

**THE CITY OF PITTSBURGH  
DEPARTMENT OF MOBILITY & INFRASTRUCTURE**

**TERMS AND CONDITIONS FOR OUTDOOR DINING AND RETAIL LICENSES**

This License is being granted to \_\_\_\_\_ (“License Holder”).

**Article I. Effective Date, Term of License, and Modifications**

The License shall be effective from the date specified on the official License and shall remain in effect as described therein.

Any modifications of the License or these Terms and Conditions shall be valid only if approved in writing by the Director of the Department of Mobility and Infrastructure, or the Director’s designee.

**Article II. Responsibilities of License Holder**

**1. Compliance with Laws.**

- a. License Holder shall comply with all applicable federal, state, and local laws, rules, and regulations and shall obtain all applicable licenses required for License Holder’s use of the right-of-way. The License Holder will observe the City’s noise ordinance and will not provide outdoor entertainment within the permitted area, including the use of sound amplification devices or electronic displays.
- b. Depending on the specific use, (e.g. Outdoor Dining in the Sidewalk , Outdoor Dining in the Cartway), License Holder’s application and license must comply with the applicable provisions of the City Code of Ordinances (“Code”). The terms and provisions listed herein are in addition to and should not be construed as in conflict with the applicable provisions of the Code.
- c. All License Holders must maintain a status of good standing with the City of Pittsburgh any applicable governmental agencies including payment of taxes and holding any and all required occupancy and food service permits.
- d. License Holder’s site must comply with ADA accessibility requirements at all times including provision of ADA approved accessibility between the sidewalk curb and street.

**2. Local presence.** The License Holder shall maintain a local presence in Pittsburgh and shall be responsive to requests, whether in response to individual complaints to the License Holder or DOMI, or for other purposes.

- 3. Barriers, signage, and other materials.** License Holder shall install and/or construct any necessary barriers in the right-of-way as per approved plan.
- 4. Maintenance.**
  - a. License Holder shall maintain its permitted area in good, clean, and safe condition and repair and in accordance with applicable City rules and regulations. If the City determines that the permitted use poses a hazardous condition, has caused damage to City property, or is otherwise not being properly maintained, the City may require License Holder to immediately take such action as is necessary to rectify the situation to the City's satisfaction. If License Holder fails to correct the identified hazardous condition, improper maintenance, damage, or other problem caused by the outdoor street dining, the City may do so; whereupon License Holder shall pay all costs incurred by the City, together with interest thereon from the date that the City pays or incurs such costs at a reasonable rate of interest determined by the City, within thirty (30) days after the City's written demand.
  - b. This license shall be conditioned on maintenance of accessible conditions along the sidewalk adjacent to the outdoor dining area. License Holder shall maintain a minimum path of travel along the sidewalk area of at least 48" in width at all points adjacent to the area of use, which area shall be permitted to be narrowed due to existing sidewalk fixtures (e.g., light posts, fire hydrants, and other fixtures) but in no case shall be narrower than 36" for a length of more than two feet.
- 5. Insurance.** During the period in which this revocable privilege is in effect, License Holder shall maintain a policy of General Liability insurance protecting matters arising from its activities in right-of-way in an amount not less than One Million Dollars per occurrence, combined single limit, naming the City as an additional insured. The policy must be occurrence based, claims-based policies are not acceptance. License Holder shall furnish to the City a certificate of insurance evidencing such insurance prior to commencing any activity in the right-of-way.
- 6. Termination of License.**
  - c. The City shall have the right to revoke, suspend or terminate this license temporarily or permanently, for any reason without liability, upon twenty-four (24) hours prior written notice to License Holder. Upon termination of this License, the License Holder shall suspend all occupancy of the right-of-way and all activities authorized in this license and remove all hardware within twenty-four (24) hours.
  - d. If License Holder fails to timely remove all hardware and restore the right-of-way as required after termination, the City may do so at License Holder's expense. All obligations of License Holder hereunder that have accrued but have not been fully

performed as of the effective date of the termination shall survive such termination until fully performed.

**7. Transfer of License Holder's Property:** This license is personal to License Holder and shall not inure to the benefit of License Holder's successors-in-interest with respect to License Holder's property and shall not be recorded in the public records.

**8. Furnishings.**

- a. The specific allowable furnishings placed in the street may differ depending on the particular use of the license. However, all furniture and fixtures permitted in the outdoor area must be immediately removable including but not limited to tables, chairs, umbrellas, and planters.
- b. No drilling, adhesives or attachments are permitted in the roadway or sidewalk unless otherwise authorized in approved plan.
- c. License Holder shall not cause modify, alter, or demolish existing curbs, sidewalks, streets or other encroachments within or near the 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 License Holder's plans.

**9. Expenses and Liability**

- a. All expenses associated with the License Holder's establishment and operation of outdoor street dining in the right-of-way shall be borne by License Holder. The City shall not be responsible for any costs or furnishing associated with the License Holder's establishment and any permitted activities in the right-of-way.
- b. The City shall have no responsibility or liability for loss or damage to any items of personal property that may at any time be on the right-of-way, 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. As a material inducement to the City to grant this outdoor street dining privilege, License Holder hereby waives, as against the City and its employees, agents, guests, invitees, and contractors, all claims and liability, and on behalf of License Holder's insurers, rights of subrogation, with respect to property damaged or destroyed by fire or other casualty or any other cause, no matter how caused.
- c. License Holder shall indemnify, defend, and save 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 attorney 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 License

Holder's use of the right-of-way, or violation of the provisions set forth in this license, 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 right-of-way. License Holder 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 License Holder under this outdoor dining privilege shall survive the termination of this outdoor dining privilege with respect to matters arising prior thereto.

#### **10. Access**

- a. License Holder acknowledges that the City and its authorized representatives have the unlimited right to enter upon the right-of-way at any time for any purpose, including without limitation to inspect the right-of-way and permitted encroachments; provided, however, the City shall have no duty to inspect.
- b. All rights herein granted to License Holder establish and operate outdoor street dining in the 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 right-of-way. License Holder 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. License Holder shall ensure that such utility companies have continued access to the subject area, 24 hours per day, 7 days per week, 52 weeks per year.

#### **11. Adjacent Property Owners.**

- a. License Holder shall undertake all reasonable efforts to avoid undue adverse impacts to adjacent properties and/or uses that may arise from License Holder's activities in the right-of-way.
- b. License Holder affirms its representations in its application that adjacent property owners have notice of and have supported License Holder's extension into the right-of-way and potential closure of the street provided hereunder.
- c. License Holder's use in the right of way shall remain wholly within its right-of-way frontage and shall not encroach on the frontage of adjacent property owners without written consent of the property owner.

By accepting this license, the License Holder has read, understands, and agrees to abide by the license regulations and guidelines.

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Applicant Name

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Date