



**REDWOOD CITY
IMPROVEMENT
ASSOCIATION**

June 16, 2020

To: Restaurants Participating in the "Eat, Sip, Be in RWC" Dining Program Downtown

SUBJECT: How to Determine If You Need Additional Permits to Serve Outdoors

Dear Downtown Business Owners:

On May 22nd, 2020, the Redwood City Improvement Association (RCIA) sent out a survey to downtown restaurants and merchants inquiring on their general interest in participating in an outdoor dining program intended to support local businesses by allowing them to serve onto their adjacent sidewalks and in nearby parking spaces.

In order for participating businesses to serve outdoors during this program, restaurants and bars must possess a valid encroachment permit from the City of Redwood City (for serving food) and a current California ABC license to serve alcoholic beverages (that specifies outdoor serving). Please see below for more information on determining whether you need additional, supplemental permits and/or licenses to serve outside during this program:

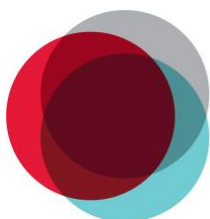
- 1) If you already possess an encroachment permit from the City of Redwood City to serve food outside your place of business and do not plan to serve beyond your immediate business frontage, you do not need a temporary outdoor dining permit from the City.
- 2) If you possess a current outdoor dining permit from the City of Redwood City and plan to serve food beyond your pre-approved area of encroachment, then you will need a Temporary Outdoor Dining permit from the City in order to serve outdoors during this program (attached)

Regarding the serving of alcoholic beverages during the outdoor dining program, similar rules apply to restaurants and bars hoping to participate:

- 1) If you already possess a current ABC license to serve alcoholic beverages directly outside your place of business and do not plan to serve said beverages beyond your licensed premises, you do not need a temporary license to serve from the ABC.
- 2) If you plan to serve alcoholic beverages beyond your licensed premises, then you will need to complete and submit a COVID-19 Temporary Catering Authorization Application (attached)

Thank you for your interest in participating in the "Eat, Sip, Be in RWC" outdoor dining program!

Please direct any questions regarding this program to the RCIA at info@visitrwc.org.








CHAMBER
REDWOOD CITY
SAN MATEO COUNTY

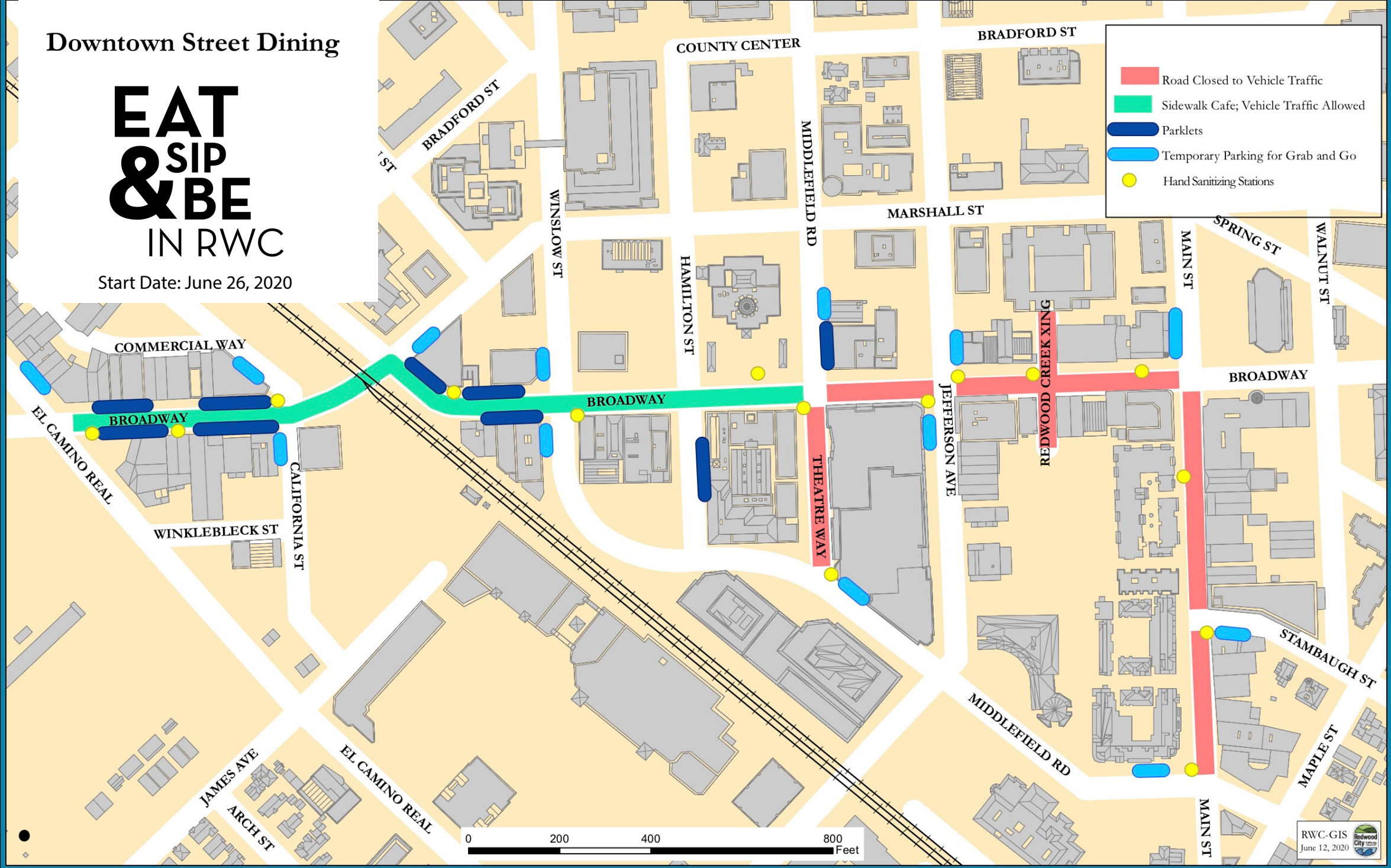


Downtown Street Dining

EAT & SIP & BE IN RWC

Start Date: June 26, 2020

-  Road Closed to Vehicle Traffic
-  Sidewalk Cafe; Vehicle Traffic Allowed
-  Parklets
-  Temporary Parking for Grab and Go
-  Hand Sanitizing Stations





**TEMPORARY OUTDOOR DINING PERMIT (COVID-19)
FOR USE OF PUBLIC AND PRIVATE PROPERTY**

1. Address/location of proposed activity (the "Project Site") _____

2. Description of activity: _____
3. Proposed start date of activity: _____
4. Applicant(s) name(s): _____
5. Name of Business: _____
6. Mailing address: _____
7. Telephone and email: _____
8. City Business License Number or Account ID: _____
9. Check if use is on private property ☐ or on public property ☐
Applicants for use of private property are subject to Section 14.
Applicants for use of public property are subject to Section 15.
10. Provide site diagram or plan showing dining area, proximity to parking and/or traffic lanes.
11. Emergency Proclamation. The terms of the June 15, 2020 Proclamation of the Director of Emergency Services Allowing Outdoor Dining During the COVID-19 Emergency ("Emergency Proclamation") are hereby incorporated by reference.
12. Special Provisions. Applicants must comply with the requirements of Exhibit A (Operational Standards) and Exhibit B (General Terms and Conditions), attached hereto and incorporated by reference.
13. Parking. Where Permittee has exclusive use of a Project Site that is a parking lot, Permittee shall ensure that the Outdoor Activity does not generate adverse parking impacts on adjacent streets.
14. Requirements for Use of Private Property.

- A. Provide private property owner's written, dated and signed consent for use of area to be used for outdoor dining (e.g., a parking lot) by signing this application. This is particularly important where the Applicant does not have exclusive use of the area to be used for outdoor dining, e.g. a shopping center parking lot.
 - B. ADA parking space(s) must not be used for activity under this permit. A minimum of one (1) pick-up/drop-off customer space must be maintained close to the business entrance.
15. Requirements for Use of Public Property – Indemnification and Insurance. Section 15 shall apply where the Applicant is using City Property and/or Right of Way (as defined in [City Code Section 29.2](#)) for any work or activity performed under this Permit, including but not limited to outdoor dining activity. Section 15 is not applicable to the use of private property.
- A. Applicant agrees to defend, indemnify, and hold City and its City Council, officers, officials, employees, agents and representatives (all of the foregoing collectively "**Indemnitees**") harmless from and against all actual and alleged liability, loss, cost, claims, demands, causes of action, suits, legal or administrative proceedings, penalty, deficiency, fine, damage and expense (including, without limitation, reasonable attorneys' fees and costs of litigation) (all of the foregoing collectively "**Claims**") resulting from or arising in connection with work performed by Applicant pursuant to this Permit; Claims resulting from or arising in connection with the failure on Applicant part to perform work under this Permit; Claims resulting from or arising in connection with the use of the Project Site or the improvements located thereon by Applicant or Applicant's agents, employees, invitees, contractors or subcontractors; or Claims arising as a result of or in connection with any release of any hazardous material in, on, under or about the Project Site by Applicant, or Applicant's agents, employees, invitees, contractors, or subcontractors, or any other violation of any environmental law by Applicant or Applicant's agents, employees, invitees, contractors or subcontractors. Applicant's indemnification obligations under this Permit do not apply to any Claims caused solely by the gross negligence or willful misconduct of any of the Indemnitees. Applicant's preceding indemnification obligations shall survive the expiration or earlier termination of this Permit.
 - B. Applicant shall file and maintain on file with the City evidence of self-insurance or a certificate of insurance demonstrating public liability and property damage insurance coverage of a type and in amounts determined sufficient by the City's Risk Manager. The insurance coverage shall insure the Applicant and the City, its City Council, officers, agents, officials and employees, against any loss by reason of injuries to, or death of persons, or damages to property arising out of or related to any work performed by the Applicant, its agents or employees performed under this permit, or arising out of the failure on the Applicant's part to perform work under this permit, or arising from or caused by the structures or encroachments placed in, on, under or over the surface of any right-of-way or City property pursuant to this permit. Such insurance shall be primary and provide coverage for all liability assumed by the Applicant for work performed under this permit and shall be provided by the Applicant in minimum amounts as required by the City's Risk Manager.

Applicant(s) Acceptance of City's Permit Terms and Operational Standards:

Applicant(s) hereby accepts this permit subject to all terms and conditions set forth in the permit application and attached Operational Standards form, and agree(s) that all of said terms, conditions and provisions shall be binding on Applicant(s), co-owners, heirs, assigns, transferees and successors of interest of every nature.

Applicant Signature: _____ Date: _____

Applicant Signature: _____ Date: _____

Property Owner Signature: _____ Date: _____

---- City of Redwood City Staff Use Only ----

Permit No: _____; **Applicant:** _____

PERMIT GRANTED BY CITY ENGINEER, CITY OF REDWOOD CITY

Permit Valid Beginning: _____

Evidence of Insurance Provided: _____

Address/Location of Activity: _____

Conditions: **Permit Subject to Terms in the Attached Exhibit A and Exhibit B**

Permit Issued By: _____ **On this date:** _____

Please submit completed forms to: encroachment@redwoodcity.org

INSTRUCTIONS FOR COMPLETING APPLICATION

I. GENERAL

- A. Complete the Application for the Temporary Outdoor Dining Permit (COVID-19) by filling in all requested information, and by signing the application as the Applicant on the second page.
- B. Fees for encroachments under City Code Section 29.26 are waived by the Director of Emergency Services/City Manager.

II. INSURANCE (City Property or Right of Way)

- A. Companies writing the insurance required under the Application shall be licensed to do business in the State of California, or be permitted to do business under the Surplus Line Law of the State of California.

COVERAGE REQUIRED

- B. Where Applicant is using City property or Right of Way, Applicant shall procure and maintain throughout the duration of this permit the following insurance coverage:

Commercial General Liability Insurance. This insurance shall protect the Applicant from claims for bodily injury and property damage that may arise because of work performed pursuant to this permit.

- 1. Type of Coverage. This policy of insurance shall include the City of Redwood City, its Council, boards, commissions, officers, employees, and agents as insureds under this policy, but solely as respects liability arising out of all operations of the Applicant for work performed pursuant to this permit. This policy shall provide coverage to each of the said insureds with respect to said work. Both bodily injury and property damage insurance must be on an occurrence basis, and said policy shall provide that the coverage afforded thereby shall be primary coverage to the full limit of liability stated in the declaration, and if the said insureds have other insurance against the loss covered by said policy that other insurance shall be excess insurance only.
- 2. Amount of Coverage. The bodily injury and property damage liability coverage for the comprehensive general liability insurance policy and the automobile liability insurance policy shall each provide for the following limits of liability coverage: \$1,000,000 on account of any one occurrence with an aggregate limit of not less than \$1,000,000 combined single limit.

3. *Umbrella Policy.* At the option of the Applicant, primary limits may be less than required, with an Umbrella Policy providing the additional limits needed. This form of insurance will be acceptable provided that the Primary and Umbrella Policies both provide the insurance coverages herein required.

Worker's Compensation and Employers' Liability Insurance. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the Applicant is required to secure the payment of compensation to their employees, and for that purpose, obtain and keep in effect adequate Workers' Compensation Insurance. If the Applicant, in the sole discretion of the City of Redwood City, satisfies the City of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, they may so act, and in such case, the insurance required by this paragraph need not be provided.

The Applicant is advised of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of that code, shall comply with such provisions and have Employer's Liability limits of \$1,000,000 per accident before commencing the performance of any work authorized by this permit.

III. PROOF OF COVERAGE

- A. Prior to beginning work, Applicant shall furnish the City with copies of the insurance certificate and endorsements. The endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- B. Insurance must include endorsements naming the City of Redwood City, its Council members, officers, boards, commissions, employees, and agents as additional, primary insureds.
- C. The endorsements are required for the General Liability Insurance.
- D. The insurance certificates and endorsements are to be received and approved by the City before work commences.

Exhibit "A"

Operational Standards

Eligibility

1. Outdoor Activities on private property shall be available only for those current tenants of the shopping center or commercial building and shall not be available to mobile businesses, or on vacant property, or on property without commercial tenants.
2. All Outdoor Activities conducted on private property must be done with consent of the property owner.

Safety, Location, Accessibility

3. All Outdoor Activities shall be consistent with State Guidelines, Executive Orders and County Health Requirements issued by the State and County in response to COVID-19 ("State and County Orders"). Outdoor Activities must, at all times, be operated in accordance with State, and County Orders, including but not limited to, health guidelines regarding number of patrons, disinfectants, table spacing, use of shared materials, staff hygiene, and social distancing.
4. No permanent item or structures shall be installed on City property. No permanent or temporary signage shall be affixed to any publicly owned structure, including but not limited to streetlights, benches, bus shelters, or similar appurtenances.
5. The Outdoor Activity area shall be contiguous to commercial structures or walkways immediately adjacent to commercial structures. Businesses on private property shall utilize outdoor space contiguous to their tenant space unless authorized by the landlord to use other space contiguous to commercial structures or walkways immediately adjacent to structures. Notwithstanding the foregoing, a landlord may designate an alternative location for consolidated outdoor dining of take-away meals provided all other provisions of this Proclamation and County Health Orders are followed.
6. Temporary barriers not exceeding three (3) feet in height shall be placed in a safe manner around the Outdoor Activity area.
7. The Outdoor Activity area must remain clear of drive aisles and fire lanes necessary to provide adequate vehicular circulation and access by public safety vehicles in the event of a fire, medical, or other emergency.
8. A temporary accessible ramp from curb to Outdoor Activity area is required if a permanent ramp is not already available.
9. Accessible parking stalls, accessible van loading areas, and associated paths of travel shall not be impeded by Outdoor Activity areas.
10. Restaurants shall not be permitted to expand beyond pre-Covid-19 seating capacity.

11. No permanent items or structures shall be installed within the Outdoor Activity area.
12. All walkways and sidewalks shall maintain a five-foot clear path of travel.

Operations

13. Temporary canopies or tents must comply with fire requirements. Permits from the Redwood City Fire Department are required for canopies or tents over 400 square feet.
14. Hours of operation for Outdoor Activity uses shall not exceed the normal hours of operation for the corresponding business with which the outdoor use is associated.
15. Outdoor Activity areas shall be maintained free of trash and debris.
16. Any outdoor alcohol consumption shall be in compliance with the rules and regulations of the Department of Alcoholic Beverage Control and County Health Orders.
17. No outdoor music or entertainment is permitted.
18. Outdoor cooking or grilling is not permitted.

Exhibit "B"

General Terms and Conditions

1. Applicant shall not use the Project Site to transport or store any hazardous materials.
2. The Outdoor Activity shall not restrict visibility to any traffic control devices or signs.
3. The Outdoor Activity shall not occupy exclusive bike lanes (where parking is not permitted), bus stops, or "no parking zones."
4. Upon request by the City, Applicant shall maintain and/or re-establish access to any blocked or covered utility pole, manhole, vault, cleanout, valve, junction box, meter box or other facility.
5. Applicant shall maintain Outdoor Activity and the Project Site in a good and safe condition.
6. Applicant shall ensure adequate visibility of the Outdoor Activity during daytime and nighttime hours.
7. Any public and/or private improvements damaged by the Outdoor Activity must be repaired or replaced in-kind to the satisfaction of the improvement owner and at Applicant's expense.
8. Applicant shall, at Applicant's expense, remove said Outdoor Activity, and this permit shall terminate upon expiration of the Emergency Proclamation, or within thirty (30) days after written notice from the City Engineer, whichever is sooner. Applicant agrees that in the event of failure to remove such Outdoor Activity within the time specified, the same may be removed by the City at Applicant's expense, which cost shall be reimbursed by Applicant to City.
9. Applicant shall comply with applicable City noise ordinances. Applicant shall also comply with all applicable local, state and federal laws, regulations, rules and orders, including without limitation all environmental laws, and further including City Code Chapter 29 (Streets, Sidewalks and Work in or Use of City Right of Way) except where exempted under the Emergency Proclamation.
10. If the Project Site is City property or Right of Way, Applicant shall make no alterations whatsoever to the Project Site unless authorized in writing in advance by City. Any alterations authorized by City shall be constructed in strict conformance with plans approved by City.
11. This Permit, together with these General Terms and Conditions and any referenced exhibits, attached hereto and incorporated herein by reference, constitutes the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statement with respect thereto. This Permit may be amended only by a written instrument executed by the parties hereto. If any term, provision, or condition of this Permit is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Permit shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged thereby.

12. A waiver by either party of the performance of any covenant or condition herein shall not invalidate this Permit nor shall the delay or forbearance by either party in exercising any remedy or right be considered a waiver of, or an estoppel against, the later exercise of such remedy or right. No waiver of any breach of any covenant or provision of this Permit shall be deemed a waiver of any subsequent breach of the same or any other covenant or provision hereof. No waiver shall be valid unless in writing and executed by the waiving Party.
13. The rights granted hereby are personal to Applicant and may not be transferred or assigned by operation of law or otherwise without the written consent of City. Nothing in this Permit is intended to or shall confer upon any person other than the Parties any rights or remedies hereunder.
14. Working hours are limited to normal operating business hours. Applicant shall be solely responsible for providing all protective and safety measures necessary.
15. Applicant shall provide for safe movement of vehicular, bicycle, and pedestrian traffic including persons with disabilities in accordance with the Americans with Disabilities Act (ADA) through and around construction operations.
16. Final Decision; Appeal. The issuance of this permit shall constitute the final decision of the Community Development and Transportation Department. If Applicant wishes to dispute any condition of approval listed in this Permit, it has fifteen (15) days from the date of permit issuance to file an appeal to the City Manager or designee, which may be a hearing officer. The appeal shall be heard as soon as feasible and informally conducted.

COVID-19 TEMPORARY CATERING AUTHORIZATION APPLICATION

Before completing this application, please review Form ABC-218 CV19 Instr. for important information regarding the COVID-19 Temporary Catering Authorization.

Instructions: Indicate the license number this temporary authorization will apply to in the appropriate box and then complete sections #1 and #2. Once complete, submit to the local ABC office with a non-refundable payment in the amount of \$100.00. Acceptable forms of payment are business/personal check, cashiers check or money order. You must also submit Form ABC-253 which clearly identifies where the area is in relation to the existing licensed premises. If you are entering into an agreement with another person/entity for meal service, you must also submit a copy of the agreement or contract which establishes the details of this business relationship. Incomplete or inaccurate applications may result in delay or denial of the application request. If approved, a COVID-19 Temporary Catering Authorization will be sent to you via the email address you provide below. If you do not have a valid email address, the authorization will be mailed to your premises.

LICENSE NUMBER

RECEIPT NUMBER (FOR ABC USE ONLY)

TOTAL FEE

SECTION 1 (Application Details And Licensee Acknowledgment)

1. LICENSEE NAME(S) (If an individual, first name, middle name, last name.)		2. CONTACT PERSON	3. CONTACT PHONE NUMBER
4. LICENSED PREMISES ADDRESS		5. EMAIL ADDRESS	
6. DESCRIPTION OF EXPANDED AREA (Adjacent suite, sidewalk, parking lot, etc.) You must also complete and submit Form ABC-253 which identifies where the expansion is in relation to the existing premises.			
7. DESCRIPTION OF HOW THE EXPANDED AREA WILL BE DELINEATED (Theater style stanchions and rope, temporary fencing, etc.)			
8. WILL THE EXPANDED AREA BE SHARED WITH ANY OTHER PERSON <input type="checkbox"/> Yes <input type="checkbox"/> No		9. ARE YOU CONTRACTING WITH ANOTHER PERSON FOR MEAL SERVICE (If yes, you must attach a copy of the agreement) <input type="checkbox"/> Yes <input type="checkbox"/> No	
10. DO YOU HAVE LEGAL AUTHORITY TO USE THE REQUESTED AREA <input type="checkbox"/> Yes <input type="checkbox"/> No		11. WHAT IS YOUR LEGAL AUTHORITY TO USE THE AREA (Valid lease, rental contract, city permit, etc.)	

IN COMPLETING THIS APPLICATION FOR A COVID-19 TEMPORARY CATERING AUTHORIZATION, I ACKNOWLEDGE ALL OF THE FOLLOWING:
Check all of the boxes below. Failure to acknowledge all of the below may result in delay or denial of the application

- ☐ The requested expansion and its intended operation is and must remain consistent with state and local health and safety directives. Additionally, I have forwarded a copy of this application request to the appropriate local law enforcement agency.
- ☐ This authorization is limited to service of those alcoholic beverages authorized by the applicant license type.
- ☐ If approved, the authorization will be limited to service of alcoholic beverages during times in which bona fide meals are being served in the expanded area, whether by us or another person/entity under agreement with us.
- ☐ Except as to any conditions that the Department has determined will not be enforced under other Notices of Regulatory Relief, any operating conditions in place for the existing licensed premises will apply to the temporarily expanded area.
- ☐ If the Department determines that operation of the temporarily expanded area is contrary to public health, safety, or welfare, new or additional operating conditions may be added to the authorization at the time of or after its issuance.
- ☐ If the temporarily expanded area is being shared with other ABC licensees, we will be held jointly responsible for any violations that may occur within the shared area.
- ☐ If approved, the authorization may be canceled by the Department for reasons including, but not limited to: 1) upon termination of the temporary program granting the issuance of this authorization; 2) for violations of any law, rule, ordinance, or directive pertaining to business activities conducted on the premises and expanded area; 3) for negatively impacting nearby residents; 4) upon objection by local law enforcement; 5) if in the discretion of the Department continuance of the permit will negatively impact the public health, safety, or welfare.

SECTION 2 (Licensee Declaration And Signature)

I declare under penalty of perjury that to the best of my knowledge these statements are true and correct.

LICENSEE SIGNATURE

DATE SIGNED

SECTION 3 (FOR ABC USE ONLY)

ABC-253 ATTACHED <input type="checkbox"/> Yes <input type="checkbox"/> No	MEAL PROVIDER CONTRACT REQUIRED <input type="checkbox"/> Yes, attached <input type="checkbox"/> No	IS MEAL PROVIDER A LICENSEE ALSO <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	APPLICATION APPROVED <input type="checkbox"/> Yes <input type="checkbox"/> No
APPROVAL /DENIAL BY (ABC Official Name)		ABC OFFICIAL SIGNATURE	DATE SIGNED

COVID-19 TEMPORARY CATERING AUTHORIZATION INFORMATION

Purpose of a COVID-19 Temporary Catering Authorization

The COVID-19 Temporary Catering Authorization is intended to assist qualified hospitality businesses with reopening in a manner that is consistent with local and state health and safety directives. This specifically includes temporarily expanding the licensed area of a qualified business to accommodate patrons while abiding by social distancing guidelines and directives.

Who May Obtain a COVID-19 Temporary Catering Authorization

Any licensee with on-sale retail privileges may qualify for a COVID-19 Temporary Catering Authorization. A Caterer's Permit (Type 58) is not required to qualify for this authorization. The COVID-19 Temporary Catering Authorization authorizes the on-site consumption of those alcoholic beverages for which the licensee has on-sale privileges; on property that is adjacent to the licensed premises, that is under the control of the licensee, and where bona fide meals are being served. For purposes of the COVID-19 Temporary Catering Authorization, bona fide meals may be prepared and served by the licensee or any other person or business under an agreement with the licensee.

A COVID-19 Temporary Catering Authorization will only be considered for those businesses located in counties which have loosened restrictions on "in-person dining". Applications submitted for counties which are not currently allowing this type of activity will be returned.

Acceptable Locations for a COVID-19 Temporary Catering Authorization

Qualified businesses may apply for a COVID-19 Temporary Catering Authorization that temporarily expands their existing licensed premises to include an area that is adjacent to the licensed premises, under the control of the licensee, and where bona fide meals are being served. If approved, the authorization will be limited to service of alcoholic beverages during times in which meals are being served in the expanded area, whether by the licensee or another person under agreement with the licensee. Adjacent areas under the control of the licensee include, but are not limited to:

- indoor areas that are accessible from within the licensed premises but not currently licensed;
- outdoor areas that are accessible from the licensed premises but not currently licensed;
- indoor and outdoor areas under the control of the licensee and one or more other businesses;
- parking lots;
- sidewalks and other public thoroughfares that are closed to public access during the period of service;
- other areas within close proximity to the licensed premises that are immediately accessible to the licensee, and that are secured by and under the control of the licensee, at the discretion of the Department.

In all areas approved under the COVID-19 Temporary Catering Authorization, the licensee may exercise only those privileges authorized by the licensee's license and shall comply with all provisions of the ABC Act pertaining to the conduct of on-sale premises. Violations of these provisions, as well as the terms and conditions of the COVID-19 Temporary Catering Authorization, may be grounds for suspension or revocation of the licensee's license, as though the violation occurred on the licensed premises. The COVID-19 Temporary Catering Authorization may be immediately canceled by the Department if any violations occur within the temporarily authorized area or within the permanently licensed premises.

If the temporarily authorized area is being utilized by one or more other licensees, all licensees sharing the area will be jointly responsible for compliance with all applicable laws and rules pertaining to their respective licenses and authorizations and for any violations that may occur within the shared common temporarily authorized area. If at any point a licensee wants to terminate its liability for a shared area, it must cancel its COVID-19 Temporary Catering Authorization.

How to Apply for a COVID-19 Temporary Catering Authorization

If you are a qualified business, you may apply for a COVID-19 Temporary Catering Authorization by submitting a completed COVID-19 Temporary Catering Authorization Application (Form ABC-218 CV19) to your nearest ABC office. You must also submit a Supplemental Diagram (Form ABC-253) which clearly identifies where the requested area is in relation to the existing licensed premises. If you are entering into an agreement with another person/entity for meal service, you must also submit a copy of the agreement or contract which establishes the details of this business relationship. The fee for a COVID-19 Temporary Catering Authorization is \$100.00. This fee is non-refundable regardless of whether the application is approved or denied.

Depending on the circumstances involving the temporary expansion you are requesting, the office accepting the application may also require that you submit additional forms. Each qualified licensed location may apply for only one COVID-19 Temporary Catering Authorization. However, a single authorization may include multiple adjacent areas under the licensee's control. Prior to submitting this application, it is your responsibility to:

- ensure you have legal authority to use the area(s) requested;
- ensure the temporary expansion request has the approval of applicable local agencies (i.e., zoning, law enforcement);
- ensure the temporary expansion request is being made in accordance with applicable city, county, and state guidelines regarding social distancing and the legality of your business being open for in-person service (This may vary by jurisdiction);
- ensure the temporary expansion request will not negatively impact the surrounding area (i.e., residences, nearby businesses).

Failure to do any of the above may result in denial of the application; or an immediate cancellation of the authorization if one has been issued and any of the above is subsequently determined to have not been met.

If your application for a COVID-19 Temporary Catering Authorization is approved, the approving office will send you a COVID-19 Temporary Catering Authorization via email. If you prefer, the authorization can be sent to you via U.S. mail as opposed to email. The authorization must be kept on-site along with the diagram of where the temporarily expanded area is in relation to the existing licensed premises (Form ABC-253). Pursuant to the Notice of Regulatory Relief which allows for the issuance of a COVID-19 Temporary Catering Authorization, businesses located in counties that have lifted restrictions on in-person dining may begin operating in the requested area(s) upon submission of a completed application and payment of the \$100 fee. However, please note that if the application is subsequently denied you will have to cease operation in the requested area(s) and will not be entitled to a refund. If your application for a COVID-19 Temporary Catering Authorization is denied, you will be notified of the denial along with the reason(s) which resulted in its denial.

If, after issuance of a COVID-19 Temporary Catering Authorization, you want to make changes to the temporarily authorized area(s) or add an additional area, you will need to complete and submit a new application and payment in the amount of \$100. If approved, the new authorization will replace the existing authorization on file.

Additional Information

If approved the COVID-19 Temporary Catering Authorization may be canceled as follows:

- for reasons indicated previously in this document;
- upon the termination of this COVID-19 Temporary Catering Authorization program;
- for any violation of the ABC Act, or for violation of applicable laws, rules, ordinances, and other directives pertaining to business activities conducted on the premises and expanded area;
- for disturbance of the quiet enjoyment of nearby residents;
- upon objection by local law enforcement;
- if operation of the temporarily authorized area is inconsistent with State or local public health directives, including social distancing directives or guidance;
- if in the discretion of the Department continuance of the COVID-19 Catering Authorization will negatively impact the public's health, safety, or welfare.

Canceled COVID-19 Temporary Catering Authorizations will not be refunded.

Alcohol Beverage Control (ABC)

COVID-19 Links

ABC Website

<https://www.abc.ca.gov/>

ABC COVID-19 Webpage with revised regulations

<https://www.abc.ca.gov/law-and-policy/coronavirus19/>

FAQ about COVID-19 Temporary Catering Authorization (Expansion)

<https://www.abc.ca.gov/law-and-policy/coronavirus19/frequently-asked-questions/>

COVID-19 Temporary Catering Authorization Application

<https://www.abc.ca.gov/wp-content/uploads/forms/ABC218CV19.pdf>