

PRIVATE PARKLET SUPPORT AND MAINTENANCE AGREEMENT

Parklet permits issued by the City of Milwaukie are subject to specific maintenance and support conditions that are the responsibility of the parklet host. These conditions ensure that the parklets remain clean, safe, and in a state of good repair for the enjoyment of the hosting business' patrons and the general public. The City may revoke the permit from any parklet host that fails to comply with the following agreement:

Daily Support

On a daily basis, I agree to:

- Lock up or stow all moveable tables and chairs prior to the close of business.
- Stow or remove all food and drink service equipment prior to the end of service hours.
- Sweep the parklet surface and the area surrounding the parklet.
- Water and maintain the parklet's vegetation.
- Clean the parklet platform, seating, and other parklet elements.
- Remove any debris, litter, grime, or graffiti from the parklet.
- Replace any failing parklet elements or components.

Weekly Support

On a weekly basis, I agree to:

- Rinse the area underneath the parklet surface.
- Remove any debris that is impeding drainage flow along the curb and gutter beneath the parklet surface.
- Provide pest control (if necessary).

Annual Support

I understand that parklet permits must be renewed on an annual basis. As part of the renewal I agree to:

- Pay the renewal fee.
- Pay the annual right-of-way use fee.
- Replace all parklet components that have experienced significant wear and tear.
- Submit an updated certificate of liability insurance and list the City of Milwaukie as an additional insured.

Parklet Removal

I understand that if my business changes ownership, I will either need to remove my parklet or transfer the permit to the new owner.

I understand that the City of Milwaukie may require me to temporarily remove my parklet under certain circumstances. I agree that I am responsible for all duties and costs associated with the parklet removal.

Temporary removal may be required when:

- Planned streetscape, utility or roadway improvements occur.
- Planned franchise utility improvements occur.
- A public safety or public utility emergency occurs.
- Emergency infrastructure repairs are required.

In these situations, I may need to store my parklet off-site. I agree not to reinstall my parklet until instructed by the City of Milwaukie.

I understand that permanent removal may be required when:

- The parklet presents a major public safety hazard.
- I fail to comply with the conditions specified in this maintenance and support agreement.

Upon permanent removal of my parklet, I agree to restore the street area covered by the parklet to its original or better condition.

SIGNATURE: _____

DATE: _____

NAME: _____

BUSINESS: _____

PARKLET ADDRESS: _____

HOURS OF SERVICE: _____

PERMIT NUMBER: _____

