



CITY OF HUNTINGTON PARK

Community Development Dept. • Planning Division
6550 Miles Avenue, Huntington Park, CA 90255
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TEMPORARY OUTDOOR SERVICES PERMIT APPLICATION

FOR OFFICE USE ONLY

Date Filed: _____ File No.: _____ Fee/Receipt No.: **\$ 0** Initials: _____

PROJECT ADDRESS: _____

APPLICANT INFORMATION

Name: _____

Mailing Address: _____

Phone 1: _____ Phone 2: _____ Email: _____

BUSINESS INFORMATION

Business Name: _____

Business Owner: _____

Mailing Address: _____

Phone 1: _____ Phone 2: _____ Email: _____

PROPERTY OWNER'S INFORMATION

Property Owner Name: _____

Mailing Address: _____

Phone 1: _____ Phone 2: _____ Email: _____

TYPE OF BUSINESS:

☐ Hair Salon/Barbershop ☐ Personal Care Services (Nail Shop, Skin Care, etc.)

☐ Gym & Fitness Center ☐ Place of Worship

Square Footage of Service Area: _____

Zone: _____ Hours of Operation: _____

OUTDOOR SERVICES CONFIGURATION AND SERVICES:

Square footage of tent: _____

How many stations/chairs & tables will you be using: _____

How many parking spaces will you be utilizing: _____ How many parking spaces will remain: _____

Permit Requirements:

1. Outdoor hours of operation are limited to **8:00 am to 8:00 pm ONLY**
2. Permittee shall provide for cleaning of the permitted encroachment area
3. Permittee shall provide for refuse disposal
4. Permittee shall comply with all other provisions of their existing Conditional Use Permit, Health Department Requirements, and all other State and County requirements
5. Permittee shall sign a waiver and release of liability for participating in the program.
6. Permittee shall adhere to LA County Health Department Reopening, Personal Care/Barbershop and Hair Salon Protocols, and California Board of Barbering and Cosmetology.
7. No speakers, Public Announcement (PA) equipment, microphones, megaphones, music players, radios, Bluetooth devices shall be permitted outdoors

Public Works

8. Implementation and maintenance of erosion, sediment, and storm water quality control measures are ultimately the responsibility of the business owner.
9. Equipment and material will not be allowed to be stored in the public right of way.
10. Services shall be conducted within private property only. No services in public parking lots or right of way.
11. Natural flow of drainage shall not be altered in any way.
12. The Permittee shall use Best Management Practices that comply with standards set forth by the City of Huntington Park and the National Pollutant Discharge Elimination System (NPDES) Permit and Waste Discharge Requirements (WDRs) applicable to municipalities within the County of Los Angeles to prevent non-rain water, liquids, debris, or other contaminants from entering storm drains.
13. Permittee is solely responsible for maintaining any area it uses in a safe, orderly, and clean condition so as to prevent any injury or damage to property or persons.
14. Upon written notice of cancellation or revocation of this Permit for any cause whatsoever, Permittee shall promptly restore Agency structures to their condition prior to the issuance of the Permit and then shall vacate Agency property. Should Permittee fail to promptly restore the premises or structures to a condition satisfactory to the Agency, the Agency may make any and all repairs or have repairs made and Permittee will be billed and shall reimburse Agency for all costs incurred.
15. Failure to follow any of permit requirements and guidelines may result in revoking of this permit
16. **CERTIFICATE AND AFFIDAVIT OF APPLICANT:** I/We certify that all statements made on this application are true and complete to the best of my knowledge. I/We understand that any false statements may result in denial of the requested permit or revocation of any issued permit. I/We further certify that I am, or have permission by, the property owner to conduct the proposed use applied for herein.

Signature of Applicant

Date

Site Plan for Temporary Outdoor Services

Diagram illustrating a site plan for temporary outdoor services. The plan includes a large grid area for drawing, surrounded by dimension lines and labels. The top and bottom horizontal dimensions are labeled "FT." with "P.L." (Proposed Line) markers. The left and right vertical dimensions are also labeled "FT." with "P.L." markers. Below the grid, there are two horizontal sections labeled "SIDEWALK" and "PARKWAY".

NAME: _____

ADDRESS: _____

CITY OF HUNTINGTON PARK

WAIVER AND RELEASE OF LIABILITY

FOR PARTICIPATION IN THE OUTDOOR SERVICES

PROGRAM

In consideration of participation in the City of Huntington Park Outdoor Dining Program ("ODP"), I/We, the undersigned business/property owner(s) listed below agrees and understands that such an activity has inherent risks and other risks associated with the COVID-19 pandemic, and which may result in injury or other damages, including but not limited to those set forth in the assumption and acknowledgment of risks paragraph below. I/We further understand that the City of Huntington Park by permitting the undersigned to participate in the ODP has no oversight or control over the business operations of the undersigned. With the foregoing understandings, I/We agree as follows:

ASSUMPTION AND ACKNOWLEDGMENT OF ALL RISKS. I/We, on my/our own behalf, knowingly, voluntarily, and freely accept and assume any and all risks, both known and unknown, of injuries or other loss or damage that result while participating in the ODP however caused, **even if caused in whole or in part by the action, inaction or negligence** of the City of Huntington Park ("City"), including all City Departments, and its elected and appointed officials, officers, agents, employees, contractors, and volunteers; and all other persons or entities acting in any capacity with respect to the ODP (collectively referred to as "Released Parties"). Such risks include, but are not limited to, contraction of the COVID-19 virus, property damage to personal property, physical and/or emotional injuries (including death) caused by such outdoor dining or contraction of the COVID-19 virus. The risks assumed include those inherent in the ODP offered by the Released Parties.

WAIVER OF ALL CLAIMS. I/We, on my/our own behalf, and on behalf of employees, customers, agents or , **expressly waive any and all claims, suits or demands for personal injury, property damage or other loss** against the Released Parties, and each of them, including but not limited to, **any and all negligence, negligent supervision, negligent operation, negligent hiring and any and all negligent practices associated with the ODP.** To the fullest extent permitted by law, this waiver is **intended to be a complete release of the Released Parties for any and all** responsibility for personal injuries, property damage or death sustained by me/us from participation in the ODP whether arising out of or resulting from, including but not limited to, my or their participation in the ODP. This release is further binding on the heirs, representatives and estates of myself/ourselves. I/We further agree to waive, release and hold harmless the Released Parties, from and against all claims, damages, injuries, expenses, or death arising out of or resulting from administering or participating in the ODP.

INDEMNITY. I/We further agree to defend, indemnify and hold harmless the Released Parties, and each of them, including attorney's fees and costs, against any and all claims, lawsuits or demands resulting from any loss, injury, damage, or death, as well as property damage, arising out of, connected to, or relating in any way to my/our participation in the ODP. This agreement to indemnify the Released Parties, includes, but is not limited to any active or passive negligence of the Released Parties, by me/us, and/or any third party.

I/WE HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS CONTENTS, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, SIGN IT

FREELY AND VOLUNTARILY, THAT PARTICIPATION IN THE ODP IS STRICTLY VOLUNTARY, AND AGREE TO BE BOUND BY IT FOR MYSELF/OURSELVES AND OUR BUSINESS OR BUSINESS ENTITY. If any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Business Name: _____

Business Owner Name: _____

Business Owner Signature: _____

Address: _____

Phone: _____

Date: _____

Business Owner Name: _____

Business Owner Signature: _____

Address: _____

Phone: _____

Date: _____

Property Owner Name: _____

Property Owner Signature: _____

Address: _____

Phone: _____

Date: _____