

## Winter Patio Declaration

I, the Applicant, hereby declare that the construction and use of the temporary patio or outdoor retail space, as the case may be (the "Application"), will comply with the Winter [Guidelines](#) for Temporary Patios Located on Public Property or the Winter [Guidelines](#) for Temporary Outdoor Retail Space Located on Public Property, as applicable, and the Provincial Regulations for COVID-19 including, but not limited to, those related to physical distancing. I understand that I am agreeing with the insurance, indemnification and release requirements as outlined in Appendix 1, and I will provide a Certificate of Insurance to the City of Edmonton within 5 days of being requested to do so. I acknowledge this Application and the permission granted thereunder is temporary in nature until no later than April 30, 2022, unless otherwise extended by the City, and may be terminated by the City with 24 hours' notice (unless emergency access is required for Applications in the road right of way, and/or operational safety concerns are identified in which case no notice is required). Any approval or permission by the City of Edmonton regarding the Application does not imply authorization of a permanent patio or retail space nor imply approval for matters under Provincial jurisdiction. Currently, there are no applicable City fees or charges for the Application accepting any fees associated with proposed structures in excess of the above-noted Guidelines. In the event of termination, I agree to remove all improvements related to this Application at my sole expense.

By signing this Declaration I confirm that I have authority to bind the Applicant.

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Applicant Name (Corporate Name)

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Name of Signatory, Title

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Signature

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Date

## Appendix 1

### INDEMNIFICATION AND RELEASE

1. The City will not be responsible in any way for any injury to any person or any loss or damage to any property however caused, belonging to the Applicant or to employees, agents, invitees or licensees of the Applicant while such person or property is in or about the area of road right of way permitted to be used under this Application. In no event shall the City be liable to the Applicant for any indirect or consequential damage however caused, including, without limiting the generality of the foregoing, whether or not they would otherwise be considered indirect or consequential loss.
2. The Applicant shall:
  - a. be liable to the City for, and
  - b. indemnify and save harmless the City, its servants, agents and employees from and against;

any and all losses, liabilities, claims, suits, actions, demands, expenses, damages and costs (and without limiting the generality of the foregoing, including solicitor and client costs) which may be brought or made against the City or which the City may pay or incur and which arise out of or in connection with:

- i. any of the rights or privileges granted to the Applicant pursuant to this Application;
- ii. any breach, violation or non-performance of any covenant, condition or guideline related to this Application to be fulfilled, kept, observed or performed by the Applicant;
- iii. any damage to any property or injury to a person or persons, including death resulting at any time therefrom, occasioned by the use of the road right of way by the Applicant, its servants, agents, employees or licensees;
- iv. any damage to any property or injury to a person or persons, including death resulting at any time therefrom, arising from the escape, discharge or release of any gaseous, liquid, or solid hazardous substances including, but not limited to, petroleum products and byproducts, industrial wastes, contaminants, pollutants, dangerous substances, and toxic substances, as defined in or pursuant to any law, ordinance, rule, regulation, bylaw or code, whether federal, provincial or municipal, occasioned by the use of the road right of way, by the Applicant, its servants, agents, employees or licensees;

excepting such losses, liabilities, claims, suits, actions, demands, expenses, damages and costs arising from the sole negligence of the City, its servants, agents or employees.

3. This Indemnification shall survive the termination of use of the road right of way.

## **INSURANCE**

1. Throughout the term of the Application, the Applicant shall maintain in full force and effect the following insurance coverage:
  - a. General Liability insurance in an amount not less than Two Million (\$2,000,000.00) Dollars per occurrence for personal injury and/or property damage. This policy shall be endorsed to provide coverage for Contractual Liability (including this Agreement) Products and Completed Operations, Tenant Legal Liability and Host Liquor Liability, if applicable. The City shall be added as an Additional Insured. The amount of insurance shall not limit the Licensee's obligations under the permissions granted; and
  - b. Property insurance for the full value of the Applicant's stock, equipment and improvements, as applicable.
2. The aforementioned insurance coverage shall be endorsed to provide the City with thirty (30) days prior written notice of cancellation or material change, and shall be in a form acceptable to the City's Director, Insurance & Claims Management or his/her designate. If requested, evidence of such policies shall be submitted to the City on the Certificate of Insurance form provided to the Applicant and will be duly completed by the Applicant's broker and/or insurer. The Applicant's broker shall promptly supply certified copies of such endorsements if requested by the City's Director, Insurance & Claims Management or his/her designate.
3. As an alternative to submitting the Certificate of Insurance, the Applicant or the Applicant's broker may provide full certified copies of the policies and such policies will be properly endorsed and acceptable to the City's Director, Insurance & Claims Management or his/her designate. Evidence of renewal of coverage, subject to the provisions hereunder, shall be provided to the City prior to expiry.
4. The Licensee shall be responsible for the payment of all deductibles and uninsured losses. The types and amounts of insurance shall not limit the Applicant's obligations under this Agreement.