

AGREEMENT FOR LICENSE
TO USE CERTAIN PORTIONS OF A PUBLIC WAY
(Adjacent to address, Urbana)
BUSINESS NAME

WHEREAS, BUSINESS NAME (hereinafter "Licensee"), desires to utilize a portion of the public right-of-way adjacent to address, Urbana, for movable outdoor furniture and space for the consumption of food and/or beverages.

NOW, THEREFORE, in consideration of the mutual benefits to the parties and the covenants hereinafter stated, the parties do agree as follows:

A. Grant of License. The City of Urbana, Illinois (hereinafter "City") hereby grants to the Licensee, subject to the terms hereinafter set forth, a license for the sole purpose of maintaining movable outdoor furniture and providing space for the consumption of food and/or beverages on the property at the address commonly known as address, Urbana including the adjacent public right-of-way to the extent shown on Exhibit A (attached), the licensed portion of public right-of-way hereinafter called "Property." Said license shall be in effect only during the hours of XX:00 A.M. to XX:00 A.M., daily at address, Urbana. The Public Works Director may limit or modify this license for those dates on which other approved activities may conflict with this use. Said license is given only to the Licensee as a personal privilege and not to any of its successors in interest and may not be transferred voluntarily or involuntarily. All license fees shall be due and payable upon the signing of this agreement.

B. Maintenance and Use.

(1) The Licensee, at its sole expense, shall properly supervise and maintain the Property in a clean, orderly and safe condition and in such a manner as to protect the public health and safety. The Licensee shall use positive action to assure that its use of the Property in no way interferes with sidewalk users or limits their free unobstructed passage. All tables, chairs, umbrellas, and any other objects provided with a Property shall be maintained with a clean and attractive appearance and shall be in good repair at all times.

(2) The Licensee shall, at all times hereunder, prevent the accumulation, blowing and scattering of trash, garbage, or any other such debris caused or permitted by Licensee's use of the Property or by any person's use of the Property during the time periods of said license. Licensee shall retrieve and properly dispose of any debris scattered on to adjacent property caused by any use of the Property under the license, and, additionally, shall maintain its own trash containers upon the Property for disposal of any debris.

(3) Licensee may not restrict ingress and egress to the Property during the time periods of such license except as needed as to comply with current liquor laws.

(4) Licensee shall be strictly responsible that no customer, employee, or other person, be permitted to remove alcoholic liquor from the area designated in the Property license.

(5) Licensee shall not erect, attach or affix any permanent barrier or fixture upon the Property without written approval by the City.

(6) Licensee shall remove or secure all outdoor furniture from the Property during any time period when the license for the Property is not in effect. No furniture or any parts of the Property shall be attached, chained or in any manner affixed to any tree, post, signs, sidewalk, streetlight, fire hydrant or other public fixture within or near the licensed area. Furnishings may be chained together to prevent theft or damage.

(7) Licensee shall not impede any maintenance activity conducted by the City or impair ingress or egress to the premise of any other person.

(8) Licensee shall not be permitted to use or operate any public address system, or similar device.

(9) Licensee shall be allowed to provide amplified or piped-in music within the permit area during the hours of operation, but no earlier than 11:00 a.m. and no later than 1:00 a.m., so long as such sound otherwise complies with the noise regulations in Chapter 16 of the City of Urbana's Code of Ordinances.

(10) No advertising shall be permitted on or in any Property except a sandwich board: a portable sign that advertises daily specials or sales for a business. Such sign shall not be located in the traveled roadway or block pedestrian traffic, and shall be moved indoors at the end of business hours. Such sign shall be permitted in the B-1, B-2, B-3U, B-4, B-4E, or MOR Zoning Districts, and shall not exceed eight square feet in area and four feet in height. If applicable, a scale drawing of the sign shall be included as Exhibit B (attached).

(11) Should the Licensee breach any section of this paragraph, the City may perform such cleaning or removal as it considers in its best interests and the Licensee shall reimburse the City for the cost thereof.

C. Indemnity. Notwithstanding any other provisions of this license and irrespective of any insurance carried by the Licensee for the benefit of the City, the Licensee agrees to protect and defend the City and any of its officers or employees from any and all claims, suits or actions of whatever nature, arising out of or in connection with the use or maintenance of the Property as herein defined and further with regard to any activity of the Licensee in connection with this license other than claims or actions based solely upon allegations of negligence of the City. Additionally, Licensee agrees to indemnify the City, including reasonable attorney fees, for any sums the City becomes obligated to pay as damages arising out of such circumstances except to the extent such damages are due to the negligence of the City, its employees or officers.

D. Insurance. The Licensee shall maintain, at its sole expense for the duration of the license term, public liability and property damage insurance which insurance shall name the City as an additional insured. The insurance shall be in at least the amounts as follows:

\$1,000,000.00 commercial type, combined single limit, for bodily injury or death and property damage with a \$1,000,000.00 aggregate.

Additionally, if the Licensee holds a liquor license in that area, the Licensee shall maintain, at its sole expense for the duration of the license term, liquor liability (dram shop) insurance which names the City of Urbana as an additional insured.

The Licensee shall file with the City Finance Department a current Certificate of Insurance evidencing such coverage at the inception of the license and annually thereafter upon renewal of the license agreement.

- E. Termination. In the event of cessation of business by the Licensee at *address*, Urbana for a period exceeding seven (7) consecutive days, the license granted hereunder shall automatically terminate at the end of such seven (7) days.

Additionally, the Public Works Director may revoke or suspend this license for the violation(s) of any article of this license agreement. In any event, the City through the Public Works Director, may alter, suspend, or revoke the license upon demand at any time that the Public Works Director in his/her judgment concludes that it would be necessary or convenient for the City to perform any work in that area of the public property or right of way, or to reclaim that area for pedestrian or other public use, or if the use of that area causes public disruption or if alcoholic liquor is removed from that designated area, or if the use of amplified music is abused, or if the permit is otherwise violated, or if the required fees are not properly and timely paid, or if required insurance is not maintained, or for any other reason in the public interest at any time, and its use discontinued, with no recourse against the City for any loss or damage by any such alteration, suspension, revocation, or termination.

If any such space is not vacated and such use not discontinued by the time specified, the City may remove from such space any property left thereon at the risk and expense of the Licensee. This license shall be construed as a privilege granted to Licensee and shall not create any vested rights to renewal or continuation. Additionally, the Licensee agrees that such use is temporary and the Licensee acquires no right, title or interest in the space permitted to be used. The required fee for the license, as set forth under Chapter 14 of the Urbana City Code shall be due and payable upon the signing of this agreement.

Unless revoked or terminated under the terms of this agreement, this license shall remain valid indefinitely if all required fees are properly and timely paid to the City.

F. Other Ordinances. The grant of this license shall not be construed to waive the application of any other ordinance or law to the use of the Property by the Licensee. No person shall possess any open container of, or consume alcoholic liquor on any public property including the Property granted a Licensee hereunder, without the possession of a valid City liquor license for the establishment named herein.

G. Notices. Notices shall be effective when mailed, certified mail, postage prepaid, to each of the parties as follows:

City

Licensee

Public Works Director
City of Urbana
706 S. Glover Avenue
Urbana, Illinois 61802

BUSINESS NAME.
address
Urbana, Illinois 61801

IN AGREEMENT, the parties do set their hands.

CITY OF URBANA

BUSINESS NAME.

BY: _____

BY: _____

ITS _____

Date: _____

Date: _____

SAMPLE