



Chandler · Arizona
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Valet Parking - Class 9 Encroachment Permit Application

Date: _____

Valet Company Name _____

Owner Name(s) _____

Proposed Valet Parking Location _____

For City Use	
Has Applicant Delivered Notification?	
____ Yes	____ No

Attached map illustrates which of the City approved valet locations are covered in this application

Check items for which you are requesting a permit:	
<input type="checkbox"/> Initial Application	<input type="checkbox"/> Update of Information for Permit# _____ Valid through _____

Permittee Name (name of each person who will be a permittee)		
Business Name and Address		
City/State/Zip	Phone No.	City Tax No. (Required)

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Business Name and Address		
City/State/Zip	Phone No.	City Tax No. (Required)

Applicant Name (If different than the Permittee. The authority of the agent to act on behalf of the Permittee shall be evidenced by a writing, signed by the Permittee)			
Address	City/State/Zip	Phone No.	Fax No.

Contact Person (contact for permit pickup)	Phone No.
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24-hour Contact Number (required phone number that shall be answered in person by the permittee while the valet permit is in effect)
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For City Use		
<input type="checkbox"/> Insurance Certificate	Received by _____	Date of Notification: _____
<input type="checkbox"/> Indemnity Agreement	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	10 Day Notification Complete On: _____
	By: _____	Date: _____

Mailing Address:
P.O. Box 4008, MS 406
Chandler, Arizona 85244-4008

Transportation and Development Department
Planning Division
Civil Engineering Plan Review Section
215 E. Buffalo St., Chandler, Arizona 85225

Telephone: (480) 782-3000
Fax: (480) 782-3150
www.chandleraz.gov
Form No: UDM-176/Planning
Rev: 11-19-13



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FOR AND IN CONSIDERATION of the granting of a valet permit for the purpose set forth herein, Permittee hereby agrees, covenants, and binds said permittee, business owners, employees, agents and contractors to the terms and conditions set forth below and those included on or attached to the permit when it is issued:

1. Permittee certifies that s/he has on file a certificate of insurance as required by City. Such insurance shall be primary and provide coverage for all liability assumed by the applicant under section 46-2.6 and shall be provided by the permittee in minimum amounts as required. The City of Chandler, its departments, agents, officials and employees shall be named as additional insured's. It is the sole responsibility of the Permittee to maintain coverage in force for the term of the valet permit and to name the City as an additional insured. Said coverage shall be primary and failure to conform to the above requirements shall not waive any responsibility of the Permittee. Ten day written notice of change or cancellation of the policy shall be served on the City Engineer's Office.
2. Permittee certifies that s/he shall maintain garage keeper's liability with a limit of not less than fifty thousand dollars (\$50,000.00) for automobile physical damage, or an endorsement to the permittee's commercial general liability policy for automobile physical damage.
3. Permittee certifies that s/he has on file an Indemnity Agreement as required by City. The permittee shall be responsible for and indemnify the City from all claims, demands, expenses or liability including but not limited to personal injury and property damage arising out of or related to valet services performed by the permittee under the permit, arising out of the failure on the permittee's part to perform valet services under the permit, arising from or caused by the structures or encroachments placed in, on or under the City's right-of-way. If any claim of such liability is made against the City, its officers or employees, permittee shall defend, indemnify and hold the City harmless from such claim, including claims alleging the negligence of the City, its officers and employees.
4. Permittee certifies that s/he has delivered notice of the application in accordance with the requirements set out in City Code section 46-1.3. This includes notification by the Permittee/applicant of the proposed valet parking zone to the Downtown Business Organization (DCCP) and the required adjacent business owners.
5. Permittee certifies that s/he shall have the number of attendants as indicated in the application to attend the valet parking station during each hour of operation. The Permittee shall not have less than two (2) attendants per hour.
6. Applicant/Permittee acknowledges that s/he shall resubmit the application for valet parking to the Department for review within ten (10) days of any changes or additions. The Applicant/Permittee shall pay the fee for such review. The Applicant or Permittee shall also submit any other information that the Department reasonably determines is necessary to review the resubmitted application or permit. Applicant/Permittee acknowledges that the following represents a the change or addition in information:
 - a. The number or type of downtown businesses served or to be served by the Permittee.
 - b. Twenty (20) percent or more increase in the square footage of indoor and outdoor floor area used by the public of the footage of indoor and outdoor floor area used by the public of the business served or to be served by the pennittee, or twenty (20) percent or more increase in the seating capacity of each, theater, bar or restaurant or business that has or is allowed to have live entertainment that is served or to be served by the Permittee.
 - c. The location of the proposed valet parking zone in the right-of-way, or a twenty (20) percent or more increase in the size of the valet parking zone, or any increase in the number of public parking spaces to be used for the valet parking zone.
 - d. The location of the public or private parking spaces proposed for storing patrons' vehicles and attendants' vehicles.
 - e. The contract to use privately owned parking spaces for storing patrons' vehicles.
 - f. The hours of operation.
 - g. A twenty (20) percent or more increase in the number of vehicles to be parked during the peak hour of operation on a typical day or in the number of parking spaces needed for storing vehicles.



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7. The Permittee certifies that s/he shall provide one (1) parking station for each valet parking zone.
 - a. The valet parking station shall be a removable lectern, cabinet or other structure not less than four (4) feet high, nor more than five (5) feet high, and not more than two and one-half (2 1/2) feet wide, with space for waste disposal, and space to provide locked storage for keys, licenses, contracts, maps and other documents required for providing valet parking.
 - b. The valet parking station shall be located as approved on the diagram submitted by the applicant/permittee for the valet parking permit.
 - c. The valet parking station shall bear a sign, not to exceed the height and width of the valet parking station, conspicuously identifying, in letters not less than one and one-half (1 1/2) inches tall, the name and phone number of the permittee, the name of each business served by the permittee and the charge, if any, for the valet parking. The sign shall also include notice, in letters not less than one (1) inch tall, that the permittee is insured. No sign other than the one required to be mounted on the valet parking station shall be permitted on the valet parking station.
8. Only if required by the valet parking permit, Permittee acknowledges that they may have directional signage for the safe operation of the valet parking zone. The Permittee's acknowledges that they are responsible for providing the signage. The directional sign shall not be more than three (3) feet tall, nor more than four (4) square feet in area. The sign shall be located within five hundred (500) feet of the valet parking zone, but shall **not** be located in the right-of-way. Permittee certifies that s/he shall obtain written approval from the owner(s) of property where a sign is to be located if it is required by the terms of the permit to provide a directional sign indicating the correct and safe approach to the valet parking zone.
9. Permittee certifies that s/he each attendant shall be over the age of eighteen (18) years and possess a valid driver's license that is not suspended, revoked or cancelled.
10. Permittee acknowledges that at all times during the hours of operation specified in the valet parking permit:
 - a. The valet parking station shall be operated by the number of attendants specified in the valet parking permit.
 - b. The attendants shall refrain from consuming alcoholic beverages or controlled substances.
11. Permittee certifies that s/he shall allow the inspection of premises and records.
 - a. Copies of the following documents shall be available at the valet parking station during the hours of operation specified in the valet parking license: the valet parking permit; the certificate of insurance and indemnification form required in Section 46-13.5; the written authorization to use private parking spaces for valet parking; the approved drawing of the valet parking station; the approved diagram of the valet parking zone showing the location of the valet parking station, the valet parking zone, the removable signs, if any, and the removable cones; the location of the parking spaces used to store patrons' vehicles and routes to the parking spaces; a copy of City Code Division VIII with Section 46-13.7.E highlighted, and a current roster of all attendants, including their names, addresses, phone numbers, dates of birth and driver's license numbers.
 - b. Copies of the receipts given to patrons for the three (3) most recent months of operation shall be available for inspection by the City at all reasonable times.
 - c. The Permittee shall allow police officers and other city agents to inspect the valet parking station, the valet parking zone and all the records required to be kept under City Code Section 46-13.7. F during the hours of operation specified in the valet parking permit.



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12. Permittee certifies that s/he shall operate valet parking operations only during the hours of operation specified in the valet parking permit.
- The placement of the valet parking station, signs, and cones only during the hours of operation.
 - During the hours of operation, no parking shall be allowed in the valet parking zone.
 - The valet parking zone and valet parking station shall be operated to minimize any impediment to normal traffic and pedestrian flow.
 - The valet parking zone and valet parking station shall be operated in a litter-free manner.
 - The valet parking zone shall be operated to avoid unsafe conditions, including obstruction of traffic flow, patrons' stopping, opening doors or disembarking outside the valet parking zone, or reckless driving by attendants.
 - The valet parking zone shall be operated to avoid illegal parking by patrons awaiting valet parking.
 - Patrons' vehicles and attendants' vehicles shall be stored only in the parking spaces approved in the permit.
 - If, at any time, a vehicle stops outside the valet parking zone, the driver shall be requested to move into the valet parking zone or move on.
13. Permittee certifies that s/he shall not provide valet parking to vehicles stopped outside the valet parking zone.
14. Permittee certifies that s/he shall remove all litter from all parking spaces (and their immediate vicinity) that are used for storing vehicles, and from the valet parking zone and its immediate vicinity, at the end of the hours of operation each day.
15. Applicant/ Permittee acknowledges that a valet parking permit IS not transferable or assignable by the permittee.
16. In consideration of City granting this valet encroachment permit, to the full extent permitted by law, throughout the term of this permit, Permittee, and all other persons using, acting, working or claiming through this permit shall jointly and severally pay, indemnify, defend and hold harmless City, its officers, agents and employees from and against any and all claims, suits, damages, loss, expenses, penalties, fines or other matters (together with all attorney fees, court costs, and the cost of appellate proceedings), arising out of or in connection with this permit, including without limitation, claims, liability, harm or damages caused in part by City or anyone for whose mistakes, errors, omissions or negligence Permittee or City may be liable. Permittee agrees that it shall have no recourse whatsoever against the City, its officers, agents, boards and commissions, agents or employees for any loss, costs, expenses, or damages arising out of any provision or requirement of the City because of the enforcement of any provision or requirement of the City because of the enforcement of the permit requirements or because of defects in any of the relevant Chapters of the City Code, or this permit as a result of any damage that may result from the City's exercise of its authority under this permit or applicable provisions of law. [See Chapters 46, 47 and 48 of the Chandler City Code.]

Applicant Name (please print)	Date	Applicant Signature
		<i>By signing here you certify that you have authority to sign on behalf of the applicant.</i>
<hr/> Company		



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Under this Permit Valet Parking will be Provided For the Following Business Owners

*All business that valet parking will be provided for must be listed and include required signatures.
Any changes in the business to be served must be updated immediately*

Business Name and Owner	
Business Address	
City/State/Zip	Business Phone No.
Owner Signature	Owner Phone No.
Square footage of indoor and outdoor floor area or if venue is a theater, a bar or a restaurant, or is allowed to have live entertainment, the seating capacity.	
Business Name and Owner	
Address	
City/State/Zip	Business Phone No.
Owner Signature	Owner Phone No.
Square footage of indoor and outdoor floor area or if venue is a theater, a bar or a restaurant, or is allowed to have live entertainment, the seating capacity.	
Business Name and Owner	
Address	
City/State/Zip	Business Phone No.
Owner Signature	Owner Phone No.
Square footage of indoor and outdoor floor area or if venue is a theater, a bar or a restaurant, or is allowed to have live entertainment, the seating capacity.	
Business Name and Owner	
Address	
City/State/Zip	Business Phone No.
Owner Signature	Owner Phone No.
Square footage of indoor and outdoor floor area or if venue is a theater, a bar or a restaurant, or is allowed to have live entertainment, the seating capacity.	



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Valet Parking Operational Information

24 Hours of Operations: Yes No

Hours of Operations: _____ to _____

Complete all areas that apply to the hours of operation for this application

Hours of Operation	# Attendants *	Peak Parking Demand	Hours of Operation	# Attendants	Peak Parking Demand
00:00 to 01:00	2 + _____ = _____		12:00 to 13:00	2 + _____ = _____	
01:00 to 02:00	2 + _____ = _____		13:00 to 14:00	2 + _____ = _____	
02:00 to 03:00	2 + _____ = _____		14:00 to 15:00	2 + _____ = _____	
03:00 to 04:00	2 + _____ = _____		15:00 to 16:00	2 + _____ = _____	
04:00 to 05:00	2 + _____ = _____		16:00 to 17:00	2 + _____ = _____	
05:00 to 06:00	2 + _____ = _____		17:00 to 18:00	2 + _____ = _____	
06:00 to 07:00	2 + _____ = _____		18:00 to 19:00	2 + _____ = _____	
07:00 to 08:00	2 + _____ = _____		19:00 to 20:00	2 + _____ = _____	
08:00 to 09:00	2 + _____ = _____		20:00 to 21:00	2 + _____ = _____	
09:00 to 10:00	2 + _____ = _____		21:00 to 22:00	2 + _____ = _____	
10:00 to 11:00	2 + _____ = _____		22:00 to 23:00	2 + _____ = _____	
11:00 to 12:00	2 + _____ = _____		23:00 to 00:00	2 + _____ = _____	

* Minimum number of attendants is 2.

Private Parking Spaces contracted for vehicle storage: _____

Public Parking Spaces under agreement for vehicle storage: _____

Total Parking for Valet _____



Valet Parking Required Supporting Documentation

Copies of the following must be submitted to support the application

(Failure to provide these documents will render the application incomplete)

- A map showing: the location of the proposed valet parking zone, specifying the dimensions of the zone, and, if applicable, the number of public parking spaces to be used for the valet parking zone.
- A map showing: The location of the public or private parking spaces proposed for storing patron's vehicles and attendants' vehicles
- A scale drawing of the proposed valet parking station.
- A scale diagram of the valet parking zone showing the location of the valet parking station, the removable signs, if any, and the removable cones to delineate the valet parking zone.
- For all privately owned parking spaces, written authorization to use the parking spaces for storing patrons' vehicles and attendants' vehicles. The applicant shall provide a contract with the owner of the parking spaces which shall be valid for the term of the valet parking permit and which specifies the number and location of the parking spaces allowed to be used, the time periods of availability, and all other conditions under which the parking spaces may be used.
- For all parking spaces in parking facilities owned by the City, the applicant shall provide a map showing the public parking structure(s) or lot(s) proposed to be used for storing patrons' vehicles and attendants' vehicles. The applicant shall state the time periods of proposed use and an estimate of how many parking spaces may be used.
- Samples of the receipts and tags to be used.
 - The permittee shall provide written receipts to each patron showing the patron's license plate number, the date and times the patron's vehicle is subject to valet parking, where the patron's vehicle is to be parked, and information that the permittee is insured.
 - The Permittee shall provide brightly colored tags, no smaller than three (3) inches by five (5) inches to hang on the inside rear view mirror or set on the dashboard of each vehicle subject to valet parking. Each tag shall identify, in letters not less than one (1) inch tall, the name and phone number of the Permittee and the location of the valet parking station from which the vehicle was valet parked.
- Copies of notices and proof of their delivery to the owner of each business required to have received the notices



Valet Parking Required Supporting Documentation

Prior to the issuance of the Valet Parking Permit the Permittee acknowledges that the following documents will have to be submitted to the City.

- Certificate of Insurance.
 - Such insurance shall be primary and provide coverage for all liability assumed by the applicant under section 46-2.6 and shall be provided by the permittee in minimum amounts as required. The City of Chandler, its departments, agents, officials and employees shall be named as additional insured's. It is the sole responsibility of the Permittee to maintain coverage in force for the term of the valet permit and to name the City as an additional insured. Said coverage shall be primary and failure to conform to the above requirements shall not waive any responsibility of the Permittee. Ten day written notice of change or cancellation of the policy shall be served on the City Engineer's Office.

- Indemnity Agreement
 - In consideration of City granting a valet encroachment permit, to the full extent permitted by law, throughout the term of this permit, Permittee, and all other persons using, acting, working or claiming through this permit shall jointly and severally pay, indemnify, defend and hold harmless City, its officers, agents and employees from and against any and all claims, suits, damages, loss, expenses, penalties, fines or other matters (together with all attorney fees, court costs, and the cost of appellate proceedings), arising out of or in connection with this permit, including without limitation, claims, liability, harm or damages caused in part by City or anyone for whose mistakes, errors, omissions or negligence Permittee or City may be liable. Permittee agrees that it shall have no recourse whatsoever against the City, its officers, agents, boards and commissions, agents or employees for any loss, costs, expenses, or damages arising out of any provision or requirement of the City because of the enforcement of any provision or requirement of the City because of the enforcement of the permit requirements or because of defects in any of the relevant Chapters of the City Code, or this permit as a result of any damage that may result from the City's exercise of its authority under this permit or applicable provisions of law.

- Proof of Garage keeper's liability with a limit of not less than fifty thousand dollars (\$50,000.00) for automobile physical damage, or an endorsement to the permittee's commercial general liability policy for automobile physical damage.



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Valet Parking Indemnity Agreement

In consideration of City granting a valet encroachment permit, to the full extent permitted by law, throughout the term of this permit, Permittee, and all other persons using, acting, working or claiming through this permit shall jointly and severally pay, indemnify, defend and hold harmless City, its officers, agents and employees from and against any and all claims, suits, damages, loss, expenses, penalties, fines or other matters (together with all attorney fees, court costs, and the cost of appellate proceedings), arising out of or in connection with this permit, including without limitation, claims, liability, harm or damages caused in part by City or anyone for whose mistakes, errors, omissions or negligence Permittee or City may be liable. Permittee agrees that it shall have no recourse whatsoever against the City, its officers, agents, boards and commissions, agents or employees for any loss, costs, expenses, or damages arising out of any provision or requirement of the City because of the enforcement of any provision or requirement of the City because of the enforcement of the permit requirements or because of defects in any of the relevant Chapters of the City Code, or this permit as a result of any damage that may result from the City's exercise of its authority under this permit or applicable provisions of law.

Permittee Name (please print)	Date	Permittee Signature
Company		