

TEMPORARY OUTDOOR PATIO SPACE ON PUBLIC PROPERTY APPLICANT DECLARATION

Applicant Information	Applicant:									
	Address:									
	Town/City:				Province:			Postal Code:		
	☎ P:				✉ E:					

Landowner Information	Landowner:									
	Address:	<i>If Different Than Above</i>								
	Town/City:				Province:			Postal Code:		
	☎ P:				✉ E:					
		<input type="checkbox"/> Consent Form Attached (if applicable)								

Property Information	Civic Address:											
	Legal Description:	Plan				Block				Lot		
	Part of:	¼	Sec				Twp			Rge		
	Land Use District:											

1. CONDUCT OF ACTIVITIES

- 1.1 The Applicant shall operate the temporary outdoor patio and ensure that all activities carried out under this Agreement are carried out:
- a. In accordance with all applicable Town, Provincial and Federal laws, regulations, orders, bylaws and enactments, and the terms of all required permits and approvals, including those relating to physical distancing;
 - b. In such a manner that the site of the Applicant’s activities are kept neat, clean and safe: and
 - c. In accordance with the Temporary Outdoor Patio Space on Public Property Guidelines prescribed by the Town.

2. USE OF PUBLIC PROPERTY

- 2.1 If the Applicant uses Public Property (“Public”), such as sidewalks and/or parking spaces on Public roads for the purposes of the Temporary Outdoor Patio Program (“Program”), the following terms and conditions shall apply to such use:
- a. The Applicant shall not modify the Public Property or any improvements thereon (including any landscaping) or affix anything to the Public Property except with the prior written authorization of the Town, which shall be in the Town’s sole discretion; and

b. The Applicant shall not erect any permanent fixtures.

2.2 The Applicant's authorization to use Public Property is temporary in nature. No ongoing right to use Public Property outside of the Program is granted or implied by this Agreement.

3. TERM AND TERMINATION

3.1 The Program shall continue from now to October 31, 2021 unless terminated earlier as described herein or extended by the Town in the Town's sole discretion. This Agreement shall remain in effect until the expiry or termination of the Program, unless terminated earlier hereunder.

3.2 The Town may terminate the Program at any time on twenty-four (24) hours' notice to the Applicant, or immediately if:

a. The Program is found to be contrary to any applicable Town, Provincial or Federal laws, or regulations, orders, bylaws, or enactments, including those relating to physical distancing.

3.3 The Town may terminate this Agreement at any time on twenty-four (24) hours' notice to the Applicant, or immediately if:

a. The Applicant is found to have breached any term of the Temporary Outdoor Patio Program Guidelines or Alberta Health Services COVID-19 Restrictions, including these Terms and Conditions and any other document referenced therein.

3.4 The Applicant may terminate this Agreement at any time on notice to the Town.

3.5 Within twenty-four (24) hours after the expiry or termination of the Program or this Agreement, the Applicant shall restore any Public Property used by the Applicant as part of this Pilot Project to its prior condition, subject only to reasonable wear and tear.

4. LIABILITY, RISK AND INSURANCE

4.1. The Applicant's participation in the Program and the operations of the temporary outdoor patio shall be at the Applicant's sole risk and expense.

4.2. The Applicant shall indemnify and hold harmless the Town and the Town's officials, managers, employees, contractors and insurers from and against any claim, demand, action, cause of action, costs or damages resulting from the participation in the Program, the operation of any outdoor patio space, or any negligence, wilful misconduct or breach of this Agreement by the Applicant or the Applicant's officials, officers, directors, managers, employees, contractors, invitees, guests, or any other person for whom the Applicant is responsible at law.

4.3. The Applicant shall obtain and at all times maintain general liability insurance, at the Applicant's sole expense, which shall name the Town as an additional insured and shall include an undertaking by the insurer to notify the Town at least thirty (30) days prior to cancellation of the policy; and Property insurance for the full value of the Applicant's equipment, stock, and other property on or being used in respect of the Applicant's activities on the Public Property.

4.4. The Applicant shall be responsible for all deductibles and premiums associated with all insurance required to be carried pursuant to this Agreement.

4.5. The Applicant's obligation to obtain insurance shall in no way limit or restrict the Applicant's obligations hereunder to indemnify and hold harmless the Town.

5.0 GENERAL

- 5.1 The headings in this Agreement are for convenience only and shall not affect their interpretation. Where the singular or masculine form of a term is used in this Agreement, it includes the plural, feminine or neutral, and vice versa.
- 5.2 Any notices to be issued to the Applicant under this Agreement may be issued by delivering such notices or emailing such notices to the email address provided in this Agreement. Notices delivered to the property or posted at the property shall be deemed received at the time of delivery or posting, and notices sent by email shall be deemed received the next business day.
- 5.3 Any notices to be issued to the Town under this Agreement may be issued by sending such notices to the Town by email to development@hinton.ca Notices sent by email shall be deemed received the next business day.
- 5.4 The indemnities and other provisions in this Agreement which by their nature are intended to survive the termination or expiry this Agreement or the Program shall survive such termination or expiry.
- 5.5 The Applicant's rights under this Declaration are non-transferable.
- 5.6 The Applicant must obtain all permissions, authorizations and approvals necessary from any government or regulatory entities and the owner of any property to be used by the Applicant as part of the Program (excluding Public Property, the use of which is governed herein).

By Signing this Declaration Form, I confirm that I have reviewed the Temporary Outdoor Patio Space on Public Property Guidelines and that I have the authority to bind the Applicant.

Applicant Authorization	_____	_____
	Signature of Applicant	Date

This personal information is being collected under the authority of the Municipal Government Act, RSA 2000, Chapter M-26, and will be used for administering the affairs of the Town of Hinton and for the provision of services. This information is protected by the privacy provisions of the Freedom of Information and Protection of Privacy (FOIP) Act, RSA 2000, Chapter F-25. If you have any questions about the collection of this information, please contact the Town of Hinton FOIP Coordinator at 780-740-8059.