



COMMERCIAL ENCROACHMENT RETAIL PERMIT APPLICATION

GENERAL INFORMATION

On June 13, 2023, the City Council voted to implement an Outdoor Permit Program that includes updating the guidelines for Commercial Encroachments and terminating all new and existing retail applicants who obtained a temporary retail encroachment permit during the COVID-19 pandemic. All permittees shall reapply and follow the guidelines set in place of the [H.B.M.C. 12.16.100](#) for Commercial Retail Display areas, effective October 1, 2023.

To use the Commercial Encroachments – Retail display areas Outdoor Retail after October 1, 2023, all businesses holding an off-street Commercial Encroachment must submit a completed application by December 1, 2023.

APPLICATION SUBMITTAL:

Applications shall require the preparation of a detailed description of the retail activities you plan to display outdoors with a floor plan with precise dimensions of the merchandise displayed in all areas and the designs for any barriers, awnings, or furnishings within the encroachment space. This application must be submitted electronically at PWplancheck@hermosabeach.gov. Following the plan review, a commercial outdoor encroachment fee, per the [Master Fee Schedule](#) is required. Payment can be made by credit card or check. Once approved, the permit will remain valid for one year. During this time, no alterations to the encroachment area will be allowed without prior approval. Future annual renewals will require associated fees and a re-inspection to ensure compliance with the approved plans.

Design and Operational Standards:

1. Provides for and maintains an area for passage of pedestrian traffic;
2. Does not inconvenience pedestrian traffic;
3. Conforms to all applicable health codes and this [H.B.M.C. 12.16.100](#).
4. Applicant to pay all appropriate fees, including but not limited to quarterly fees;
5. Applicant is to maintain and keep in force at all times a policy of liability insurance, naming the city as an additional insured in the amount of no less than two million dollars (\$2,000,000) unless a higher amount is determined to be appropriate in the; and
6. Applicant to pay restorative costs, if applicable, in an amount to be determined by the director of public works, plus administrative costs



**CITY OF
HERMOSA
BEACH**

**COMMERCIAL ENCROACHMENT
RETAIL DISPLAY PERMIT
APPLICATION**

Business Information

Address: _____
 Business Name: _____
 Property Owner Name and Phone Number: _____

Applicant Information

Name: _____
 Address: _____
 City: _____ State & Zip: _____
 Phone: _____ Email: _____

Outdoor Retail Design Standards and Operations

Where is the proposed outdoor retail area to be located? Pier Plaza Sidewalk/Off-street
 What is the proposed square footage of the area? _____
 What is the adjacent encroachment width? _____
 List the type of merchandise: _____
 Regular Business Hours of Operation: _____
 Does your proposed proposed plans have an awning? Yes No Building/Planning Permit Required
 If awning is in Public Right-of-Way, an additional Public Works Permit required.
 Do you have an A-Frame sign? Yes No Building/Planning Permit Required
 What type of furnishings will be displayed and how many? _____

Certification

Under the penalty of perjury, I hereby certify that all the information contained herein is true and correct and I am a duly authorized representative of the above listed business. I further certify that I have read the attached conditions of approval, understand them and accept them. I will maintain the premises in compliance with these conditions and all other applicable rules and regulations. Failure to do so may result in revocation of this permit.

 Applicant Print Name

 Applicant Signature

THIS BOX IS FOR CITY USE ONLY

Permit Number: _____ Date Received: _____
 Date Received: _____ Commercial Zone: _____

APPROVED BY: _____ **DATE:** _____
Joe SanClemente
Public Works Director

The authority to grant or deny commercial encroachments is vested with the director of Public Works. Commercial Encroachments shall comply with the requirements set forth in Chapter 12.16. H.B.M.C.

CITY OF HERMOSA BEACH

**COMMERCIAL
ENCROACHMENT PERMIT AND COVENANT**

RECITALS

A. THIS PERMIT is made and entered into at Hermosa Beach, California, this _____ day of _____, 20____. By and between the CITY OF HERMOSA BEACH, a municipal corporation in the county of Los Angeles, State of California, hereinafter referred to as "CITY", for the purpose of permitting a portion of the public right-of-way to be used for outdoor dining, and, or:

Hereinafter referred to as "PERMITTEE" which parties do agree as follows:

B. PERMITTEE represents that they are the owners of the business located in Hermosa Beach, legally described as follows: _____ Lot _____, Block _____ Hermosa Beach Tract _____
Commonly known as: _____
Hermosa Beach, CA 90254 _____
And doing business as _____
_____.

C. The parties further agree that an encroachment permit application was presented to the Public Works Department of the CITY for permission to encroach in and over a portion of the public right-of-way at: _____ for the sole purpose of outdoor dining or retail with improvements consisting of the following: _____ square feet of CITY easement to be used for outside dining. A sketch of the proposed improvements and encroachment is on file in the Public Works Department of the CITY and is by reference incorporated herein and made a part hereof.

D. The term of this permit shall be for an undetermined length of time (see termination provision in permit section below) at the rate of _____ per square foot for _____ square feet, for a monthly rate of (\$_____). The rate shall be paid quarterly, in advance, (\$_____ quarterly). The payment schedule is as follows:

PAYMENT DUE

FOR

July 1, Every Year
October 1. Every Year
January 1, Every Year
April 1, Every Year

July, August and September,
October, November and December
January, February and March,
April, May and June,

E. PERMITEE further agrees to deposit with the CITY an amount to be determined by the Public Works Department, a cash deposit to be held by the City to guarantee the removal of the improvements. This deposit is evidenced by receipt number **001-00401508**, in the amount of \$ _____ deposit shall be held by the CITY to provide for the removal of improvements on the public right-of-way in the event the PERMITEE does not restore the area upon the revocation, termination or expiration of this encroachment. The encroachment shall be removed by the PERMITEE at no cost to the CITY upon a written notice to the PERMITEE from the CITY. In the event PERMITEE does not remove the improvements and restore the area, the City may, in its sole discretion, use the cash deposit to remove the improvements and restore the area.

PERMIT

1. Encroachment Permit. A revocable encroachment permit is hereby granted to the permittee on the right-of-way described in the recitals hereinabove as described in the drawing attached hereto as Exhibit A in accordance with the provisions of Chapter 12 of the Hermosa Beach Municipal Code and the provisions of this permit.
2. Term. This permit shall take effect on the date set forth hereinabove and shall remain in effect until and unless revoked by City or voluntarily relinquished or abandoned by property owner.
3. Termination. This permit is revocable at any time by the City, with or without cause, in City's sole discretion.
4. Assignment. This permit shall not be assigned or transferred without the written consent of City. Any such purported assignment or transfer shall be void and of no effect.
5. Indemnification. Permittee shall indemnify and hold harmless City, its officers, employees and agents from and against all claims, causes of action, liabilities and damages for injuries to persons and property, including reasonable costs of defense and attorney fees, arising from permittee's encroachment on City property as described in Exhibit A, including but not limited to permittee's negligent or wrongful acts, errors or omissions in the construction, erection and continued maintenance of the encroachment in its location. Permittee shall promptly pay the amount of any judgment rendered against City, its officers, employees and agents for any such indemnified claims, and reasonable costs and attorney fees incurred by City in the defense of such claims.

6. City's right of entry. Permittee acknowledges the City's absolute right to enter upon the encroachment area for purposes of inspection, replacement, repair, or maintenance of public facilities above, on or under the right-of-way and permittee expressly waives any and all claims for damages to its encroachment resulting from such actions.

7. Damage to right-of-way. Permittee assumes responsibility for all damage to City's right-of-way caused by construction or maintenance of the encroachment and shall reimburse City for correction of any such damage. Upon failure of property owner to so reimburse City, the cost incurred by City in removing the encroachment shall be a debt of the permittee to the City, and recoverable by City in any manner provided by law.

8. Restoration of premises. Immediately upon receipt of revocation notice, permittee shall, at its sole expense, remove the encroachment and restore the property to its condition prior to placement of the encroachment by any deadline given by the City. In the event permittee fails to do so, City shall have the option of removing the encroachment at permittee's expense and permittee waives all claims for damage to the encroachment or permittee's adjacent property or improvements resulting from such removal. The cost incurred by City in removing the encroachment is a debt of the permittee to the City, and recoverable by City in any manner provided by law.

9. Taxes. Permittee acknowledges that this permit may create a taxable interest and that PERMITEEE shall be solely responsible for satisfaction of any property taxes levied on the property.

10. Compliance with Hermosa Beach Municipal Codes. Permittee shall perform all work in full compliance with all applicable codes, ordinances and laws, and obtain all necessary permits.

11. Maintenance of encroachment area. During the term of this permit, permittee shall at its sole expense maintain the encroachment area in good condition and appearance, in accordance with all ordinances, and shall not allow a nuisance condition to exist on the encroachment area.

In the event permittee sells, transfers, leases or otherwise conveys any interest or right of possession in the property, permittee shall provide any such purchaser, lessee or transferee a copy of this instrument.

IN WITNESS WHEREOF, permittee has executed this Encroachment Permit and Covenant on the date first written above.

Property Owner (Signature)

Property Owner (Print)

Permittee (Signature)

Permittee (Print)

APPROVED BY:

JOE SANCLEMENTE
DIRECTOR OF PUBLIC WORKS

ATTEST:

MYRA MARAVILLA, CITY CLERK

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of _____ }

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____



City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, California 90254-3884

AUTHORIZATION FOR CREDIT CARD CHARGE

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

DAYTIME TELEPHONE NUMBER: _____

MASTERCARD VISA CARD AMERICAN EXPRESS

CREDIT CARD #: _____

CARD EXPIRATION DATE: _____

3 OR 4 DIGIT CVC#: _____

DESCRIPTION OF SERVICE	FEE
There is a 2.75% processing fee for all credit card transactions	

I authorize the City of Hermosa Beach to charge these services to the credit card listed above:

CARDHOLDER SIGNATURE

DATE

Or email to: PWplancheck@hermosabeach.gov

Or mail to:
City of Hermosa Beach
Public Works Department
1315 Valley Drive
Hermosa Beach, CA 90254
Phone (310) 318-0214