



Basic Terms

Date:	
Permit/Contract Number:	
Permit Holder:	Legal Name
	Address of Business:
	Email:
	Telephone:
Permitted Area:	That portion of the municipal sidewalk <i>or</i> the municipal road allowance – approximately shown on Schedule “A” attached (the “ Permitted Area ”) depicting the exact boundaries (size, location and configuration) of the Permitted Area.
Licence Term:	Commencing (the “ Commencement Date ”) and expiring on November 20, 2020 (the “ Licence Term ”).
Monthly Fee:	NIL
Permitted Use:	For the sole purpose of outdoor seating in connection with the Permit Holder’s business at the above-noted premises, and for no other purpose (the “ Permitted Use ”).

Conditions of Use

The Corporation of the City of Peterborough (the “**City**”) is granting the Permit Holder a revocable licence to use the Permitted Area during the Licence Term. By signing this Permit, the Permit Holder agrees to comply with, and be bound by, the following terms and conditions:

1. **Licence Term** – The Permit Holder acknowledges that this Permit applies during the Licence Term only and is intended to be temporary in nature. The Permit Holder further acknowledges that the terms of this Permit, including, without limitation, all construction and design requirements associated with this Permit, are subject to change following expiry of the Licence Term.
2. **Permitted Use**
 - a) The Permit Holder may not permit the use of the Permitted Area except for the sole purpose of the Permitted Use and for no other purpose. If the Permitted Area is vacant or

unoccupied for a period of more than 15 consecutive days, the City may terminate this Permit immediately upon written notice to the Permit Holder.

- b) The Permit Holder will conduct its business in the Permitted Area in such a manner so as not to interfere with other businesses and residents.
 - c) The Permit Holder will, at its sole cost, obtain and comply with all approvals, permits, licences and standards required to enable the Permit Holder to operate the Permitted Use in the Permitted Area, including, without limitation, any approvals, permits, licences or standards required by the Alcohol and Gaming Commission of Ontario. This Permit may be provided by the Permit Holder to any authority as evidence of the City's consent to the patio on the terms and conditions specified in this Permit.
 - d) The Permit Holder must not conduct business in any area outside of the Permitted Area and must not encumber the sidewalk or road in any way, including, without limitation, by placement of sandwich board signs, planters, chairs, or any similar objects. The Permit Holder must not allow bicycles to be affixed to or leaned against any barrier or fence in the Permitted Area.
 - e) The Permit Holder must not permit patrons to queue on any portion of the municipal sidewalk or road outside the Permitted Area.
 - f) The Permit Holder will pay when due all taxes, rates, levies and assessments which may be levied or assessed against the Permit Holder as a result of the operation of its business in and from the Permitted Area.
3. **Condition of Permitted Area** – The Permit Holder accepts the Permitted Area in an “as is, where is” condition. The City has no responsibility to make any repairs, alterations, or any improvements whatsoever to the Permitted Area.
4. **Maintenance of Permitted Area** –
- a) The Permit Holder will install, at its expense, any barrier, fence and/or demarcation lines around the Permitted Area as may, from time to time, be required by the City and/or by any governmental or other authorities having jurisdiction thereover. The design and specifications for any such barrier, fence and/or demarcation lines will be determined solely by the City.
 - b) The Permit Holder will, at all times during the Licence Term, at its sole cost and expense, keep and maintain the Permitted Area in a clean and tidy manner, free of debris and refuse.
 - c) The Permit Holder must not alter the Permitted Area in any way without the City's prior written consent and will construct and maintain the Permitted Area in accordance with the City's directions, if any. Without limitation, the Permit Holder must not apply permanent markings on, stake, spike or dig into the concrete/pavement on the Permitted Area without the City's prior written consent.
 - d) The Permit Holder must have regard to accessibility needs of individuals and will implement such measures as are feasible to address such needs.

- e) The Permit Holder will, at its sole cost, immediately repair any damage to the Permitted Area caused or contributed to by the Permit Holder, its agents, employees, contractors and/or invitees.
5. **Removal** – On or before the end of the Licence Term, the Permit Holder will, at its sole cost, remove all furniture, fixtures, equipment, barriers, fences and demarcation lines from the Permitted Area, repair all damage, and leave the Permitted Area in as good a condition as it was in on the Commencement Date.
6. **Compliance with Laws** - The Permit Holder will do everything necessary to comply with all applicable laws, regulations, by-laws and with the advice, recommendations and instructions of public health officials with respect to the Permitted Area and the operation of the Permit Holder's business therein.
7. **Insurance** – Before taking possession of the Permitted Area, and throughout the Licence Term, the Permit Holder will (1) obtain the insurance coverage which a prudent licensee would maintain; and (2) without limiting the general nature of the previous requirement, provide to the City any evidence which the City requires confirming that the Permit Holder maintains at least the following insurance:
- a) public liability and property damage insurance including personal injury liability, blanket contractual liability, and employers liability, with respect to the Permitted Area and the Permit Holder's use of the Permitted Area, with coverage including the activities and operations conducted by the Permit Holder and those for whom the Permit Holder is in law responsible. These policies will (i) be written on a comprehensive basis with inclusive limits of at least \$2,000,000.00 for bodily injury for any one or more persons or damage to the property of others, in respect of each occurrence, and (ii) contain a severability of interests clause and cross-liability clause; and
- b) any other form of insurance and with whatever higher limits the City, acting reasonably, requires.
8. **Policy Requirements** – Each policy of insurance will (i) name, as additional insured, the City, as its interests may appear; (ii) contain a waiver of any subrogation rights which the Permit Holder's insurer may have against the City and those for whom it is responsible in law; and (iii) be non-contributing with, and will apply only as primary and not excess to any other insurance available to the City.
9. **Release** – All property kept in, on, or at the Permitted Area will be so kept at the risk of the Permit Holder. The Permit Holder releases the City from every claim which the Permit Holder might have or acquire in connection with its use and occupation of the Permitted Area, including without limitation, any claims arising from personal injury or damage, loss or theft of property regardless of how it arises or is caused.
10. **Indemnity** – The Permit Holder will indemnify and protect the City from all losses or claims in connection with loss of life, personal injury, damage to property or anything else arising from a default of any of the Permit Holder's obligations under this Permit, or from any occurrence in or relating to the Permitted Area, or from the occupancy or use by the Permit Holder of all or any part of the Permitted Area, or occasioned wholly or in part by an act or omission of the Permit Holder or those for whom the Permit Holder is legally responsible or by anyone permitted to be

on the Permitted Area by the Permit Holder. Notwithstanding the foregoing, the Permit Holder will not be required to indemnify and protect the City from losses or claims arising directly from the gross negligence of the City or of those for whom the City is legally responsible.

- 11. **Termination** – The City may terminate this Permit immediately upon written notice to the Permit Holder for breach of any provision of this Permit. Upon termination by the City hereunder, the Permit Holder agrees to vacate the Permitted Area immediately in accordance with this Permit and to leave the Permitted Area in as good a condition as it was in on the Commencement Date. Notwithstanding anything to the contrary contained in this Permit, the City may at any time, for any reason (or no reason) whatsoever, terminate this Permit upon no fewer than 15 days’ prior written notice to the Permit Holder.
- 12. **No Assignment** – This Permit is personal to the Permit Holder and cannot be transferred or assigned without the City’s prior written consent (which may be withheld in the City’s sole, absolute and subjective discretion).
- 13. **Licensor/Licensee** – Nothing contained in this Permit or as a result of any acts of the parties will be deemed to create any relationship between the parties other than that of licensor and licensee.
- 14. **Permit Prevails** – The Permit Holder acknowledges that this Permit supersedes all other leases, licence agreements or permits made by the parties prior to the date of this Permit.

Each of the undersigned who executes as the Permit Holder or on behalf of the Permit Holder has read and agrees to be bound by the terms and conditions of this Permit, and hereby represents and warrants that the said undersigned executes this Permit as the Permit Holder or, where executing on behalf of the Permit Holder, has sufficient power, authority and capacity to bind the Permit Holder with the undersigned’s signature.

Use the following signature block if the Permit Holder is a corporation

Corporate name of Permit Holder

(Permit Holder)

Per: _____
Authorized Signature

Per: _____
Authorized Signature

I/We have authority to bind the corporation.

Use the following signature block if the Permit Holder is an individual, as opposed to a corporation

Witness as to the signature of



Witness Signature

Permit Holder name

Name (Please print)

Address

Permit granted by The Corporation of the City of Peterborough

Per: _____
Sandra Clancy, Chief Administrative Officer
I have authority to bind the City pursuant to
By-law 20-041, section 8

Schedule "A"
Plan Showing Permitted Area

Insert or attach plan