

DOWNTOWN MAIN STREET CLOSURE PROGRAM TEMPORARY USE OF CITY RIGHT-OF-WAY

The City of Pleasanton will temporarily close Main Street to vehicles on certain weekends, to allow for an enhanced pedestrian environment, and offer downtown businesses the opportunity to expand outdoor dining and display areas into the right-of-way while maintaining appropriate social distancing, consistent with activities allowed by the County of Alameda Health Order (Order).

Temporary outdoor dining areas and outdoor displays are permitted, subject to compliance with applicable conditions specified on Page 2 of this agreement. To ensure pedestrian and emergency vehicle access, dining and displays may only occur within defined "Allowed Activity Zones" on Main Street, as generally shown below, for each week the Main Street closure is activated by the City, Fridays 2:00 p.m. to Sundays 8:00 p.m.

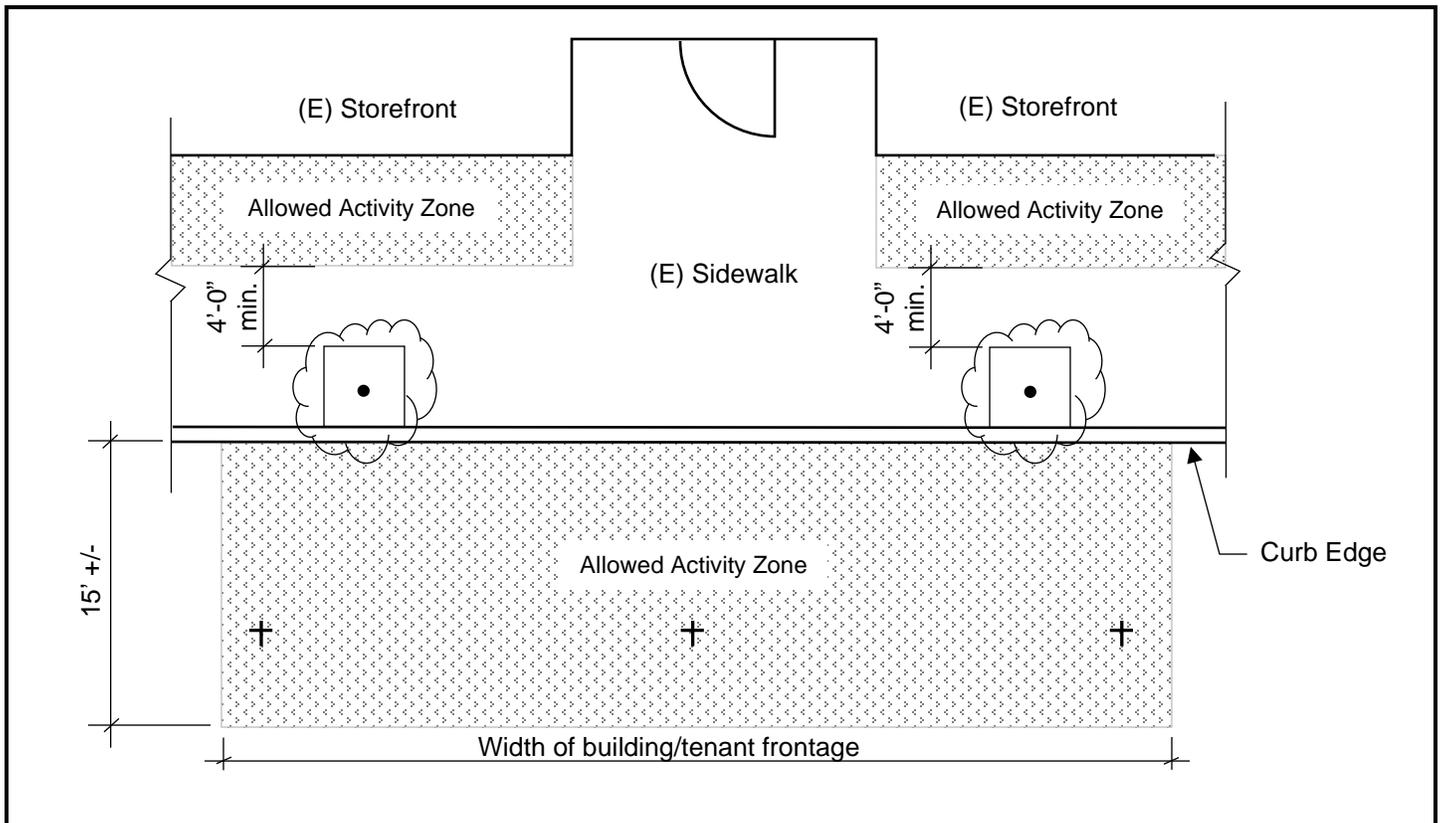
Location of Existing Business: _____
(Street Address, Suite. No) (Zip Code)

Business Owner's Name (Print): _____

Name of Business: _____

Bus. Phone: (____) _____ **Email:** _____

Mailing Address (if different from above): _____
(Address, City, State, Zip Code)



Please **check each box, sign and date below** to indicate you understand and will comply with the following regulations, and email to pod@cityofpleasantonca.gov:

- Applicant shall comply with all provisions of the Alameda County Order of the Health Officer, and as it may be amended or superseded, allowing restaurants and/or retail stores to operate for outdoor dining and curbside pickup.
- The temporary outdoor dining or display area shall be allowed for the duration of the Main Street closure program, or as it may be amended or superseded, beginning Fridays at 2:00 p.m. to Sundays at 8:00 p.m.
- Temporary outdoor dining area where alcoholic beverages will be served shall include appropriate fencing or other barriers to delineate the space and adhere to Alcohol Beverage Control (ABC) regulations. The barrier material shall be durable enough to ensure public safety. [Note: Any ABC-required permit shall be obtained, prior to operation. <https://www.abc.ca.gov/licensing/license-forms/form-abc-218-instructions/>]
- A 4-foot unobstructed sidewalk clearance for pedestrians, shall be maintained at all times from any furnishings, fencing, etc. installed as part of the temporary outdoor dining or display area. Areas demarcated for Emergency Vehicle Access, and driveways, etc. not subject to closure shall also be kept clear of any obstructions.
- The temporary outdoor dining area or display area shall not block access to or from a building and shall be located within the area fronting the establishment.
- No portion of the temporary outdoor dining or display area shall be permanently attached to the sidewalk or street. No temporary furniture or equipment may be installed prior to the street closure, and any temporary furniture or equipment shall be removed every Sunday prior to re-opening of Main Street to vehicular traffic.
- Permittee shall comply with all laws, statutes, regulations, ordinances and requirements now in force, or which may come into force, pertaining to the Public Property, including, but not limited to, providing and maintaining appropriate clearances and access compliant with the Americans with Disabilities Act (ADA) and Title 24 of the California Code of Regulations for the public sidewalk adjacent to the outdoor dining or display area.
- Permittee shall hold harmless, defend, and indemnify the City, its officers, agents, and employees from and against all claims for liabilities, losses, penalties, fines, injuries to or death of any person, or damage to any property whatsoever, including without limitation, reasonable attorneys' fees and costs which the City may suffer or incur arising from or in any way connected to Permittee's use of the Public Property. If a legal action is brought to enforce the terms of this Application, or for matters arising out of Permittee's use of the Public Property, City shall be entitled to all costs, including reasonable attorneys' fees.
- Permittee shall obtain and maintain for the duration of this Agreement commercial general liability insurance with at least \$2,000,000 combined limit for bodily injury and property damage. Permittee shall also obtain Workers' Compensation Insurance as required by law.
- If a legal action is brought to enforce the terms of this Agreement, or for matters arising out of Permittee's use of the Public Property, City shall be entitled to all costs, including reasonable attorneys' fees.

I certify I have read, understand, and will comply with the regulations indicated above and that this approval applies to the existing business at the address listed above.

Business Owner's Signature: _____ **Date:** _____

(For Staff Use)
