



Stay Safe
Application for Temporary Outdoor Use

Complete this application for temporary outdoor expansion of existing business activities:

Section 1: Applicant Information		
Applicant Name:	Applicant Address:	Applicant Telephone:
Description of the current use of the space:		
Description of the intended use of the outdoor space:		
Dates and times of the intended use of the outdoor space:		
Description of the specific area (where in relation to existing business) to be used:		
Owner of private property: name, address, and telephone number of the space to be used (if different than applicant or business):		
Business Name:	Business Address:	Business Telephone:
Description of proposed space lighting (if any):		
The number of tables/chairs or other improvements to be located in the outdoor space:		
Any planned use of tents, canopies, or other coverings:		

Section 2: Attestations (check all that apply to attest that applicant has met the following and provided information along with this application)	
<input type="checkbox"/>	If the outdoor space is privately owned, permission of the owner (email or letter);
<input type="checkbox"/>	If alcoholic beverages are to be served in the outdoor space, permission received from the Liquor and Cannabis Board (LCB), together with a copy of permit or conditions imposed by the LCB;
<input type="checkbox"/>	If the use is proposed to be on a sidewalk, public property, or public right-of-way, a signed indemnity agreement approved by the City (see Attachment A);

<input type="checkbox"/>	An insurance certificate evidencing general liability insurance consistent with Attachment A if the proposed use is on public property. The City shall be named as an additional insured;
<input type="checkbox"/>	Proposed signage (if any);
<input type="checkbox"/>	The proposed use meets fire code, electrical code, and ADA requirements, including maintaining ADA-compliant access;
<input type="checkbox"/>	The business proposing the outdoor use has a current City of Issaquah business license;
<input type="checkbox"/>	The location of the structure or use on the sidewalk or near the store front is consistent with barrier-free regulations;
<input type="checkbox"/>	The temporary structure or use is allowed in the zoning district pursuant to the Table of Permitted Land Uses in IMC 18.06.130 ;
<input type="checkbox"/>	No permanent fencing, walls, or other structures are proposed which would hinder removal of the use from the site;
<input type="checkbox"/>	The proposed use is located where safe ingress and egress from the street can be provided, including a clear sight area adjacent to the street;
<input type="checkbox"/>	The proposed use can be operated safely on the in the proposed space;
<input type="checkbox"/>	Appropriate provisions have been made for health and sanitation, including access to water, sewer, and garbage pick-up;
<input type="checkbox"/>	No damage will be done to public property by allowing the use.

Note: Tents exceeding 400 square feet shall not be erected without notifying the City and receiving a fire inspection

Hold Harmless Agreement

By submitting, you agree to save harmless the City of Issaquah as to any claim (including costs, expenses, and attorney’s fees incurred in investigation and defense of such claim), which may be made by any person, including the undersigned, and filed against the City of Issaquah, but only where such claim arises out of the reliance of the City, including its officers and employees, upon the accuracy of the information supplied to the City as a part of this application.

I certify under penalty of perjury that I am the property owner or agent and I am exempt from the requirements of the Contractor Registration laws, RCW 18.27, (Definitions, RCW 18.27.010 and Exemptions, RCW 18.27.090) and I will do all my own work.

Certification Statement

I certify that I am the owner of this property or the owner’s authorized agent, including an appropriately licensed contractor. I have furnished true and correct information. I will comply with all provisions of law and ordinances governing this type of construction work, whether specific herein or not. By submitting this application I give the jurisdiction permission to enter the property to perform inspections. I understand that failure to comply with the above may result in revocation of the permit.

Section 4: Signatures
Applicant Name (Print)
x
Applicant Signature
Date

Instructions:

Send a signed copy of this form along with the following items to OutdoorUse@issaquahwa.gov.

- Hand drawn space plan showing location of all tables, chairs, fencing and obstacles.
- If you are not the property owner, a copy of an email or other form a communication that shows you are authorized by the property owner to use the space.
- If you will be utilizing public Right-of-way (ROW) or City property:
 - A copy of your insurance indemnification form listing the City as additionally insured per the insurance requirement sheet.
 - Sign Attachment A of the Outdoor Use Application Form.

Indemnity & Insurance Agreement for use of City property

1. INDEMNIFICATION: Permittee shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of, or in connection with, their performance under this Permit, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Permit is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Permittee and the City, its officers, officials, employees, and volunteers, the Permittee's liability hereunder shall be only to the extent of the Permittee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Permittee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The provisions of this section shall survive the expiration or termination of this permit. I certify that the information furnished by me is true and correct to the best of my knowledge and the applicable City of Issaquah requirements will be met. This waiver is mutually negotiated by the parties. These indemnity provisions shall not apply in the event any acts or omissions of the City of Issaquah were the sole cause of any such damage or injury. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of the City, its agents or employees and the Permittee, its officers, agents, and employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of the Permittee, its officers, agents, and employees.
2. INSURANCE: The Permittee shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Permittee, their agents, representative, employees or subcontractors. Permittee's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

The Permittee shall provide a Certificate of Insurance and **additional insured endorsement page(s)** evidencing:

- Commercial General Liability insurance written on an ISO occurrence basis form CG 00 01 and shall cover liability arising from premises, operations, property damage, independent contractors and personal injury and advertising injury, with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Permittee.

The CITY shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Permittee and **a copy of the endorsement naming** the CITY as additional insured shall be attached to the Certificate of Insurance and **provided to the CITY before the contract is finalized**. A copy of the certificate and endorsement shall be provided to the City prior to commencement of the work. The CITY reserves the right to request certified copies of any required insurance policies.

The Permittee's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

The Permittee's insurance shall be primary insurance with respect to the CITY and the CITY shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

Applicant's Signature

Date