



City of Loveland

Loveland Patio Program

Temporary Permit Application

Submit completed application to:

clerk@cityofloveland.org

Or

Loveland City Hall

500 East Third Street, Suite 230

No permit shall be issued to an applicant that is not current on obligations to the city, including but not limited to taxes, liens, or unremediated violations of the city building or nuisance codes. A non-refundable application fee of \$150.00 payable to the City of Loveland must accompany applications. Establishments serving alcohol must also complete the attached form DR8442 and accompanying fees.

| <input type="checkbox"/> | By checking this box, applicant understands this is a temporary revocable permit. | | | | |
|---|---|------------|--------------------------|--|-----------|
| APPLICANT INFORMATION | | | | | |
| Business Name: | | | | | |
| Location Address: | | | | | |
| Primary Contact: | | | | | |
| The Primary Contact is the person who is to be contacted regarding the application. | | | | | |
| Address: | | | Email Address: | | |
| City: | | | State: | Zip Code: | |
| Phone: Please list the Primary contact's phone numbers. | Day: | | | Cell : | |
| | Night: | | | Fax: | |
| PROPERTY OWNER INFORMATION | | | | | |
| Property owner information (if different from above) | | | | | |
| Owner's Name: | | | | | |
| Corporation Name: | | | | | |
| Address: | | | Email Address: | | |
| City: | | | State: | Zip Code: | |
| Phone: | Day: | | | Other: | |
| ENCROACHMENT INFORMATION | | | | | |
| Zoning Classification: | <input type="checkbox"/> | Commercial | | <input type="checkbox"/> | Mixed Use |
| Paved Sidewalk Width Adjacent to Building (not including decorative pavers): | | | | | |
| Number of Outdoor Tables: | | | Number of Outdoor Seats: | | |
| Proposed Hours for Outdoor Dining: | | | | | |
| Will Liquor be Sold? | <input type="checkbox"/> | No | <input type="checkbox"/> | Yes If Yes, a Liquor License/Temporary Modification of Premises must be submitted with fees. | |



Total Square Footage of Proposed Seating Area:

SITE PLAN – See attached example

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| <input type="checkbox"/> | A diagram depicting the number of tables, seating and other fixtures is to be submitted with this application. The diagram shall provide the width of the sidewalk or other space and specifically the location of all seating, tables, umbrellas, planters or other fixtures and ingress/egress points to the building. There must be a minimum of 6 feet of unobstructed paved sidewalk from the outer contiguous boundary of the Permitted area. |
| <input type="checkbox"/> | Photos, drawings or other graphic representation of all furniture, umbrellas and other fixtures it to be submitted with this application. |

INSURANCE POLICIES

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| <input type="checkbox"/> | Attach copies of all comprehensive general liability and insurance policies with evidence of premium payment. The applicant shall deliver to the city at least ten days prior to the expiration of such policy, evidence that it has been renewed. All policies of insurance carried hereunder shall provide that they cannot be canceled without giving at least ten days prior written notice to the City and shall be written by insurance companies licensed by Colorado and reasonably satisfactory to the city. Insurance carried by a business in connection with this section shall contain a clause waiving any claim by the insurance company for subrogation against the city. |
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GENERAL LIABILITY CERTIFICATE OF INSURANCE

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| <input type="checkbox"/> | Attach a copy of a Certificate of Insurance with the City of Loveland named as additional insured. The business shall obtain and maintain comprehensive general liability insurance, protecting against all claims for personal injury, death or property damage occurring upon, in or about the premises resulting from the use of occupancy thereof, with a minimum of \$1,000,000 (one million dollars) in coverage and limits acceptable to the city for the entire term of the Loveland Patio Program Temporary Permit. |
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LIQUOR LIABILITY CERTIFICATE OF INSURANCE

If Alcohol is Served

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| <input type="checkbox"/> | Attach a copy of a Certificate of Insurance with the City of Loveland named as additional insured. The business shall obtain and maintain liquor liability insurance, with a minimum of \$1,000,000 (one million dollars) in coverage and limits acceptable to the city for the entire term of the Loveland Patio Program Temporary Permit. |
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CERTIFICATIONS

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| <input type="checkbox"/> | Applicant certifies ownership of the property abutting the sidewalk; |
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OR

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| <input type="checkbox"/> | Permission from the lessee's landlord, adjoining property or business owner or City (if ROW) must be submitted. <ul style="list-style-type: none">• Permission from lessee's landlord, adjoining property owner or business owner must be submitted on business/company letterhead.• Permission from the City for ROW must be submitted by filling out and receiving approval for a Revocable License Agreement form. |
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| <input type="checkbox"/> | Applicant certifies that defects in the sidewalk or parking spaces will be reported to the Public Works department at (970) 962-2647 in a timely manner (and not less than 24 hours). |
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| <input type="checkbox"/> | The business certifies that the right-of-way on which tables and seating are placed, including sidewalks and abutting curbs and gutters, will be cleaned of all litter and debris each night after outdoor service is finished. |
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| <input type="checkbox"/> | The business shall maintain the encroached premises in an orderly fashion, including requiring that all persons within the business premises behave in an orderly fashion and not generate excessive noise. |
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This requirement shall be strictly enforced.

ADDITIONAL CERTIFICATIONS

The business certifies that it shall operate sidewalk dining not earlier than 7:00 a.m. and that all operations in temporary outdoor dining must cease and be vacated by 10:00 p.m.

Business shall ensure that no part of the right-of-way, sidewalk or curb is damaged by their outdoor seating, including prevention of stains on sidewalks and curbs caused by the seating. Business shall refrain from using any harsh or damaging chemicals to clean any stamped concrete sidewalks or surfaces upon which tables or seating is placed. Business further agrees that any damage caused to the right-of-way, sidewalk or curb by the business seating will be repaired or repair costs reimbursed by the business.

The business certifies that no alcoholic beverages shall be served or consumed on the public sidewalk, unless the portion of the public sidewalk where the permitted tables and seating are located is included in the "Encroached premises" identified on the Temporary Modification of Premises Permit issued by the Liquor License Authority and the State Liquor Enforcement Division.

REQUIRED SIGNATURE

Hold Harmless and Indemnification Provision: In consideration of this permit, the Applicant hereby agrees that it shall indemnify, hold harmless and defend the City of Loveland, including its elected and appointed employees, agents, and successors in interest from all and against claims (including but not limited to the foregoing, workers' compensation and death claims), damages, demand for subrogation, losses, and/or expenses, including attorneys' fees arising out of or resulting directly or indirectly from the Applicant's (or the Applicant's employees, customers, or agents, including subcontractor's) use of the Encroachment provided that such claim damage, loss or expense is 1) attributable to personal injury, bodily injury, sickness, death or injury to or destruction of property including the loss of use resulting therefrom or breach of contract and 2) not caused by the willful act or misconduct or gross negligence of the City of Loveland, its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this permit Application.

Further, Applicant agrees that it is obligated to reimburse the City of Loveland, including its elected officials, and appointed officials, and employees, and successors in interest for all attorney's fees incurred by the City to enforce the terms of this Hold Harmless Provision or to defend the City of Loveland, including its elected officials, appointed employees, and successors in interest against any claim.

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I do hereby certify that the information contained in this application and exhibits has been furnished by me and is true and correct. I understand that any untrue, inconsistent or misleading information shall be cause for the refusal to grant, or the revocation of, any permit to operate under the City of Loveland Patio Program. I have read and understand my obligations under appropriate City Ordinances respective to the Temporary Revocable Permit for which I am applying. I further certify that if any of the foregoing information changes during the course of the Permit issuance, I will notify the City, in writing, within ten (10) days of such change.

Printed name

Title

Signature

Date