OUTDOOR DINING, SALES, SERVICE AREA APPLICATION (TEMPORARY)

Contact Information

Applicant Name: ___________________________ Address: ___________________________________
Telephone: ___________________ Email: _____________________________________________

24-Hour Contact: _____________________________________________________________

If outdoor area is on private property owned by someone else, then a letter of permission from the property owner must be submitted with the application.

Please indicate where the business is proposing to set up the outdoor area:

☐ Sidewalk Café ☐ Private parking area ☐ Municipal parking area

☐ Public Roadway (Circle One):
  North Robina at Twelve Mile
  South Griffith at Twelve Mile
  East Dorothea at Coolidge
  North Phillips at Twelve Mile
  South Thomas at Twelve Mile

Site plan shall be submitted with application showing the area to be used for outdoor area.

<table>
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<tr>
<th>Outdoor Area Location:</th>
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<tr>
<td>Dates and Hours when outdoor area is to be used:</td>
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<tr>
<td>Number of Employees or Volunteers:</td>
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<td>How will outdoor area be secured during off-hours?</td>
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<td>What type of business will use the outdoor area?</td>
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<td>What activities will be conducted in the outdoor area? Be specific.</td>
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<td>If you are selling food or drink, include a copy of your receipt from Oakland County Health Department.</td>
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</table>
Will there be any electricity outside the building (e.g., extension cords, heaters, lights?)
If yes, an electrical inspection by the City will be required after set up and before opening.

Your site plan should include:

- Area to be used for outdoor service, dining, sales, etc.
- Number of private or municipal parking spaces to be used (It is NOT acceptable to use barrier-free parking spaces)
- Protective barriers surrounding the outdoor areas.
- Pedestrian and vehicular traffic areas on site and means of ingress and egress from public roadway.
- Type of merchandise to be sold
- Lighting plan
- Separation distance of merchandise, table and chairs, or service areas to ensure required six (6) ft. separation distance.
- Parking area to service all patrons and to ensure safe means of moving around the site.

Your application package should include:

- Proof of Commercial Liability Coverage, naming the City of Berkley as additional insured, with no less than $1,000,000 per occurrence and/or combined single limit, personal injury, bodily injury, and property damage.
- Liquor Liability, $500,000 per occurrence and $500,000 aggregate (if applicable).
- Hold Harmless Agreement signed by an authorized representative
- Authorization of property owner to conduct outdoor sales, dining, service on the subject property.
- Methods of protection, PPE, that shall be used by employees, staff, volunteers during operation hours.
- Methods of ensuring personal protection requirements for business patrons
- Plans for keeping property and outdoor area free of trash, debris, waste, and refuse during the use of the outdoor areas and off-hours.

The Berkley City Council approved the temporary outdoor dining, sales, service areas for local businesses to recover and move forward from COVID-19. The temporary relief is in effect until December 31, 2022, unless otherwise approved by City Council to shorten or extend these relief measures.

An application will be denied or an outdoor area shall be shut down if it is determined that the application is incomplete, or if the required PPE is not provided to employees, staff, volunteers, or if the business operates beyond the acceptable scope of work related to this application.

The application and any required documentation are subject to change based on changing circumstances or proposed use of outdoor areas.

__________________________________________  ____________________________
Signature of Applicant                        Date

__________________________________________  ____________________________
Signature of Property Owner                   Date

Updated August 18, 2021
This Hold Harmless Agreement is between _________________________________________, (the Applicant) and the City of Berkley, Michigan, (City) for outdoor dining, retail, sales, service areas.

Applicant Name ____________________________________________________________________________________

Business Address __________________________________________________________________________________

Telephone __________________________________ Email ____________________________

Location of Outdoor Area to be Used:

☐ Sidewalk Café  ☐ Private parking area  ☐ Municipal parking area

☐ Public Roadway (Circle One):

North Robina at Twelve Mile  North Phillips at Twelve Mile

South Griffith at Twelve Mile  South Thomas at Twelve Mile

East Dorothea at Coolidge

The fullest extent permitted by law, the Applicant expressly agrees to indemnify and hold harmless the City of Berkley, its elected and appointed officials, its employees and volunteers and others working on behalf of the City, from and against all loss, cost, expense, damage, liability or claims (whether groundless or not) arising out of bodily injury, sickness or disease (including death resulting at any time there from) which may be sustained or claimed by any person or persons participating in the above outdoor activities.

This includes damage or destruction of any property (including loss of use) based on any act or omission (negligent or otherwise) of the Applicant or anyone acting on its behalf in connection with incidental to this agreement. The Applicant shall, at its own cost and expense, defend any such claim and any suit, action, or proceeding which may be commenced hereunder. In the event of any suit, action or proceeding, the Applicant shall pay:

- Any and all judgements which may be recovered
- Any and all expenses, including, but not limited to, costs, attorneys' fees and settlement expenses which may be incurred.

The Applicant shall not be responsible to the City on indemnity for damage caused by or resulting from the City’s sole negligence.

Authorized Representative __________________________________________ Title _____________________

(Please print)

Signature __________________________________________ Date _______________________

Updated August 18, 2021