



OUTDOOR DINING

Planning Division

City of San Rafael

Community Development
Department

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Outdoor Dining License Agreement

The City requires an outdoor dining license agreement for businesses that propose to use the public right of way for outdoor seating. A license agreement is issued to the business “owner” at a specific location. A new application must be obtained if the business ownership or business location changes.

Submittal Requirements

- q General Application Form and Outdoor Dining License Agreement form completed as follows:
 - a) Do not enter a date the form at the top as it will be dated when it is signed by the Community Development Director.
 - b) Enter “Licensee” in the first paragraph with name of business owner and type of business entity (e.g., “John Jones, an individual, dba The Widget Shop,” or “XYZ, Inc., a corporation,” or “348 Broad Street LLC, a limited liability corporation,” or “Jones and Jones, a partnership,” or “Small Investments, a limited partnership.”)
 - c) Complete section A & B.9
 - d) Sign the last page of the Agreement.
- q Copy of Fictitious Business Name Statement.
- q Copy of insurance certificates AND separate endorsement forms meeting City requirements, as specified in Section B.6 of the Agreement.
- q Site Plan with six (6) copies showing location of outdoor seating including:
 - a) Number of tables and other personal property
 - b) Removable improvements for which approval is sought
 - c) Details of proposed tables and chair furnishings, barrier enclosures, etc. proposed for the outdoor area
 - d) All adjacent sidewalk improvements within 10-feet of the edge of the seating area such as trees, tree grates, and parking meters.
 - e) Minimum of six-foot or wider sidewalk clearance maintained between edge of seating area barrier and nearest barrier/curb, which is required to provide minimum clearances necessary for safe and efficient pedestrian circulation
 - f) Label a site plan “Exhibit A” and attach it to the License Agreement.
 - g) Note: Furnishings, barriers, etc. shall not be placed upon or in a manner that obstructs access to public sidewalk improvements.
- q One-time License Agreement fee of \$ _____ (current fee per Fee Resolution).



Review Procedures

Planning Staff will review the submittal to ensure Outdoor Dining License Agreement forms have been properly completed and signed by business owner, confirm the correct business entity is named as the Licensee by checking the Fictitious Business Name Statement provided by the applicant and the Business License Permit Application on file with the Management Services Department, confirm that the title of the person signing the License Agreement has been entered below the signature of the Licensee and the approved site plan is attached as Exhibit A, and Verify all other submittal requirements are provided (i.e., Fictitious Business Name Statement, insurance certificates and endorsements, site plan and fee).

The License Agreement form with attachments will be forwarded to the City Attorney's office for review. If approved, four copies of the agreement will be signed by the Community Development Director and City Attorney, and Owner. An original signed document will be maintained by the City Clerk's office, City Attorney's office, Risk Management and applicant, and a copy will be maintained by the Planning Division.

Insurance Requirements

Licensee shall maintain in effect during the term of this Agreement, at no expense to City, insurance in a form approved by the City Attorney, as follows:

- a) Worker's Compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language: "This policy shall not be cancelled or materially changed without first giving ten (10) days prior written notice to the City of San Rafael, Community Development Director."
- b) Comprehensive General Liability Insurance, in the minimum amount of one million dollars (\$1,000,000) per occurrence for death, bodily injury, personal injury, and property damage. Said policy shall be endorsed with the following specific language:

"The City of San Rafael, its officers, employees and volunteers, are named as additional insureds under this policy.

The insurance provided herein is primary coverage to the City of San Rafael with respect to any insurance or self-insurance maintained by the City, and shall not call upon City's insurance or coverage for any contribution.

This policy shall not be canceled or materially changed without first giving ten (10) days prior written notice to the City of San Rafael, Community Development Director."