



EXPANDED TEMPORARY RETAIL/RESTAURANT OPERATIONS ON PUBLIC PROPERTY PERMIT APPLICATION

A completed application must be submitted a **minimum of (10) business days** prior to your proposed start date. **Failure to do so may result in a change to your start date.** The City reserves the right to require supplemental information and may deny any permit due to, but not limited to, an incomplete or incorrect application and lack of qualified insurance.

We are committed to processing your application as quickly as possible. If we are able to provide you with an earlier start date, we will. If you have any questions, please call Special Events Coordinator Allyson Desbaillets at [\(805\) 654-7749](tel:8056547749).

1. FEES:

Should City services be required, such as Police, Fire, Traffic/Streets, Code Enforcement or permit oversight, you will be notified and all additional charges due prior to the issuance of the final permit.

This application and resulting permit reflects your agreed upon and intended use of City property. Any changes to the initial application must be made in a timely manner prior to the issuance of the final permit. Excessive changes and revisions to the permit are subject to additional administrative fees and may result in a change to your permit start date.

2. APPLICANT INFORMATION:

Applicant Name: _____

Address/City/Zip: _____

Business Phone #: _____ Mobile Phone #: _____

Email: _____

3. BUSINESS OWNER INFORMATION:

Business Name: _____

Business Owner Name: _____

Business Address/City/Zip: _____

Business Phone #: _____ Business Owner Mobile Phone #: _____

Email: _____

Business Website: _____

4. NOTIFICATIONS:

Applicant is responsible to notify, in writing, all businesses and private parties within a 700-foot radius of the proposed modified business activities including dates, times, contact name/phone number, street closures, impact to parking, and other potential disruptions prior to submitting this application. Proof of delivery of notifications must be attached with this application.



5. DESCRIPTION OF OPERATIONS:

Describe your proposed expanded temporary retail/restaurant operations on public property (please be specific):

6. BUSINESS HOURS OF OPERATION IN THE EXPANDED AREA:

Proposed Start Date: _____ Proposed End Date: _____

Days/Hours of Operation: (Check all that apply)

- Monday(s) Time **FROM:** _____ am pm **TO:** _____ am pm
- Tuesday(s) Time **FROM:** _____ am pm **TO:** _____ am pm
- Wednesday(s) Time **FROM:** _____ am pm **TO:** _____ am pm
- Thursday(s) Time **FROM:** _____ am pm **TO:** _____ am pm
- Friday(s) Time **FROM:** _____ am pm **TO:** _____ am pm
- Saturday(s) Time **FROM:** _____ am pm **TO:** _____ am pm
- Sunday(s) Time **FROM:** _____ am pm **TO:** _____ am pm

7. SITE MAP:

A detailed map must be submitted with this application. The map must include a diagram of where the following items will be located, including, but not limited to: tables, chairs, equipment, merchandise displays, generators, any cooking, heating, sound or electrical equipment, and **any other items that could create a hazard.**

Note: Applicant is responsible for contacting the Fire Department at [\(805\) 658-4717](tel:8056584717) to coordinate required Fire Inspection services connected with this expanded temporary retail/restaurant operations permit application.

8. STREET CLOSURES/TRAFFIC CONTROL:

- No: street closures **are not** proposed.
- Yes: street closures **are** proposed.

Please list proposed street closures:

Location (A): _____ Time **FROM:** _____ am pm **TO:** _____ am pm

Location (B): _____ Time **FROM:** _____ am pm **TO:** _____ am pm

Location (C): _____ Time **FROM:** _____ am pm **TO:** _____ am pm

Location (D): _____ Time **FROM:** _____ am pm **TO:** _____ am pm



8. STREET CLOSURES/TRAFFIC CONTROL (CONTINUED):

Applicant must submit a professional traffic control plan (10) business days prior to your permit start date. Once submitted, the Ventura Police Department (805) 339-4441 and Public Works Engineering Division (805) 654-7759 will review the traffic control plan in coordination with the Fire Department (805) 658-4717. Modifications to the plan may be required and must be approved by the City prior to the issuance of the final permit.

9. "NO PARKING-TOW AWAY" SIGNAGE:

- No: "No Parking-Tow Away" signs **are not** proposed.
- Yes: "No Parking-Tow Away" signs **are** proposed.

Please list proposed locations for signage:

Location (A): _____ Time **FROM:** _____ am pm **TO:** _____ am pm

Location (B): _____ Time **FROM:** _____ am pm **TO:** _____ am pm

Location (C): _____ Time **FROM:** _____ am pm **TO:** _____ am pm

Location (D): _____ Time **FROM:** _____ am pm **TO:** _____ am pm

Note: Applicant is responsible for posting signage no less than 72 hours prior to the start of the expanded temporary retail/restaurant operations. All signage must be on 12" by 18" cardstock with red letters on white background. Permittee is responsible for completing a **daily verification** that all signage is securely posted in required locations. Any signs that have been removed must be replaced. Once expanded temporary retail/restaurant operations begin, most "No Parking-Tow Away" signs can be removed.

10. CITY PARKING METERS IN THE DOWNTOWN CORE:

- No: using metered spaces **is not** proposed
- Yes: the use of metered parking spaces **is** proposed.

Note: During expanded temporary restaurant/retail operations, fees normally collected for the use of public parking spaces will be suspended for the initial 30-day trial period. **Fee collection will be reassessed and may be re-instituted upon notification to Applicant.** In addition, it is the Applicant's responsibility to post no parking signs as described in the "No Parking-Tow Away" section.

11. FACILITY SERVICES:

Electricity:

- No: we **will not** be using a generator.
- Yes: the use of a generator **is** proposed. List type (including amps): _____

Note: Applicant is responsible for acquiring a Fire Permit for generators over 200 amps.

12. ENVIRONMENTAL SERVICES - TRASH/RECYCLING:

Applicant is responsible for clean-up of all trash, debris, litter, and recyclable materials that may accumulate as a result of the expanded temporary retail/restaurant operations. Applicant is also responsible for hauling all trash and recyclables or contracting with the City's Franchised Hauler, E. J. Harrison & Sons (805) 647-1414 for services. No materials shall be put in City or privately-owned bins without permission.

13. ALCOHOL:

- No: alcohol **is not** proposed.
- Yes: alcohol **is** proposed.

Alcohol on City property is subject to review and approval by the Ventura Police Department. If approved, it is the Applicant's responsibility to obtain appropriate ABC alcohol licenses. Specific requirements relating to the serving and dispensing of alcohol will be outlined in your permit.

Applicant is required to contact the Ventura Police Department's Alcohol Enforcement Officer at (805) 339-4453 a minimum of (10) business days prior to expanded temporary retail/restaurant operations if alcohol is being proposed in operations.

14. BUSINESS ATTESTATION:

Applicants must complete the County of Ventura Business Attestation to operate under the State/County order. **Attestations can be made at:** www.vcreopen.com

- No: a County of Ventura business attestation **has not** been submitted and approved.
- Yes: a County of Ventura business attestation **has** been submitted and approved.

15. INSURANCE AND INDEMNIFICATION AGREEMENT:

Insurance Requirements: Permittee and all businesses owners operating on public property as a part of this EXPANDED TEMPORARY RETAIL/RESTAURANT OPERATIONS ON PUBLIC PROPERTY event shall procure and maintain in full force and effect all of the insurance required by "Attachment A" and submit the Certificate of Insurance, Additional Insured Endorsement, and Primary Noncontributory endorsement, along with a signed Indemnification Agreement ("Attachment B") to the City's Risk Manager for review and approval, prior to engaging in business on public property. The approval shall be communicated to the Permittee by the City's Risk Management Division.

Permittee agrees, as an express condition of CITY's issuing the expanded temporary retail/restaurant operations permit requested by Permittee and as a separate independent covenant to provide the insurance coverage of the type, form, and with the limits set forth in Appendix A, attached hereto and incorporated herein by this reference, that Permittee shall indemnify, defend (at CITY's request and with counsel satisfactory to CITY), and hold CITY harmless from and against any claim, action, damages, costs (including without limitations, attorney's fees), injuries, or liability, arising out of or relating to any negligent act, negligent omission, or wrongful conduct related in any way to Permittee's expanded temporary retail/restaurant operations, including the negligent actions, negligent omissions, or wrongful conduct of its vendors and contractors. In the event the CITY determines that it is necessary to take legal action to enforce any of the provisions of these conditions, and such legal action is taken, the Permittee shall be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the CITY, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the CITY should otherwise agree with Permittee to waive said fees and/or costs or any part thereof. The foregoing shall not apply if the Permittee prevails on every issue in the enforcement proceeding. For purposes of this section "CITY" includes the City of San Buenaventura's officers, officials, employees, agents, representatives, and certified volunteers.

16. APPLICANT ACKNOWLEDGMENT AND AGREEMENT:

I, _____, the authorized representative for this Application ("Applicant") do hereby acknowledge that I have read the terms and conditions of this application; that the terms and conditions are acceptable, that I have the legal authority to bind Applicant to the terms hereof, and Applicant agrees to abide by, comply with, and accept full and complete responsibility therefore.

Authorized Representative: _____

Signature	Date
Printed Name	Title

Attachment A

INSURANCE REQUIREMENTS FOR EXPANDED TEMPORARY RETAIL/RESTAURANT OPERATIONS ON PUBLIC PROPERTY

The City's Risk Manager will determine the Insurance Tier, in "Attachment A", based on the details of the event and its activities.

	TIER I	TIER II	TIER III
	Permittees and High-Risk Participants: NO Alcohol present and up to 1000 attendees	Permittees and High-Risk Participants: Events with Alcohol or 1000+ attendees	Unusual Risks and Exposures to be determined by City's Risk Manager and/or Attendance greater than 10,000 people
COVERAGE TYPES AND LIMITS			
a) Commercial General Liability (CGL)	\$1 million per occurrence AND \$2 million aggregate	\$2 million per occurrence AND \$2 million aggregate if policy is written for a single event OR \$2 million per occurrence AND \$4 million aggregate if policy covers multiple events	\$5 million - \$10 million per occurrence & aggregate at Risk Manager's Discretion
b) Blanket Additional Insured Endorsement	X	X	X
or Additional Insured Endorsement for Premises and Ongoing Operations such as form CG 20 26 04 13 or equivalent on General Liability, Umbrella and Liquor Liability policies	X	X	X
c) Primary and Non-contributory Endorsement on General Liability, Umbrella, and Liquor Liability policies	X	X	X
d) Liquor Liability per occurrence if alcohol is served or sold at event	N/A	\$2 million per occurrence/aggregate at Risk Manager's discretion	up to \$5 million per occurrence/aggregate at Risk Manager's discretion
e) Auto Liability for commercial vehicles on City property (other than a public street)	\$1 million per occurrence	\$1 million per occurrence	\$1 million per occurrence

Additional Requirements:

- Policies must be written by an Insurance Company with an AM Best rating of at least A:VII
- The Description of Operations box on the Certificate of Insurance shall contain this language:
The City of San Buenaventura, its officials, officers, agents, employees and volunteers shall be named as an additional insured under the All Liability policies are Primary and Non-Contributory. 30 day notice of cancellation will be provided to the Certificate Holder.
- The Certificate Holder section of the Certificate of Insurance shall specifically state:
*The City of San Buenaventura, its officers, officials, employees and agents
501 Poli Street
VENTURA, CA 93001*

Attachment B

INSURANCE AND INDEMNIFICATION AGREEMENT FOR BUSINESSES CONDUCTING BUSINESS ON PUBLIC PROPERTY AS A PART OF THE EXPANDED TEMPORARY RETAIL/RESTAURANT OPERATIONS ON PUBLIC PROPERTY PERMIT

Permittee and all businesses operating on public property ("Participants") as a part of this EXPANDED TEMPORARY RETAIL/RESTAURANT OPERATIONS ON PUBLIC PROPERTY permit shall procure and maintain in full force and effect all of the insurance required by "Attachment A" and submit the **Certificate of Insurance, Additional Insured Endorsement, and Primary Noncontributory Endorsement**, along with this signed **Indemnification Agreement ("Attachment B")** to the City's Risk Manager for review and approval, prior to engaging in business on public property. The approval shall be communicated to the Permittee by the City's Risk Management Division.

Participant agrees, as an express condition of CITY's issuing the expanded temporary retail/restaurant operations permit requested by Participant and as a separate independent covenant to provide the insurance coverage of the type, form, and with the limits set forth in Appendix A, attached hereto and incorporated herein by this reference, that Participant shall indemnify, defend (at CITY's request and with counsel satisfactory to CITY), and hold CITY harmless from and against any claim, action, damages, costs (including without limitations, attorney's fees), injuries, or liability, arising out of or relating to any negligent act, negligent omission, or wrongful conduct related in any way to Participant's expanded temporary retail/restaurant operations, including the negligent actions, negligent omissions, or wrongful conduct of its vendors and contractors. In the event the CITY determines that it is necessary to take legal action to enforce any of the provisions of these conditions, and such legal action is taken, the Participant shall be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the CITY, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the CITY should otherwise agree with Participant to waive said fees and/or costs or any part thereof. The foregoing shall not apply if the Participant prevails on every issue in the enforcement proceeding. For purposes of this section "CITY" includes the City of San Buenaventura's officers, officials, employees, agents, representatives, and certified volunteers.

PARTICIPANT ACKNOWLEDGMENT AND AGREEMENT

I, _____, the authorized representative for

(NAME OF BUSINESS) _____

do hereby acknowledge that I have read the terms and conditions of this agreement; that the terms and conditions are acceptable, that I have the legal authority to bind Participant to the terms hereof, and Participant agrees to abide by, comply with, and accept full and complete responsibility therefore.

Authorized Representative: _____
Print Name Date

Authorized Representative: _____
Signature





**EXPANDED TEMPORARY RETAIL/RESTAURANT
OPERATIONS ON PUBLIC PROPERTY
PERMIT REMINDERS**

Please keep this sheet for reference

The following is a partial list of the general expanded temporary retail/restaurant operations Terms and Conditions and is provided for your information only. Additional Terms and Conditions will be outlined on the issued Permit.

Note: It is unlawful for any person to conduct, sponsor, or knowingly participate in any event on or within any City street, sidewalk, parking facility, or other public right-of-way that obstructs or interferes with the normal flow of vehicular or pedestrian traffic or which does not comply with the applicable traffic laws.

Permittee must comply with any and all direction from the Ventura Police Department.

Permittee must allow all property owners and residents, within the barricaded area, vehicle and pedestrian access to their businesses/residences at all times unless otherwise authorized by the permit.

Permittee will be required to supply all signs and traffic control equipment specific to the expanded temporary retail/restaurant operations as detailed in the permit. In addition, Permittee is responsible for the removal of all signs and equipment at the conclusion of the expanded temporary retail/restaurant operations.

Permittee will be required to provide adequate parking, emergency personnel, trash & recycling containers, and restroom facilities based on the size and type of the expanded temporary restaurant/retail operations. Specifications will be listed in the permit.

Permittee shall be held responsible for the return of all public and private property in the immediate vicinity of the venue to the condition existing prior to the expanded temporary retail/restaurant operations and shall be responsible for the clean up of any litter or debris, which may accumulate as a result of the expanded temporary retail/restaurant operations.

Permittee shall promptly report to the Economic Development Division any injuries or property damage that occur directly or indirectly as a result of the permitted expanded temporary retail/restaurant operations.

Permittee shall ensure that all streets closed to vehicle traffic will have emergency vehicle access. This will include a minimum unobstructed width of twenty (20) feet. All fire hydrants, fire sprinkler and/or standpipe system connections are to remain readily visible, accessible and unobstructed. All booths, tables or other objects shall be placed so they may be removed quickly for emergency equipment.

Permittee shall not allow the sale, serving, or consumption of alcoholic beverages on city property in conjunction with the expanded temporary retail/restaurant operations unless authorized by the permit. Alcohol must be served in accordance with ABC specifications.

PERMIT SUBMISSION:

Allyson Desbaillets
Special Events Coordinator
adesbaillets@cityofventura.ca.gov
(805) 654-7749

APPLICATION QUESTIONS:

Cary Glenn
Economic Development Associate
cglenn@cityofventura.ca.gov
(805) 677-3958