

# TEMPORARY OUTDOOR PATIO PROGRAM APPLICANT AGREEMENT

Applicant (full corporate name): \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

## 1. CONDUCT OF ACTIVITIES

- 1.1. The Applicant shall operate the temporary outdoor patio and ensure that all activities carried out under this Agreement are carried out:
- a. In accordance with all applicable Town, Provincial and Federal laws, regulations, orders, bylaws and enactments, and the terms of all required permits and approvals, including those relating to physical distancing;
  - b. In accordance with the Town's Temporary Outdoor Patio Pilot Program Guidelines
  - c. In such a manner that the site of the Applicant's activities are kept neat, clean and safe; and
  - d. In accordance with any directives issued by the Town.

## 2. USE OF PUBLIC PROPERTY

- 2.1. If the Applicant uses public property for the purposes of the Temporary Patio Pilot Program ("Program"), including sidewalks, municipally owned parcels, or reserve parcels ("**Public Property**") the following terms and conditions shall apply to such use:
- a. The Applicant shall not modify the Public Property or any improvements thereon (including any landscaping) or affix anything to the Public Property except with the prior written authorization of the Town, which shall be in the Town's sole discretion;
  - b. The Applicant shall not store or keep any furnishings or other items on the Public Property outside of the hours of operation of the outdoor patio or retail space except with the prior written authorization of the Town, which shall be in the Town's sole discretion; and
  - c. The Applicant shall not bring, permit, or allow any hazardous substances (as defined in the *Environmental Protection and Enhancement Act*) onto the Public Property.
- 2.2. The Applicant's authorization to use Public Property is temporary in nature. No ongoing right to use Public Property outside of the Program is granted or implied by this Agreement. No exclusive right to occupy Public Property is granted or implied by this Agreement.

### **3. TERM AND TERMINATION**

- 3.1. The Program shall continue until September 30, 2022 unless terminated earlier as described herein or extended by the Town in the Town's sole discretion. This Agreement shall remain in effect until the expiry or termination of the Program, unless terminated earlier hereunder.
- 3.2. The Town may terminate the Program at any time on twenty-four (24) hours' notice to the Applicant, or immediately if:
  - a. The Program is found to be contrary to any applicable Town, Provincial or Federal laws, regulations, orders, bylaws, or enactments, including those relating to physical distancing.
- 3.3. The Town may terminate this Agreement at any time on twenty-four (24) hours' notice to the Applicant, or immediately if:
  - a. The Applicant is found to have breached any term of the Temporary Outdoor Patio Program Guidelines or Alberta Health Services public health orders, including these Terms and Conditions and any other document referenced therein; or
  - b. If the Applicant is using Public Property, the Town requires use of the Public Property and issuing twenty-four hours' notice to the Applicant is not feasible, in the sole opinion of the Town.
- 3.4. The Applicant may terminate this Agreement at any time on notice to the Town.
- 3.5. Within twenty-four (24) hours after the expiry or termination of the Program or this Agreement, the Applicant shall restore any Public Property used by the Applicant as part of this Program to its prior condition, subject only to reasonable wear and tear.

### **4. LIABILITY, RISK AND INSURANCE**

- 4.1. The Applicant's participation in the Program and the operations of any outdoor patio or retail space shall be at the Applicant's sole risk and expense.
- 4.2. The Applicant shall indemnify and hold harmless the Town and the Town's officials, managers, employees, contractors and insurers from and against any claim, demand, action, cause of action, costs or damages resulting from the participation in the Program, the operation of any outdoor patio or any negligence, willful misconduct or breach of this Agreement by the Applicant or the Applicant's officials, officers, directors, managers, employees, contractors, invitees, guests, or any other person for whom the Applicant is responsible at law.

### **5. GENERAL**

- 5.1. The headings in this Agreement are for convenience only and shall not affect their interpretation. Where the singular or masculine form of a term is used in this Agreement, it includes the plural, feminine or neutral, and *vice versa*.
- 5.2. Any notices to be issued to the Applicant under this Agreement may be issued by delivering

such notices or emailing such notices to the email address provided in this Agreement. Notices delivered to the property or posted at the property shall be deemed received at the time of delivery or posting, and notices sent by email shall be deemed received the next business day.

Any notices to be issued to the Town under this Agreement may be issued by sending such notices to the Town by email to [planning@cochrane.ca](mailto:planning@cochrane.ca). Notices sent by email shall be deemed received the next business day.

- 5.3. The indemnities and other provisions in this Agreement which by their nature are intended to survive the termination or expiry this Agreement or the Program shall survive such termination or expiry.
- 5.4. The Applicant's rights under this Agreement are non-transferable.
- 5.5. The Applicant must obtain all permissions, authorizations and approvals necessary from any government or regulatory entities and the owner of any property to be used by the Applicant as part of the Program (excluding Public Property, the use of which is governed herein).

By signing this Declaration Form, I confirm that I have reviewed the Terms and Conditions and the attached Schedule A – Town of Cochrane Temporary Outdoor Patio Pilot Program Guidelines, and that I have the authority to bind the Applicant.

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Date

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Signature

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Print Name

Title