



Permits

T. 628.271.2000 | 49 South Van Ness Ave. 3rd Floor, San Francisco, CA 94103

APPLICATION TO DISTRIBUTE FREE SAMPLE MERCHANDISE IN THE PUBLIC RIGHT OF WAY

PUBLIC WORKS PERMIT#

For Official Use Only

Pursuant to Article 5.5 of the Public Works Code, permission revocable at the will of the Director of Public Works is granted to:

PROJECT INFORMATION

Site Address: _____

To Distribute Free Samples of: _____

Start Date: _____ End Date: _____

Days of Operation:	M <input type="checkbox"/>	T <input type="checkbox"/>	W <input type="checkbox"/>	TH <input type="checkbox"/>	F <input type="checkbox"/>	SA <input type="checkbox"/>	SU <input type="checkbox"/>
Hours:	____ AM <input type="checkbox"/>	____ PM <input type="checkbox"/>	to	____ AM <input type="checkbox"/>	____ PM <input type="checkbox"/>		

APPLICANT/AUTHORIZED AGENT INFORMATION

Company Name: _____ Applicant Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-Mail: _____

REQUIRED APPLICANT INFORMATION	
<input type="checkbox"/>	Individual Applicant: Driver's License or State ID Number _____
<input type="checkbox"/>	Business Applicant: San Francisco Business Account Number _____
OR	State License Number _____ <input type="checkbox"/> Architect <input type="checkbox"/> Engineer <input type="checkbox"/> Contractor

SITE ADDRESS: _____

ATTACHMENTS

- Provide a list of proposed distribution site(s)
- Non-refundable processing fee (see fee schedule)
- \$500 Refundable Bond (for Clean Up)

The permittee hereby agrees to comply with all requirements noted on the reverse side of this application.

Print Name_____
Signature of Applicant/Authorized Agent_____
Date**EMAIL**Electronic copies (PDF) of the application materials may be sent to: BSMPermitDivision@sfdpw.org**REVOCABLE PERMIT IS GRANTED SUBJECT TO THE FOLLOWING CONDITIONS**

1. The permittee agrees to comply with all conditions as stated in the applicable sections of the Public Works Code, Article 5.5.
2. This permit does not include wagons, carts, whether mobile or stationary, or pushcarts.
3. In consideration of this Permit being issued for the work described in the application, Permittee on its behalf and that of any successor or assign, and on behalf of any lessee, promises and agrees to perform all the terms of this Permit and to comply with all applicable laws, ordinances and regulations.
4. Permittee agrees on its behalf and that of any successor or assign to hold harmless, defend, and indemnify the City and County of San Francisco, including, without limitation, each of its commissions, departments, officers, agents and employees (hereinafter collectively referred to as the "City") from and against any and all losses, liabilities, expenses, claims, demands, injuries, damages, fines, penalties, costs or judgments including, without limitation, attorneys' fees and costs (collectively, "claims") of any kind allegedly arising directly or indirectly from (i) any act by, omission by, or negligence of, Permittee or its subcontractors, or the officers, agents, or employees of either, while engaged in the performance of the work authorized by this Permit, or while in or about the property subject to this Permit for any reason connected in any way whatsoever with the performance of the work authorized by this Permit, or allegedly resulting directly or indirectly from the maintenance or installation of any equipment, facilities or structures authorized under this Permit, (ii) any accident or injury to any contractor or subcontractor, or any officer, agent, or employee of either of them, while engaged in the performance of the work authorized by this Permit, or while in or about the property, for any reason connected with the performance of the work authorized by this Permit, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of the work authorized by this Permit, (iii) injuries or damages to real or personal property, good will, and persons in, upon or in any way allegedly connected with the work authorized by this Permit from any cause or claims arising at any time, and (iv) any release or discharge, or threatened release or discharge, of any hazardous material caused or allowed by

SITE ADDRESS: _____

Permittee in, under, on or about the property subject to this Permit or into the environment. As used herein, "hazardous material" means any substance, waste or material which, because of its quantity, concentration of physical or chemical characteristics is deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment.

5. Permittee must hold harmless, indemnify and defend the City regardless of the alleged negligence of the City or any other party, except only for claims resulting directly from the sole negligence or willful misconduct of the City. Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this indemnity provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Permittee by the City and continues at all times thereafter. Permittee agrees that the indemnification obligations assumed under this Permit shall survive expiration of the Permit or completion of work.
6. Permittee shall obtain and maintain through the terms of this Permit general liability, automobile liability or workers' compensation insurance as the City deems necessary to protect the City against claims for damages for personal injury, accidental death and property damage allegedly arising from any work done under this Permit. Such insurance shall in no way limit Permittee's indemnity hereunder. Certificates of insurance, in form and with insurers satisfactory to the City, evidencing all coverages above shall be furnished to the City before commencing any operations under this Permit, with complete copies of policies furnished promptly upon City request.