# CITY OF ANSONIA OUTDOOR ACTIVITIES PERMIT APPLICATION (Per Executive Order 7MM)

Submit completed Application and supporting documentation to: SOMalley@ansoniact.org

Applicant Name:	Phone #:
Property Address:	Zoning District:
Business Name and Owner:	NDIT 1844 1
Property Owner(s) Name and Address:	
Proposed Activity (CIRCLE): Outdoor Dining	Outdoor Dining with Alcohol Outdoor Retail Sales

Applications must include the following documentation:

## (1) Proof of Self-Certification from the CT Business and Reopening Center.

- Visit https://business.ct.gov/recovery and complete the self-certification process for Connecticut businesses.
- Upon completion of the self-certification process your business will be provided with an electronic badge. Provide documentation of the badge along with your submission of this Application.

(2) Electronic copy of this Application and all data and plans in support of Application to include:

- Narrative Describing Proposal to include: Days of the week, hours of the day, # of tables, # of seats, occupancy of bar or restaurant, service plan, liquor service, social distancing plans and details of any temporary signage.
- Sketch Plan (at a reasonably accurate scale) for the proposed layout including the: location of all improvements, electricity, dimensions, seating plan, bathroom locations, barriers/protection between vehicles and seating areas, lighting, tents/umbrellas, traffic flow, trash receptacles and all proposed signage.
- If the Outdoor Activity will occur on land or parcel not owned by the applicant, *written evidence of consent of the owner of that land*.
- If the Outdoor Activity will occur on a road, right-of-way or sidewalk, *please include a request for approval of that use.*
- Such other information required by the City after the application is reviewed.

## (3) Certifications and Hold Harmless Agreement, requiring signature.

The City requires that a complete and detailed Application be submitted to ensure the safety of customers, employees the public and the environment. Therefore, any incomplete application may be denied. The City reserves the right to deny an application where it is deemed that the proposed activity would result in undue impacts on public health, safety, and welfare.

By signing this document, I hereby certify that the above information and plans submitted are true and correct. The undersigned hereby authorizes the Application requested and authorizes City staff and enforcement officials with the right to enter the subject property for the purposes of inspection associated with this Application, and any permit granted in connection with this Application.

By signing this document, I affirm that the business will adhere to all state executive orders, rules or guidelines established for this Outdoor Activity.

SIGNATURE OF APPLICANT (S)

SIGNATURE OF PROPERTY OWNER(S) (Or attach letter consenting to this application)

IF YOUR PROPOSAL INCLUDES USE OF CITY PROPERTY, <u>INCLUDING PUBLIC SIDEWALKS OR ROADS</u>, PLEASE ALSO COMPLETE THE APPLICABLE HOLD HARMLESS/INDEMNITY AGREEMENT ON THE FOLLOWING PAGE.

#### HOLD HARMLESS/INDEMNITY FOR CORPORATIONS

We, \_\_\_\_\_\_, applicants for a permit to conduct outdoor business activities pursuant to Governor Lamont's Executive Order 7MM on property owned by the City of Ansonia (the "License Area"), hereby agree that I shall:

- (a) In exchange for the permit to utilize the License Area, we hereby agree to make no claim of any kind against the City of Ansonia, its employees and agents, and expressly waive, release and forever discharge any and all rights, actions and claims of any kind which our heirs, executors or assigns may have against the City of Ansonia, its employees and agents, or any of its successors or assigns, for any and all losses or damages, including death, which may be sustained by us or that may be sustained or suffered in connection with our use of the License Area, and
- (b) Agree to indemnify and hold harmless the City of Ansonia, its employees and agents, against any and all losses and/or claims which may be made against the City of Ansonia, its employees and agents, arising by reason of or in connection with our use of the License Area by any person claiming under, by, or through our corporation. In the event that it becomes necessary for the City of Ansonia to defend any action seeking to impose any such liability, we shall pay the City of Ansonia all costs of court and attorney's fees incurred by the City of Ansonia, its employees and agents, in defending said claim.

We realize that the consideration for this release is the granting of a permit to me by the City of Ansonia and we realize and agree that this Hold Harmless/Indemnity Agreement shall take effect whenever we begin to conduct the type of activities for which a permit has been applied or when the permit is issued, whichever is earlier.

We also understand and agree that this agreement shall apply to any activities which we carry on which are done in violation of the terms of the permit.

Dated this \_\_\_\_\_ day of, 2020.

/s/ President

Shareholder

Shareholder

Shareholder

Shareholder

Shareholder

### HOLD HARMLESS/INDEMNITY FOR NON-CORPORATIONS

I, \_\_\_\_\_\_, applicant for a permit to conduct outdoor business activities pursuant to Governor Lamont's Executive Order 7MM on property owned by the City of Ansonia (the "License Area"), hereby agree that I shall:

- (a) In exchange for the permit to utilize the License Area, I hereby agree to make no claim of any kind against the City of Ansonia, its employees and agents, and expressly waive, release and forever discharge any and all rights, actions and claims of any kind which I or my heirs, executors or assigns may have against the City of Ansonia, its employees and agents, or any of its successors or assigns, for any and all losses or damages, including death, which may be sustained by me or that may be sustained or suffered in connection with my use of the License Area, and
- (b) Agree to indemnify and hold harmless the City of Ansonia, its employees and agents, against any and all losses and/or claims which may be made against the City of Ansonia, its employees and agents, arising by reason of or in connection with my use of the License Area by any person claiming under, by, or through me. In the event that it becomes necessary for the City of Ansonia to defend any action seeking to impose any such liability, I shall pay the City of Ansonia all costs of court and attorney's fees incurred by the City of Ansonia, its employees and agents, in defending said claim.

I realize that the consideration for this release is the granting of a permit to me by the City of Ansonia and I realize and agree that this Hold Harmless/Indemnity Agreement shall take effect whenever I begin to conduct the type of activities for which a permit has been applied or when the permit is issued, whichever is earlier.

I also understand and agree that this agreement shall apply to any activities which I carry on which are done in violation of the terms of the permit.

Dated this \_\_\_\_\_ day of 2020.

**Applicant's Signature**