



Check #: _____
 Fee: (TBD) _____
 Make checks payable to
CITY OF CONCORD

Outdoor Dining Permit Application

Applicant Information

Establishment Name:	
Establishment Address:	
<i>Street Address</i>	<i>Unit #</i>
Contact Person:	
Email:	Phone:

Description of Requested Outdoor Dining Area

Dimensioned Drawing Attached:	YES <input type="checkbox"/>	NO <input type="checkbox"/>
By selecting YES, the applicant acknowledges that the outdoor dining season is between April 15 th and November 15 th , and any tables, chairs or outdoor dining enhancements may be removed and disposed of at the applicant's expense if not promptly removed from the encumbered area at the conclusion of the outdoor dining season.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
By selecting YES, the applicant acknowledges they have read and agree to comply with the City of Concord's <i>Regulations to Permit Use of Public Space for Outdoor Dining</i> , and other City requirements relative to furniture, including umbrella use and design, and other aesthetic considerations.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Certificate of Insurance Received:	YES <input type="checkbox"/>	NO <input type="checkbox"/>

Indemnification & Insurance

Indemnification: In consideration for allowing the use of City property and/or right-of-way for the purposes of outdoor dining ("Outdoor Dining Area"), the permit holder hereby agrees to indemnify, defend and hold harmless the City of Concord, its officials, agents, and employees from any and all demands, claims, suits and actions seeking damages, penalties, attorney's fees, costs, expenses, equitable relief, statutory relief or any other relief on account of bodily injury, death, personal injury, property damage, economic injury and any other injury or loss, arising from or relating to the use and occupancy of the Outdoor Dining Area by the permit holder, its agents, contractors subcontractors, employees, patrons, invitees and other users. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City of Concord for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City of Concord or its employees. This indemnification shall service the expiration or early termination of this contract.

Insurance: As evidence of its financial ability to indemnify the City of Concord during the term of this agreement, the permit holder shall obtain and pay premiums for Commercial General Liability Insurance protecting the parties hereto, their agents, officers, elected officials, representatives, or of bodily injury, property damage, personal injury or products liability incurred by the parties in the performance of the terms of the agreement. The policy must provide limits of no less than \$1,000,000 per occurrence. A Certificate of Insurance naming the City of Concord as an additional insured shall be provided. Such insurance contracts shall be with companies acceptable to the City of Concord and shall require 10 days prior written notice to both parties hereto of any cancellation. Your signature is proof that you have read and agree to the above Indemnification and attached Outdoor Dining Rules and Regulations.

Signature

Indemnification Agreement _____
Applicant's Signature

Regulations to Permit Use of Public Space for Outdoor Dining Received: _____
Applicant's Signature

Health & Licensing Services Signature

The space below may be used to provide a scaled drawing of the proposed outdoor dining area, with City infrastructure noted, including but not limited to benches, parking kiosks, and any parking spaces included in the requested area.

A large empty rectangular box with a thin black border, intended for a scaled drawing of the proposed outdoor dining area. The box is currently blank.