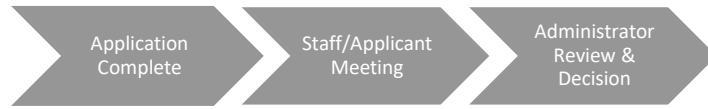




Application Summary



WHAT IS AN OUTDOOR DINING PERMIT?

An outdoor dining permit allows the use of public right-of-way such as a public sidewalk for the use as a sidewalk café or dining area. An outdoor dining permit is not required for the use of private property for an outdoor dining area.



[CLICK HERE FOR APPLICATION FEES](#)

WHAT IS THE PROCESS AND HOW LONG WILL IT TAKE?

Applications are accepted on any business day during business hours. A review for completeness will be conducted within three days of the application submittal. Incomplete applications will be returned to the applicant and not scheduled for a hearing. Once the application has been deemed complete, it will follow the process and estimated timeline in [RMC 18.08.606\(a\)](#).

APPLICATION CHECKLIST

Applicants must provide all forms, documents, information, and materials listed in the checklist below in digital format. The submission packets must be in the same order as the checklist. Review materials and check the boxes within the column on the left-hand side of the page to confirm submission.



TYPICALLY REVIEWED WITHIN 30 DAYS



ACCEPTED ON ALL BUSINESS DAYS

A.1	Master Application
A.2	Owner's Affidavit and Applicant's Affidavit
A.3	Application Forms
B.1	Project Narrative
B.2	Findings Analysis (see RMC 18.08.606(a)(5) and RMC 18.08.304(e) for legal findings)
B.3	Hold Harmless Agreement
B.4	Insurance Certificate – a certificate demonstrating that a comprehensive general liability policy has been issued by an authorized representative of an insurance carrier. The certificate shall include a clause for 30-day written notice of cancellation to the certificate holder and shall name the City of Reno as an additional insured.
B.5	Site Plan (see site plan submittal guide)
B.6	Floor Plan – may be required to demonstrate that the servicing of the outdoor dining area will not significantly impact the sidewalk
B.7	Supporting Information – any plans, renderings, reports, or other information necessary to support the determination request
SUBMITTAL GUIDELINES	
If submitting in-person, submit one USB drive with all completed forms, materials, reports, and supplemental information	
If submitting online, create an account on the permitting portal at OneNV.us and submit through the online form	
Payment of application fees is required within three days of the application being accepted	



OUTDOOR DINING PERMIT FINDINGS ANALYSIS

Findings and approval criteria are the legal justification for a body's decision on an application. A complete analysis of these findings and criteria is required from the applicant at the time of application submittal. Detailed explanation of each finding can be found within [RMC 18.08.606\(a\)\(5\)](#) and [RMC 18.08.304\(e\)](#).

Provide a written response addressing how the proposed request is in conformance with the following findings.

ALL OUTDOOR DINING PERMIT APPLICATIONS SHALL MEET THE FOLLOWING FINDINGS.

1. The proposed design and signage complies with the requirements of Title 18 of RMC.
2. Granting of the outdoor dining permit will not be materially detrimental to the public health, safety, or welfare, or injurious to property or improvements in the vicinity.

IN ADDITION TO THESE FINDINGS, ALL DEVELOPMENT APPLICATIONS SHALL MEET THE FOLLOWING APPROVAL CRITERIA.

- 1) The project is consistent with the Reno Master Plan
- 2) The project is in compliance with Title 18 of the Reno Municipal Code.
- 3) The project mitigates any anticipated traffic impacts.
- 4) The project provides for a safe environment.
- 5) If the project involves phases, it proposes a rational phasing plan.

OUTDOOR DINING PERMIT ACKNOWLEDGEMENT

An outdoor dining permit is only applicable when a sidewalk or public right-of-way is associated with a commercial use within a building. Use of the sidewalk must be confined to the actual sidewalk or right-of-way frontage of the business. Complete the following acknowledgements by initialing.

- 1) The applicant hereby confirms that the area proposed for outdoor dining is adjacent and incidental to the operation of an indoor commercial establishment.

Applicant Initials _____

- 2) The applicant hereby confirms that the area proposed for outdoor dining is not located closer than 10 feet from the following:
- a. Fire hydrant
 - b. Fire Dept. standpipe connection
 - c. Fire escape
 - d. Bus stop
 - e. Doorway posted as an exit
 - f. Loading zone
 - g. Mail box
 - h. Traffic signal stanchion

Applicant Initials _____

- 3) The applicant hereby confirms that the outdoor dining area leaves a minimum six foot wide sidewalk that is clear of any obstructions and meets the public right of way accessibility guidelines (PROWAG).

Applicant Initials _____

- 4) The applicant confirms that they are aware of, and will comply with, the health standards outlined in [RMC 18.03.405\(p\)\(6\)](#) "Health Standards for Sidewalk Cafés."

Applicant Initials _____

- 5) The applicant hereby confirms understanding that Outdoor dining on public property is a privilege. The City shall have the right and power, acting through the City Manager, or their authorized agent, to prohibit the operation of an outdoor dining area at any time because of anticipated or actual problems and conflicts in the use of the sidewalk area. Such problems and conflicts may arise from, but are not limited to, scheduled festivals and similar events or parades or marches, or repairs to the street or sidewalk, or from demonstrations or emergencies occurring in the area. To the extent possible, the permittee shall be given prior written notice of any time period during which the operation of the outdoor dining area will be prohibited by the City.

Applicant Initials _____

Item A.2: Application Forms

The applicant or duly authorized agent of the applicant requests that the Administrator of the City of Reno an outdoor dining permit for the subject area described herein.

PROJECT ANALYSIS

1. Right-of-way Ownership	Identify which agency the right-of-way belongs to.	<input type="checkbox"/> City of Reno <input type="checkbox"/> NDOT	
2. Alcohol Service	Does the restaurant serve alcohol? Will alcohol be served in the outdoor dining area?	Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes to both, the following additional standards apply: 1) The outdoor dining area must be immediately abutting the indoor restaurant. 2) The outdoor dining area must be clearly separated from pedestrian traffic such as through a physical barrier. 3) Signage must be posted to provide notice to customers that drinking or carrying an open container outside of the outdoor dining area or indoor restaurant is prohibited and unlawful.

PROJECT DETAILS

Project Features	Business Name	
	Outdoor Dining Size Area	
	Proposed No. of Seats	
	Proposed No. of Tables	



APN: Undesignated portion of
City of Reno, Nevada

When recorded, please return to:
City of Reno
City of Reno Clerk's Office
P.O. Box 1900
Reno, NV 89505

Notice: Per NRS 239B.030, this document does not contain personal information as defined in
NRS 603A.040

(Rev. 7-10-15)

OUTDOOR DINING PERMIT AND HOLD HARMLESS AGREEMENT
(RMC 18.08.606)

THIS AGREEMENT is by and between the following parties with respect to conducting dining operations on city property or right of way:

Date	
Operator	
City	City of Reno One East First Street P.O. Box 1900 Reno, NV 89512 Attn:
Location	
Dining Operation	Dining tables and chairs as depicted in Exhibit A.
Hours of Operation	
Insurance Coverage	◇ Commercial General Liability of not less than \$1,000,000 per occurrence/ \$2,000,000 in the aggregate. ◇ Auto insurance as required by law.

WHEREAS

A. Operator desires to place outdoor dining tables and facilities on City sidewalk or property on the above stated location adjacent to Operator's restaurant.

B. To promote economic activity, City is willing to allow the placement of such equipment and to serve customers on the location on a non-exclusive basis and provided that Operator takes responsibility and holds City harmless from liability as a result of its operations.

NOW THEREFORE, in exchange for the mutual covenants and benefits, the parties agree as follows.

AGREEMENT

1. **City permission.** City hereby grants to Operator permission to occupy, on a non-exclusive basis, City right-of-way or Property to conduct Dining Operations at the Location described above consistent with the Dining Operations in accordance with RMC 18.08.606 subject to the following conditions:

a. This permit is limited to the above described Location and Dining Operations during the hours of operation stated above.

b. Operator must be in compliance with all the terms of this Agreement.

c. This permission is revocable, with or without cause, and either party may terminate this agreement upon ten days notice.

2. **Hold Harmless/Indemnification Agreement.** To the fullest extent allowed by law, Operator shall indemnify, hold harmless and defend City and its related parties from and against all claims and liability arising out of and to the extent caused by the acts errors or omissions of Operator and its related parties while on or near the Location. An "**act, error or omission**" includes acts, failure to act, errors, or omissions that constitute negligence, willful tortious conduct, or for which strict or imputed liability may be imposed as determined by a court of competent jurisdiction under applicable law, and further includes breaches of this agreement and/or violations of law. "**Claims and liability**" means all third party claims, actions, damages, losses, judgments, injuries, costs and expenses, (including those paid to settle the case) including but not limited to attorneys' fees and costs, including those related to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (including the loss of use resulting therefrom) and other economic damages. "**Defend**" includes the obligation to defend litigation at Operator's sole expense using counsel that is reasonably acceptable to the City. Each indemnified party shall be permitted to participate, if it chooses, in the defense of any action claiming liability, even if the indemnified party is indemnified

hereunder. **“Related Party”** means all officers, directors, employees of Operator, and all contractors of Operator who provide goods or services on the Location.

3. **Insurance.** Operator shall carry and maintain, at Operator’s sole cost and expense, the insurance set forth as follows:

a. General Commercial Liability Insurance. General Commercial Liability Insurance covering the Location and Operator’s use thereof against claims for personal or bodily injury or death or property damage occurring in, at or upon the Location (including contractual indemnity and liability coverage), such insurance to insure both Operator and, as additional named insured, City, and to afford protection to the limits specified in Schedule 1 in respect to injury or death to any number of persons and all property damage, with a deductible reasonably acceptable to City. This insurance coverage shall extend to any liability of Operator arising out of the indemnities provided for in this Agreement.

b. Worker’s Compensation Insurance/Employer’s Liability Insurance. Worker’s Compensation/Employer’s Liability Insurance as required by state law.

c. Comprehensive Automobile Liability. Comprehensive automobile liability insurance in the amount specified above combined single limit, including bodily injury and property damage coverage.

d. Insurance in General. All insurance required to be carried by Operator hereunder shall be issued by insurance companies licensed to do business in Nevada. Any insurance policy required under this Agreement shall name City as an “additional insured” with Operator providing certificates of insurance to City evidencing the existence and amounts of such insurance. All policies of insurance must contain a provision that the company writing said policy will give to City thirty (30) days’ notice (and ten (10) days for non-payment of premiums) in writing in advance of any modification, cancellation or lapse or reduction in the amounts of insurance. All public liability, property damage and other casualty insurance policies shall be written as primary policies, not contributing with, and not in excess of coverage which City or Operator may carry. Operator shall furnish City with a certificate of insurance evidencing renewal of any such policy at least thirty (30) days prior to the expiration thereof. Operator may carry such insurance under a blanket policy provided such blanket policy expressly affords the coverage required by this Agreement by a City protective liability endorsement or otherwise. City and its respective agents shall have the right from time to time to review such blanket policy.

e. Waiver of Subrogation. City and Operator each waive for themselves and their respective insurers any claims or rights either may have against the other (including, but not limited to, a direct action for damages) on account of any loss or damage occasioned to City or Operator, as the case may be (WHETHER OR NOT SUCH LOSS OR DAMAGE IS CAUSED BY THE FAULT, NEGLIGENCE, OR OTHER TORTIOUS CONDUCT, ACTS, OR OMISSIONS OF CITY OR OPERATOR OR THEIR RESPECTIVE OFFICES, DIRECTORS, EMPLOYEES, AGENTS, OR INVITEES), to their respective property, the

Location, its contents, or to any other portion of the improvements located on the Premises. Without in any way limiting the foregoing waivers and to the extent permitted by applicable law, the parties hereto each, on behalf of their respective insurance companies insuring the property of either City or Operator against any such loss, waive any right of subrogation that City or Operator or their respective insurers may have against the other party or their respective insurance companies based upon an assignment from its insured. Each party to this Agreement agrees immediately to give to each such insurance company written notification of the terms of the mutual waivers contained in this Section and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waivers. The foregoing waiver shall be effective whether or not the parties maintain the required insurance.

4. ***Condition of property and Dining Operations.*** Operator hereby covenants that it shall maintain the condition of the Location area in which outdoor dining is conducted, including access to and from the area, at the Operator's sole expense and obligation. Operator also agrees that the aforementioned area will be maintained in good repair and safe condition at the Operator's sole expense and obligation. All maintenance shall be conducted in a timely manner. Should the City determine maintenance is needed, it shall notify Operator and Operator shall complete the requested maintenance within 30 days of such notice unless the diligent pursue of such maintenance requires longer than 30 days. In such case, the maintenance shall be timely completed.

5. ***Non-transferable.*** Operator understands that no right or obligation under this Agreement is assignable and may not be transferred to another entity or person. If ownership of Operator is transferred, City's permission is revoked.

6. ***Non-exclusive.*** Operator understands that City's approval of this outdoor dining permit is non-exclusive and does not authorize the exclusion of the public from the Location and the public retains the right to access and use the Location, subject to compliance with all applicable laws. Accordingly, no gates, barriers, or obstructions shall prevent the public's use of the Location.

7. ***Compliance with law.*** This Agreement is subject to compliance with all applicable laws and the City expressly reserves its legislative and administrative authority over its permission to Operator allowing outdoor dining in the Location, including but not limited to regulation, enforcement, and revocation. In addition, failure of Operator to comply with the terms and conditions of this Agreement, in the sole discretion of City, City may revoke its permission to conduct outdoor dining in the Location upon 10 calendar days notice and/or, in the sole discretion of the City, seek all remedies available by law to compel the Operator to perform in accordance with this Agreement. Operator waives and releases City from all damages, including claims, and reasonable attorney's fee and costs associated with actions of the City.

8. **Return to original condition.** If Operator abandons the Location, this Agreement is terminated, or if City's permission hereunder is revoked, Operator shall clean and return the Location to its original condition, reasonable wear and tear accepted.

9. **Invalid provisions.** If any clause, sentence, or other portion of the terms, conditions, covenants and restrictions of this Agreement become illegal, null, or void for any reason, or be held by any court of competent jurisdiction to be so, this Agreement shall terminate.

10. **Governing law; jurisdiction.** This Agreement shall be governed by, and construed according to the laws of the State of Nevada with venue being in the Second Judicial District Court in and for the County of Washoe.

11. **Modifications.** This Agreement may not be modified in any manner or rescinded except by a writing duly executed and acknowledged by both parties and properly recorded in the Official Records of Washoe County.

12. **Waivers.** No failure or delay on the part of either party in enforcing any provisions of this Agreement shall operate as a waiver thereof, nor shall any single or partial enforcement of any provision hereof preclude any other or further enforcement or exercise of any right, power or remedy that either party may have.

13. **Authority.** The persons executing this Agreement hereby state and acknowledge that they are authorized and empowered to do so on behalf of the party so designated.

14. **Notices.** All notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereto shall be in writing and shall be personally delivered, delivered by a nationally recognized overnight mail courier (such as Fed Ex or UPS), or shall be delivered by registered or certified mail, postage prepaid, addressed as stated above.

15. **No third Party Beneficiaries.** None of the provisions of this Agreement are intended to make any person who is not a party to this Agreement, including the general public or any member thereof, a third party beneficiary hereunder or to authorize anyone who is not a party to this Agreement to maintain any claim or suit pursuant to this Agreement for any reason, including, without limitation, any claim or suit for personal injuries or property damage.

16. **Attorney's fees.** Except as otherwise provided in this Agreement, if a dispute arises out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and expenses related to the dispute.

17. **Entire Agreement.** This Agreement, together with the application, constitutes the entire agreement of the parties and supersedes any previous statements, promises, negotiations, representations or undertakings.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

OPERATOR

By: _____

By: (print name): _____

Its: _____



State of Nevada)

County of Washoe)

County of Washoe)

Acknowledgement in representative capacity
(NRS 240.1665)

This instrument was acknowledged before me on _____
by _____ as
_____ of _____.

Notary Public

CITY OF RENO a municipal corporation

By: _____
Mayor

ATTEST:

BY: _____
City Clerk