OUTDOOR DINING PERMIT
(Sidewalk Café)

Submittal Dates:

- Applications for an outdoor dining permit are accepted until 3:00 p.m. on any regular business day.

Procedures for Outdoor Dining Permits:

- Procedures are specified in Reno Municipal Code Section 18.06.410 (Outdoor Dining Permits).
- Paper originals, one copy, and a disc with the application and supplemental materials is required. Please also provide the application on a disc.

Reviewing Bodies:

- The application and accompanying information will be circulated to various agencies including Community Development and Public Works Departments for review.

- Following a 30 day review period, City staff will issue a letter to approve, deny or approve the request with conditions, which will be made available to the applicant.

Outdoor Dining Permit Findings:

1) The proposed design and signage complies with requirements of RMC Title 18.
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.

Decisions:

- The decision of the administrator may be appealed in accordance with RMC 18.06.208 (Appeals of Administrative Decisions)
(2) The administrator may approve minor facade alterations, minor changes in the site plan and minor changes in the conditions of approval at the request of the applicant and/or owner as long as the administrator first determines that:
   a. The proposed changes are consistent with applicable provisions of Title 18;
   b. The proposed changes are within the scope of the original approval;
   c. The proposed changes will not adversely affect neighboring properties or the public in general;
   d. The proposed changes respond to comments made or during the public hearing, or involve issues that were not contested at the public hearing.
   e. The proposed changes are improvements or upgrades to the original approval.

(Ord. No. 5729, § 5, 9-16-05; Ord. No. 5755, § 12, 10-12-05; Ord. No. 6171, § 5, 1-19-11; Ord. No. 6209, § 1, 10-12-11)

Section 18.06.409. Reserved.

Section 18.06.410. Outdoor Dining Permit.

(a) APPLICABILITY.
   Outdoor dining, including sidewalk cafes, is not allowed without authorization of an outdoor dining permit as set forth in this section. This section shall not apply to outdoor dining authorized by a special event permit issued pursuant to Chapter 4.48 of the Reno Municipal Code.

(b) INITIATION.
   Outdoor dining permits shall be initiated by application of the property owner.

(c) REVIEW PROCESS.
   (1) Administrator.
       The administrator shall review and make a decision on outdoor dining permits within 30 days of application.

   (2) Appeals.
       The decision of the administrator may be appealed in accordance with Section 18.06.208 above.

(d) FINDINGS.
   In order to approve an outdoor dining permit, the recommending or deciding body shall make the following findings:
       (1) The proposed design and signage complies with requirements of Title 18.
       (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.

(e) CONDITIONS.
   Approval of an outdoor dining permit shall be subject to the following conditions under which outdoor dining may occur:
       (1) Compliance with the sidewalk cafe use regulations in Section 18.08.203;
(2) Execution of a hold harmless agreement in a form acceptable to the city attorney;

(3) Certificate of insurance carrying comprehensive general liability issued by an authorized representative of the insurance carrier. Each certificate will bear a 30-day written notice of cancellation to the certificate holder and shall name the city as an additional insured.

(4) Such other conditions as are necessary for public safety or to protect public improvements.

(5) Conditions necessary to restore the appearance of the sidewalk on termination of use.

(f) SUSPENSION OR REVOCATION OF PERMIT.
An outdoor dining permit issued under this chapter may be suspended or revoked for any of the following reasons:

(1) Conducting the business of outdoor dining contrary to the conditions of the permit or in violation of any law or ordinance; or

(2) Conducting the business of outdoor dining in such a manner as to create a public nuisance or constitute a danger to the public health, safety or welfare.

(g) DUTIES OF THE PERMITTEE.
Every permittee authorized to conduct business under this section shall:

(1) Ascertain and at all times comply with all laws and provisions of this title applicable to the operation of an outdoor dining cafe;

(2) Terminate the business after the expiration of the permit and during any period when such permit has been suspended or revoked; and

(3) Surrender the permit promptly upon its revocation or suspension.

(h) PENALTIES.
Any person violating requirements or conditions for an outdoor dining permit shall be subject to provisions of Chapter 1.05 of the Reno Municipal Code.

Section 18.06.411. Minor Deviations.

(a) APPLICABILITY.
The administrator may approve minor deviations from the strict compliance with this title's land development regulations as follows:

(1) Minor deviations from code requirements.
The administrator may approve or deny the following minor deviations of less than ten percent in Code requirements concerning:

a. Lot area;

b. Lot dimensions;

c. Off-street parking;

d. Loading spaces;

e. Structure height;

f. Setbacks;

g. The kind and extent of the buffering or screening to be provided between land uses;
(5) **Sidewalk cafés.**

a. **Purpose.**
The purpose of the regulations and standards in this chapter is to allow increased business and pedestrian traffic by providing safe and visually appealing opportunities for outdoor dining.

b. **Outdoor dining permit required.**
Outdoor dining, including sidewalk cafés, is not allowed without authorization of an outdoor dining permit as set forth in Section 18.06.410 of this title.

c. **Outdoor dining in public rights-of-way permitted.**
Outdoor dining is not permitted where the speed, volume or nearness of vehicular traffic is not compatible with sidewalk dining. All outdoor dining area must be adjacent to and incidental to the operation of an indoor restaurant or a building including an indoor restaurant. Use of the sidewalk must be confined to the actual sidewalk and public right-of-way frontage of the indoor restaurant building. Outdoor dining shall not be allowed within ten feet of a fire hydrant, fire department standpipe connection, fire escape, bus stop, any doorway posted as an exit, loading zone, mail boxes, or traffic signal stanchions.

d. **Required sidewalk width.**
Outdoor dining is permitted only where the sidewalk is wide enough to adequately accommodate both the usual pedestrian traffic in the area and the operation of the proposed activity. The outdoor dining area shall leave not less than six consecutive feet of sidewalk width at every point which is clear and unimpeded for pedestrian traffic.

e. **Alcoholic beverage restrictions.**
The service of alcoholic beverages shall be restricted solely to on-premise consumption by customers within the outdoor dining area. Each of the following standards apply to service of alcoholic beverages:

1. The outdoor dining area must be immediately adjacent to and abutting the indoor restaurant which provides it with food and beverage service;

2. The outdoor dining area must be clearly separated from pedestrian traffic;

3. The operator shall post a written notice to customers that the drinking or carrying of an open container of alcoholic beverage is prohibited and unlawful outside the outdoor dining area; and
4. The outdoor dining operation must maintain a valid alcoholic beverage license.

f. **Health standards.**
   The operator shall not permit the following outside the building: tables preset with utensils, glasses, napkins, condiments, busing service stations or trash and garbage storage. Outdoor food preparation is not allowed except in compliance with conditions of an outdoor dining permit. All exterior surfaces within the outdoor dining area shall be easily cleanable and shall be kept clean at all times by the permittee. Restrooms sufficient for indoor and outdoor dining shall be provided in the adjoining indoor restaurant. The permittee shall be responsible for maintaining the outdoor dining area, including the sidewalk surface and furniture and adjacent areas in a clean and safe condition.

g. **Hours of operation.**
   Outdoor cafés may only operate between 7:00 a.m. and 12:00 a.m..

h. **Special closures.**
   Outdoor dining is a privilege. The city shall have the right and power, acting through the city manager, or his 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.

(6) **Utilities, Alternative Systems.**
   In all zoning districts, all alternative utility systems, as defined in Section 18.24.203 shall comply with the following regulations:
   
a. Except for wind turbines, systems shall be screened from view or integrated into the design of the structure in compliance with Section 18.12.1208(c) "Storage, Loading Area, and Utility Screening."

b. A system must comply with applicable fire codes and building codes.

c. Before the installation of a system, the applicant must provide satisfactory evidence that the electrical utility provider has been informed of the applicant's intent to install a system. An off grid system shall be exempt from this requirement if the property is not served by an electrical utility provider.

d. Prior to issuance of a building permit for solar alternative utility systems, the applicant shall provide a glare analysis demonstrating to the satisfaction of the administrator that there will be no significant glare impacts on surrounding properties.

e. Wind turbine alternative utility systems must adhere to the following:
   1. Building permit applications must include, at a minimum:
      i. Standard drawings of the wind turbine structure including base, tower, and footings.
City of Reno
Outdoor Dining Permit

RESTAURANT BUSINESS NAME

BUSINESS ADDRESS

OUTDOOR DINING AREA SIZE (SQUARE FOOTAGE AND DIMENSIONS) ASSESSOR PARCEL NUMBER (APN)

RIGHT OF WAY BELONGS TO: □ CITY OF RENO □ NDOT □ OTHER

<table>
<thead>
<tr>
<th>PROPOSED NUMBER OF SEATS</th>
<th>PROPOSED NUMBER OF TABLES</th>
<th>PARKING SPACES REQUIRED (INTERIOR PLUS OUTDOOR DINING AREA)</th>
<th>PARKING SPACES PROVIDED REQUIRED (INTERIOR PLUS OUTDOOR DINING AREA)</th>
<th>PROPOSED HOURS OF OPERATION FOR OUTDOOR DINING AREA</th>
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<td>DAYS &amp; HOURS:</td>
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PROPERTY OWNER

NAME
MAILING ADDRESS
PHONE
EMAIL

APPLICANT

NAME
MAILING ADDRESS
PHONE
EMAIL

AGENT AND CONTACT

NAME
MAILING ADDRESS
PHONE
EMAIL

An outdoor dining permit is only applicable to use of a sidewalk and/or public right-of-way in association with a restaurant use within a building. Use of the sidewalk must be confined to the actual sidewalk or right-of-way frontage of the indoor restaurant.

I CERTIFY THE INFORMATION SUBMITTED TO THE CITY OF RENO IS COMPLETE AND ACCURATE

APPLICANT SIGNATURE

PERMIT ISSUANCE DATE ISSUED BY

If more space is needed for any section attach additional sheets.
# OUTDOOR DINING PERMIT SUPPLEMENTAL INFORMATION

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<tr>
<td>1.</td>
<td><strong>Owner Affidavit</strong> Property owner must be the requestor or authorize the applicant to make the request.</td>
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<tr>
<td>2.</td>
<td><strong>Applicant Affidavit</strong> The applicant must operate an indoor restaurant where the outdoor dining permit is incidental to the operation of the indoor restaurant.</td>
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<tr>
<td>3.</td>
<td><strong>Hold Harmless Agreement</strong> Applicant is required to execute a hold harmless agreement. <em>Please see City of Reno Planning Department staff for appropriate Hold Harmless form.</em></td>
</tr>
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<td>4.</td>
<td><strong>Insurance</strong> Comprehensive general liability issued by an authorized representative of the insurance carrier is required. Certificate shall note a 30-day written notice of cancellation to the certificate holder and shall name the City as an additional insured. Does your application include a certificate that meets the criteria? Yes [ ] No [ ]</td>
</tr>
<tr>
<td>5.</td>
<td><strong>Outdoor Dining in Public Rights-of-Way</strong> Outdoor Dining Permits must be adjacent to and incidental to the operation of an indoor restaurant. Does your request meet this requirement? Yes [ ] No [ ]</td>
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<td>6.</td>
<td><strong>Distance Between Outdoor Dining Area and Existing Improvements</strong> Outdoor dining shall be located a minimum of ten feet from the following (site plan must demonstrate this requirement is met by the request): - Fire Hydrant - Fire Dept. Standpipe Connection - Fire Escape - Bus Stop - Doorway Posted as an Exit - Loading Zone - Mail Box - Traffic Signal Stanchions Does your request meet the minimum ten foot distance requirements? Yes [ ] No [ ] Applicant Initials ______</td>
</tr>
<tr>
<td>7.</td>
<td><strong>Required Unobstructed Sidewalk Width</strong> Outdoor dining areas shall leave a minimum six foot wide sidewalk that is clear of any obstructions and meets public right of way accessibility guidelines (PROWAG). Does your request meet the minimum six foot sidewalk requirements? Yes [ ] No [ ] Applicant Initials ______</td>
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</table>
OUTDOOR DINING PERMIT SUPPLEMENTAL INFORMATION

1) Does the restaurant serve alcohol? 1) Yes □ No □

2) Will alcohol be served in the outdoor dining area? 2) Yes □ No □

3) If alcohol is served within the outdoor dining area:
   a) Is the outdoor dining area immediately adjacent to and
      abutting the indoor restaurant? 3a) Yes □ No □

   b) Is the outdoor dining area clearly separated from
      pedestrian traffic? 3b) Yes □ No □

   c) Is signage proposed to provide written notice to
      customers that drinking or carrying an open container
      outside of the outdoor dining area is prohibited and
      unlawful? 3c) Yes □ No □

8. Alcohol

9. Health Standards
   The applicant is aware of, and will comply with the health
   standards outlined in RMC 18.08.0203(e)(5)(f) (Health
   Standards for Sidewalk Cafes)
   I have read and will comply with the Health Standards
   Applicant Initials _________

10. Exterior Improvements
    Are any exterior improvements within the outdoor dining area proposed as a part of this request?
    Yes □ No □ If yes, please provide a description below and identify improvements on the site plan

11. Special Closures
    Per RMC: Outdoor dining 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 of 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, repairs to the street or sidewalk, or from demonstrations or
    emergencies occurring in the area. To the extent possible, the permittee shall be given written
    notice of any time period during which the operation of the outdoor dining area will be prohibited
    by the City.

ADDITIONAL REQUIREMENTS FOR OUTDOOR DINING PERMITS

A site plan must be provided with all applications for outdoor dining permits. The site plan must include all
of the following:

- Restaurant building with floor plan of area adjacent to requested outdoor dining area.
- Doors and openings from restaurant space and public right-of-way to outdoor dining area.
- Dimensions of: proposed outdoor dining area, distance from outdoor dining area and existing
  improvements, sidewalk width, and any proposed improvements.

Other Proposed Improvements
Please include details, pictures, or other acceptable examples of all proposed improvements associated
with the outdoor dining area.
OWNER AFFIDAVIT

I am the owner/authorized agent of the property involved in this petition and that I authorize ______________________ (name) to request development related applications for _________ inclusive of Assessor Parcel Numbers ________________, which are further described in the attached legal descriptions. I declare under penalty of perjury that the foregoing is true and correct for development case number ________________ (to be filled in by City of Reno staff).

Executed on ________________, in __________________, __________________
(date) (City) (State)

________________________________________
Signature

________________________________________
Printed Name

STATE OF NEVADA    )
                     ) ss
COUNTY OF WASHOE    )

On this _____ day of __________, 20____, ____________________________ (name) personally appeared before me, a Notary Public in and for said County and State, known to me to be the owner/authorized agent of the above property who acknowledged to me that they are authorized to and did execute the above instrument on behalf of said application.

________________________________________
Notary Public
APPLICANT AFFIDAVIT

I am the applicant and/or consultant/firm involved in this petition and the foregoing statements and answers herein contained and the information herewith submitted for ________________________________ (*use list below) are in all respects complete, true, and correct to the best of my knowledge and belief. I declare under penalty of perjury that the foregoing is complete, true and correct for development case number __________________ (to be filled in by City of Reno staff).

Executed on _______________, in __________________, __________________
(date) (City) (State)

Company: ________________________________

Name: ________________________________

Title: ________________________________

Signed: ________________________________

STATE OF NEVADA )
) ss
COUNTY OF WASHOE )

On this _____ day of ____________, 20____, ________________________________ (name) personally appeared before me, a Notary Public in and for said County and State, known to me to be the applicant and/or consultant/firm involved in this petition who acknowledged to me that they are authorized to and did execute the above instrument on behalf of said application.

______________________________
Notary Public
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 18.06.410)

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Operator</th>
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<table>
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<tr>
<th>City</th>
<th>Operator</th>
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</table>
|      | City of Reno  
      | One East First Street  
      | P.O. Box 1900  
      | Reno, NV 89512  
      | Attn: |

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<tr>
<th>Location</th>
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<tr>
<th>Dining Operation</th>
<th>Operator</th>
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<tr>
<td>Dining tables and chairs as depicted in Exhibit A.</td>
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<th>Hours of Operation</th>
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<tr>
<th>Insurance Coverage</th>
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<tr>
<td>◊ Commercial General Liability of not less than $1,000,000 per occurrence/$2,000,000 in the aggregate.</td>
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<td>◊ Auto insurance as required by law.</td>
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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 18.06.410 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 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 pursuit 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 excepted.

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. **Governng 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: _________________________________

City of Reno

**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: _________________________________

Hillary Schieve, Mayor
ATTEST:

BY: ________________________________
   Ashley D. Turney, City Clerk

State of Nevada   )
      )
County of Washoe )

Acknowledgement in representative capacity
(NRS 240.1665)

This instrument was acknowledged before me on ________________
by ____________________________ as ____________________________
of ____________________________.

______________________________
Notary Public