



2020 OUTDOOR CAFÉ PERMIT APPLICATION FORM

Business name: _____

Site Address: _____

Applicant and/or contact name: _____

Daytime phone: _____ Fax number: _____

Email: _____

Applicant's mailing address: _____

CHECKLIST FOR OUTDOOR CAFÉ PERMIT RENEWAL

- Application Form
- Signed "Conditions of Street Use Permit Allowing Sidewalk Café" form
- Sign and notarize Planning Department Hold Harmless Agreement (Please note that a notary is available at City Hall if needed)
- Complete Performance Security Information Form
- ~~Provide the City a security device in the amount of \$1,000. For more information contact Terri Corp at (425) 587-3849.~~
- Submit an updated Certificate of Insurance with minimum limits of \$300,000 per occurrence
- ~~Submit application fee as stated in letter~~

Waived in
2020 due to
COVID-19

CONDITIONS OF STREET USE PERMIT ALLOWING SIDEWALK CAFE

- I. Permittee agrees to limit the hereinbefore described sidewalk café as follows:
- (a) A minimum six-foot-wide, unobstructed general public pedestrian corridor;
 - (b) The table area of the permit to be fenced off from the pedestrian corridor by rope stanchions, portable planters, or similar device approved by the city;
 - (c) A single opening through the fencing for customer entry;
 - (d) No off-premises advertising signs or displays;
 - (e) Applicant to provide one or more approved trash receptacles;
 - (f) The design and character of all street furniture to be subject to approval by the city;
 - (g) The table area limited to the portion of the sidewalk immediately adjacent to the occupied business frontage;
 - (h) Table area to be of sufficient size and configuration to provide internal customer and food service circulation. (Ord. 3027 § 1 (part), 1987)
- II. Permittee agrees to operate said sidewalk café as follows:
- (a) No alcoholic beverage may be served or consumed within the permit area, except under the following conditions:
 - (i) The fencing required by Section 19.04.062(b) shall be a 3.5 foot high sight-obscuring barrier,
 - (ii) Alcoholic beverages may only be served in conjunction with the consumption of meals; alcoholic beverages shall not be carried or taken from the permit area,
 - (iii) All Liquor Control Board regulations, including regulations relating to “extended outside service areas” shall be adhered to,
 - (iv) A breach of any of the foregoing conditions shall be grounds for immediate suspension of the permit pursuant to subsection (i) below;
 - (b) The entire sidewalk, including both the permit area and the unobstructed pedestrian corridor, plus a distance of fifty feet either side thereof, shall be maintained in a clean and litter-free condition and shall be cleaned by the permittee not less often than once daily;
 - (c) No food preparation shall take place within the permit area;
 - (d) No food service or other activity shall be carried on by the permittee from or within the pedestrian corridor;
 - (e) No product displays shall be placed within the permit area;
 - (f) Trash receptacles shall be cleaned and emptied as required, but not less often than once a day;
 - (g) No animals shall be allowed within the permit area, except guide dogs for the blind and deaf;

- (h) Any violation of the foregoing conditions shall constitute grounds for immediate revocation of the permit;
- (i) The city may, and reserves the right to, temporarily or permanently suspend a sidewalk cafe permit during the course of area-wide special events or in the interest of the public health, safety and welfare. (Ord. 3061 § 2, 1987; Ord. 3027 § 1 (part), 1987)

III. For good and valuable consideration, the undersigned agrees to defend, pay, indemnify, and save harmless the City of Kirkland, its officers, agents and employees from any and all claims for damage or injury, real or imaginary which may be made against the City, its officers, agents or employees where such claim arises out of the construction, development, maintenance or utilization of the hereinbefore described public right of way or the responsibilities of the permittee arising out of this permit, excepting therefrom only those instances where the sole proximate cause of such damage or injury is the negligence of the City of Kirkland, its officers, agents or employees. The indemnification herein provided shall include indemnification for attorney's fees required to be incurred by the City of Kirkland in the investigation or defense of any such claim or in seeking performance of the permittee.

I certify or declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Signed at _____, Washington this _____ day of _____, ____.

Note: If permittee is not a corporation and person signing is married, spouse must also sign. If permittee is a corporation, state the capacity in which person signing can bind corporation.

KIRKLAND PLANNING AND COMMUNITY DEVELOPMENT

READ CAREFULLY BEFORE SIGNING

The undersigned in making this application certifies under penalty of perjury, the truth and /or accuracy of all statements, designs, plans and /or specifications submitted with said application and hereby agrees to defend, pay and save harmless the City of Kirkland, its officers, employees and agents from any and all claims, including costs expenses and attorney’s fees incurred in investigation and defense of said claims whether real or imaginary which may be hereafter made by any person including the undersigned, his successors, assigns, employees and agents, and arising out of reliance by the City of Kirkland, its officers, employees and agents upon any maps, designs, drawings, plans or specifications, or any factual statements, including the reasonable inferences to be drawn therefrom contained in said application or submitted along with said application.

DATED at Kirkland, Washington, this _____ day of _____, ____.

STATE OF WASHINGTON)

) SS.

County of King)

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____ to me known to be the individual(s) described herein and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary's Signature

Print Notary's Name

Notary Public in and for the State of Washington, Residing at: _____

My commission expires: _____

CONDITIONS OF STREET USE PERMIT ALLOWING SIDEWALK CAFE

- I. Permittee agrees to limit the hereinbefore described sidewalk café as follows:
- (a) A minimum six-foot-wide, unobstructed general public pedestrian corridor;
 - (b) The table area of the permit to be fenced off from the pedestrian corridor by rope stanchions, portable planters, or similar device approved by the city;
 - (c) A single opening through the fencing for customer entry;
 - (d) No off-premises advertising signs or displays;
 - (e) Applicant to provide one or more approved trash receptacles;
 - (f) The design and character of all street furniture to be subject to approval by the city;
 - (g) The table area limited to the portion of the sidewalk immediately adjacent to the occupied business frontage;
 - (h) Table area to be of sufficient size and configuration to provide internal customer and food service circulation. (Ord. 3027 § 1 (part), 1987)
- II. Permittee agrees to operate said sidewalk café as follows:
- (a) No alcoholic beverage may be served or consumed within the permit area, except under the following conditions:
 - (i) The fencing required by Section 19.04.062(b) shall be a 3.5 foot high sight-obscuring barrier,
 - (ii) Alcoholic beverages may only be served in conjunction with the consumption of meals; alcoholic beverages shall not be carried or taken from the permit area,
 - (iii) All Liquor Control Board regulations, including regulations relating to “extended outside service areas” shall be adhered to,
 - (iv) A breach of any of the foregoing conditions shall be grounds for immediate suspension of the permit pursuant to subsection (i) below;
 - (b) The entire sidewalk, including both the permit area and the unobstructed pedestrian corridor, plus a distance of fifty feet either side thereof, shall be maintained in a clean and litter-free condition and shall be cleaned by the permittee not less often than once daily;
 - (c) No food preparation shall take place within the permit area;
 - (d) No food service or other activity shall be carried on by the permittee from or within the pedestrian corridor;
 - (e) No product displays shall be placed within the permit area;
 - (f) Trash receptacles shall be cleaned and emptied as required, but not less often than once a day;
 - (g) No animals shall be allowed within the permit area, except guide dogs for the blind and deaf;

- (h) Any violation of the foregoing conditions shall constitute grounds for immediate revocation of the permit;
- (i) The city may, and reserves the right to, temporarily or permanently suspend a sidewalk cafe permit during the course of area-wide special events or in the interest of the public health, safety and welfare. (Ord. 3061 § 2, 1987; Ord. 3027 § 1 (part), 1987)

III. For good and valuable consideration, the undersigned agrees to defend, pay, indemnify, and save harmless the City of Kirkland, its officers, agents and employees from any and all claims for damage or injury, real or imaginary which may be made against the City, its officers, agents or employees where such claim arises out of the construction, development, maintenance or utilization of the hereinbefore described public right of way or the responsibilities of the permittee arising out of this permit, excepting therefrom only those instances where the sole proximate cause of such damage or injury is the negligence of the City of Kirkland, its officers, agents or employees. The indemnification herein provided shall include indemnification for attorney's fees required to be incurred by the City of Kirkland in the investigation or defense of any such claim or in seeking performance of the permittee.

I certify or declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Signed at _____, Washington this _____ day of _____, ____.

Note: If permittee is not a corporation and person signing is married, spouse must also sign. If permittee is a corporation, state the capacity in which person signing can bind corporation.

KIRKLAND PLANNING AND COMMUNITY DEVELOPMENT

READ CAREFULLY BEFORE SIGNING

The undersigned in making this application certifies under penalty of perjury, the truth and /or accuracy of all statements, designs, plans and /or specifications submitted with said application and hereby agrees to defend, pay and save harmless the City of Kirkland, its officers, employees and agents from any and all claims, including costs expenses and attorney’s fees incurred in investigation and defense of said claims whether real or imaginary which may be hereafter made by any person including the undersigned, his successors, assigns, employees and agents, and arising out of reliance by the City of Kirkland, its officers, employees and agents upon any maps, designs, drawings, plans or specifications, or any factual statements, including the reasonable inferences to be drawn therefrom contained in said application or submitted along with said application.

DATED at Kirkland, Washington, this _____ day of _____, ____.

STATE OF WASHINGTON)

) SS.

County of King)

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____ to me known to be the individual(s) described herein and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary's Signature

Print Notary's Name

Notary Public in and for the State of Washington, Residing at: _____

My commission expires: _____

DATED at Kirkland, Washington, this ____ day of _____, _____.

(Sign in blue ink)

(Individuals Only)

OWNER(S) OF REAL PROPERTY (INCLUDING SPOUSE)

(Partnerships Only)

OWNER(S) OF REAL PROPERTY

(Name of Partnership or Joint Venture)

By General Partner

By General Partner

By General Partner

(Corporations Only)

OWNER(S) OF REAL PROPERTY

(Name of Corporation)

By President

By Secretary

(Individuals Only)

STATE OF WASHINGTON)
) SS.
County of King)

On this ____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____

to me known to be the individual(s) described herein and who executed the Concomitant Agreement Relating to Construction or Installation of Public Improvements and _____ acknowledged _____ that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary's Signature

Print Notary's Name
Notary Public in and for the State of Washington, Residing at: _____

My commission expires: _____

(Partnerships Only)

STATE OF WASHINGTON)
) SS.
County of King)

On this ____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____ to me, known to be

general partners of _____, the partnership that executed the Concomitant Agreement Relating to Construction or Installation of Public Improvements and acknowledged the said instrument to be the free and voluntary act and deed of each personally and of said partnership, for the uses and purposes therein set forth, and on oath stated that they were authorized to sign said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary's Signature

Print Notary's Name
Notary Public in and for the State of Washington, Residing at: _____

My commission expires: _____

(Corporations Only)

STATE OF WASHINGTON)
) SS.
County of King)

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____

_____ to me, known to be the President and Secretary, respectively, of _____, the

corporation that executed the Concomitant Agreement Relating to Construction or Installation of Public Improvements and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, and on oath stated that they were authorized to sign said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary's Signature

Print Notary's Name

Notary Public in and for the State of Washington, Residing at:

My commission expires: _____

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

04/11/88

PRODUCER

STRONG EDEN & ASSOCIATES
2001 6TH AVE, SUITE 2600
SEATTLE WA 98121

COPY

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A	INSURANCE COMPANY OF THE WEST
COMPANY LETTER B	
COMPANY LETTER C	
COMPANY LETTER D	
COMPANY LETTER E	

INSURED

Moss Bay Yacht Club
89 Kirkland Avenue
Kirkland,, WA 98033

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE AND COPIES	POLICY EXPIRATION DATE AND COPIES	ALL LIMITS IN THOUSANDS	
<input checked="" type="checkbox"/> GENERAL LIABILITY	CHO580308-01	03/18/88	03/18/89	GENERAL AGGREGATE	\$ 500
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	CHO580308-01	03/18/88	03/18/89	PRODUCTS COMPOSITE AGGREGATE	\$ 500
<input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE	CHO580308-01	03/18/88	03/18/89	PERSONAL & ADVERTISING INJURY	\$ 500
<input checked="" type="checkbox"/> OWNER'S & CONTRACTORS PROTECTIVE	CHO580308-01	03/18/88	03/18/89	EACH OCCURRENCE	\$ 500
	CHO580308-01	03/18/88	03/18/89	FIRE DAMAGE - ANY ONE FIRE	\$ 500
	CHO580308-01	03/18/88	03/18/89	MEDICAL EXPENSE - ANY ONE PERSON	\$ 500
<input type="checkbox"/> AUTOMOBILE LIABILITY				TEL.	\$
<input type="checkbox"/> ANY AUTO				BODILY INJURY - PER PERSON	\$
<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY - PER ACCIDENT	\$
<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS					
<input type="checkbox"/> GARAGE LIABILITY					
<input type="checkbox"/> EXCESS LIABILITY				EACH OCCURRENCE	AGGREGATE
<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$	\$
<input type="checkbox"/> WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY	
				\$	EACH ACCIDENT
				\$	DISEASE POLICY LIMIT
				\$	DISEASE EACH EMPLOYEE
<input type="checkbox"/> OTHER					

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, RESTRICTIONS, SPECIAL ITEMS

CITY OF KIRKLAND is named ADDITIONAL INSURED but only as respects operations of the Named Insured under the SIDEWALK CAFE PERMIT for the 89 Kirkland, Washington location.

CITY OF KIRKLAND

CITY OF KIRKLAND
CITY HALL
123 FIFTH AVENUE
KIRKLAND, WA 98033

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Warrell C. Eden

STRONG EDEN & ASSOCIATES CORPORATION