



Submit to: jkinkade@folsom.ca.us; or in-person at the CDD Planning Counter

APPLICATION FOR TEMPORARY OUTDOOR BUSINESS PERMIT

NAME OF APPLICANT: _____

NAME OF BUSINESS: _____

ADDRESS: _____

PHONE NUMBER: _____ E-MAIL: _____

BUSINESS DESCRIPTION: _____

DAYS AND HOURS OF OUTDOOR OPERATION: _____

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/shared space for temporary outdoor business activities. The applicant understands and agrees that the permit, once issued, is subject to the following requirements:

- A. Except for the designated area, the use of public/shared space shall not interfere with vehicular and pedestrian traffic, or access under the Americans with Disabilities Act.
- B. Temporary signage may be placed at or near the public/shared spaces designated for outdoor business purposes.
- C. The City reserves the right to determine on a case-by-case basis the suitability and appropriateness of the public/shared space requested by the business for outdoor use.
- D. No permanent item or structure may be installed on City-owned public property.
- E. A temporary safety barrier (e.g., temporary fencing, partition, or barricade not exceeding 3 feet tall) shall be placed in a safe manner around the outdoor business area to alert the public that the area is being used by the Permittee for outdoor business activities.
- F. Workstation areas, waiting areas, seating areas and tables, shall be placed in a manner that observe six-foot social distance and/or use impermeable barriers. Customers and employees in the same household (or as specified within approved guidance documents) are counted as one group and are exempt from this requirement.
- G. Business shall comply with all applicable State, County and local laws and regulations pertaining to outdoor businesses (including cleaning protocols and use of face coverings) and maximum

capacities under this provision. The latest COVID-19 industry guidance from the California Department of Public Health (found here: <https://covid19.ca.gov/industry-guidance/>) shall be followed.

- H. No real property right is provided, given, or otherwise conveyed to any person or entity using City-owned public property for outdoor use. Any such use permitted hereunder shall cease upon termination of the local emergency, and the permittee shall return public/shared 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 if using City-owned public property, shall provide the City with an additional insured endorsement and primary and non-contributory endorsement naming the City of Folsom 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 operations. 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/shared property requested by the Business.

Dated: _____

Signature

Fee: NO-FEE PERMIT

Print Name

The Community Development Department intends to process permits within 3 business days.