



THE CITY OF ASPEN

CITY OF ASPEN
2011 MERCHANDISING LICENSE
A REVOCABLE LICENSE FOR
MERCHANDISING IN THE PUBLIC RIGHT-OF-WAY

License # _____

Applicant to complete following information:

Business Name and Address: _____

Owner's Name and Address: _____

Best Contact Information: Phone No.: _____
Email: _____

Dates of Use: Start: _____ End: _____
(Merchandising on public right-of-way is permitted April 1st – November 1st.)

Description of Merchandise: _____
(e.g. clothing rack, mannequin, bikes, or attach picture)

Description of Merchandising Area: _____
(e.g. between sidewalk and curb, next to building façade, or attach plans/pictures)

Size of Merchandising Area: 1-10 sq. ft. (no fee) 10-50 sq. ft. (\$50 fee) More than 50 sq. ft. (\$363 fee)
(Only need to count the area within the public right-of-way)

Plans or pictures of your proposal are required. Have you attached them? Yes No
Plans or pictures should be 8 1/2" x 11" and show proposed merchandising area with adjacent building(s) and street(s)

I agree to keep a six-foot wide clear path for pedestrians at all times. Yes No

I agree to not erect a tent or other temporary structures in this area. Yes No

I agree to the License Terms and Insurance Requirements listed on the back of this form. Yes No

I understand the City may require temporary removal of merchandise during special events. Yes No

Accepted and Agreed to:

Owner / Agent's Printed Name Owner / Agent's Signature Date

For Official Use:

This Temporary Revocable Merchandising License is hereby granted pursuant to City of Aspen Municipal Code Section 15.04.350 to Licensee to occupy, maintain and utilize the above described portion of public right-of-way for the purposes described and subject to the terms, limitations and requirements listed on the back of this form.

Approved: Yes No

By: _____ date: _____
Chris Bendon, Community Development Director

Issue one signed copy to the business owner and keep original in the merchandising binder.

Total Fee Received: \$ _____



THE CITY OF ASPEN

Guidelines for Outdoor Merchandise

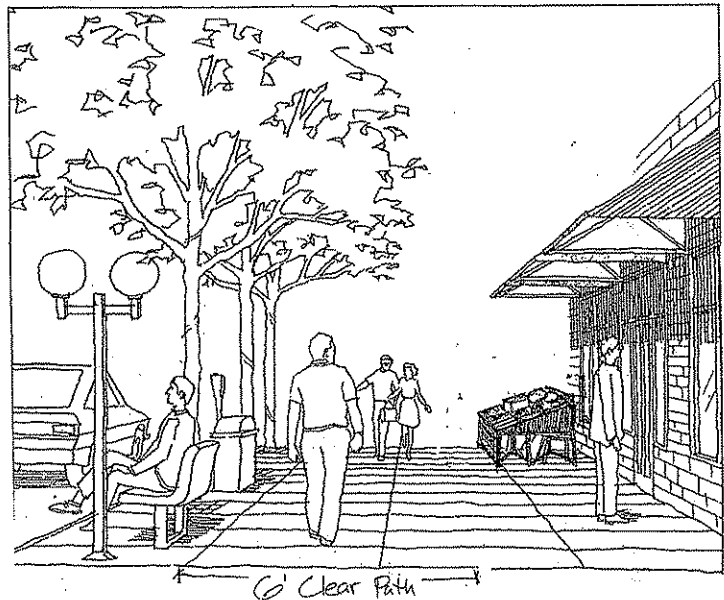
Merchandise must be located in front of or proximate to the storefront related to the sales and be maintained in an orderly fashion. Stand-alone or transient operations are not permitted. Merchandise shall be displayed for sale with the ability for pedestrians to view the items. Outdoor merchandising areas cannot be used solely for storage.

The minimum sidewalk width to accommodate pedestrians and accessibility requirements is six feet. This width does not count landscape areas, metal tree grates, car overhangs, and car door opening areas. In addition, a minimum of six foot ingress/egress needs to be provided for building entrances and exits.

Merchandise should be at least 27 inches tall to avoid becoming a tripping hazard. Please avoid hanging items in the 5 to 7 foot high zone for head height clearance.

Outdoor clothing racks are limited to a total display of 12 linear feet per business. For all other types of merchandise, the size and amount allowed is at the discretion of the business owner.

Tents, umbrellas, and similar temporary structures are not permitted for outdoor merchandising. Retractable canopies may be approved if made a permanent feature of the building (a building permit or planning approvals may be required).



Merchandising located on private property does not require a special license or permit but must meet these standards. Merchandising in the public right-of-way requires an annual license and can occur from April 1st through November 1st. (Note – most buildings downtown are built to the property line. Alcoves and patio areas are typically private property and there is usually a change in concrete patterns at the property boundary. Staff can assist if the boundary is unclear.)

For questions about outdoor merchandising, please call the City of Aspen Community Development Department – 920.5090.



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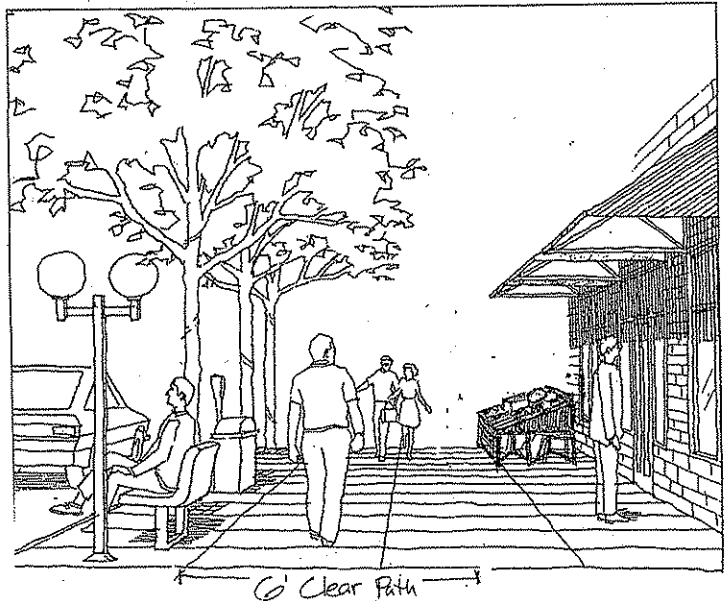
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Insurance Requirements and License Terms:

This Temporary Revocable Merchandising License is to occupy, maintain and utilize the described portion of public right-of-way for the purposes described, pursuant to Municipal Code 15.04.350. This license is granted for a specific use and within a specified term as described. This license is subordinate to the right of City of Aspen to use said area for any public purposes and may be terminated at any time and for any reason at the sole discretion of the City of Aspen. Upon termination, Licensee shall at Licensee's expense, remove any improvements or encroachments from said property. The property shall be restored to a condition satisfactory to the City of Aspen.

Unless the property that is the subject of this license agreement is covered by a homeowner's insurance policy, Licensee shall at all times during the term hereof, carry public liability insurance for the benefit of the City as per the signed "Affidavit of Insurance Coverage". All insurance policies that are maintained pursuant to this agreement shall contain the following endorsement: ***"It is hereby understood and agreed that this insurance policy may not be canceled by the surety until thirty (30) days after receipt by the City, by registered mail, of a written notice of such intention to cancel or not to renew."***

Licensee must carry employee and public liability insurance with minimum limits of not less than \$150,000 per person and \$600,000 per occurrence, or as specified by Section 24-10-114, C.R.S, and property damage insurance with a minimum limit of not less than \$150,000 for any single occurrence for the duration of this license. The City of Aspen shall be named as co-insured on the policy. Licensee shall produce proof of such insurance whenever the City of Aspen requests.

Licensee agrees to indemnify and hold harmless the City of Aspen, its officers, employees, insurers, and self-insurance, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, death, property loss or damages, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this license, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or part by the act, omission, error, professional error, mistake, negligence, or other fault of licensee. Licensee agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claim or demands at the sole expense of the licensee or, at the option of the City of Aspen, licensee agrees to pay City of Aspen or reimburse City of Aspen for the defense costs incurred by the City of Aspen in connection with, any such liability, claims, or demands. The licensee also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false or fraudulent. The licensee waives any and all claims against the City of Aspen for loss or damage to the improvements constructed within the encroachment area.

Licensee is responsible for the maintenance of the public right-of-way, together with improvements located therein, in a safe a clean condition. A pedestrian pathway six feet or greater in width, free and clear of obstruction for safe passage, is required at all times. A Merchandising permit does not allow liquor sales or consumption. A Liquor License can be obtained from the City Clerk – 920.5060. No tents are permitted in the merchandising area. No permanent structures, electricity, utilities, or other improvements are permitted in the merchandising area. The City of Aspen, in the exercise of its discretion, may cause Licensee to adjust, remove, or alter the location of the merchandise to ensure public safety. This may include temporary removal of merchandise or adjustments during special events.