



APPLICATION FOR A TEMPORARY OUTDOOR PATIO EXTENSION (March 31 to November 7 of current year)

MUNICIPAL PROPERTY PRIVATE PROPERTY

APPLICANT INFORMATION

NAME: _____

ADDRESS: _____

PHONE #: _____ EMAIL: _____

BUSINESS INFORMATION

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

PATIO LOCATION: _____

PATIO LICENSED FOR THE CONSUMPTION OF ALCOHOL? YES NO

REQUIREMENTS

SITE PLAN DRAWING, ACCURATE AND TO SCALE, DETAILING:

EXISTING AND PROPOSED CONDITIONS, which the Applicant proposes to place, construct, install, maintain & use an Outdoor Patio, including, but not limited to, existing buildings, parking spaces, driving aisles, sidewalks, accessibility ramps, fire hydrants, bike racks, benches, planters, garbage and recycling receptacles. Photographs and illustrations should accompany your Site Plan.

BBQ AND OTHER COOKING DEVICES ARE NOT PERMITTED ON TEMPORARY OUTDOOR PATIO EXTENSIONS ON MUNICIPAL PROPERTY

FLOOR PLAN indicating washroom facilities and location and number of water closets.

REQUIRED ACCESSIBLE WALKWAY 1.5 Meter Accessible Pedestrian Walkway between Outdoor Patio and Roadway. **WALKWAY WIDTH: _____ METRES**

PROPOSED FENCING Location, Description & Illustration, including Type, Design, Height, Materials, and Colour. **FENCING IS REQUIRED FOR ALL PATIO EXTENSIONS**

SEATING PLAN & FURNISHINGS LAYOUT Description & Illustration, including Number and Type (including but not limited to tables, chairs, signage, awnings, umbrellas and platforms, lighting, decorative accessories, plant materials and containers). **ALL FURNISHINGS TO BE MAINTAINED WITHIN FENCING.**

PATIO HEATERS Location, Description & Illustration, Technical Specifications.

LEGIBLE COPIES OF THE FOLLOWING:

WRITTEN CONSENT OF BUILDING OWNER (IF TENANT)

HEALTH UNIT APPROVAL

ALCOHOL LICENCE (IF APPLICABLE)

\$2 MILLION LIABILITY INSURANCE (FOR PATIOS ON MUNICIPAL PROPERTY)

SIGNED INDEMNITY AGREEMENT (FOR PATIOS ON MUNICIPAL PROPERTY)

PROVISIONS

- The Outdoor Patio must be used in conjunction with and as part of an eating establishment located on private lands adjoining the sidewalk Operating
- Season: **March 31 to November 7 of current year**
- Operating Requirements:
 - Adherence to current Municipal, Provincial, Federal and Local Health Department Requirements and Restrictions regarding Opening and Closing Times and the times alcohol may be served or sold.
- Removal of all objects within and forming part of the Outdoor Patio and Restoration of the sidewalk (if applicable) on or before **November 7 of current year**

COMPLIANCE

- Applicant is responsible for ensuring there is no deviation from approved plans. Any changes especially additional tables, seating, and signage, require additional approvals.
- Applicant is responsible, at their sole expense, to maintain the Outdoor Patio Extension in a safe, clean, and neat manner at all times.
- Applicant is responsible for ensuring nothing encumbers or interferes with pedestrian flow along or adjacent to the sidewalk or highway, including, but not limited to, **REMOVAL OF SNOW AND ICE.**
- Applicant is responsible for adhering to all Provincial, Federal and Health Department Regulations & Restrictions
- Applicant is responsible for ensuring their posted **indoor capacity**, as approved by the Municipality's Building & Fire Departments, **is not exceeded** at any and all times, including, but not limited to, cases of inclement weather.

ACKNOWLEDGEMENT OF ACCOMPANYING DOCUMENTATION

Applicant acknowledges that they have read and understood the following Documents that become part of the Outdoor Patio Extension Application.

- Town of Amherstburg's Temporary Patio By-law 2024-026
- TSSA Patio Heater Safety Guidelines

DECLARATION

I am the applicant herein and am aware that certain information must be obtained in order to process this application. I acknowledge that the foregoing information may contain "personal information" as defined under the Municipal Freedom of Information and Protection Privacy Act, 1990, and that such information is required pursuant to the provisions of the Municipal Act and will be utilized by the Town for the administration of this Temporary Outdoor Patio Permit. I also acknowledge that this Application will be made public if it is sent to the Municipal Clerk for placement on Council's Agenda.

I certify the above information to be correct in all respects. I hereby agree to comply with all of the provisions and requirements of all applicable By-laws.

I certify that the proposed use of this Proposed Outdoor Patio would not be contrary to any other By-law of this Municipality, or Provincial or Federal Statute or Regulation.

Date

Signature of Applicant

*Personal Information on this form is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990 c. M56, as amended, Inquiries about the collection of personal information should be directed to the Municipal Clerk.



THE CORPORATION OF THE TOWN OF AMHERSTBURG
INDEMNITY AGREEMENT FOR OUTDOOR PATIO LICENCING

Agreement made this _____ day of _____, 20 _____,

Between

**The Corporation of the Town of Amherstburg, 271 Sandwich St. S, Amherstburg ON
N9V 2A5, here referred to as the 'INDEMNITEE',**

And

(Applicant)

(Applicant's Address),

here referred to as the '**INDEMNITOR**'.

The parties agree as follows:

SECTION ONE – LIABILITY, LOSS OR DAMAGE

Indemnitor undertakes to indemnify Indemnitee from any and all liability, loss, or damage Indemnitee may suffer as a result of claims, demands, costs, or judgements against Indemnitee arising from the operation of TEMPORARY OUTDOOR PATIO within the Town of Amherstburg.

SECTION TWO – DURATION

Indemnity under this Agreement shall commence on the Permit Issue Date and shall continue in full force until the annual Outdoor Permit Expiry Date of **November 7th of current year**.

SECTION THREE – REQUIREMENT OF NOTICE TO INDEMNITOR

Indemnitee agrees to notify Indemnitor in writing, within seven (7) days, by registered or certified mail, at Indemnitor's address as stated in this Agreement, of any claim made against Indemnitee on the obligations indemnified against.

IN WITNESS WHEREOF, the parties have executed this Agreement at Amherstburg, ON

this _____ day of _____, 20 _____.

Signature of Indemnitor (Town of Amherstburg)

Indemnitor (Print Name)

Signature of Indemnitee (Applicant)

Indemnitee (Print Name)

Signature of Witness

Witness (Print Name)

FOR OFFICE USE ONLY

RESTAURANT/BAR NAME: _____

MUNICIPAL PROPERTY

PRIVATE PROPERTY

Received by: _____

Date Received: _____

Notes:

Required Approvals (Attach Comments)

- PUBLIC WORKS DEPARTMENT
- FIRE DEPARTMENT
- PLANNING DEPARTMENT
- BUILDING DEPARTMENT
- LICENSING & ENFORCEMENT DEPARTMENT
- RISK MANAGER /CLERK
-

Required Inspections (Attach Comments)

- PATIO HEATER INSPECTION (if applicable)
- PROPOSED SITE PLAN INSPECTION (include measurements and photographs)

Date conducted: _____ Inspector: _____

Permit Issue Date: _____

Assigned Permit #:

Authorizing Signature: _____

PERMIT IS VALID FROM MARCH 31 THROUGH TO NOVEMBER 7 OF CURRENT YEAR