



Outdoor Tables and Seating License Application and Agreement

Date Submitted: _____

Due: _____

Section 1: License Application

Name & Address of Premises: _____

Name of Licensee: _____

Licensee Address: _____

Licensee E-Mail Address: _____

Phone: _____

Fax: _____

City Occupational License Number: _____

Organization Type: ☐ Sole Proprietorship

☐ Partnership/LLC

☐ Corporation

☐ Other

Name of Property Owner: _____

Property Owner Address: _____

E-Mail Address: _____ Phone: _____ Fax: _____

City Occupational License Number: _____

Organization Type: ☐ Sole Proprietorship

☐ Partnership/LLC

☐ Corporation

☐ Other

Name and Contact Information for Person Responsible for Compliance: _____

Number of Two-Top Tables: _____

Number of Four-Top Tables or Larger: _____

Please include the following with this application:

- 1.) Diagram drawn to scale depicting number, type, and dimensions of tables and seating. Diagram must show width of sidewalk, including the distance from building and street curb. Diagram should also include utility poles, signs, meters, or any other objects that could obstruct the necessary four feet of passable space.*
- 2.) Photos or other depiction of the exact type of outdoor tables and seating to be used.*
- 3.) Certificate of Liability Insurance naming the City of Dayton as an additional insured entity.

***Items 1, 2, and 3 are required only for first-time Licensees or if any changes have occurred from a previously granted License.**

Section 2: License Agreement

The Licensee hereby agrees to the following Terms and Conditions for any license granted by the City of Dayton:

1. The term of the License shall begin on the approval date written on the License and shall expire one year after the approval date of the license year ("License Period") and this License is revocable by the City in its sole discretion.
2. The Licensee shall comply will all applicable federal, state, and City statutes and regulations, including the City of Dayton Code of Ordinances.
3. The Licensee hereby releases, indemnifies, and holds the City of Dayton harmless from liability for personal injury and/or property damage resulting from the use of tables and seating;
4. The Licensee shall provide adequate outdoor trash receptacles for the tables and seating and shall empty these receptacles at reasonable time intervals to ensure that the receptacles do not overflow with trash and debris onto the public right-of-way;
5. The Licensee shall clean the right-of-way on which tables and seating are placed, including sidewalks and abutting curbs and gutters, of all litter and debris each night after outdoor service is finished;
6. The Licensee shall permit outdoor service only until 11:00 p.m. every night.
7. All outdoor music, whether live or amplified by outdoor speakers, must cease at 10 p.m. Approved special events and festivals are excepted from this provision.
8. The Licensee is the owner of the property abutting the sidewalk or has attached certification of ownership from the Licensee's landlord.
9. The Licensee, at its sole expense, shall maintain comprehensive general liability insurance, protecting against all claims for personal injury, death, or property damage occurring upon, in, or about the licensed premises resulting from the use of occupancy thereof, with a minimum of \$50,000 in coverage and limits acceptable to the City for the entire term of the License Agreement and any extension thereof. The City must be named in this policy as an Additional Insured entity. The Licensee shall include copies of all policies of insurance with evidence of the payment of the premiums thereon with his, her, or its application. Licensee shall deliver to the City at least ten days prior to the expiration of such policy, evidence that it has been renewed. All policies of insurance carried hereunder shall provide that they cannot be cancelled without giving at least ten days prior written notice to the City and shall be written by insurance companies licensed by the Commonwealth of Kentucky and reasonably satisfactory to the City. Any insurance carried by a Licensee on his, her, or its own property or for his, her, or its own benefit in connection with this ordinance shall contain a clause waiving any claim by the insurance company for subrogation against the City.

10. The Licensee shall ensure that no part of the right-of-way, sidewalk or curb is damaged by his, her or its outdoor seating, including prevention of stains on sidewalks and curbs caused by the seating. The Licensee shall refrain from using any harsh or damaging chemicals to clean any stamped concrete sidewalks or surfaces upon which tables or seating is placed. The Licensee further agrees that any damage caused to a City right-of-way, sidewalk or curb by the Licensee's seating will be repaired or repair costs reimbursed by the Licensee.
11. The City shall retain during the License Period, for itself and the public, a four-foot easement through the Licensed Premises ("pedestrian way"). The Licensee shall keep the pedestrian way clear at all times. Tables and seating shall not be allowed in this pedestrian easement. Service and consumption of the Licensee's food and drink shall be allowed only to those who are seated in the Licensed Premises. All seating must accompany tables. Tables and chairs may be moved together to allow patrons to sit together so long as the pedestrian way is maintained. This requirement shall be strictly enforced.
12. No alcoholic beverages shall be served or consumed on the public sidewalk, unless the portion of the public sidewalk where the permitted tables and seating are located is included in the "licensed premises" for a licensed liquor by the drink restaurant, tavern, or dining facility as approved by the City Alcoholic Beverage Control Administrator and the state Department of Alcoholic Beverage Control or otherwise allowed by law and the license holder enters into a license agreement with the City to use this outdoor space.
13. The Licensee shall maintain the licensed premises in orderly fashion, including requiring that all persons within the licensed premises behave in an orderly fashion and not generate excessive noise. This requirement shall be strictly enforced.
14. The Licensee – and the Property Owner, if different from the Licensee, shall remain in good standing on all City accounts during the License Period. The City will not issue a License if the Licensee or Property owner owes and past due City taxes or fees or has any outstanding any property maintenance code violations or other City Code violations.
15. Any license issued by the City to allow for placement of tables and seating on the public sidewalks shall not be assigned or transferred to third party without the prior written consent of the City Administrator.
16. A license is subject to revocation pursuant to the provisions of City of Dayton, Ky., Ordinance 2022#-12.

HEREBY SEEN AND AGREED:

Person Authorized to Sign on Behalf of Applicant

Date

Print Name: _____

Title: _____

