

# APPLICATION FOR TEMPORARY OUTDOOR DINING

## Village of Libertyville

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Community Development Department  
 200 E. Cook Avenue  
 Libertyville, IL 60048  
 www.libertyville.com/planningforms

Name	Street Address, City, State, Zip	Contact Numbers
<i>Property Owner</i>		Phone:
		Fax:
		Email:
		Cell:
<i>Restaurant</i>		Phone:
		Fax:
		Email:
		Cell:
<i>Contact Name</i>		Phone:
		Fax:
		Email:
		Cell:
<i>Dates of Operation</i>		

### **Submittal Requirements**

The following items must be submitted along with this application.

1. **NARRATIVE:** A narrative description of the proposed outdoor dining area, including: location, how the area will be staffed, sanitization and cleaning plan, closure plan during non-operating hours, hours of operation, equipment to be placed in the area, signage and any other pertinent information.
2. **LOCATION PLAN:** A plan depicting the area to be used, noting public or private properties, identifying adjoining walkways/ buildings/parking spaces, and labelling placement of tables/service stations/fencing/etc..
3. **PERMISSION:** If applicable, written permission from the property owner using attached form. If in front of adjoining businesses, letter from business owner.
4. **INSURANCE:** A Certificate of Insurance with general liability requirements identified in the attached.

**PLEASE NOTE:** Sidewalks and pedestrian access must be maintained, tables and other equipment must be secured outside hours of operation, sound levels may not become a public nuisance, umbrellas must be removed or secured in wind, wait staff must wear masks, tables must be spaced to allow 6 ft social distancing between parties, parties are limited to 10 patrons, an area must be provided to allow waiting patrons to space 6 ft apart, restaurants must adhere to health department requirements.#

### **Applicant**

All information provided herein is true and correct and all provisions of the ordinances of the Village of Libertyville shall be complied with. I hereby certify that the proposed use is authorized by the owner of record and that I have been authorized by the owner to submit this application as his/her agent.		Received	
Print Name of Applicant	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant  <input type="checkbox"/> Other _____		
Signature of Applicant	Date		
<b>FOR OFFICE USE ONLY:</b>		Village Approval	Approval Date

*The Village of Libertyville reserves the right to request any additional information necessary for the review process*

**PROPERTY OWNER'S AUTHORIZATION**

DATE: \_\_\_\_\_

I, \_\_\_\_\_, Owner/Owner's Agent of the  
Property Owner/Owner's Agent  
property located at \_\_\_\_\_, do hereby  
Address/Location  
authorize \_\_\_\_\_ to conduct the requested Outdoor  
Applicant  
Dining activity, as outlined in the Applicant's Outdoor Dining application to the Village  
of Libertyville.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number



**VILLAGE OF LIBERTYVILLE  
INSURANCE REQUIREMENTS AND INDEMNIFICATION  
USE OF VILLAGE PROPERTY**

Requestor (entity requesting use of Village property) shall obtain insurance of the types and in the amounts listed below for the purposes of insuring the Village.

Commercial General and Umbrella Liability Insurance

Requestor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location or be a minimum of \$2,000,000.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, athletic participation, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Village shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26 and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Village.

A. Business Auto and Umbrella Liability Insurance

If applicable, Licensee shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence/accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01.

B. Workers' Compensation Insurance

If applicable, Licensee shall maintain workers' compensation with statutory limits and employer's liability insurance of not be less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

If the Village has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 or CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Licensee waives all rights against the Village and its officers, officials, employees, volunteers and agents for recovery of damages arising out of, or incident to, the Licensee's use of the premises.

C. General Insurance Provisions

1. Evidence of Insurance

Prior to using Village property or facilities, Requestor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Requestor's obligation to maintain such insurance.

The Village shall have the right, but not the obligation, of prohibiting from occupying the premises until such certificates and endorsements have been placed in complete compliance with these requirements is received and approved by the Village.

Failure to maintain the required insurance may result in termination of the approval for use of Village property or facilities.

Licensee shall provide certified copies of all insurance policies required above within 10 days of the Village's written request for said copies.

2. Acceptability of Insurers

For insurance companies that obtain a rating from A.M. Best, the rating should be no less than A-, VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A-, VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Licensee's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Licensee may be asked to eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Execution

The execution by a broker of any of the documents or endorsements required in this Section shall not be sufficient. All documents or endorsements required herein must be executed by a duly authorized representative of the insurer.

6. Additional Insured

Please include the following verbiage: Village of Libertyville, its officials, employees, agents and volunteers.