



**Temporary Outdoor Physical
Extension (Temporary Patio) City of
Kawartha Lakes**

Applicant must complete all questions on this form. Please print.

Name of Applicant: _____ Home Phone Number: _____

Home Address: _____

Town/Village: _____ Postal Code: _____

Name of Business: _____ Business Phone Number: _____

Address: _____

Town/Village: _____ Postal Code: _____

Current AGCO Liquor License number: _____

Event Information: _____

Location of Event: _____

Address: _____

City: _____ Postal Code: _____

Start Date: _____ End Date: _____

Event Information: _____

Location of Event: _____

Address: _____

City: _____ Postal Code: _____

Start Date: _____ End Date: _____

If additional dates are requested, please add to a separate page.

Does the applicant or Business have any outstanding corrective orders or non-compliance issues under and Federal, Provincial or Municipal Act Regulations or Bylaws?

- No
 Yes

If yes, please provide details

Please submit the following documentation with the completed application form:

- Proof of insurance
 Site Plan
 Application Fee

Is the proposed location on municipal property?

- No
 Yes

Has an encroachment agreement been approved?

- No
 Yes

If yes, please provide details

Will alcohol be served on the temporary patio?

- No
- Yes

If yes, please provide capacity details (Total area (length x width divided by 1.11m)

Please submit this application with all fees, deposits and documents as required in accordance with the Fees By-Law at least 60 days prior to the date of the proposed event to:

**Licensing Officer
City of Kawartha Lakes City Hall
P.O. Box 9000, 26 Francis Street
Lindsay, Ontario K9V 5R8
licensing@kawarthalakes.ca
Phone: (705)324-9411 ext.1328**

(Please note that as part of the review process additional documents deemed pertinent in the granting of this application may be required at the request of the Licensing Officer.) **An encroachment agreement may also be required.**

INDEMNIFICATION AGREEMENT

I, the undersigned, agree that I shall at all times indemnify and save harmless the Corporation of the City of Kawartha Lakes, its employees and Members of Council from and against any and all manner of claims, demands, losses, actions and other proceedings whatsoever made or brought against, suffered by, or imposed on the City in respect of any loss, damage or injury to any person or property, which are occasioned by or attributable to the issuance of this license or operation of the business.

X _____
Signature of Applicant Date of Signature

DECLARATION

I, the undersigned, do solemnly declare that all information provided in and with this application is factual and correct and agree to abide by and adhere to all relevant by-laws, rules and regulations, matters and things as are, or may be enacted by the City of Kawartha Lakes, and to any applicable federal or provincial legislation or regulation in effect, enacted, or amended, from time to time, and make this solemn declaration conscientiously knowing that it is of the same force and effect as if made under oath.

X _____
Signature of Applicant Date of Signature

The personal information on this form is being collected pursuant to the *Municipal Freedom of Information and Protection of Privacy Act* and the *Municipal Act*, for the principle purpose of processing this application. Questions about this collection should be directed to the City Clerk or Deputy Clerk at **clerks@kawarthalakes.ca**

1. **Licensed Use and Conditions for Keeping Licence**
 - a. The Licence Holder shall only use the Licence Area for the Licensed Use and for no other purpose.

2. The Licence Holder will conduct its business in the Licensed Area in such a manner so as not to interfere with other businesses and residents. In no event shall a Licence Holder cause or permit a line-up of people to form or people to congregate on a municipal sidewalk. The Licence Holder must not permit patrons to queue on any portion of the municipal sidewalk or road outside the Licensed Area.
 - a. The Licence Holder will, at its sole cost, obtain and comply with all approvals, permits, licences and standards required to enable the Licence Holder to operate the Licensed Use in the Licensed Area, including, without limitation, any approvals, permits, licences or standards required by the Alcohol and Gaming Commission of Ontario and the Haliburton Kawartha Pine Ridge District Health Unit (HKPR) ("Public Health Officials").

- b. The Licence Holder must not conduct business in any area outside of the Licenced Area and must not encumber the sidewalk or road in any way, including, without limitation, by placement of sandwich board signs, umbrellas, planters, chairs, or any similar objects. The Licence Holder must not allow any objects including but not limited to bicycles and signs to be affixed to or leaned against any barrier or fence in the Licenced Area.
 3. **Condition of Licenced Area** – The Licence Holder accepts the Licenced Area in an “as is, where is” condition. The Licence Holder irrevocably represents that it has satisfied itself that the Licenced Area is suitable for conducting the Licenced Use and that it understands that the City has no responsibility to make any repairs, alterations, or any improvements whatsoever to the Licenced Area.
 4. **Termination** – The City may revoke or suspend this Licence immediately upon written notice to the Licence Holder for breach of any provision or condition of this Licence. Upon termination by the City hereunder, the Licence Holder agrees to vacate the Licenced Area immediately and to leave the Licenced Area in a condition acceptable to the City. The City may at any time, for any reason whatsoever, or for no reason, terminate this Licence upon no fewer than 15 calendar days’ prior written notice to the Licence Holder. Notwithstanding anything else contained in this Licence, the City may immediately revoke or suspend this Licence or reduce the boundary of the Licenced Area if the Licenced Area, or any portion thereof, is required for the City’s use.
-
-