



**CITY OF KING  
OUTDOOR DINING GRANT PROGRAM  
APPLICATION FORM**

Application Submitted By: Property Owner  Tenant

Name of Applicant \_\_\_\_\_

Project Site Address \_\_\_\_\_

Applicant Mailing Address \_\_\_\_\_

Applicant Telephone \_\_\_\_\_ E-Mail \_\_\_\_\_

Property Owner Name \_\_\_\_\_

Property Owner Mailing Address \_\_\_\_\_

Property Owner Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

Estimated Improvement Area \_\_\_\_\_ SQ. FT.

Estimated Cost of Improvements \_\_\_\_\_ (Attach Vendor Bid)

Scope of Work \_\_\_\_\_

(Attach Copy of Plans) \_\_\_\_\_

I have read the terms and conditions of the Outdoor Dining Grant Program. To the best of my knowledge all information on the application is true. I understand that the City will provide design assistance at no cost to the applicant. The City may assist with providing bidding assistance; however, the contract for construction will be entered into between the contractor and property owner or business owner with a written authorization of the property owner. I understand that construction workers must be paid prevailing wage rates and all contractors must be approved by the City.

I understand that I am responsible for completing all work as proposed in the construction contract in order to receive the grant and must comply with all conditions set forth by the City, including application and approval for all permits required and compliance with all City, State and Federal Codes and regulations. This application also serves as written permission by the property owner for all work proposed.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_ Signature of Property Owner \_\_\_\_\_ Date \_\_\_\_\_

Internal Use Only: Approved  Denied  Approved Grant Amount: \_\_\_\_\_

Approved By: \_\_\_\_\_  
City Manager \_\_\_\_\_ Date \_\_\_\_\_



## OUTDOOR DINING AREA IMPROVEMENTS GRANT PROGRAM TERMS & CONDITIONS

These Terms & Conditions are part of the King City Outdoor Dining Grant Program. The primary intent is to 1) assist restaurants that were impacted by COVID-19 and to prevent future impacts; and 2) to create permanent and attractive outdoor dining areas in the downtown as part of the City's comprehensive streetscape and economic development improvements. The Outdoor Dining Grant Program is currently limited to properties that can accommodate outdoor dining seating areas.

Grants are established at a maximum amount of \$75,000 per business for construction of outdoor dining areas on private property and \$10,000 for tables and chairs on both private and public property.

Some of the improvements may include but not limited to:

- Commercial Outdoor Dining Furniture Sets
- Commercial Outdoor Umbrellas
- Commercial Bistro Sets
- Planter Boxes
- Clear panel railing for outdoor areas that assist with blocking the wind
- Repairs of outdoor placement areas and pathways for ADA compliance

The amount awarded is determined based upon the following factors:

- Size of outdoor dining area;
- Cost of improvements;
- Consistency of proposed improvements with the City's Downtown Streetscape Master Plan and improvement project;
- Overall quality and cost effectiveness of the proposed project.

In order to participate in the program, the applicant shall submit a formal application with the final design drawings prior to any work taking place. The application can be submitted by either the business owner or the property owner(s). Any application submitted by a business owner or tenant shall obtain property owner approval. The application design drawings will be reviewed by City staff to ensure that the improvements are consistent with the City Code requirements and design guidelines. The City will provide technical design assistance to the applicant at no cost to the applicant. The City may also provide bidding coordinating assistance. However, the contract for construction will be entered into between the contractor and the property owner or business owner with written authorization of the property owner.

Grant Payments are contingent upon overall improvement of the outdoor dining area and compliance with all design standards and regulations. Improvements are restricted to items designed for a life span of at least five years.

Receipts shall be submitted for all reimbursements requests by the grantee. Options for the contractor to invoice the City directly are available if agreed to by the contractor. The person/contractor receiving payment must file a W-9 Form with the City at the time of submitting the grant application.

**Prior to construction the project will be required to obtain a No Fee Building Permit and follow the necessary inspections. Final Payment is contingent upon a Final City Inspection.**

I have read the terms and conditions of the Outdoor Dining Grant Program. To the best of my knowledge all information on the application is true and correct. I understand that I am responsible for completing all work as proposed in order to receive the grant and must comply with all conditions set forth by the City, including application and approval for all permits required and compliance with all City, State and Federal Codes and regulations. This application also serves as written permission by the property owner for all work proposed.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

CITY OF KING

OUTDOOR DINING AREA IMPROVEMENTS GRANT PROGRAM

WAIVER & RELEASE OF LIABILITY

I HEREBY AGREE that my participation in the Outdoor Dining Area Improvements Grant Program is completely voluntary. I assume all risks and liabilities associated with my participation in the Outdoor Dining Grant Program including, but not limited to, the risk of physical injury, property damage, breach of contract, design defect, equipment damage, theft or loss. I am aware and understand these risks, hazards, and dangers present in owning, operating and maintaining outdoor dining spaces. All such risks are known and appreciated by me. In consideration for my participation in the Outdoor Dining Area Improvements Grant Program, I hereby waive and relinquish, fully release, forever discharge, and agree not to sue the City of King including their elected and appointed officials, council members, officers, employees, agents, contractors, and volunteers, from any and all claims for personal injury, death, property damage, lawsuits, costs and expenses including attorney fees, arising out of, or in connection with, my participation in the Outdoor Dining Area Improvements Grant Program. I understand that this Waiver and Release may be a complete bar and defense to any action or other proceedings instituted or filed by me against the City of King on account of any matter contained herein. This document is not intended to release any party from any act or omission of gross negligence.

I further agree that no oral representations, statements, or inducements apart from this Waiver and Release of liability have been made by the City of King or anyone else with regard to the subject matter of this Waiver and Release of liability. This Waiver and Release of liability is intended to be construed broadly to the full extent permitted under the laws of the State of California, and if any portion thereof is held by a court of competent jurisdiction to be invalid, the balance shall, notwithstanding, continue in full legal force and effect.

**I DECLARE UNDER THE PENALTY OF PERJURY OF THE LAWS OF THE STATE OF CALIFORNIA THAT I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY CAREFULLY, I FULLY UNDERSTAND IT, AND I VOLUNTARILY AGREE TO ITS TERMS; AND I AM FULLY COMPETENT TO SIGN THIS WAIVER AND RELEASE OF LIABILITY.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_