



# CITY OF NEWCASTLE

12835 Newcastle Way ♦ Newcastle, WA 98056

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## Temporary Outdoor Use Application

The purpose of this form is to provide the City a clear description of the intended use of outdoor space, show that proper insurance is provided, and attest to compliance with egress and accessibility regulations in order to permit an expansion or modification of an existing business activity.

### Section 1: Applicant Information

Applicant Name:	Applicant Address:	Applicant Telephone:
Description of the current use of the business:		
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 is granted (attach email or letter);
<input type="checkbox"/>	If alcoholic beverages are to be served in the outdoor space, permission is 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 public sidewalk, public property, or public right-of-way, a signed indemnity agreement approved by the City is provided and the City is named as an additional insured (see Attachment A);
<input type="checkbox"/>	If additional signage is proposed, please describe (an additional sign permit may be required);

<input type="checkbox"/>	The proposed use will meet all building code, fire code, electrical code, and accessibility requirements;
<input type="checkbox"/>	The business proposing the outdoor use has a current City of Newcastle business license;
<input type="checkbox"/>	Minimum clearances for accessibility and egress will be maintained;
<input type="checkbox"/>	No permanent fencing, walls, or other structures are proposed which would hinder removal of the temporary use from the site;
<input type="checkbox"/>	If outdoor heaters or appliances are proposed, specify type and location and attest they will be installed and maintained in accordance with the manufacturer's requirements; list heating appliances here: (provide additional sheet if necessary). Please note no open flame is permitted. 1. 2. 3.
<input type="checkbox"/>	The proposed use is located where safe ingress and egress from the street and parking area can be provided, including a clear sight area adjacent to the street;
<input type="checkbox"/>	The proposed use can be operated safely in the proposed location;
<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 proposed temporary 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 Newcastle 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 Newcastle, 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.

**State Restrictions Attestation**

In order to verify compliance with the Governor's current COVID-19 guidance and restrictions, an attestation must be submitted to the City acknowledging compliance with all current COVID-19 guidance and restrictions.

I attest to the following:

1. I have read and implemented all requirements of the Governor's current COVID-19 guidance and restrictions.
2. I will ensure that all modified requirements of the Governor's COVID-19 guidance and requirements will be met, per the latest amended Proclamation.

3. I will ensure strict adherence to all measures established by the Department of Labor & Industries (L&I) Coronavirus (COVID-19) Prevention: General Requirements and Prevention Ideas for Workplaces, and the Washington State Department of Health Workplace and Employer Resources & Recommendations (DOH).
4. I will submit for approval a Liquor Alterations Request Form to the State Liquor and Cannabis Board (WSLCB) for any modifications made to an existing liquor license.
5. I will ensure that lighting, electrical, ventilation and heating configurations will not create a hazard for employees as regulated by the Department of Labor & Industries (L&I).

For more information and helpful resources, please visit the following links:

<https://www.kingcounty.gov/elected/executive/constantine/covid-response/current-guidance.aspx>

<https://www.kingcounty.gov/elected/executive/constantine/covid-response/current-guidance/workplaces.aspx>

<https://www.kingcounty.gov/depts/health/covid-19/workplaces/food-establishments.aspx>

<https://www.governor.wa.gov/news-media/inslee-announces-one-week-extension-statewide-restrictions>

[https://www.governor.wa.gov/sites/default/files/20-25.11%20-%20COVID-19%20Stay%20Safe-Stay%20Healthy%20%28tmp%29.pdf?utm\\_medium=email&utm\\_source=govdelivery](https://www.governor.wa.gov/sites/default/files/20-25.11%20-%20COVID-19%20Stay%20Safe-Stay%20Healthy%20%28tmp%29.pdf?utm_medium=email&utm_source=govdelivery)

<https://www.governor.wa.gov/sites/default/files/Requirements%20for%20Outdoor%20Seating%2011-15-20.pdf>

#### Section 4: Signatures

Applicant Name (Print)
Applicant Signature
Date

## Instructions:

Provide a signed copy of this form along with the following items to [permit@newcastlewa.gov](mailto:permit@newcastlewa.gov)

- Space plan showing location of all tables, chairs, fencing, gates, and obstacles. This can be hand drawn to scale. Please dimension minimum clearance provided at aisles and exits.
- If you are not the property owner, a copy of an email or other form of communication that shows you are authorized by the property owner to use the space.
- If utilizing the public Right-of-way (ROW) or City property, provide the following:
  - A copy of your insurance indemnification form listing the City as an additional insured.
  - Sign Attachment A of the Temporary Outdoor Use Application Form.

# **Attachment A**

## **Indemnity & Insurance Agreement for Use of City Property**

1. **INDEMNIFICATION:** Applicant 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 Applicant and the City, its officers, officials, employees, and volunteers, the Applicant's liability hereunder shall be only to the extent of the Applicant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Applicant'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 Newcastle 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 Newcastle 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 Applicant, 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 Applicant, its officers, agents, and employees.

2. **INSURANCE:** The Applicant 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 Applicant, their agents, representative, employees or subcontractors. Applicant'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 Applicant shall provide a Certificate of Insurance and **additional insured endorsement** 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 Applicant.

The Applicant'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 Applicant'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.

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Applicant's Signature

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Date