



VILLAGE OF GLEN ELLYN

Wind Enclosure on Public Right-of-Way License Agreement Application

WIND ENCLOSURE LICENSE AGREEMENT APPLICATION

Please complete and return this form to the Community Development Department, 535 Duane Street,
Glen Ellyn, IL 60137. If you have questions, please call 630-547-5250.

Date Filed: _____ Building Permit No. _____

Business Name (Licensee): _____

Address of Property: _____

Name of Applicant: _____

Address of Applicant: _____

Phone No. (Business): _____ (Home) _____

Mobile No.: _____ Business Fax No.: _____

E-mail Address of Applicant: _____

Name of Property Owner: _____

Address of Property Owner: _____

Phone No. (Business): _____ (Home) _____

Mobile No.: _____ Business Fax No.: _____

E-Mail Address of Property Owner: _____

Applicant Signature: _____ **Date:** _____

I give permission for the Wind Enclosure to be placed on my property.

Property Owner Signature: _____ **Date:** _____

REVIEW PROCESS

All applications will be reviewed by Community Development staff upon receipt. Staff attempts to review and process all applications within 2-4 weeks of submission. Once the application is determined to be complete, this request will be approved or denied by the Village Board at the next available meeting. This license agreement is valid from date of approval through March 31st of the following year.

I. PROJECT SUBMITTALS LIST

The following items need to be submitted for a license agreement request for a wind enclosure in the public right-of-way:

1. An application fee in the amount of \$50.
2. A completed Wind Enclosure Application form.
3. The first year a wind enclosure is to be installed, approval of a building permit will be required prior to installation. If the same enclosure is used in subsequent years, a building permit will not be required.
4. A dimensioned site plan indicating the location and dimensions of the wind enclosure. The plan should also indicate the width of the sidewalk that would be maintained free from any obstructions. Please note that a minimum of 5 feet clearance must be maintained from any obstruction.
5. Cut sheet of the structure including method of attachment. This wind enclosure must be handicapped accessible and ADA Compliant.
6. A signed original of the attached License Agreement. The License Agreement shall not be modified in any way.
7. A Certificate of Liability Insurance in the amount of \$2,000,000 each occurrence with the Village of Glen Ellyn named as an "Additional Insured."
8. If the wind enclosure is to be located all or partially on private property, proof of ownership for the property and a letter signed by the property owner of record must be provided approving the proposed application and use of the property.

WIND ENCLOSURE LICENSE AGREEMENT

This Agreement, made and entered into as of this _____ day of _____, 20____, effective the _____ day of _____, 20____, by and between the Village of Glen Ellyn (“Licensor”) and _____, (“Licensee”) pertaining to the property located at _____, Glen Ellyn, Illinois 60137.

1. **Purpose - Wind Enclosure in the Public Right-of-Way:** Licensor hereby grants to Licensee, and Licensee hereby accepts, a license to install, maintain and operate for the term hereof, a temporary outdoor wind enclosure to be located on the sidewalk and the right-of-way in front of _____ in accordance with the standards contained below and with the following terms, covenants, and conditions.
2. **Terms - Wind Enclosure in the Public Right-of-Way:** This Agreement relating to a wind enclosure in the public right-of-way shall be in effect from _____ through the March 31, 20____. Licensee may terminate this Agreement immediately by providing written notice to Licensor. Licensor may terminate this Agreement at any time during the term of this Agreement by notifying Licensee of this intention at least 7 days prior to the termination date.
3. **Rent and License Fee:** For the purposes of this license, no rent will be paid by Licensee to Licensor. A fee of \$50.00 has been paid by Licensee to Licensor for the issuance of this License Agreement.
4. **Permits and Licenses:** Licensee, at its sole effort and expense, shall conform to the Village Code, DuPage County Health Department regulations, Illinois Accessibility Code and any other applicable codes and ordinances. The first year a wind enclosure is to be installed, approval of a building permit will be required prior to installation. If the same enclosure is used in subsequent years, a building permit will not be required.
5. **Installation of Wind Enclosure:** Licensee is permitted to locate on the sidewalk portion of the right-of-way immediately in front of the property a wind enclosure as depicted on the site plan and detail drawings submitted by Licensee. The enclosure shall be maintained in good condition with no holes or tears and free of dirt and mud. The enclosure shall contain no advertising or signage of any kind. Licensee may locate a street address number for the building on the exterior of the wind enclosure.
6. **Maintenance:** Licensee shall agree to maintain the licensed area and the nearby sidewalk in a clean, healthy, and attractive condition. If Licensee ceases to so maintain the licensed area and the nearby sidewalk, Licensor may require Licensee to pay for additional cleanup costs. The licensee shall be responsible to the Village for any damage occurring to the public sidewalk or public improvements where such damage arises from or occurs because of the presence and/or operation of structures permitted by this license agreement. The Village may repair or replace such improvement in its discretion and shall charge the cost of such repair or replacement to the permit holder.
7. **Expiration or Termination:** Upon the expiration or the termination of this License, Licensee shall remove the wind enclosure from the licensed area.

8. **Termination:** If Licensee fails in any respect to perform any agreements, covenants, or obligation in this License, then and in such event, Licensors, after providing at least 7 days written notice to Licensee, may terminate this License Agreement or may cure such failure or default, on behalf of and at the expense of Licensee.

9. **Notice:** Notice hereunder shall be in writing and effected either by personal delivery or by depositing the same in an official U.S. mail receptacle as certified mail, return receipt requested, postage paid, addressed to:

10. If to Licensors:

Village Manager
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137

If to Licensee:

To the above-listed applicant and business address

or to such other address as either party may from time to time designate. Any notice given under this Agreement shall be in writing and deemed received when personally delivered or, if mailed, three days after placing same in an official U.S. mail receptacle.

11. **Assignment:** Licensee may not assign or transfer this License without prior written consent of Licensors. Any attempted assignment or transfer in violation of this paragraph shall be void and confer no rights upon any third person.

12. **Defend and Hold Harmless:** Licensee shall be required to hold harmless Licensors, its officers, employees and independent contractors from any claim or demand or damage to property or injury including death to persons which arise out of in any way the exercise by Licensee of its rights under this License. Licensee shall be required to pay for the cost of defense and hold harmless Licensors, its officers, employees, and independent contractors against any judgment and to pay any settlement arising out of such claim or demand, including but not limited to, the full costs of the defense of Licensors, its employees, officers and independent contractors through the employment of experts approved by the parties defended, provided, however, that such approval shall not be unreasonably withheld.

13. **Liability Insurance:** Licensee shall purchase and maintain comprehensive general liability insurance of \$2 million each occurrence, providing occurrence coverage for Licensee from claims for damages because of bodily injury, death of any person, or property damage resulting from the use of the public right-of-way. Licensors shall be named, by endorsement, as an additional insured on the policy. The policy of insurance and certificates thereof shall contain provision or endorsement that the coverage reported will not be canceled, materially changed, or renewal refused, until at least 30 days prior written notice shall be given by certified mail to the insured and Licensors. Licensee shall deliver a duplicate of the policy or certificate of insurance acceptable to Licensors prior to the execution of this Agreement by the Village Board.

14. **Miscellaneous:**

a. This Agreement constitutes the entire understanding of the parties and supersedes any prior written or oral negotiations or understandings.

b. It is the intention of the parties hereto that this License shall be construed and enforced in accordance with the laws of the State of Illinois.

c. If any provision of this License is held invalid or unenforceable, the remainder of this License shall not be affected thereby, and each other provision of this License shall be valid and enforceable to the fullest extent permitted by law.

d. Licensee shall pay any expenses incurred by Licensor in defending the validity of its right to enter into a License Agreement for the use of sidewalk premises by a private party.

DATED as of the date first set forth above.

LICENSOR:

Village Manager (or designee)

Village of Glen Ellyn

535 Duane Street

Glen Ellyn, Illinois 60137

LICENSEE:

Business Name: _____

Applicant Name: _____

Business Address: _____

Glen Ellyn, IL 60137

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____