| INSURER C:   | Highest Quality Insurance Co.                | 00123          |
| INSURER D:   | Safe Employees are Happy Employees           | 00321          |
| INSURER E:   |  |                |
| INSURER F:   |  |                |

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                    |              |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|--------------|
| A        | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | X         | X        | ABC123        | 01/01/2020              | 01/01/2021              | EACH OCCURRENCE                           | \$ 1,000,000 |
|          |  |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$           |
|          |  |           |          |               |                         |                         | MED EXP (Any one person)                  | \$           |
|          |  |           |          |               |                         |                         | PERSONAL & ADV INJURY                     | \$           |
|          |  |           |          |               |                         |                         | GENERAL AGGREGATE                         | \$ 2,000,000 |
|          |  |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG                    | \$           |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |           |          |               |                         |                         | COMBINED SINGLE LIMIT (accident)          | \$           |
|          |  |           |          |               |                         |                         | BODILY INJURY (Per person)                | \$           |
|          |  |           |          |               |                         |                         | BODILY INJURY (Per accident)              | \$           |
|          |  |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident)            | \$           |
|          |  |           |          |               |                         |                         |   | \$           |
| C        | <b>UMBRELLA LIAB</b><br><b>EXCESS LIAB</b><br>DED:      RETENTION \$   |           |          |               |                         |                         | EACH OCCURRENCE                           | \$           |
|          |  |           |          |               |                         |                         | AGGREGATE                                 | \$           |
|          |  |           |          |               |                         |                         |   | \$           |
| D        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           |          |               |                         |                         | PER STATUTE                               | OTH-ER       |
|          |  |           |          |               |                         |                         | E.L. EACH ACCIDENT                        | \$           |
|          |  |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE                | \$           |
|          |  |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT               | \$           |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City, its Officers, Officials, Employees, and Volunteers are to be covered as additional insureds on the Renters PRIMARY COVERAGE CGL policy with respect to liability arising out of the rental of the facility, work or operations performed by or on behalf of the Renter including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Renter's insurance (at least as broad as ISO Form CG 2010 11/85 or if not available, through the addition of CG 2010 and CG 2037 if a later edition is used). For any claims related to this contract, the Renter's Insurance is primary insurance as respects the City, its Officers, Officials, Employees, and Volunteers. Any insurance or self-insurance maintained by the City will be considered excess.

**CERTIFICATE HOLDER****CANCELLATION**

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| City of Marysville, Inc.<br>526 C Street<br>Marysville, CA 95901 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|  | AUTHORIZED REPRESENTATIVE<br><br>Best Insurance Company  |

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