



VILLAGE OF GLEN ELLYN

Outdoor Sidewalk Cafe Application to Allow Tables and Chairs in the Public Right-of-Way

LICENSE AGREEMENT APPLICATION

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

Date Filed: _____ Application No. _____

Business Name (Licensee): _____

Address of Property: _____

Property PIN No.: _____ Zoning District: _____

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. REVIEW PROCESS

All applications will be reviewed by Planning and 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 Manager. A license agreement is valid through December 31 of the year in which it is granted approval.

II. PROJECT SUBMITTALS LIST

The following items should be submitted for a license agreement request to allow tables and chairs in the public right-of-way:

1. An application fee in the amount of \$50.
2. A completed application form.
3. A dimensioned site plan indicating the number and location of the tables (including table measurements) and chairs, trash receptacles and landscape planters. 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 must be maintained.
4. A signed original of the attached License Agreement. The License Agreement shall not be modified in any way.
5. A Certificate of Liability Insurance in the amount of \$2,000,000 with the Village of Glen Ellyn named as an "Additional Insured."
6. If tables and chairs are 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.

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:** Licensor hereby grants to Licensee, and Licensee hereby accepts, a license to (a) install, maintain and operate for the term hereof, tables and chairs in compliance with the site plan approved by the Village and attached hereto as Exhibit “A”, including the agreed upon number and location of tables and chairs on the sidewalk and the right-of-way in front of the above listed address, the licensed area, (b) maintain a trash receptacle in accordance with the standards contained below, and (c) install and maintain landscape planters in accordance with the standards contained below and with the following terms, covenants and conditions.

2. **Terms:** This Agreement shall expire December 31, 20____ or the date the insurance required hereunder expires, whichever comes first. This Agreement may be renewed only through the action of the Village of Glen Ellyn. 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 and DuPage County Health Department regulations.

5. **Installation of Street Furniture:**
a. **Tables and Chairs:** Licensee is permitted to locate on the sidewalk portion of the right-of-way the number of tables and chairs specified in the site plan for this location. The table tops shall not exceed the diameter and size indicated on the site plan. Tables and chairs shall be located so that a five-foot wide passage is maintained along the sidewalk at all times. Use of the public right-of-way shall be conducted in a manner that does not interfere with pedestrian use of the sidewalk. All items placed on the sidewalk shall not obstruct ingress to and egress from the licensed business or any other business. Licensee shall allow restaurant patrons to dine on tables and chairs in the licensed area described above, but at no time shall cooking or food preparation be permitted on the public right-of-way. At a minimum, the public right-of-way shall be cleaned once daily. Umbrellas, approved for use as part of this license agreement, shall be removed from the public sidewalk at the end of each business day.

b. **Trash Receptacle:** Licensee shall maintain trash receptacle(s) located in proximity to the tables and chairs in a neat and orderly manner, and the Licensor shall ensure that a garbage hauling firm removes the trash from the receptacle on a regular schedule. However, **it shall be the responsibility of Licensee to empty the receptacle(s) more frequently, if necessary.** Licensee shall ensure the receptacle(s) are covered on the top at all times, except if lid removal is required during emptying. Licensor is the owner of the trash receptacle(s).

c. **Landscape Planters:** Licensee shall install and maintain a minimum of two (2) landscape planters, planted with flowering annuals and/or perennials, located in conformance with the site plan. The planters shall contain a minimum total of 432 square inches (3 square feet) of planted landscaping. The planters shall be a minimum of 10 inches in height, shall not exceed 30 inches in height and shall be constructed of metal, terra cotta, masonry, wood or similar materials; plastic planters shall be prohibited. The planters shall be placed up against building in a location that does not obstruct the public right-of-way and sidewalk. At all times, a minimum 5-foot wide pathway on the sidewalk shall remain free and clear of obstructions. Licensee shall replace dead landscape plants as needed to maintain the planters in a clean and neat manner and shall water plants on an as-needed basis during the entire period of time that table and chairs are located on the public sidewalk. Failure to maintain live plants as required by this agreement may result in licensor terminating this agreement with 7 days' written notice to licensee, and the tables and chairs shall be immediately removed from the public sidewalk.

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. Further, Licensor may, upon notice as set forth below, terminate this agreement and require the permanent removal of the tables and chairs from the licensed area in advance of the expiration date of this Agreement. No furniture or other structures shall be affixed or attached to the public sidewalk. 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 as a consequence of the presence and/or operation of structures, equipment or furniture 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. **Removal:** Upon the expiration or the termination of this License, Licensee shall remove the tables and chairs from the licensed area.

8. **Termination:** If Licensee fails in any respect to perform any agreements, covenants or obligations in this License, then and in such event, Licensor, 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:

If to Licensor:
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.

10. **Assignment:** Licensee may not assign or transfer this License without prior written consent of Licensor. Any attempted assignment or transfer in violation of this paragraph shall be void and confer no rights upon any third person. This license agreement shall not confer any property rights in the underlying Village right-of-way.

11. **Defend and Hold Harmless:** Licensee shall be required to hold harmless Licensor, 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 Licensor, 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 Licensor, 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.

12. **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. Licensor 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 Licensor. Licensee shall deliver a duplicate of the policy or certificate of insurance acceptable to Licensor prior to the execution of this Agreement by the Village Board.

13. **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
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137

LICENSEE:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____