

APPLICATION FOR OUTDOOR SIDEWALK CAFÉ DINING

OFFICE USE ONLY

PAYMENT INFO

AMOUNT: \$ _____

CHECK #: _____

DATE: _____

REC'D BY: _____

BOROUGH OF STROUDSBURG
ZONING/CODES ENFORCEMENT
700 SARAH STREET
STROUDSBURG, PA 18360
Phone (570)421-5444
Fax (570)421-2690
www.StroudsburgBoro.com

ANNUAL FEE:

**\$150 up to 15 seats
+add'l \$5 per seat over 15**

Up to 15 seats: \$150
+ (\$5 x ___ add'l seats): \$____
TOTAL FEE: \$ _____

I. PROPERTY OWNER INFORMATION

Property Owner's Name: _____

Property Owner's Address: _____

Property Owner's Phone: _____

Property Owner's Mobile Phone: _____

Email: _____

II. APPLICANT / BUSINESS INFORMATION

Name of Business: _____

Address of Business: _____

Monroe County Property I.D.# 1 8 7 3 _____

Applicant's Name: _____

Applicant's Address: _____

Applicant's Phone: _____

Applicant's Mobile Phone: _____

Email: _____

III. OUTDOOR DINING INFORMATION

Indoor Seating Capacity: _____ Proposed Number Of Outdoor Café Dining Seating: _____

Please Indicate The Number Of Tables / Chairs / Umbrellas And The Construction Material Of Each:

Tables: # _____ Material: _____ Chairs: # _____ Material: _____

Umbrellas: # _____ Material: _____

Please Provide Your Current Health License Number: _____

Do You Hold A Pa Liquor License? _____ Yes _____ No

****Include a copy of Liquor License Extension which gives you permission to serve alcohol outdoors****

IV. INSURANCE INFORMATION

COMPLETE, SIGN, & NOTARIZE THE ATTACHED INDEMNIFICATION AGREEMENT

Business Insurance Provider: You must include an Insurance Certificate of General Liability listing the Borough of Stroudsburg as an **"Additional Insured"** for no less than \$500,000.

***** PLEASE COMPLETE ITEMS ON REVERSE SIDE *****

LICENSE AND INDEMNIFICATION AGREEMENT

Agreement made, effective as of _____ (date) by and between the **Borough of Stroudsburg**, a municipal corporation with its municipal offices at 700 Sarah Street, Stroudsburg, Pennsylvania 18360, herein referred to as Licensor, and _____ (name) of _____ (business), Stroudsburg, Pennsylvania 18360, hereto referred to as Licensee.

RECITALS

1. Licensee is the (check the appropriate line)

_____ Owner of the premises located at _____
and the operator of the business known as _____
at the premises.

_____ Occupant of the premises located at _____
and the owner of the business operated at the premises.

2. The Borough of Stroudsburg is vested with the authority to regulate activity and conduct on the sidewalks located adjacent to licensee's business premises.

3. Licensee desires to license from the Borough of Stroudsburg pursuant to its Ordinance No. 920, at a fee, the right to maintain a Seasonal Outdoor Café Dining Area on a portion of the sidewalk located between licensee's business premises and the street subject to the terms of the aforesaid Ordinance No. 920 and the terms of this License and Indemnification Agreement.

In consideration if the mutual promises contained in this agreement and intending to be legally bound, the parties agree as follows:

SECTION ONE: GRANT OF LICENSE; DESCRIPTION OF PREMISES

Upon payment of non-refundable license fee of \$150.00 and execution of this Agreement, The Borough of Stroudsburg grants to licensee a license to occupy and use, subject to all of the terms and conditions of this agreement and the aforesaid Ordinance No. 920, a portion of the sidewalk located between licensee's business premises and the street.

SECTION TWO: LIMITATION TO DESCRIBED PURPOSE

The above-described property may be occupied and used by licensee solely for placement of a Seasonal Outdoor Café Dining Area during the period commencing with the issuance of this license and continuing until this license is terminated as provided in this agreement.

SECTION THREE: MAINTENANCE OF THE LICENSE AREA

Licensee is and shall be solely responsible for maintenance of the sidewalk area, including snow and debris removal, which shall include maintenance of a Seasonal Outdoor Café Dining Area in a condition that poses no risk of injury to person or property in or adjacent to the sidewalk area.

In event licensee fails to maintain the license area as set forth above, the Borough of Stroudsburg shall have the right to perform the maintenance and assess licensee the cost materials and labor at licensee's ordinary labor rates. Licensee agrees that should it fail to pay the cost of maintenance so assessed, the Borough of Stroudsburg shall have the right to lien the unpaid cost in the same manner as any unpaid municipal assessment.

Licensee shall bear the risk of loss as to the property located within the license area.

SECTION FOUR: TERMINATION

The Borough may terminate this agreement and the license without cause at any time upon revocation of Ordinance No. 920.

SECTION FIVE: LICENSE REVOCABLE

A. Notwithstanding the expenditure of funds by licensee in reliance upon this license agreement, the parties agree that this license agreement shall be at all times revocable, shall not run with the land, and shall terminate automatically upon transfer of licensee's business or revocation of Ordinance No. 920.

B. On any termination of this agreement, licensee shall quit the above-described licensed area and remove the Seasonal Outdoor Café Dining Area and other property located on the sidewalk.

C. In addition to the right to assess for maintenance costs, the Borough of Stroudsburg shall have the right to terminate this agreement immediately upon notice should licensee fail to maintain the license area or correct any violations.

SECTION SIX: INDEMNITY AND INSURANCE

A. Licensee shall indemnify the Borough of Stroudsburg against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by licensee to perform any of the terms or conditions of this license agreement, (2) any injury or damage happening on or about the licensed premises including, but not limited to, any injury or damage happening to licensee or a third party as a consequence of the negligence, claimed or otherwise, of the Borough of Stroudsburg, (3) failure to comply with any law of any governmental authority, or (4) any mechanic's lien or security interest filed against the licensed area or premises, (5) licensee further agrees to indemnify and to save the Borough of Stroudsburg harmless from and against all liability, loss, claims, damages and judgments arising from injury during the license term, or any renewal thereof, to persons on the property, occasioned by acts or omissions of licensee or the Borough of Stroudsburg arising out of or due to the negligence of either

B. Licensee, at its own proper cost and expense, shall obtain and maintain, at licensee's expense, insurance against liability for bodily injury in the amount not less than \$300,000.00 per person and \$500,000.00 per occurrence and property damages at insurable value, and name the Borough of Stroudsburg as ADDITIONAL INSURED. All insurance provided by licensee as required by this section shall be carried in favor of the Borough of Stroudsburg and licensee as their respective interests may appear.

SECTION SEVEN: GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

SECTION EIGHT: ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

SECTION NINE: MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION TEN: NOTICES

Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

SECTION ELEVEN: ATTORNEY FEES

In the event that any lawsuit is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

SECTION TWELVE: ASSIGNMENT OF RIGHTS

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

APPLICANT'S STATEMENT (LICENSEE)

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at Stroudsburg, Pennsylvania on the date indicated below.

WITNESS

APPLICANT

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF MONROE:

On this ____ day of _____, 20__, before me, a Notary Public, the undersigned officer, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

Notary Public

[Seal]

BOROUGH OF STROUDSBURG (LICENSOR)

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at Stroudsburg, Pennsylvania on the date indicated below.

Attest:

Borough of Stroudsburg

Borough Manager / Secretary

President, Stroudsburg Borough Council

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF MONROE:

On this, the ____ day of _____, 20__, before me, a Notary Public in and for said County and State, the undersigned officer, personally appeared _____ who acknowledged himself / herself to be the President of the Borough of Stroudsburg Council, a political subdivision of the Commonwealth of Pennsylvania, and that as such President, being authorized to do so, executed the foregoing instrument for the purposes herein contained by signing the name of the Borough by himself / herself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

[Seal]

