

Appendix: More Space: Main Street Application



PLANNING &
DEVELOPMENT
DEPARTMENT

1. What is the name and street address of the applicant? _____

2. What is the name under which the business operates? _____

3. What is the name and street address of the owner of the abutting property? _____

4. If different than #3, what is the name and the owner of the abutting business? _____

5. What is the street address and the city food establishment license number of the business? _____

6. What is the seating capacity of?
 - a. interior business: _____
 - b. any existing sidewalk café space (if applicable): _____
 - c. requested More Space Area: _____Note: Capacity should be provided based on approved permits (not specific to COVID-19 limitations)
7. Attach a color photograph of the existing business location and neighboring business.
8. Attach written authority in the form of a power of attorney or letter from the owner to submit the application if the applicant is not the owner of the property.
9. Attach schematic layout and plan of the proposed More Space Area boundaries, design/materials, furnishings and umbrellas, measurements, and ADA access.
10. Attach a copy or copies of the certificate or certificates of insurance required as identified in the (previously required as part of business license):
 - a. \$1 million combined single limit for bodily injury and property damage for each occurrence.
 - b. \$2 million annual aggregate
 - c. City of Houston, Downtown District, and METRO all as additional insured.
11. Applicant acknowledges that participation in the Main Street: More Spaces Program entails submitting the Insurance, Indemnification, and Release as stated in the Program Guidelines and Requirements and also attached to this application.
Initial Here: _____
12. Applicant acknowledges and certifies that the approved More Space Area may be reduced, modified, or terminated if a neighboring business applies for the use of their own frontage, or if it is determined that the public safety or public necessity and convenience requires same.
Initial Here: _____

Applicant Signature _____ **Date** _____

Conditions and Exceptions

- The permit issued pursuant to this application is issued in the licensee's name and cannot be assigned, sold, or otherwise transferred.
- All patrons, restaurant and bar management and owners, and employees must comply with all other applicable laws, regulations, permits, and orders of government officials, including the then-

current COVID-19 related orders issued by the Mayor, County Judge with authority, or Governor of the State of Texas, including the Governor's Executive Order Nos. GA-28, GA-29, and GA-32, issued by the Governor of the State of Texas and any amendments or successor orders or proclamations thereto, and any orders issued by the Harris County Judge authorizing bars to open in any capacity. All persons utilizing the additional space of the More Space: Main Street Program shall operate in compliance with the Governor's Order GA-28 including its provisions on the minimum standard health protocols recommended by Texas Department of State Health Services (DSHS): <https://www.dshs.texas.gov/coronavirus/opentexas.aspx>

- Pursuant to the City of Houston Health Department rules, approval to participate in the More Space: Main Street program authorizes applicant to serve food and beverages includes food service only; food preparation, display and storage are not allowed in these areas.
- All participating restaurants, bars, and their owners, management, and staff, shall conclude food and beverage service and close all food and beverage service within the More Space Area at close of business.
- Furniture may be utilized in the More Space as described in the More Space: Main Street Program Design Guide. No permanent structures are allowed. The restaurant or bar owner, management, and staff must secure or remove all furniture at the close of business. The City is not liable for any loss of furniture or other business items.
- Restaurant owners and staff must place furniture only within the More Space Area and in a manner that does not obstruct a clear path of pedestrian travel along the Main Street sidewalk with the same clear space as provided prior to the application including customer queuing, and does not obstruct a clear access to public utilities, fire hydrants, and building entrances.
- Manholes and any other public infrastructure must be made accessible for maintenance or emergency repairs. This includes either clear access at all times or an immediately accessible hatch with signage.
- The More Space: Main Street Program may be activated, suspended, or terminated in whole or in part at the discretion of the Mayor of the City of Houston or the Mayor's designee.
- The City of Houston may terminate the participation of any restaurant or bar upon its failure to comply with the requirements of the More Space: Main Street Program, or receipt of proof of the suspension or revocation of the restaurant's or bar's TABC permit or license. The City of Houston may also terminate participation upon receipt of proof that the restaurant owner, operator, manager, or other person in charge of the restaurant has received a civil penalty in a civil adjudication proceeding, or proof of a criminal conviction of a violation of any statutes, ordinances, regulations, orders relating to the operation of the restaurant, including provisions related to the service or preparation of foods and beverages, or regulations enacted to control the spread of COVID-19.
- The More Space: Main Street Program does not provide an applicant with an expectation of continued or permanent use of the More Space Area. The Program may be terminated and any permit may be revoked at any time if the Mayor or his designee determines that the public safety or public necessity and convenience require it.
- Applicants must adhere to all federal, state and local regulatory requirements, including all Insurance, Indemnification and Release by Participant conditions in the More Space: Main Street Program Design Guide.

INDEMNIFICATION AND RELEASE BY PARTICIPANT

PARTICIPANT SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF HOUSTON, DOWNTOWN MANAGEMENT DISTRICT, METRO, AND EACH OF THEIR RESPECTIVE BOARDS, DIRECTORS, PARTNERS, OFFICERS, CONSULTANTS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "INDEMNITEES"), FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, SETTLEMENTS, LIABILITIES, COSTS, EXPENSES, FINES, AND JUDGMENTS (INCLUDING, WITHOUT LIMITATION, REASONABLE AND NECESSARY COURT COSTS, EXPERTS' FEES AND ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES"), WHETHER ARISING IN EQUITY, AT COMMON LAW, OR BY STATUTE, INCLUDING WITHOUT LIMITATION THE TEXAS DECEPTIVE TRADE PRACTICES ACT (AS AMENDED) OR SIMILAR STATUTE OF OTHER JURISDICTIONS, OR UNDER THE LAW OF CONTRACTS, TORTS (INCLUDING, WITHOUT LIMITATION,

NEGLIGENCE AND STRICT LIABILITY WITHOUT REGARD TO FAULT) OR PROPERTY, OF EVERY KIND OR CHARACTER (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY (INCLUDING WITHOUT LIMITATION EMOTIONAL DISTRESS, AND ECONOMIC LOSS), ARISING IN FAVOR OF OR BROUGHT BY ANY OF PARTICIPANT, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUPPLIERS OR REPRESENTATIVES, OR BY ANY GOVERNMENTAL AGENCY OR ANY OTHER THIRD PARTY, BASED UPON, IN CONNECTION WITH, RELATING TO OR ARISING OUT OF THE PARTICIPANT'S BUSINESS OR PROPOSED BUSINESS, OR PARTICIPANT'S ACTIONS OR INACTIONS UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY FAILURE BY PARTICIPANT TO PAY TAXES OR FAILURE TO COMPLY WITH ANY APPLICABLE LAW, EXCEPT TO THE EXTENT ANY SUCH LOSSES ARE DUE TO ANY INDEMNITEES' SOLE NEGLIGENCE OR OTHER FAULT, BREACH OF THIS AGREEMENT, VIOLATION OF STATUTE, OR STRICT LIABILITY WITHOUT REGARD TO FAULT.

THE FOREGOING INDEMNIFICATION OBLIGATION SHALL APPLY REGARDLESS OF THE AMOUNT OF INSURANCE COVERAGE HELD BY PARTICIPANT INCLUDING WITHOUT LIMITATION ANY SUCH COVERAGE UNDER ANY WORKER'S COMPENSATION ACT, DISABILITY ACT, OR OTHER ACT OR LAW WHICH WOULD LIMIT THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR PARTICIPANT AND SHALL NOT BE LIMITED BY ANY INSURANCE CARRIED OR PROVIDED BY PARTICIPANT IN ACCORDANCE WITH THIS AGREEMENT.

PARTICIPANT'S CONTRACTUAL OBLIGATIONS OF INDEMNIFICATION SHALL EXTEND TO AND COVER CLAIMS, DEMANDS AND CAUSES OF ACTION ALLEGING CONCURRENT ACTS OF NEGLIGENCE, FAULT OR OTHER ACT OR OMISSION BY OR ON THE PART OF THE INDEMNITEES PROVIDED THAT IN THE EVENT THAT BOTH PARTICIPANT AND SUCH INDEMNITEE ARE ADJUDICATED AT FAULT WITH RESPECT TO DAMAGE OR INJURY SUSTAINED BY A CLAIMANT, PARTICIPANT SHALL INDEMNIFY INDEMNITEES ONLY FOR THAT PORTION OF THE DAMAGE OR INJURY ADJUDICATED TO HAVE BEEN CAUSED BY PARTICIPANT, AND ACCORDINGLY, THE INDEMNITEES SHALL BEAR ALL COSTS AND DAMAGES FOR WHICH EACH OR ANY IS FOUND LEGALLY LIABLE. PARTICIPANT SHALL NOT INDEMNIFY THE INDEMNITEES FOR THEIR SOLE NEGLIGENCE.

Release

Participant shall and does hereby waive all causes of action it has for, and releases and forever discharges the indemnitees from, losses for injuries (including death) to any person or damage to or destruction of any property sustained or alleged to have been sustained in connection with or arising out of or incidental to the Main Street: More Space Program.

Applicant Signature(s) _____ **Date** _____

State of Texas
County of _____

This instrument was acknowledged before me on the ___ day of _____, 20__ by (name) _____, (title) _____, for (corporation, partnership, LLC) _____, a (State of incorporation) _____, on behalf of said _____.



Notary Public's Signature
My Commission Expires: _____