



## CITY OF BEND

# OUTDOOR DINING/DISPLAY AGREEMENT

The City of Bend has created temporary outdoor dining/display requirements to allow restaurants/businesses to operate in outdoor areas on private property used by the business. The intent of this program is to allow for business to open or expand operations to allow greater physical distancing and safety for patrons during Phases 1 and 2 of the Governor's Re-opening Plan. Sites must be returned to their pre-emergency configuration after Phase 2 ends. Businesses must submit this form to the City of Bend Community Development Department prior to commencing outdoor operations. There is no fee to submit this form.

Address: \_\_\_\_\_

Business Name: \_\_\_\_\_

Contact Name (print): \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### Requirements

- Outdoor areas established under this program can only be used for sit-down dining or customer pick-up and carry-out service or merchandise display and sales. They cannot be used for activities that would promote or result in conditions where individuals cannot maintain appropriate physical distancing.
- Property owners may use up to 1/3 (33%) of their private parking spaces for tables and chairs or outdoor retail space (round down for partial spaces). Use of parking spaces at shopping centers with multiple stores and/or properties that have parking agreements must take into account all the affected businesses. For example, a restaurant may not occupy 33% of the parking spaces in a combined parking lot without consent of the other businesses with a right to use the parking lot. The City encourages interested parties to collaborate and submit joint proposals for use of parking spaces in shared lots.
- Tables/displays must not block entrances, exits, fire lanes, hydrants, sprinkler connection points, drive aisles and back-up areas that continue to be used by vehicles, or pedestrian or handicapped access.
- Building and fire access requirements must be maintained.
- ADA routes and dedicated parking must be maintained (ADA spaces may only be reduced in alignment with Building Code standards).
- Parking lot circulation and access must be maintained including cross-property access points.



- Property Owner/Tenant is responsible for employee and customer compliance with all COVID-19 Reopening Guidance documents for the applicable Sector(s) provided by the Oregon Health Authority, the Governor, and local health officials.
- Property Owner/Tenant must continue to comply with all other city codes and regulations (e.g., noise code).
- Property Owner/Tenant will take all reasonable efforts to avoid undue adverse impacts to adjacent properties from the temporary additional use.

### **Prohibited Uses**

- Permanent structures
- Tents
- Outdoor Entertainment
- Any other uses or conditions where individuals cannot maintain appropriate physical distancing

### **Right to Revoke**

The City has the right to revoke this Agreement and all associated permissions for any violation of the requirements of the Agreement. The City may also revoke this Agreement if the City determines, in its sole discretion, that the Agreement and its associated permissions are inconsistent with changing circumstances, including but not limited to changes related to public health considerations, data, guidance, or requirements from federal, state, or county authorities, and changes in policy direction from the Bend City Council. Although the City will endeavor to provide reasonable notice prior to any revocation, the City may revoke this Agreement and its associated permissions at any time, without advance notice. If this Agreement is in effect when the City enters Phase 3 of the Governor's Reopening Plan, the Agreement will automatically expire and all business operations must be immediately restored to their previous configuration.

### **Contact for Assistance**

Planning Division  
Email: [planning@bendoregon.gov](mailto:planning@bendoregon.gov)  
Phone: (541) 388-5580 ext. 3



**Property Owner Authorization**

As the owner(s) of the subject property, I (we) have read and agree to abide by these requirements. I (we) further agree to release the City of Bend from any liability, losses, claims, damages, settlement and attorney’s fees of any kind from or in connection with the outdoor dining and/or uses, and to indemnify and defend the City as to liability for allowing the activity. Property Owner agrees to provide appropriate insurance for the additional use.

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

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

Print Name: \_\_\_\_\_

**Tenant/Business Owner Authorization**

As the tenants (s) of the subject property, I (we) have read and agree to abide by these requirements. I (we) further agree to release the City of Bend from any liability, losses, claims, damages, settlement and attorney’s fees of any kind from or in connection with the outdoor dining and/or uses, and to indemnify and defend the City as to liability for allowing the activity. Property Owner agrees to provide appropriate insurance for the additional use.

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

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

Print Name: \_\_\_\_\_

After signing this form please scan and email it to [planning@bendoregon.gov](mailto:planning@bendoregon.gov)

You will receive a confirmation email from the Planning Division when this form has been received.

