

Temporary Outdoor Seating Area Permit Application

BUSINESS INFORMATION

Name of Business: _____

Business Address: _____

Address of Location for Temporary Outdoor Seating: _____

Business Mailing Address: _____

Contact Person: _____

Email: _____ Phone: _____

Name of Liability Insurance Provider: _____

Business has Liquor License: ___ YES ___ NO

TENTS OR OTHER TEMPORARY STRUCTURES

Will tents or other structures be used: ___ YES ___ NO

If yes, please fill out tent information below:

Size and location of Tent: _____

How is the tent being held in place: _____

Will the tent have electrical? ___ YES ___ NO If yes, what source: _____

Please Note – Tents with sides will require emergency lighting, exits, and exit signs. The flame spread certificate from the tent manufacturer must be attached.

ATTACH SITE PLAN & IMAGES (with dimensions) outlining the proposed outdoor seating area and showing the placement of furniture and other elements.

ATTACH DETAILED DESCRIPTION of Elements of Outdoor Seating Area (tables, chairs, planters, materials used)

ATTACH SAFETY PLAN that describes plans to manage conflicts with vehicular traffic, distancing of patrons, mask policy for employees, cleaning policy, and access to bathrooms.

ATTACH FLAME SPREAD CERTIFICATE if tents or other structures will be used.

Please label the attachments as **Exhibit A**.

I have read and understand the Village of Mundelein Temporary Outdoor Seating Policy including the applicable penalty and violations provisions.

Applicant Name: _____ Contact #: _____

Signature of Applicant: _____ Date: _____

Property Owner Name: _____ Contact #: _____

Signature of Property Owner: _____ Date: _____

Adjacent Property Owner Information (if encroaching):

Adjacent Property Owner Name: _____ Contact #: _____

Adjacent Property Owner Signature: _____ Date: _____

Date Approved by Village: _____

SUBMIT TO:

Customer Service
Village of Mundelein
300 Plaza Circle
Mundelein, IL 60060
Phone: (847) 949-3200
Fax: (847) 949-0143
Email: info@mundelein.org

**INDEMNITY/HOLD HARMLESS AGREEMENT
USE OF VILLAGE RIGHT OF WAY OR VILLAGE PROPERTY FOR TEMPORARY OUTDOOR SEATING**

This indemnity/hold harmless agreement is dated _____ day of _____, _____, and is between _____ (“Indemnitor”), a corporation or other business entity created under the laws of the State of _____, authorized to conduct business in the State of Illinois and the Village of Mundelein, Illinois, a home-rule municipality under the laws of the State of Illinois.

WHEREAS, Indemnitor has requested permission to use a public sidewalk, public way, or Village owned property adjacent to Indemnitor’s property at _____, for the purpose of Temporary outdoor seating in accordance with Indemnitor’s plans and specifications and as depicted in **Exhibit “A”** attached hereto and incorporated herein by reference (“Outdoor Seating Area”).

NOW, THEREFORE, in consideration of receipt of permission from the Village to use the Outdoor Seating Area in accordance with Indemnitor’s plans, Indemnitor agrees that it will defend, hold harmless, and indemnify the Village, its officials, agents, representatives and employees from against, or for all losses, claims, suits, damages, actions, costs, and expenses (including, but not limited to, court costs, attorney’s fees and expert witness fees), judgements, subrogations, or other damages (collectively “Claims”) resulting from any injury to a person or persons or to property, arising out of Indemnitor’s use of the Outdoor Seating Area, for which Indemnitor, in whole or in part, or anyone for whose acts Indemnitor may be liable, is liable.

Indemnitor further agrees to purchase commercial general liability insurance in conformance with the requirements of the Village’s Temporary Outdoor Seating Standards, as may be amended from time to time, and maintain such insurance coverage for the duration of the use of the Temporary Outdoor Seating Area. The Village shall be named as an additional insured on the policy.

This Agreement shall not be assigned without the written approval of both the Indemnitor and Village.

INDEMNITOR:

By: _____

Its: _____

Date: _____

STATE OF ILLINOIS)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, in and for said County and State, this _____ day of _____, 20____, personally appeared _____, as the _____ of _____ who has stated that they are authorized to execute said document and have acknowledged the execution of the foregoing instrument to be his free and voluntary act for and on behalf of the Indemnitor.

Notary Public

Printed: _____

County of Residence: _____

My Commission Expires: _____