

TERMS & CONDITIONS for ROW APPLICATIONS

- 1. COVID-19 Public Health Requirements and Other Standard Conditions.** The Permittee shall comply and further shall cause its employees, agents, guests, invitees, and contractors to comply with all state and local orders addressing public health and social distancing, including Governor Walz Executive Order 20-63, the Minnesota Department of Employment and Economic Development industry guidance for safely reopening, the Americans with Disabilities Act, the Minnesota State Building Code, and all other laws, regulations, and ordinances, in addition to all restrictions imposed by this permit.
- 2. Insurance.** All permit applications shall be accompanied by evidence in the form of a properly executed certificate of insurance that the City of St. Paul is protected as an additional named insured under a comprehensive public liability insurance policy against all liability or claims which might arise out of your use of the City's right of way. The insurance coverage must be in amounts of not less than five hundred thousand dollars (\$500,000.00) for injury or damage to any person or property and not less than one million five-hundred thousand dollars (\$1,500,000.00) in the aggregate amount for any number of claims arising out of a single occurrence.
- 3. Indemnification.** Permittee shall indemnify, defend, and hold the City, its employees, agents, and contractors harmless from and against any and all losses, damages, settlements, costs, charges professional fees, and other expenses and liabilities of every kind and character (including without limitation attorneys' fees) arising out of or related to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with Permittee's construction and maintenance of the permitted obstructions, use of the public right of way, or violation of the provisions set forth in this permit, including without limitation any of the foregoing that may arise or be claimed with respect to any death, personal injury, or loss of or damage to property on or about the public right of way. Permittee shall assume the defense (with counsel acceptable to the City) and settlement of any and all such suits or other legal proceedings brought

against the City and shall pay all judgments entered in such suits or other legal proceedings. The assumption of liability and indemnity obligations of Permittee shall survive the termination of this permit with respect to matters arising prior thereto.

4. **Establishment of Outside Seating or Service Area.** In establishing outside seating and service areas in the public right of way, Permittee shall not cause modify, alter, or demolish existing curbs, sidewalks, streets or other encroachments within the public right of way or attach furniture or other fixtures using fasteners, adhesives, or other invasive means, unless specifically approved by the City as part of the City's approval of Permittee's site plan.
5. **Expenses.** All expenses associated with the Permittee's establishment and operation of outside seating and services in the public right of way shall be borne by Permittee. The City shall not be responsible for any costs associated with the Permittee's establishment and operation of outside seating and services in the public right of way.
6. **Maintenance of Outside Seating Area.** Following the Permittee's establishment and operation of outside seating and services in the right of way, Permittee shall maintain the seating or service area in good, clean, and safe condition and repair and in accordance with applicable City rules and regulations. If the City determines that the outside seating or service area poses a hazardous condition, have caused damage to City property, or are otherwise not being properly maintained, the City may require Permittee to immediately take such action as is necessary to rectify the situation to the City's satisfaction. If Permittee fails to correct the identified hazardous condition, improper maintenance, damage, or other problem caused by the outside seating or service area, the City may do so; whereupon Permittee shall pay all costs incurred by the City.
7. **City's Right to Enter upon Right-of-Way Property.** Permittee acknowledges that the City and its authorized representatives have the unlimited right to enter upon the public right of way at any time for any purpose, including

without limitation to inspect the right of way and permitted encroachments or conduct emergency repairs; provided, however, the City shall have no duty to inspect, other than to review and approve site plans.

8. **Rights of Utility Companies.** All rights herein granted to Permittee establish and operate outside seating and service areas in the public right of way are subject and subordinate to the rights of any and all utility companies that may now or hereafter have utility lines and/or other utility installations within the public right of way. Permittee shall not alter, relocate, or otherwise interfere with such utility lines and installations and shall not do anything that will impair such utility companies' right to enter upon the right of way from time to time for all purposes associated with the operation, maintenance, repair, replacement or removal of such utility lines and installations. Permittee shall ensure that such utility companies have continued access to the subject area throughout the duration of the permit.
9. **Waiver of Claims for Damage.** The City shall have no responsibility or liability for loss or damage to any permitted encroachments or theft of any permitted encroachments or any items of personal property that may at any time be on the public right of way or private property, including without limitation damage caused by the general public, trespassers, graffiti, thrown objects, wind, hail, fire, or other casualty, no matter how such damage is caused.
10. **Compliance with all applicable laws.** Permittee shall, at all times, maintain compliance with all applicable federal, state and local laws, regulations, ordinances, or other rules.
11. **City's Right to Revoke:** The City shall have the right to revoke this permit pursuant to Executive Order 2020-10, as amended. Upon expiration of the Executive Order, temporary suspension, or other notice from the City, Permittee agrees to remove the permitted encroachment and, restore the public right of way to a condition that is acceptable to the City, unless otherwise agreed-to by the City.