



**EXPANDED TEMPORARY RETAIL/RESTAURANT
OPERATIONS ON PRIVATE PROPERTY - DIRECTORS
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.

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

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 AND PROPERTY OWNER APPROVAL:

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. Written approval from property owner permitting the expanded use at the proposed site by the applicant, is required.

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. OWNER AUTHORIZATION:

If parking is displaced, where will parking occur?

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. 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.

11. 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.

12. 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.

13. INDEMNIFICATION AGREEMENT:

Permittee agrees, as an express condition of CITY’s issuing the expanded temporary retail/restaurant operations permit requested by Permittee, 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.

14. 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

15. APPLICATION CHECKLIST:

Please submit the following documents with your signed application:

- Proof of Delivery Notification (item #4)
- Letter of Approval from Property Owner (item #4)
- Site Map (item #7)
- [County of Ventura Business Attestation Form](#) (item #12)
- Signed Insurance Indemnification-Attachment B

Attachment B

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

Participant agrees, as an express condition of CITY's issuing the expanded temporary retail/restaurant operations permit requested by Participant, 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