

SIDEWALK USE

NOTICE TO BUSINESS OWNERS

Tables, Chairs, and Displays

The following restrictions apply for the placement of tables, chairs, produce, etc., on City sidewalks.

The area on Victoria Street from 1st Avenue to 6th Avenue has been reviewed as to the available space for the placement of tables, chairs, produce, etc., on the sidewalk. The width of the sidewalk varies from block to block; therefore, the following offsets from property lines will be utilized:

- 1.5 m maximum - 100 block
- 1.8 m maximum - 200, 300, and 400 blocks
- 0.0 m maximum - 500 block

Corner lot applications will be approved on a site specific basis due to the existing utilities in the area, i.e. hydrants, kiosks, etc. The placement of objects on the sidewalk will be hazardous to the visually handicapped; therefore, barricades must be placed in such a manner as to prevent injury from occurring. The area must be enclosed on all three sides, with an entrance on the street side of the barricade. Barricades must be between 0.75 and 1.0 m in height and not be attached to the sidewalk. To prevent injury, the top of the barricades must not be sharp or pointed.

Road Right-of-way Use Permits are required on an annual basis. Applications are to be submitted with a plan drawn at a scale of ¼" to 1". Insurance in the amount of \$2 million ([Certificate of Insurance](#)) will be required in conjunction with the permit.

Sandwich Board Signs

Sandwich Board signs shall be limited to one sign per site and shall be located on private property except as permitted by the [Roads Right-of-way By-law \(Section 1200 and 1202\)](#) and the Sidewalk Usage Permits. Where permitted on public sidewalks, such signs shall:

- be located adjacent to the store front to which the sign pertains;
- be located not less than 0.5 m nor greater than 1.5 m from the curb to ensure that pedestrian traffic is not impeded;
- where public sidewalks are 2.75 m in width or less, sandwich board signs shall be limited to a maximum width of 0.6 m and a maximum height of 0.8 m;
- where public sidewalks are greater than 2.75 m in width, sandwich board signs shall be limited to a maximum width of 1 m and a maximum height of 1 m;
- have no security chains, ropes, electrical extensions, or other attachments to the sign; and
- use high contrast colours, including a contrasting border, to increase visibility.

Notwithstanding the foregoing, no sandwich board signs shall be permitted adjacent to a pedestrian crosswalk or where a business operates an outdoor seating area located on public property.

If you have any questions, please contact M. E. LaPierre, By-law Services Supervisor, at 828-3412.



CITY OF KAMLOOPS
CORPORATE AND COMMUNITY SERVICES BRANCH
By-law Services Division

Permit No. _____

File No. _____

APPLICATION FOR PERMIT
FOR THE ERECTION OR PLACEMENT OF TABLES, CHAIRS AND SIGNS

The work comprises: _____

at the following location: Fronting _____ Street/Avenue/Road/Place/Crescent
Lot _____ Block _____ Plan _____

Permittee's Registered Name: _____ Telephone: _____

Permittee's Address: _____ Postal Code: _____

Plan attached [] Permit Fee: \$ _____

Upon approval, erection, removal, or placement of said work is at all times subject to the following conditions:

- 1. The installation and maintenance of the said works shall be carried out to the satisfaction of the Director/City Engineer, Engineering, Development and Public Works.
2. The safety, economy and convenience of the public must be maintained at all times.
3. The installation of said works shall be completed on or before _____, 20____ and shall be removed on or before _____, 20____.
4. This permit may be cancelled at the absolute discretion of the Director/City Engineer, Engineering, Development and Public Works without any notice or hearing.
5. Any existing sign or other object not approved by a valid permit shall be removed within ten (10) calendar days by the owner upon receiving written confirmation from the Director/City Engineer, Engineering, Development and Public Works to do so.
6. SEE back of this application for Insurance Requirements and Release of Liability.
7. Other conditions: _____

Approved by _____ By-law Services Supervisor [Please Print Name] _____ Date

I/We hereby agree to be bound to the above conditions and the provisions and requirements of the City of Kamloops Road Right-Of-Way By-law.

PERMITTEE _____ Registered Name/Trade Name [Please Print]

_____ Representative [Please Print] _____ Signature _____ Date

Original - By-law Services; Copies to Applicant and Engineering

City of Kamloops, hereinafter called the "City".

At all times during the term of this agreement, the Permittee shall at no expense to the City, supply Commercial General Liability Insurance against any and all third party claims for bodily injury, death or property damage whatsoever arising out of the use and occupation by the Permittee of the lands and premises which are the subject matter of this agreement. Such insurance shall add the City as an ADDITIONAL INSURED but not as an ADDITIONAL NAMED INSURED and shall cover for not less than Two Million Dollars (\$2,000,000).

Upon signing this Permit the Permittee shall promptly forward a certificate of insurance including insuring agreements acceptable to the City. The City will supply a form of certificate to be completed by the Permittee's insurer containing minimum insurance coverages required by the City. Should the insurance policies under which the certificate is drawn expire during the term of this agreement or any extension or renewal thereof, the Permittee shall forward a renewal insurance certificate to the City thirty (30) days prior to the expiry of said insurance policies on a form satisfactory to the City.

All required policies of insurance must be issued by insurers duly authorized by law to do business in the Province of British Columbia and shall include a provision that coverage shall not be cancelled or amended in any way unless 30 days written notice has been given to the City.

Should the Permittee fail to supply the insurance certificate prescribed by this permit, then such permit may be terminated by the City.

RELEASE OF LIABILITY

The Permittee hereby agrees to unconditionally **INDEMNIFY** and **SAVE HARMLESS** the City, its agents or employees, from and against all loss, liability, costs, charges, claims, damages, expenses, suits or actions which may arise as a consequence of, or resulting from, any failure by the Permittee whatsoever; **(EXCEPT SUCH AS MAY ARISE OUT OF THE ACTS, FAILURES TO ACT OR NEGLIGENCE OF THE CITY OR ITS AGENTS OR EMPLOYEES) IN CONNECTION WITH:**

- a) any breach, violation or non-performance of any covenant, regulation, condition or term of this agreement to be fulfilled, kept, observed or performed;
- b) any act or omission of the Permittee;
- c) any damage to property while said property shall be in or about the lands and premises which are the subject matter of this agreement; and
- d) any injury to any licensee, invitee, agent or employee of the Permittee, including death resulting at any time therefrom occurring in or about the lands and premises which are the subject matter of this agreement, including all costs and all legal fees and all disbursements in connection herewith.

The indemnity shall survive the expiry or sooner termination of this agreement.

BEFORE SIGNING THIS AGREEMENT, READ IT CAREFULLY.

PERMITTEE

Registered Name/Trade Name [Please Print]

Representative [Please Print]

Signature

Date

Original - By-law Services; Copies to Applicant and Engineering