**LOW BARRIERS**

- A. Service Counter Height and Visibility
  - A portion specified by local codes of the counter must be between 28’’-34’’ above the floor.
- B. Path of Travel Clearance
  - All aisles to public zones must be at least 36’’ wide and remain unobstructed.
- C. Door Clearance
  - The pull side of doors must have a clearance specified by local codes.
- D. Door Hardware
  - All doors must be operable without action of pinching or grasping.

**MEDIUM BARRIERS**

- A. Step at Entrance
  - The entrance must be accessible for occupants in wheelchairs, with sloping and clearance requirements specified by local codes.
- B. Restroom Vanity Clearance
  - The sink must provide knee clearance specified by local codes.
- C. Undersized Path of Travel
  - All aisles to public zones must be at least 36’’ wide.
- D. No Accessible Seating
  - A portion specified by local codes of seating must be accessible.

**HIGH BARRIERS**

- A. Multiple Steps at Entrance
  - The entrance must be accessible for occupants in wheelchairs, with sloping and clearance requirements specified by local codes.
- B. Step in Dining/Customer Space
  - Public zones must be accessible for occupants in wheelchairs; see A.
- C. Undersized or Lack of Restroom
  - The correct number of accessible restrooms must be provided.
- D. Ramp Exceeds Maximum Slope
  - Businesses must be accessible for occupants in wheelchairs; see A.

**ADA COMPLIANCE**

- A. Compliant Entrance
  - The entrance is accessible by stairs and a compliant ramp.
- B. Path of Travel Clearance
  - All aisles to public zones, including seating, restrooms, and flood pick-ups are at least 36’’ wide and remain unobstructed.
- C. Compliant Counters
  - Service counter is between 28’’-34’’ above the floor.
- D. Compliant Restrooms
  - The accessible restroom has the required fixtures, dimensions and clearances.

**COMMON MISCONCEPTIONS**

I am exempt from compliance or "grandfathered".

The answer is NO! A place of public accommodation must remove barriers when it is "readily achievable" to do so. Although the facility may be "grandfathered" according to the local building code, the federal ADA does not have a provision to "grandfather" a facility. While a local building authority may not require any modifications to bring a building "up to code" until a renovation or major alteration is done, the federal ADA requires that a place of public accommodation remove barriers that are readily achievable even when no alterations or renovations are planned. As a business you have an ongoing obligation to bring your business into compliance.

I am exempt since my building has historic designation.

Neither State nor Federal laws exempt historical buildings from compliance, but there are specific guidelines. In San Francisco, any building over 50 years old is considered as a potentially significant historical resource. Accessibility improvements to the entrance or exterior of these buildings may require additional review by Historic Preservation staff and may lengthen the permitting process. Another common misconception is that "City staff will deny your application if the building is considered historic. This is extremely rare, though during the review process you will be required to find alternatives that respect historic designs and materials while also providing disabled access. Historically sensitive accessibility improvements may add cost to your project but are generally worth the investment over the long run.

Setting the lawsuit will relieve me of my responsibilities.

Business owners need to know that the ADA is now part of our society and that there is no limit to the number of times a business can be sued regarding accessible barriers. The best solution is to make the "readily achievable" physical changes and to understand that compliance is ongoing. If a business is sued over a physical barrier to accessibility, they can still be sued for that same barrier in the future if it still exists.

Tenant vs. Landlord (Owner).

The federal ADA law states that any property owner who leases, leases to, or operates a place of public accommodation shares the obligation to remove barriers. Tenants and property owners also share in the obligation, so often times a negotiation must take place to determine who pays what costs, or percentage of costs for access compliance and/or litigation defense. Effective January 1, 2013, San Francisco law requires property owners of a commercial space of 7,500 square feet or less to provide a "Disability Access Obligation Notice" before entering into or amending a lease. Effective July 1, 2013, State law requires a commercial property owner to state on a lease or rental agreement whether the property has undergone inspection by a certified access specialist (CAS). These laws were passed to help ensure businesses are informed of their on-going obligation and to aid in the prevention of lawsuits. There are also tax benefits that are available to each party involved in some cases to help pay for barrier removal.