



**TEMPORARY OUTDOOR  
BUSINESS EXPANSION APPROVAL**  
PRIVATE PROPERTY (DIRECTORS PERMIT)

**Form must be signed by business owner and approving City officials and posted in a visible location on site in a prominent place within the establishment where it will be readily visible to employees and members of the public. A copy of the signed permit shall be made available upon request by a City official.**

**1. APPLICANT INFORMATION:**

Name: \_\_\_\_\_ Mobile Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

**2. BUSINESS INFORMATION:**

**Business Name:** \_\_\_\_\_

Business Address/City/Zip: \_\_\_\_\_

Business Phone #: \_\_\_\_\_ Business Website: \_\_\_\_\_

Business Email: \_\_\_\_\_

**Business Type:**

- Restaurant    Gym/Fitness Class    Nail Salon    Faith-Based    Brewery/Winery  
 Hair Salon/Barber    Personal Services (specify)    Other \_\_\_\_\_

**3. HOURS OF OPERATION:**

MON	TUES	WED	THUR	FRI	SAT	SUN
hours	hours	hours	hours	hours	hours	hours

**4. EQUIPMENT TO BE USED:**

- Canopy/Tent (size: \_\_\_\_\_)    Amplified Music    Electricity    Lighting    Propane Heater

**5. SUPPLEMENTAL MATERIALS:**

**In addition to the application, please submit the following documents with your signed application:**

- |   |  |
|---|--|
| <input type="checkbox"/> Site map   | <input type="checkbox"/> Copy of County of Ventura Business Attestation Form   |
| <input type="checkbox"/> Letter of approval from property owner             | <input type="checkbox"/> Licensed alcohol establishments: if providing alcohol in expanded area, provide ABC COVID-19 Temporary Catering Authorization Application and site map (ABC form 218-CV19 and form 253) |
| <input type="checkbox"/> Copy of letter to surrounding businesses/residents |  |
| <input type="checkbox"/> Indemnity Agreement/Attachment B                   |  |

**By Signing Below, Applicant Agrees To:**

- |   |   |
|---|---|
| 1. Comply with all applicable provisions of the City of Ventura Municipal Code(s) and Emergency Orders and Actions in Response to COVID-19. | 5. Comply with all CA Board of Barbering & Cosmetology Outdoor Services Guidance                |
| 2. Maintain Americans with Disabilities Act accessibility   | 6. Comply with all relevant State licensing regulations and industry guidance                   |
| 3. Follow all Ventura County Department of Public Health order and Environmental Health regulations   | 7. Comply with the California Governor's Executive Order on Actions in Response to COVID-19     |
| 4. Comply with all Cal/OSHA requirements  | 8. Adhere to all existing entitlements in place on the property not otherwise superseded herein |

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

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

**FOR OFFICIAL USE ONLY:**

- |  |  |
|--|--|
| <input type="checkbox"/> Site Plan Approval                | <input type="checkbox"/> ABC / VPD Authorization & Approval  |
| <input type="checkbox"/> Property Owner Permission         | <input type="checkbox"/> Fire Department Inspections (canopy/tent larger than 10x10, generator, or space larger than 400') |
| <input type="checkbox"/> Notification Letter               |  |
| <input type="checkbox"/> Indemnity Agreement /Attachment B |  |
| <input type="checkbox"/> County Attestation Confirmation   |  |

I grant permission to Applicant listed above to temporarily set up their business operations outdoors.

**Approving Official Signature(s)**

\_\_\_\_\_  
*Neda Zayer, Assistant Community Development Director or designee*

\_\_\_\_\_  
Date



**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