

OUTDOOR DINING PROGRAM APPLICATION CHECKLIST

- Review Temporary Outdoor Accessory Use Policies**
Before you proceed to complete your application and site plan, please carefully read the attached list of regulations.
- Complete & Sign Application**
Please ensure the Application to Operate a Temporary Outdoor Accessory Use is accurately completed. Failure to submit all the required information will delay processing of your application.
- Signature of Property Owner**
Please remember to obtain the signature of the property owner on the application.
- Site Plan**
Attach a site plan indicating the location of the principal building(s) and parking area(s), lot dimensions, location and dimensions of the proposed outdoor use area, location of outdoor furniture including tables and chairs, tents, points of ingress and egress, and location of existing public improvements (benches, fire hydrants, light poles, planters, sculptures, and trees).
- Copies of valid Business License and Health/Sanitation License**
- Insurance**
Provide a copy of your Certificate of Insurance evidencing 1) Commercial General Liability Insurance in the amount of \$1,000,000 per occurrence and showing the Village, its officers, and its employees as an additional insured; 2) Workers' Compensation in the statutory amount.
- An executed Village Property Use & Indemnity Agreement**
- Submit Completed Application**
Return the completed application and payment to:

Village of Bensenville
Community & Economic Development
Attn: Kurtis Pozsgay
12 S. Center St.
Bensenville, IL 60106

e: kpozsgay@bensenville.il.us
Fax: 630.350.3449

You can also use the drop box located behind Village Hall.

***Due to time constraints and holding period for mail and drop off, emailed applications preferred.**

Should you have questions concerning Temporary Outdoor Accessory Use, please contact Kurtis Pozsgay at 630.350.3396, or via e-mail at kpozsgay@bensenville.il.us.

Temporary Outdoor Accessory Use Licenses Are Only Valid Under Current Village of Bensenville Executive Order.

TEMPORARY OUTDOOR ACCESSORY USE POLICIES FOR RESTAURANTS

- The applicable Restaurant operations shall always comply with the COVID-19 2020 Outdoor Dining Guidelines issued as part of Phase 3 of the Restore Illinois Plan by the Illinois Department of Commerce and Economic Opportunity and the Illinois Department of Public Health.
- An unobstructed path of at least five feet in width along the entire length of the licensed area abutting the public street must be maintained at all times for pedestrian access; however, in instances where the sidewalk width is 8 feet or less, exceptions may be permitted by request during the application process.
- An unobstructed path of at least five feet in width directly in front of the restaurant door must be maintained at all times.
- Restaurants serving alcohol must establish a temporary barrier at the perimeter and around the licensed area.
- Temporary barriers must be freestanding, without permanent or temporary attachments to buildings, sidewalks or other infrastructure.
- Wait staff may not serve alcohol to patrons beyond the temporary barrier.
- All outdoor dining furniture must be made of safe, sturdy, and durable commercial grade materials designed for outdoor use.
- Outdoor dining tables and chairs are limited to the number specified in writing in the approved license.
- Tents are permitted but must be inspected. Walled tents are not permitted without a receiving a building permit. Tents must meet all minimum safety requirements.
- Licensees and their staff must monitor and maintain cleanliness and keep free of litter, the area in front of their restaurant and the area within no less than 25 feet of the subject property, at all times during the license period.
- Restaurants are encouraged to remove and store outdoor dining tables and chairs each night at the close of business inside their premises. Outdoor dining furniture may not be stored in a restaurant's exterior doorway, and may not be stacked up against the building where the restaurant is located.
- Restaurants requesting use of the property adjacent to their location must submit a signed letter of permission from the property owner and tenant of the subject property.
- Smoking is not permitted in outdoor dining areas that are accessory to a restaurant.
- The source of music or other entertainment provided outdoors in conjunction with any permit hereunder shall be located only on the private property of the Restaurant and shall be provided at noise levels maintained in strict compliance with Code. Live music or entertainment is prohibited. Dancing or dance area is prohibited.
- Hours of operation of the outdoor dining facility shall be limited to the hours of operation identified in the applicable Restaurant permit, and in no event before 9:00 a.m. or after 11:00 p.m. For Restaurants permitted to operate between the hours of 9:00 p.m. and 11:00 p.m. supplemental lighting shall be required to sufficiently provide safety for customers and employees.

- Except as specifically provided herein, the operations of the applicable outdoor dining facility shall comply with all applicable federal, state, and local laws.
- Outdoor dining furniture must be removed from the public right-of-way at the time the Bensenville Executive Order sunsets. The Village will be relying on State guidance and the phased re-opening in its decision-making.

As it relates to the Sale or Consumption of Alcohol

- Alcohol can only be sold in the permitted area in conjunction with the sale of a meal prepared on premise;
- Alcohol can only be served by staff of the applicant to seated patrons at tables in the permitted area;
- No alcohol shall be removed from the permitted area;
- The consumption area must be cordoned off;
- All applicable State and Local Liquor Code laws, rules and regulations pertaining to the sale of alcohol shall apply.
- Bar areas and/or additional bars are prohibited within the permitted area.
- Hours of operation of the outdoor consumption facility shall be limited to the hours of operation identified in the applicable permit, and in no event before 9:00 a.m. or after 11:00 p.m. For Licensees permitted to operate an outdoor consumption facility between the hours of 9:00 p.m. and 11:00 p.m. supplemental lighting shall be required to sufficiently provide safety for customers and employees
- Except as specifically provided herein, the operations of the applicable outdoor consumption facility shall comply with all applicable federal, state, and local laws.

VILLAGE OF BENSENVILLE
APPLICATION TO OPERATE A TEMPORARY OUTDOOR ACCESSORY USE

Located On Public Property

Located On Private Property

1. Business Name: _____

Name of Applicant: _____

Business Address: _____ Phone: _____

Name of Property Owner: _____

Mailing Address: _____

2. Location and complete description of the proposed outdoor use:

3. Attach a site plan indicating the location of the principal building(s) and parking area(s), lot dimensions, location and dimensions of the proposed outdoor use area, points of ingress and egress, location of the temporary barrier, and outdoor furniture. If proposed on public property, please include location of existing public improvements.

4. Description and dimensions of outdoor dining furniture:

5. Proposed # of Outdoor Dining Tables: _____ Proposed # of Outdoor Dining Chairs: _____

6. If you currently hold a liquor license, do you expect to serve alcoholic beverages? Yes No

Signature of Property Owner:

I acknowledge and support the applicant's request to utilize the outdoor area of my property/the public right-of-way adjacent to my property to operate the outdoor accessory use described above.

Signature

Date

Signature of Applicant

The undersigned applicant hereby accepts the terms and conditions of this Outdoor Accessory Use License. By operating the Outdoor Accessory Use, the applicant also acknowledges and accepts all special conditions imposed by the Village.

Signature

Date

NOTE: Both the Property Owner and the Applicant Must Sign this Application Form.

The Outdoor Accessory Use for which this application is made is subject to and conditioned upon compliance by the applicant with the following terms and conditions, failure to comply with any of which automatically and without notice shall constitute grounds for immediate termination of the license by the Village:

- (1) The proposed outdoor use shall comply with all life safety regulations.
- (2) The proposed outdoor use shall not block pedestrian access or vehicular access along any public sidewalk, alley, street, or other public right-of-way.
- (3) The proposed outdoor use shall be for the purpose of dining only.
- (4) The applicant will defend, protect, indemnify and save harmless the Village of Bensenville, its officers, agents and employees from any and all liability arising in any manner out of the use, construction, maintenance, operation or existence of the Outdoor Accessory Use.
- (5) Any work to be performed pursuant to this Outdoor Accessory Use License shall be constructed and maintained at the sole cost and expense of the applicant in good and workmanlike manner, satisfactory to the Village Manager.
- (6) Upon termination of this Outdoor Accessory Use License, all material in any way related to the Outdoor Accessory Use permitted hereby shall be removed and stored in a permanently constructed building, as required pursuant to the Bensenville Village Code. Upon failure of the applicant to remove such material, the Village may cause the removal of the material and charge the cost of such removal to the applicant.

This Outdoor Accessory Use License may be terminated by the Village at any time. Upon such termination, at the sole option of the Village, but at the sole cost and expense of the applicant within two days after receipt of written notice from the Village, the applicant shall remove the encroachment and cease the use granted hereby. Upon the failure of the applicant to remove the encroachment, the Village may undertake or cause the removal of the encroachment and charge the cost of such removal to the applicant.

Do not write in this box. SPECIAL CONDITIONS
Do not write in this box. FOR VILLAGE USE ONLY
<p>[] The liquor liability insurance includes the outdoor dining area and names the Village as additional insured.</p> <p>Approved by Village Manager: _____ Date: _____</p> <p>License Issued By: _____ Date: _____</p>

VILLAGE PROPERTY USE & INDEMNITY AGREEMENT

This Village Property Use & Indemnity Agreement (the “Agreement”) made this ____ day of _____ 2020 (the “Effective Date”) by and between the Village of Bensenville, an Illinois municipal corporation (the “Village”),

and _____ of the Village of Bensenville, State of Illinois, (the “Owner”). The Owner and the Village shall collectively be known as the “Parties”.

In consideration for Village’s grant of permission for Owner’s use of: Village real property adjacent to the Owner’s real property commonly known as _____,

and/or certain Village personal property consisting of: _____ (collectively, the “Village Property”); Owner hereby agrees, and covenants as follows:

Section 1. The Village hereby grants the Owner the limited right to use the Village Property subject to the terms and conditions herein. The Owner acknowledges that permission to use the Village Property is of a temporary nature and vests no permanent rights in the Owner to occupy or use the Village Property. The Owner shall at all times comply with all applicable federal, state, and local laws, including without limitation the COVID-19 2020 Outdoor Dining Guidelines of Phase 3 of the Restore Illinois Plan. Within twenty-four (24) hours written notice, or without notice if the Owner’s use becomes dangerous, the Village may revoke, in its sole and absolute discretion, the permission granted herein.

Section 2. Owner acknowledges that the Village is not responsible for the adequacy or performance of the Village Property, and agrees: (i) to accept any and all risk of loss, damage, and injury associated with the installation, operation, and maintenance of the Village Property; (ii) waive any and all right to assert any and all present and future claims against the Village, whether known or unknown, for any harm, loss, or damage by reason of, arising out of, or related to the Village Property or the Owner’s use of same; (iii) to indemnify, hold harmless, and defend the Village and its officers, officials, employees, agents, attorneys and contractors from and against any and all claims, losses, costs, and damages (including without limitation attorneys’ fees), arising out of, relating to, or resulting from the use of the Village Property, except for such damages or other losses caused by or resulting from the sole negligence of the Village. The obligation under this Section 2 shall survive any revocation as provided under Section 1 or the expiration of the term of this Agreement.

Section 3. The Owner, upon expiration of this Agreement or upon revocation of Owner’s permission to use the Village Property, shall, at its sole expense, remove the use or occupancy of the Village Property and restore the Village Property to at least as good a condition as required by applicable federal, state and local laws.

Section 4. Unless the use of the Village Property is revoked as provided herein, the term of this Agreement shall begin on the Effective Date and cease upon the expiration of the Gubernatorial Disaster Proclamation related to COVID-19 or the full operation of Owner’s establishment.

IN WITNESS WHEREOF, the Village and Owner have executed this Agreement on the day and indicated above.

OWNER:

Signature

Print Name and Title

VILLAGE:

Village Manager