



Emergency Temporary Outdoor Operating Permit Application

Permit No. _____

Date Submitted : _____

Applicant Information

Shopping Center: _____

Shopping Center Address: _____

City: Lake Forest

STATE: CA

ZIP: _____

Applicant/Contact Person: _____ Title: _____

Telephone No: _____ E-mail: _____

How many businesses will be participating under this permit application?: _____

Property Owner Information

Company Name: _____

Contact Person: _____ Title: _____

Address: _____

Telephone No: _____ E-mail: _____

Expanded Outdoor Area Information

Names of Tenants Participating: _____

Hours of Operation: From: _____ To: _____

Brief Description: _____

Detailed Outdoor Area Specifics

The event will include
(check all that apply):

- | | |
|-------------------------------------------------------------------------------------------|--------------------------------------------|
| <input type="checkbox"/> Outdoor Merchandise Displays | <input type="checkbox"/> Food/Beverages |
| <input type="checkbox"/> Tents/Canopies | <input type="checkbox"/> Tables/Chairs |
| (Size/#: _____) | (Total #: _____) |
| <input type="checkbox"/> Alcoholic Beverages | <input type="checkbox"/> Temporary Signage |
| <input type="checkbox"/> Barriers to Protect Patrons from Vehicles | |
| <input type="checkbox"/> Other (i.e. personal care services, instructional studio, etc.): | |

Site Plan: I have submitted a site plan depicting the locations of the temporary outdoor operating areas for the entire shopping center, including proposed table/chair layout, signage, and canopy location(s).

PROPERTY OWNER AUTHORIZATION

I hereby authorize the business(es) referenced above to utilize the specified temporary outdoor operating areas and obtain a permit. Upon approval of the permit, I agree to indemnify the City, as provided in the permit's conditions of approval.

Property Owner Signature: _____ **Date:** _____

APPLICANT CERTIFICATION

I hereby certify that the property manager/owner (or designee) has authorized the proposed temporary outdoor operating area, that I have read and understand the temporary outdoor operating regulations, and that all information provided on this application true and correct. Upon approval of the permit, I agree to abide by the conditions of approval and all applicable local, State, and federal law.

Applicant Signature: _____ **Date:** _____

FOR CITY USE ONLY

Approved By: _____ **Date:** _____

Director Approval: _____ **Date:** _____

STANDARD CONDITIONS OF APPROVAL

1. The applicant shall follow the general regulations for the temporary outdoor operating areas as provided in the Guide to Applying for an Emergency Temporary Outdoor Operating Permit.
2. The property owner, the applicant, and each of their successors, heirs, assigns, representatives, and agents (collectively "Indemnitors") shall indemnify, protect, defend, and hold the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (collectively, "Indemnitees"), harmless from any and all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and other such procedures), judgments, orders, and decisions (collectively "Actions"), brought against the City, and/or any Indemnitees that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by the City and/or any of its Indemnitees (including actions approved by the voters of the City) for or concerning the subject establishment's temporary outdoor operations, whether such Actions are brought under the Ralph M. Brown Act, California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Community Redevelopment Law, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. Additionally, the property owner, applicant, and Indemnitors agree to indemnify and hold the City and Indemnitees free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of property owner, applicant and/or Indemnitors in connection with the permit, the use of the subject real property, real property conditions, the subject business's operations, and/or any failure to abide by the conditions of approval and/or any applicable local, State, or federal law. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that the property owner and applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. These indemnification obligations shall survive the termination or expiration of the permit. City shall promptly notify the applicant of any action brought and City shall cooperate with applicant in the defense of the action.
3. Any premises utilized for the expanded outdoor area shall be cleared of debris and restored to its condition prior to the approval, immediately after the COVID-19 restrictions have been lifted or until the City determines the permit to be null and invalid.
4. The surrounding public right-of-ways and adjacent properties shall be free from debris and litter.
5. A 4-foot unobstructed path of travel/aisle width shall be maintained between all tables, booths, tents, canopies, along the sidewalk and walkways for handicap access.
6. In accordance with Southern California Edison (SCE) requirements, any outdoor area shall maintain a 5 foot clearance around all overhead facilities, such as poles, and a 15 foot clearance around all underground facilities, such as vault lids, manholes, vent pipes, and pad-mounted transformers.
7. Any noise in conjunction with the expanded outdoor area shall not exceed the City's Noise Ordinance.
8. The applicant expressly acknowledges that this approval merely permits operating conditions to occur that might otherwise be contrary to the City's Municipal Code or other regulations and entitlements otherwise applicable to the site, pursuant to City of Lake Forest Resolution No. 2020-38. It does not relieve the applicant from complying with State, County, or Federal Orders or guidelines applicable to the COVID-19 emergency, nor does it relieve the applicant of its obligations to comply with other State or Federal laws or regulations.
9. The applicant shall be responsible for the security and maintenance of the outdoor area, and the tables and chairs shall be removed after business hours and located in a secure location. Any outdoor area located in the parking lot shall be properly barricaded from vehicular traffic.

10. The City may impose additional conditions on this permit, as it deems necessary to protect the public health, safety, and welfare, in the City's sole and absolute discretion.

Violation of any condition as herein described is subject to the immediate closure and ceasing of operation of the event as may be necessary to protect the health, safety and welfare of the citizens of Lake Forest. Said determination shall be made by the Lake Forest Code Enforcement Officer or Deputy Sheriff based on the severity of the violation. If an officer is summoned to the site, he/she may take all appropriate actions necessary as permitted by law at his/her discretion to mitigate the violation. **If violations occur at any time during operation, the City of Lake Forest may deny future events proposed by the applicant in order to protect public health and safety.**