

**City of Carpinteria, California**

**PUBLIC WORKS DEPARTMENT**



**DOWNTOWN “T” ENCROACHMENT PERMIT APPLICATION**

Encroachment Type:  Tables/Chairs/Outdoor Furniture    Outdoor Displays    Parklet  
 Planters/Landscaping    Other: \_\_\_\_\_

**APPLICANT INFORMATION**

Applicant Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

**BUSINESS INFORMATION**

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

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Hours of Operation: \_\_\_\_\_

Proprietor Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Please provide a detailed description of all materials to be placed upon the City's public right-of-way in the table below. Please use additional sheets if the space provided below is not large enough.

	Type of Material or Item	Location of Item	Dimensions	Number of Items
1				
2				
3				
4				

### SITE PLAN/PHOTOGRAPHS

- A detailed site plan on 8 ½" x 11" paper shall be submitted with application. All obstructions shall be noted with dimensions clearly shown. Site plan shall show the required clear pathway for pedestrian access and any other requirements set for by the City. *Additional requirements can be found in the "Downtown Encroachment Guidelines."*
- Applicant shall provide photographs of the proposed area and proposed materials/furniture.

### CONDITIONS OF APPROVAL

This application for permit to install tables and chairs or other materials, as part of an established restaurant, café or shop along Linden and or Carpinteria Avenue (Downtown "T") in the City's public right-of-way, is subject to the provisions as required by the City of Carpinteria Municipal Code § 12.08 *Street and Sidewalk Encroachments* and the *Downtown Encroachment Permit Guidelines*.

#### CLEANUP AND TRASH REMOVAL AGREEMENT

Areas adjacent to permitted tables must be kept clean and free of debris at all times. The City empties the street-side trash bins adjacent to downtown businesses multiple times a week. **Businesses with outdoor dining facilities are required to empty street-side trash bins whenever necessary to prevent over flow of trash and debris.** These trash receptacles are provided by the City for public use and are not intended to serve outdoor cafés. **Outdoor dining facilities shall clear all food and related trash to trash receptacle within the business rather than the City trash bins located for public use.**

By obtaining an encroachment permit to use the City's public right-of-way, you are agreeing to monitor and clean permitted area as necessary. Violations of this agreement may result in administrative warnings/citations from the Code Compliance Division in addition to revocation of permit and forfeiture of all fees.

**Initial:** \_\_\_\_\_

The provisions of the foregoing sentence shall not apply in any case where the easement for the facilities was in existence prior to the existence as such of the City's public right-of-way concerned herein. This includes the following:

- Permittee shall maintain the City's public right-of-way clean and free of all trash and litter.
- Permit holders with outdoor dining facilities shall clear tables of trash and/or dishes within 5 minutes of customers exiting the area.
- Permittee agrees to remove/empty trash from nearby City trash receptacles as necessary to prevent over-flow regardless of whose trash it contains.**
- Permittee agrees to not block the City's public right-of-way with tables and chairs and/or merchandise in compliance with CMC §12.08 *Street and Sidewalk Encroachments* and agrees to maintain the minimum pathway width outlined in this permit at all times.
- Permittee agrees to use only umbrellas that do not contain any advertising, signs or prints.
- Permittee understands that failure to comply with these conditions may result in the termination of approval to use the City's public right-of-way, and that the permittee will not be given a refund.

Permittee understands that any materials placed within the City's public right-of-way may require a permit and will contact the City prior to installation of any goods or materials in accordance to Carpinteria Municipal Code Chapter 12.

Additional Conditions:

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**Initial** \_\_\_\_\_

**INDEMNIFICATION AND INSURANCE REQUIREMENTS**

In consideration of the granting of this annual permit, it is agreed by the applicant that the City of Carpinteria and any officer and/or employee thereof shall be saved harmless by the applicant from any liability and/or responsibility for any accident, loss or damage to persons or property, happening or occurring as the proximate result of any of the action undertaken under the terms of this application and the permit or permits which may be granted in response thereto, and that all of said liabilities are hereby assumed by the applicant. It is further agreed that if any facilities placed in the City's public right-of-way for which this application is granted and approved as a permit, shall become incompatible with future travel by the general public, then the applicant or its assigns or successors will, either remove such facilities in cases where such removal is necessary or in cases where the use thereof has been or is to be abandoned, or in other cases, applicant or its assigns or successors will relocate such facilities at a location designated by the City.

**Initial** \_\_\_\_\_

Applicant shall provide a certificate of insurance with an additional insured endorsement (ISO form CG2012 or equivalent) of not less than one million dollars (\$1,000,000) combined single limit for both bodily injury and property damage naming the City of Carpinteria as an additional insured. The policy or policies shall also contain a provision that no termination, cancellation, or change of coverage for the insured or additional insured shall take effect until ten (10) days notice has been given in writing to the City Clerk of the City of Carpinteria.

**PLEASE BE SURE YOUR APPLICATION IS COMPLETE!**

Your application must contain the following items to be considered for approval:

- Completed permit application
- Application Fee (varies)
- Signed Standard Indemnification and Insurance Agreement
- Certificate of Insurance with Additional Insured Endorsement
- Detailed site plan
- Photographs of proposed area and furniture

By signing below, applicant agrees to the above terms and conditions.

Applicant Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

Applicant Printed Name: \_\_\_\_\_

Business Owner Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

Business Owner Printed Name: \_\_\_\_\_

**OFFICE USE ONLY**

FEE PAID: \$ \_\_\_\_\_ CHECK #: \_\_\_\_\_ CASH  RECEIPT #: \_\_\_\_\_ DATE: \_\_\_\_\_

PERMIT ISSUANCE DATE: \_\_\_\_\_ PERMIT EXPIRATION DATE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Public Works Director