

# CITY OF COTATI - ENCROACHMENT PERMIT

## *GENERAL CONDITIONS*

1. This permit shall be kept at the work site and must be shown to any representative of the City on demand.
2. If there are construction activities proposed under this permit, it shall be limited to non-invasive temporary structures, such as Parklets or movable elements only (planters, tables, chairs, etc.).
3. The City Arborist or the Planning Director may review any approved landscape or tree trimming necessary in the public right of way.
4. Permittee shall be responsible for repair of any damage to the City's property caused by construction work or use activity proposed and/or approved under this Permit to DPW satisfaction at Permittee's expense.
5. All elements must be removed from the public right way by two months from the expiration of the City's COVID 19 Emergency Declaration or sooner of terminated by the Permittee, and the area restored to it's prior condition. Any elements permitted under a long term license agreements may remain
6. Any pavement marking and/or legends which are damaged or removed shall be replaced in kind by the Permittee at his/her expense.
7. Area shall be kept clean and maintained during the term of the permit. Permittee is responsible for trash and recyclable receptables, if any, within the area being used.
8. Space heaters of any kind are not allowed underneath a canopy.
9. By signing this permit, Permittee and any associated contractor agree to these general conditions, the attached Code Requirements for Covid-19 Outdoor Displays, Sales and Dining Use.
10. By signing this permit, the Permittee certifies that they have a minimum of \$1 million dollars of general liability insurance
11. By signing the permit, Permittee and any associated contractor agree to the following indemnification language:

Neither City nor any City officers, officials, employees, agents or designated volunteers shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Permittee, or any person or entity acting on the Permittee's behalf, including, without limitation, the agents, employees, contractors or subcontractors of the Permittee. Permittee further agrees to indemnify, hold harmless, and defend with counsel approved by the City, the City and its officers, officials, employees, agents and designated volunteers from any and all claims, demands, causes of action, liability or loss of any sort (including, but not limited to, attorney's fees and costs and fees of litigation) (collectively, "Liability"), because of, or arising out of, acts or omissions of Permittee, its agents, employees, contractors, subcontractors or any others acting pursuant to this Permit, including, without limitation, Liability because of, or arising out of, in whole or in part, the use of the public right of way space, injuries to persons or damages or taking of property resulting from the use of the right of way space, and restoration of the Property and any improvements on the Property. Permittee further agrees to indemnify, hold harmless and defend with counsel approved by the City, the City and its officers, officials, employees, agents and designated volunteers from any and all Liability because of, or arising out of any discharge or other impact on City property caused by Permittee or any person or entity acting on Permittee's behalf or on whose behalf Permittee acted, regardless of whether such discharge or other impact occurred pursuant to or during the time the Permit is in effect, prior to the time the Permit is in effect, or after the time the

Permit is in effect. Acceptance by the City of the restoration of the Property shall not constitute an assumption of any responsibility for any damage or taking covered by this paragraph. The Permittee shall be responsible for all of the Permittee's activities pursuant to the Permit and related restoration, including, without limitation, installation of added features to the space as well as use of the space. City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any aspect of the Permittee's activities pursuant to the Permit or any related restoration of the Property. The rights and obligations that accrue pursuant to this provision shall survive the expiration or termination of the Permit.

Permittee Signature: \_\_\_\_\_ Dated: \_\_\_\_\_