



City Patio

What is a City Patio?

Dining on City property, typically between the restaurant building and the sidewalk, and has fences or railing to allow for alcohol service with an ABC license.¹

Requirements

- ✓ Pedestrian Path Clearance
- ✓ Visual Obstructions
- ✓ Furniture Placement
- ✓ Accessibility (ADA)
- ✓ Emergency Access

Fees

\$1,000 one-time application fee **AND**
 \$12 per square-foot per year
 Additional fees may apply

¹ If your outdoor dining has no alcohol service and no fencing/railing, please refer to Sidewalk Dining

Submittals packet:

Completed Checklist

Use **this page** as a cover sheet and check all boxes to indicate you have completed these items

Review Requirements

Review City Patio requirements

Review Fees

Review fee schedule; additional fees may apply

Site Plan

Sketch out your site plan on the provided drawing template and attach

Design Elements

Review Streetscape Furnishing Palette (2022); attach photos of fence/rail material and other design elements

Operator's Permit

Review sample permit

License Agreement

Review sample agreement

Submit your completed packet in PDF format to outdoordining@walnut-creek.org OR schedule your delivery of a paper copy by emailing outdoordining@walnut-creek.org.



City Patio Requirements

Visual Obstructions

Maintain clear sight lines for drivers to see other vehicles, pedestrians, traffic signals, signs and other traffic control devices

No obstruction of neighboring businesses

No advertising

Emergency Access

Do not obstruct fire access, fire exits, fire lanes, pedestrian paths, sidewalk ramps, or handicap parking spaces

Maintain a minimum 3-foot clearance from fire hydrants and fire department connections

Access to fire hydrants, fire hose connections for sprinkler systems, and entrances and exits of all buildings shall not be obstructed at any time by furniture

Accessibility (ADA)

All access pathways must be clear and a minimum of 48 inches in width

Unobstructed access to public utilities, building entrances, crosswalks, bus stops and transit entrances

Where dining tables are placed, accessible dining spaces (which are inclusive of tables and chairs) shall be provided at a minimum of 30" wide for each space, and the top of dining surfaces shall be 28 inches to 34 inches above the ground

Where elevation difference of the accessible route exceeds 1/2 inch, 48-inch-wide ramp (maximum 1:12 slope) will be required. Handrails at each side of the ramp are required when the ramp slope exceeds 1:20 (5%).

Clear Path for Pedestrians

Maintain a clear path for pedestrians

The clear walking path is 6 feet wide.

Next to railings, the width should be 8 feet wide, or as approved by the City Engineer.

Patio Furniture and Railing

The patio shall extend no further than your business frontage

The patio must contain any dining operations and potential waiting areas

The minimum height for railing is 3 feet and height is subject to approval

Place furniture on hard surfaces only (e.g. concrete, pavers)

Locate all furniture and railings a minimum of 2.5 feet away from the curb

Heaters, umbrellas, and other coverings are subject to approval

Do not remove/relocate any existing City furniture, planters, benches, etc.

Umbrellas must be secured with a minimum base of not less than 60 pounds and the base shall not encroach into any sidewalk

No writing, symbols, advertising, or other forms of signs shall be permitted on umbrellas

Ensure all portions of an approved umbrella (excluding the support pole) are a minimum of 8 feet above the adjacent sidewalk, measured from the ground to the lowest point of the umbrella canopy

Any awnings or other structures are subject to a building permit and design review

All furniture, including heaters, umbrellas, tables, chairs, planter pots, etc. must be contained within the designated space

OUTDOOR DINING POLICY - Outdoor Dining Fee Structure

The following outlines the outdoor dining types available to restaurants and bars, general guidelines for use, and the fees associated with each outdoor dining type.

ACTIONS	PODS		CITY PATIO	PRIVATE PATIO	PRIVATE PARKING LOT		SIDEWALK
	Mix & Match	Custom			Mix & Match	Custom	
Application Fee	Roof: \$1,500 No Roof: \$1,000	Standard application fee	\$1,000	\$1,000	Roof: \$1,500 No Roof: \$1,000	Standard application fee	Included in annual space licensing fee
Permit Needed	Yes	Yes	Yes	Yes	Yes	Yes	No
Permit Fee	Standard fee, as applicable	Standard fee, as applicable	Standard fee, as applicable	Standard fee, as applicable	Standard fee, as applicable	Standard fee, as applicable	No
Inspection Required	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Design Review	Ministerial Checklist	Design Review Commission	Staff Review*	Staff Review*	Staff Review*	Design Review Commission	Ministerial Checklist
Space Licensing Fees	\$48/s.f. Annual	\$48/s.f. Annual	\$12/s.f. Annual	No	One-time Parking In-Lieu fee (in P-R District only)	One-time Parking In-Lieu fee (in P-R District only)	\$200/tbl Annual (maximum of \$1,000)
License Agreement	Yes	Yes	Yes	No	No	No	Yes
Operator Permit**	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	Included in Annual License Rate
Insurance Required***	Yes	Yes	Yes	No	No	No	Yes

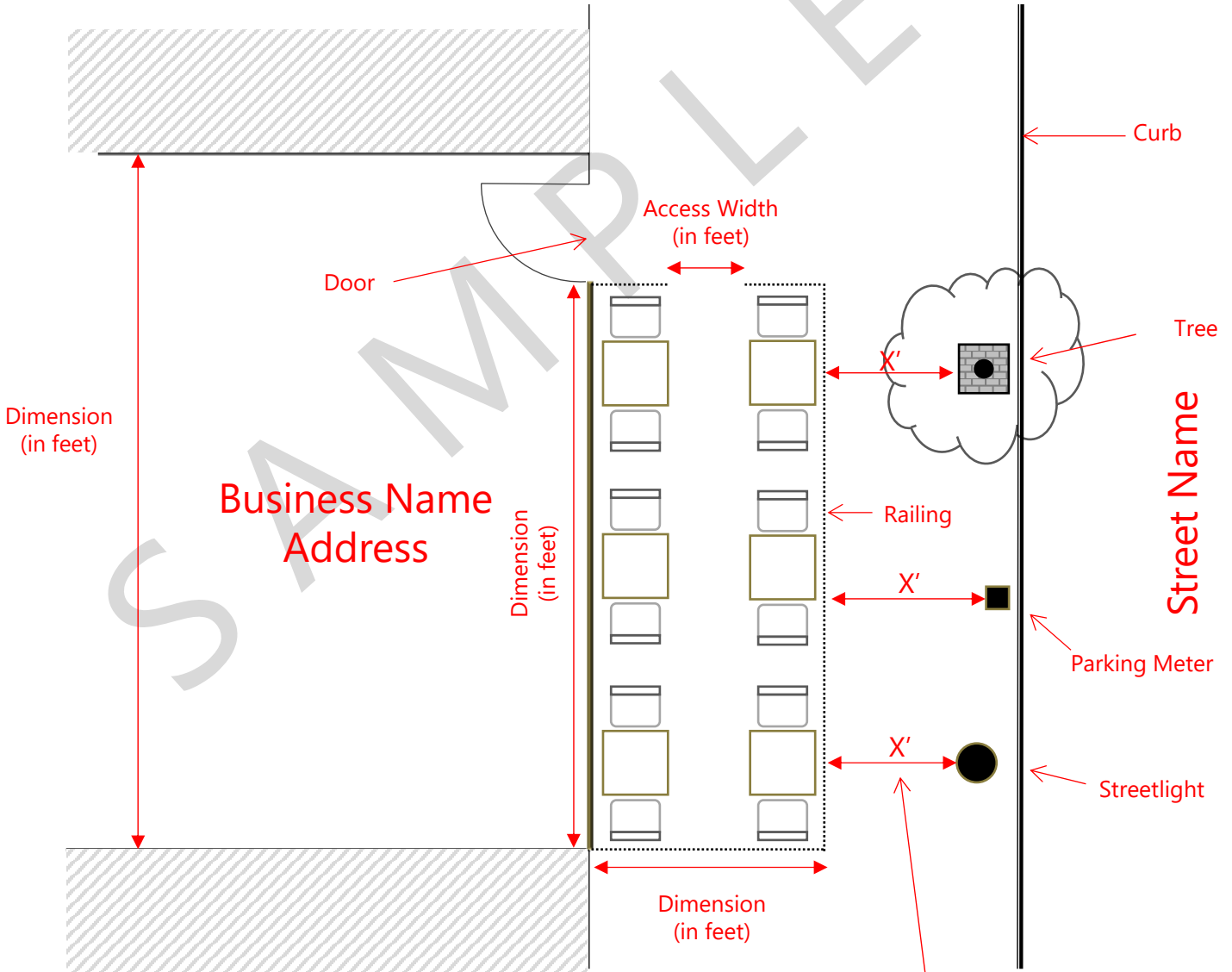
* Depending on complexity, some designs may require additional review by Design Review Commission; at a minimum, staff review will be required.

** Operator Permit applies to new outdoor dining uses where a current Conditional Use Permit or Administrative Use Permit is not currently in place. Operator Permits are one-time payments and renewed annually.

*** Businesses are required, at their own expense, to obtain and maintain insurance policies as required by the License Agreement. Other insurance or endorsements may be required by the property owner.



City Patio

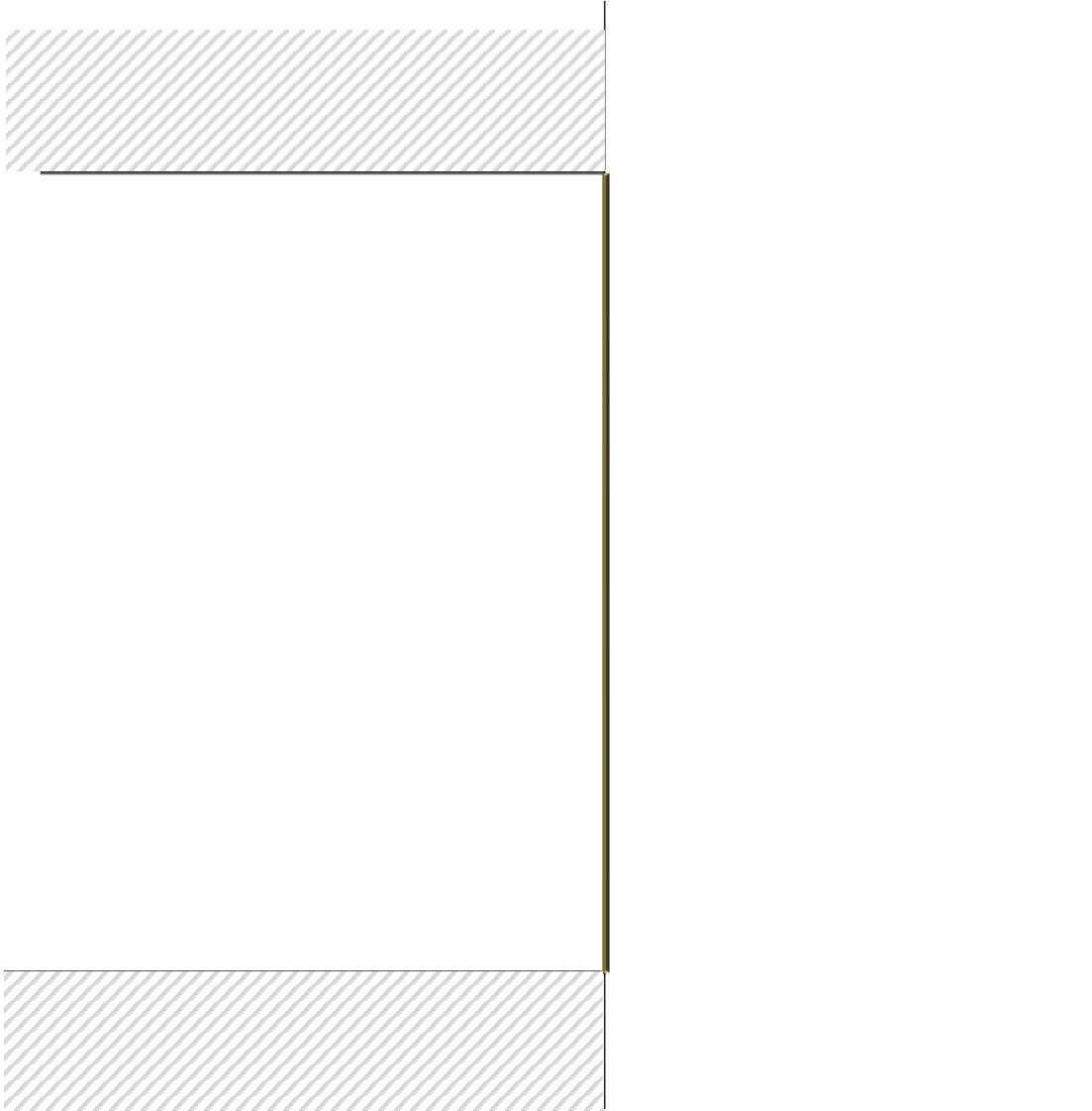


Note: all X' dimensions must meet minimum 8' clear distance for pedestrian pathway

No furniture, including pots, heaters, umbrellas are allowed outside of the defined patio area.



City Patio



streetscape furnishing palette 2022

for public spaces in
Downtown Walnut Creek

Furnishings

Traditional Furniture (Black Coated Metal and Faux Wood Slats)



Plaza Furniture

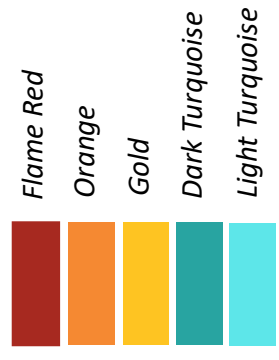
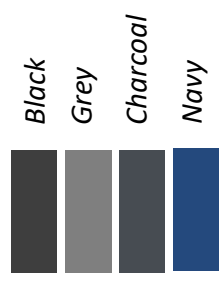


Chair and
Table
Color
Options

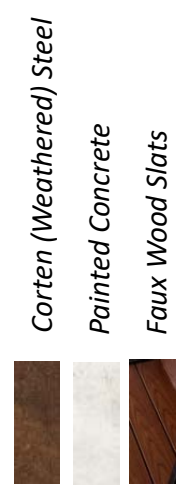


Colors & Materials

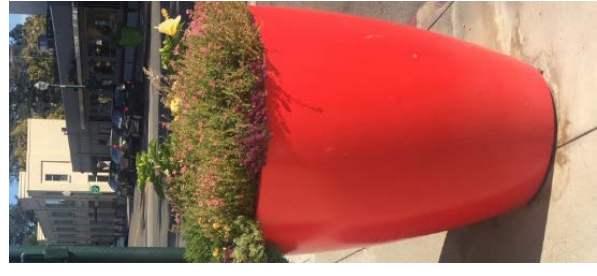
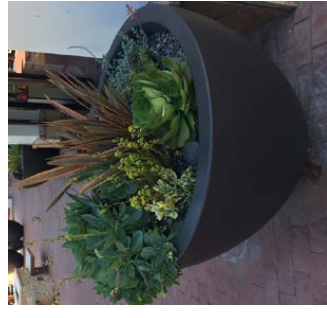
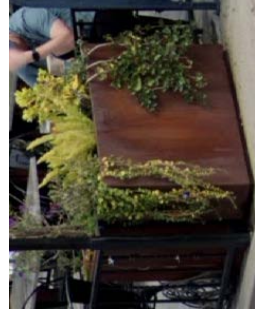
Paint Colors



Materials



Planters with mix of tones and geometric shapes





OUTDOOR DINING OPERATOR PERMIT

[Insert Business Name]

WHEREAS, on January 17, 2023, the City Council for the City of Walnut Creek (“City”) adopted Ordinance No. 2229, adopting an Overlay Zone and adding Chapter 13 to Title 6, and amending Titles 4 and 10 of the Walnut Creek Municipal Code to implement the City’s Outdoor Dining Policy;

WHEREAS, the Overlay Zone adopted for outdoor dining requires that all outdoor dining activities in the Overlay Zone shall only be permitted upon compliance with Chapter 13 to Title 6;

WHEREAS, Chapter 13 to Title 6 provides the Public Works Director is granted the authority to implement and enforce the Outdoor Dining Policy’s requirements;

WHEREAS, all outdoor dining activities must obtain an Operator Permit issued by the City for use of all outdoor dining spaces, including Permitted Outdoor Dining Structures (PODS) located in public on-street vehicular spaces and in any private parking lots, private and city-owned outdoor dining patios, and sidewalk dining spaces;

WHEREAS, an Outdoor Dining Operator Permit is required for all outdoor dining activities in the Overlay Zone where activities are not currently governed by a Conditional Use Permit (CUP), Administrative Use Permit (AUP), or Existing Uses Deemed Approved, including those outdoor dining activities which may have been previously temporarily allowed under the Rebound Program;

WHEREAS, an Operator Permit is effective for one year from the date of issuance and must be renewed annually thereafter to remain in effect;

WHEREAS, an Operator Permit may be modified, suspended, or revoked based on community conditions, as defined, violation of Operator Permit terms, violation of restrictions established under Chapter 13 of Title 6, violation of the Outdoor Dining Policy, and termination of a license agreement necessary for use of the public right-of-way, at the discretion of the Public Works Director;

WHEREAS, restaurants or bars that do not adhere to the regulations outlined in the Operator Permit may have certain privileges modified, suspended, or their entire Operator Permit revoked, thereby losing their ability to operate an outdoor dining space in the City;

WHEREAS, the City reserves the right to revoke an Operator Permit and outdoor dining activities, including but not limited to purposes of emergency response, infrastructure work, or other work that would require access to the public right-of-way where an outdoor dining space is located.

Outdoor Dining Operator Permit Regulations

Based on the findings set forth by Ordinance No. 2229, as well as the regulations outlined by Chapter 13 of Title 6 of the Walnut Creek Municipal Code, the Public Works Director grants approval of an Operator Permit to **[insert business name]** ("Permittee") to conduct outdoor dining activities at **[insert address]**, subject to the following conditions:

1. General Compliance

- A. Permittee shall comply at all times with all applicable provisions of this Operator Permit, the most recently amended Outdoor Dining Policy, Chapter 13 of Title 6 of the Walnut Creek Municipal Code, any applicable License Agreement for use of the public right-of-way, as well as all applicable provisions of local, state, and federal laws and regulations.
- B. Permittee shall maintain a valid business license with the City, and insurance coverage, as applicable, at all times. Failure to maintain a valid business license or any applicable insurance coverage will result in suspension or revocation of an Operator Permit.
- C. The Operator Permit shall be valid for one year and Permittee is required to renew the permit with the City each year to continue lawful operations. Renewal applications shall require, at a minimum, site inspections, confirmation that the business is being operated in accordance with laws and regulations, confirmation that all information previously submitted as required by the City remains accurate, and payment of all applicable fees have been received.
- D. The Operator Permit is non-transferable.
- E. All outdoor dining activities are subject to inspection by City personnel at any time. Prior notice of an inspection is not required.
- F. The Public Works Director has the authority and discretion to suspend, modify, or revoke an Operator Permit. Providing false or misleading information in the permitting process will result in the nullification or revocation of an Operator Permit.

2. Hours of Operation

Restaurants or bars providing outdoor dining service shall close the outdoor dining operation and cease all outdoor dining activities by 11:30 p.m. Restaurants or bars that are required to close indoor dining service and operations before 11:30 p.m. are required to close the outdoor dining operation at the same time as the indoor closing time.

3. Alcohol Service

Restaurants or bars may serve alcohol within the outdoor dining space only if such service is otherwise permitted under all applicable governmental regulations, including the City's Alcoholic Beverage Sales Ordinance and regulations of the State Department of Alcoholic Beverage Control.

Alcohol service in the outdoor dining space must end at 11:00 p.m. If alcohol service indoors is required to end prior to 11:00 p.m., alcohol service in outdoor dining spaces must end at the same time as alcohol service is required to end in the indoor operation of the business.

4. Music

While music is allowed in outdoor dining spaces, all restaurants and bars shall maintain music at an ambient noise level, only acting as background music in the outdoor dining space. The primary purpose of outdoor dining spaces is for dining enjoyment, and not for entertainment. Music shall not impose on other neighboring or nearby businesses, residents, or passersby.

Music in outdoor dining spaces must be maintained at a level of 70 decibels (dB), as measured from the source of the music. Music shall not exceed 70 dB, within any space of the outdoor dining space.

5. Server Operations

Outdoor dining spaces shall not to be used for any server support items, including but not limited to bussing carts, water or beverage stations or carts, portable bar or service carts, refrigeration units, payment operations, and trash bins, etc. Permittee shall not use the outdoor dining space for storage, or for any other use deemed by the City to be incompatible with its intended use as an eating and drinking establishment, including but not limited to storage of restaurant supplies, inventory, or any storage bins and receptacles.

Additionally, **all** outdoor dining spaces shall be maintained and kept in a clean, sanitary and orderly state, free from clutter and visual obstructions. Permittee is required to ensure all waste is deposited properly in designated bins in compliance with clean water standards, garbage removal, and pest-control practices. All waste, trash, and recycling bins shall be located outside of the outdoor dining space.

6. Special Events

Walnut Creek Municipal Code requirements for holding special events shall apply to all events held in outdoor dining spaces. The regulations required for indoor events apply to outdoor dining spaces. All permits required for indoor events shall also be required and obtained for hosting of events outdoors.

7. Security

Permittee shall be responsible, at its sole expense, for all security of the outdoor dining space. Any regulations required for indoor security apply to outdoor dining spaces. All permits or security requirements for indoor operations shall be required for outdoor operations.

8. Inspections and Building Permits

Permittee shall obtain any required building permits and inspections required by the City. Permittee shall be solely responsible for all costs, expenses, and all other efforts associated with obtaining any required building permits and inspections.

9. Enforcement and Violations

As established in Section 6-13.07 of the Walnut Creek Municipal Code, any person who violates, or causes or permits another person or entity to violate, any provision of this Operator Permit shall be subject to an administrative citation and fines as set forth under Chapter 7 of Title 1 of the Walnut Creek Municipal Code.

Furthermore, the Public Works Director is authorized to modify, revoke, or suspend this Operator Permit. Upon modification, revocation, or suspension of this Operator Permit, Permittee shall be required to comply with any furniture or structure removal requirements at their own expense.

At the discretion of the Public Works Director, or their designee, violations of this Operator Permit may begin with a written warning issued to the business owner, noting the infraction pursuant to regulations in this Operator Permit. If violations continue, penalties may involve a fine and up-to and including removal of the outdoor dining space at the business owner's expense.

10. Appeals

Permittee may appeal any administrative citation, modification, suspension, or revocation of a Permit to the City Manager or their designee. Any request for review must be filed with the City Clerk within ten (10) days of the issuance of the citation or determination, or the date indicated on the citation or determination, whichever is later.

This Operator Permit shall take effect on ***[insert date]*** and shall be valid for one year. Permittee is required to renew the Operator Permit with the City each year to continue lawful operations.

PERMITTEE

[Insert Business Owner Name]

[Insert Business Name]

CITY OF WALNUT CREEK

Heather Ballenger
Public Works Director

LICENSE AGREEMENT
CITY PATIOS
(Outdoor Dining: Eating and Drinking Establishments)

This LICENSE AGREEMENT (“**Agreement**”) is made and entered into as of _____, 2023, by and between the CITY OF WALNUT CREEK, a California municipal corporation (“**City**”), and ___[insert name of business]___ (“**Licensee**”).

RECITALS

A. City owns the right-of-way located [insert exact location, i.e. in front of and adjacent to] “[insert name of business]” at [insert street address] in the City of Walnut Creek, California (“**City Property**”).

B. Licensee [owns/leases] the parcel located at [insert street address] and desires to utilize a specific portion of the City Property more particularly described on Exhibit “A” (hereinafter the “**Premises**”) and to construct certain improvements thereon as more particularly described on Exhibit “B” (the “**Improvements**”).

C. City desires to facilitate economic development through the promotion of increased outdoor dining activities, as defined under Chapter 13 to Title 6, and Licensee acknowledges that its use of the Premises and construction of the Improvements thereon will provide specific economic benefits to its business.

D. Licensee agrees to comply with all provisions of this Agreement, Chapter 13 to Title 6 of the Walnut Creek Municipal Code, the most recently amended Outdoor Dining Policy, and the applicable Operator Permit as issued by the City. Licensee understands that Licensee is not authorized to operate its business on the Premises without an Operator Permit issued by the City.

E. City is willing to license the Premises to Licensee for the purposes described above and in accordance with all other terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. License of Premises. City hereby licenses the Premises to Licensee, and Licensee licenses the Premises from City, in accordance with the terms and conditions of this Agreement. City makes no representations or warranties with respect to the current condition of the Premises and Licensee accepts the Premises "AS-IS" in its current condition. For purposes of this Agreement, the term “Premises” shall mean the specific area of the Property more particularly described in Exhibit "A" attached hereto. The “Premises” shall not include any other portions of the Property not described on Exhibit “A”.

2. Term. The initial term of this Agreement, unless earlier terminated pursuant to Section 10 below, shall be for a period of five (5) years commencing on _____, and ending on _____ (the “**Term**”). If Licensee desires to extend the Term beyond five (5) years, Licensee shall request an extension from the City at least sixty (60) days prior to expiration of the Term. No extension of the Term shall be effective unless executed in writing and signed by the City.

3. City Patios Annual License Fee

(a) As consideration for the license conferred by the City under this Agreement, Licensee agrees to pay to City an annual license fee in the amount of \$[insert total amount]. The total is calculated based on the total square footage of the Premises charged at \$12 per square foot (“**City Patio Annual License Fee**”).

(b) Reference to the license year shall be a reference to the City’s fiscal year, which runs from July 1st to June 30th of the following year (“**License Year**”).

(c) The City Patio Annual License Fee for the first License Year shall be paid to the City immediately upon execution of this Agreement. The City Patio Annual License Fee paid in 2023 shall be effective until June 30, 2024. If this Agreement is executed after July 1, 2023, the City Patio Annual License Fee shall be pro-rated to the remaining time left in the License Year.

(d) The City Patio Annual License Fee for each License Year shall be paid on or before July 1st of the next successive License Year.

(e) Licensee shall be solely responsible for all costs, expenses, and all other efforts associated with the construction and maintenance of any Improvements on the Premises, including but not limited to obtaining any required building permits and structural inspections. Licensee shall further comply with all other provisions of this Agreement, such compliance being at its sole cost and expense.

4. Use of Premises.

(a) Generally. Licensee may use the Premises solely in compliance with: (i) this Agreement, (ii) an Operator Permit issued by the City, as separately obtained by Licensee, (iii) the most recently amended Outdoor Dining Policy, (iv) all applicable local, state, and federal laws, rules and regulations, and (v) in connection with the operation of its business as an eating and drinking establishment. Licensee shall not construct any Improvements, nor shall Licensee operate on the Premises without obtaining a current Operator Permit executed by the City.

(b) Improvements. All Improvements on the Premises shall be constructed, maintained, and used in accordance with the plans and specification set forth on Exhibit “B” attached hereto (the “Plans”). City may charge any fees as listed in the Outdoor Dining Fee Resolution or Master Fee Schedule for application review, approval and inspection of the Improvements, and issuance of an Operator Permit.

(c) Supervision of Personnel. Licensee shall be solely responsible for the supervision of any employees, agents, personnel, or tenants in connection with its use of the Premises.

5. Taxes. Licensee will be obligated to pay all personal property taxes, and any and all local, state, or federal taxes, if any, assessed against Licensee in connection with any of its operations or activities on the Premises.

6. Maintenance and Repairs. Licensee will, at its sole cost and expense, maintain the Premises and make all repairs, restorations and replacements to the Premises as and when necessary to preserve the Premises in good order and condition. All repairs, restorations, and replacements will be in quality and class equal to the original work or installations.

7. Emergency, Utility, Maintenance, and Construction Work. Licensee's rights to the Premises are subservient to all other rights associated with the use of public right of way. Any work by the City or a third party necessary for emergency work, utilities, maintenance, new construction shall have the right to the space over all Licensee's rights provided in this Agreement. If work on or around the Premises is necessary, the City may provide notice to Licensee, if possible. In the case of emergencies, the work may be performed without notice to the Licensee. Any damage to the Premises, Licensee's Improvements to the Premises or loss of use of the Premises, including but not limited to the requirement to remove all outdoor dining furniture, or built structures, is the sole responsibility of the Licensee. Any additional costs to work around or remove the Improvements, including but not limited to the requirement to remove all outdoor dining furniture, or built structures, or cost of delays shall be borne by the Licensee, and shall not be the obligation of City.

8. Alterations and Additional Improvements. Except for the Improvements, Licensee shall not make or suffer to be made any other alterations, additions or improvements to the Premises without the prior written consent of City. Any additional improvements approved by the City shall be undertaken at Licensee's own expense, unless otherwise agreed to by the parties in writing.

9. Damage or Destruction of the Premises. Licensee shall be responsible for any damage or destruction to the Premises caused by (i) Licensee's use and operation of the Premises, (ii) any willful or negligent act or omission of Licensee, anyone directly or indirectly employed by or working for Licensee, or anyone for whose acts Licensee may be liable, or (iii) Licensee's failure to comply with any local, state, or federal law, rules, or regulations.

10. Indemnity. To the fullest extent permitted by law, Licensee shall indemnify, defend and hold harmless the City and its officers, employees, and officials (collectively "City Indemnitees") from and against any and all claims, demands, causes of action, lawsuits, proceedings, liabilities, losses, damages, expenses, costs (including without limitation reasonable attorneys' fees and costs), judgments, penalties, and liens (collectively referred to herein as "Liabilities") of every nature arising or claimed to arise out of (i) Licensee's use and operation of the Premises, including construction of the Improvements, (ii) any willful, reckless or negligent act or omission of Licensee, anyone directly or indirectly employed by or working for Licensee, or anyone for whose acts Licensee may be liable, or (iii) Licensee's failure to comply with any law, except to the extent such loss is caused by the gross negligence, or willful misconduct of City. This indemnity provision shall survive the termination of this Agreement.

11. Insurance. Licensee shall, at its sole expense, obtain and keep in force during the term of this Agreement, all insurance policies set forth on Exhibit "C" ("**Insurance**") attached hereto. At all times during the Term of this Agreement, Licensee shall hold certificates evidencing that Licensee maintains the required insurance policies ("Certificates of Insurance"). Licensee shall submit Certificates of Insurance to the City with the City Indemnitees named as additional insured. Failure by Licensee to submit Certificates of Insurance to the City shall be a violation of this Agreement, and shall not relieve Licensee from its liabilities and obligations under this Agreement.

12. Modification, Suspension, Termination. City may modify, suspend, or terminate this Agreement at any time, based on emergency, utility, maintenance, and construction work as described in

Section 7, above; violations of this Agreement; factors including community conditions, as defined in Chapter 13 to Title 6; violation of Operator Permit terms; violation of Chapter 13 to Title 6; and violation of Outdoor Dining Policy requirements. Except in the case of an emergency, natural catastrophe; required utility, maintenance, or construction work; or if Licensee permits or commits an act or activity which could result in substantial damage to the Premises, City will make efforts to provide thirty (30) days written notice to Licensee prior to termination of this Agreement. Upon termination, City shall have no further obligations to Licensee.

Licensee may terminate this Agreement at any time upon written notice to City.

13. Surrender of Premises. Upon termination of this Agreement, Licensee shall cease use of the Premises and leave the Premises to City in good condition and repair, and free from any liens, charges or encumbrances. At the City’s discretion, all Improvements located on the Premises shall either (i) be removed by Licensee at Licensee’s sole cost and expense, or (b) upon written agreement from the City that the Improvements may remain on the Premises, the Improvements shall become the property of the City.

14. Assignment. Licensee shall not assign, transfer, sublease, convey or encumber (collectively "assign") any or all of its rights under this Agreement without first obtaining City’s written consent, which consent may be withheld in the sole and absolute discretion of City. In the event that Licensee shall attempt to assign any or all of its rights under this Agreement without first obtaining such consent, City may, in its discretion, immediately terminate this Agreement and all rights and interest of Licensee therein shall cease and terminate. Any such termination by City shall in no event release Licensee from any obligation that it had prior to the date of termination under this Agreement, nor shall it relieve or release Licensee from the payment of any damages to City which City shall sustain as a result of such violation. Any purported assignment without the consent of the City is null and void.

15. Notices. Any notice, request, demand, consent, approval, or other communication required or permitted under the Agreement deemed to have been given when personally delivered, sent by overnight delivery, or sent by certified or registered mail, return receipt requested, addressed to:

City: City of Walnut Creek
1666 North Main Street
Walnut Creek, California 94596
Attn:

Licensee: _____

Attn:

Either party may change its address or addressee for purposes of this paragraph by giving ten (10) days' prior notice according to this paragraph.

16. Independent Contractor. Licensee acknowledges, represents and warrants that Licensee is not a joint venturer or partner of the City, but rather an independent contractor. City shall not be responsible for payment of any salaries, wages or compensation to Licensee’s employees or volunteers.

17. Compliance with Laws. Licensee shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation environmental laws and employment discrimination laws.

18. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter thereof and supersedes any previous oral or written agreement. This Agreement may be modified or amended only by a subsequent written instrument executed by both parties.

19. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, sublicensees, transferees or assignees as permitted by the City under this Agreement shall not be considered "third parties."

20. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of Contra Costa County.

21. Attorneys' Fees. In the event either party to this Agreement brings an action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs. This provision shall survive the termination of this Agreement.

22. Interpretation. Licensee acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

23. Severability. Any provision of this Agreement found to be invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

24. Waiver. The waiver by City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement in Walnut Creek, California, as of this ____ day of _____, ____.

CITY OF WALNUT CREEK

LICENSEE

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

City Attorney's Office

SAMPLE

Exhibit "A"
Premises

[see attached]

SAMPLE

Exhibit "B"
Plans

[see attached]

SAMPLE

Exhibit "C"
Insurance

SAMPLE