



City of Los Altos Outdoor Display Guide

May 2023

PURPOSE OF GUIDELINES

Signs and other display objects, which are appropriately designed and placed, can be an asset to the downtown business district. While these types of displays may be more traditionally located on private property, the City Council has decided to allow limited use of the public sidewalk for this purpose. The intent is to allow signs and other display objects which are complementary to the appearance of the business district and are safe for pedestrians.

SUBMITTAL REQUIREMENTS

The following needs to be submitted in order to process an outdoor display permit for the Downtown triangle area only:

- Completed application form.
- Current application fee as listed on the City's adopted fee schedule.
- Dimensioned diagram or photograph of display object.
- Dimensioned diagram of proposed sidewalk location.
- Certificate of liability insurance.

OUTDOOR DISPLAY PERMIT REQUIREMENTS

The Development Services Director may authorize the placement of A-frame or similar signs, flowerpots, flower carts, statues, or other similar decorative display items on either private property or the public sidewalk in the downtown triangle area in accordance with the following:

1. An outdoor display permit shall be obtained from the City of Los Altos. Such permit shall be issued only when in the opinion of the Development Services Director that the sign or other display object would not have an adverse effect on nearby public and private properties.
2. The applicant shall hold the City, its officers, agents, employees, and volunteers harmless from all damages, costs or expenses in law or equity that may at any time arise because of damage to property or personal injury received by reason of or in the course of displaying a sign or other display object in the public right-of-way.
3. The applicant shall obtain and maintain insurance against injuries to persons or damage to property, which may arise. The City of Los Altos and its officers, agents, employees, and volunteers shall be named as "insured" in the insurance policy. Expiration or cancellation of insurance will automatically revoke the sidewalk permit.
4. Except as otherwise provided by these guidelines, the sign or other display object, including railing or other similar enclosures, shall be located only on a public sidewalk and directly in front of the applicant's business.
5. The sign or other display object must be appropriately designed, executed, and maintained to be complementary to the appearance and operation of the business district. Signs shall be wood or metal. Plastic signs or furniture are not permitted. Signs or furniture that are not maintained

appropriately will result in the revocation of the outdoor display permit.

6. The sign or other display object shall utilize materials that are intended for outdoor use.
7. A-frame signs are subject to design review and are not permitted to simply advertise a business address, phone number, or list of products and prices.
8. A-frame signs are only permitted during listed business operating hours.
9. Noncompliance with the maintenance agreement will result in the revocation of the outdoor display permit.
10. Guidelines for encroachments on public sidewalks:
 - a. Minimum horizontal clearance from curb: 2 feet
 - b. Minimum pedestrian pathway: 5 feet
 - c. Minimum height of object: 30 inches
 - d. Maximum height of object: 60 inches
 - e. Maximum sign area: 6 square feet

LOS ALTOS OUTDOOR DISPLAY PERMIT APPLICATION

BUSINESS INFORMATION

Business name: _____

Business type: _____ Business license number: _____

Physical address: _____

BUSINESS OWNER INFORMATION

Name: _____

Phone number: _____ Email: _____

Mailing address: _____

Signature: _____ Date: _____

PROPERTY OWNER INFORMATION

Name: _____

Phone number: _____ Email: _____

Mailing address: _____

Signature: _____ Date: _____

OUTDOOR DISPLAY INFORMATION

Type of display:

- A-frame or similar signs
- Flowerpots
- Flower carts
- Statues
- Other similar decorative display items: _____

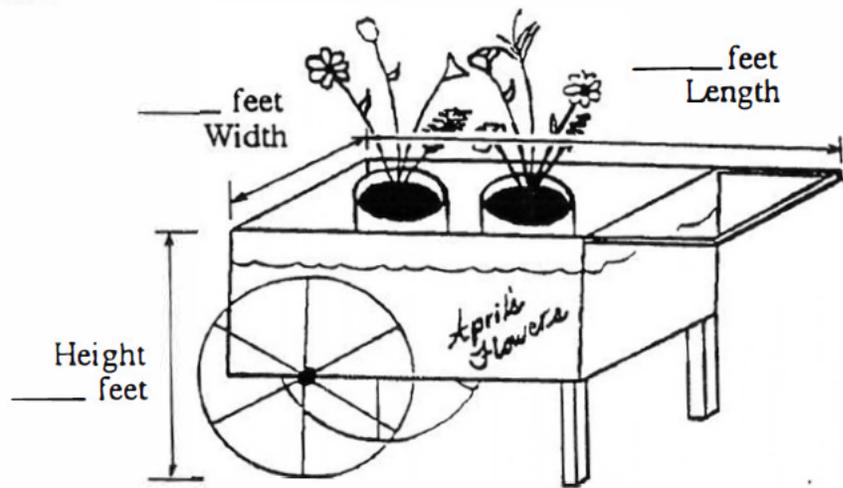
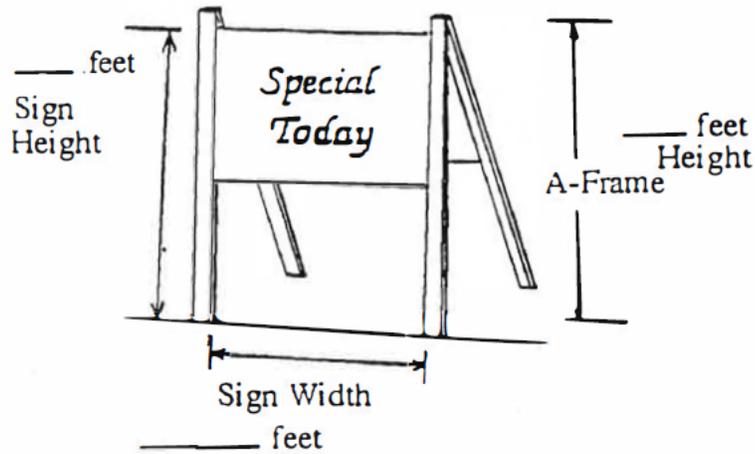
Height of display: _____

Width of display: _____

Total area of display: _____

Location of display: _____

Sample Diagrams of Display Objects



LOS ALTOS OUTDOOR DISPLAY CITY REMOVAL & MAINTENANCE AGREEMENT

1. The applicant agrees to indemnify, hold harmless, and defend the City, its officers, agents, employees, and volunteers from all damages, causes of action, liens, penalties, costs, or expenses of any kind or nature, including attorneys' fees and costs, in law or equity, arising from or relating to the applicant's location and display of a sign or other display object in the public right of way, without regard to whether such sign or other display is located in accordance with all applicable laws and as approved by the City.
2. The sign or display object shall be designed, located, and maintained in a manner approved by the City, as shown in the diagrams attached as **Exhibit A** (the "Approved Diagrams"), and consistent with the City's then current Outdoor Display Guide. In the event of any discrepancy between the Approved Diagrams and the then current Outdoor Display Guide, the Outdoor Display Guide shall control unless the applicant is notified otherwise in writing by the City. The City may, in its sole discretion from time to time, require or approve reasonable changes to the Approved Diagrams.
3. The applicant is responsible for ensuring that the sign or other display object is designed and located in a manner consistent with all applicable laws, including, without limitation, the Americans with Disabilities Act and other disability access laws. The City's approval of the design and location of the display is for the City's own exclusive benefit, and the City does not represent, promise, or warrant that its approval denotes consistency with applicable laws. The applicant is encouraged to have its premises inspected by a certified access specialist and/or other appropriate professional to determine compliance with applicable laws.
4. The applicant shall obtain and maintain insurance as set forth in the insurance requirements attached as **Exhibit B**. The City of Los Altos and its officers, agents, employees, and volunteers shall be named as "additional insureds" in the insurance policy/ies. Expiration or cancellation of insurance will automatically revoke the display permit.
5. Except as otherwise provided by these guidelines, the sign or other display object shall be located only on a public sidewalk and directly in front of the applicant's business.
6. Signs shall be wood or metal. Plastic signs are not permitted. Signs that are not maintained appropriately, that violate applicable laws, or that cause a public or private nuisance, will result in the revocation of the sidewalk display permit.
7. This agreement is both an encroachment permit and a contract, and violations may be enforced both as a breach of contract and as a public nuisance. This agreement may be terminated immediately by the City for cause or on thirty (30) days' notice without cause. The applicant shall remove its property from the right of way immediately upon termination of this agreement.
8. This agreement confers a nonexclusive license without an interest, and not an estate of any kind or nature whatsoever in the City's right of way. It is agreed and understood that said nonexclusive license without an interest is adequate consideration for the applicant's

obligations hereunder. The city would not have authorized an encroachment into its right of way without assurances of indemnification, defense, compliance with applicable law, and proper maintenance.

9. Applicant agrees and understands that it may be subject to payment of property taxes for use of the city's right of way and shall indemnify and hold harmless the City from any and all property taxes that may be imposed against the City arising from or relating to the Agreement.
10. There are no third-party intended beneficiaries of this agreement. This agreement may be executed electronically. The applicant's indemnification and defense obligations under this agreement shall survive termination hereof and shall be deemed enforceable even if any other provision of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, but the indemnification and defense obligations shall not be deemed severable.

Signature: _____

Date: _____

EXHIBIT B
INSURANCE PROVISIONS

Permittee shall provide its insurance broker(s)/agent(s) with a copy of this Agreement, including this Exhibit B, and shall request that certificates of insurance and required endorsements be provided to: **Outdoor Display Program Administrator, City of Los Altos, 1 N. San Antonio Road, Los Altos, CA 94022.** Coverage shall be at least as broad as follows:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, with limits no less than **\$1,000,000 or \$2,000,000 aggregate** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. CGL insurance must include coverage for the following:
 - a. Bodily Injury and Property Damage
 - b. Personal Injury/Advertising Injury
 - c. Premises/Operations Liability
 - d. Products/Completed Operations Liability
 - e. Aggregate Limits that Apply per Project
 - f. Explosion, Collapse and Underground (UCX) exclusion deleted
 - g. Contractual Liability with respect to this Agreement
 - h. Broad Form Property Damage
 - i. Independent Consultants Coverage

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

2. **Umbrella or Excess Liability: Umbrella or Excess Insurance.** If umbrella or an excess liability insurance policy is used to satisfy the minimum requirements for CGL or Automobile Liability insurance coverage listed above, the umbrella or excess liability policies shall provide coverage at least as broad as specified for the underlying coverages and covering those insured in the underlying policies. Coverage shall be “pay on behalf,” with defense costs payable in addition to policy limits. CONSULTANT shall provide a “follow form” endorsement or schedule of underlying coverage satisfactory to the CITY indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.
3. The CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the umbrella or excess policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. If CONSULTANT maintains broader coverage, umbrella or excess coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage, umbrella or excess coverage and/or the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and any other coverages shall be available to the CITY.

Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. The CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy, with endorsements under CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage, with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage. For any claims related to this contract, the APPLICANT's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the APPLICANT's insurance and shall not contribute with it.

Notice of Cancellation. Each insurance policy required above shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the CITY.

Waiver of Subrogation. APPLICANT hereby grants to CITY a waiver of any right to subrogation which any insurer of said APPLICANT may acquire against the CITY by virtue of the payment of any loss under such insurance. APPLICANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the CITY. The CITY may require the APPLICANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

Verification of Coverage. APPLICANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the APPLICANT's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.