

**PROPERTY OWNER INFORMATION**

Applicant Name: \_\_\_\_\_  
 Business Name: \_\_\_\_\_  
 Physical Address of Business: \_\_\_\_\_  
 Mailing Address/Postal Code: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**PROPERTY INFORMATION**

Same as above

**ENCROACHMENTS**

Private Property  Public Property

Sidewalk Patio (fenced):  
 New  Curbside  Renewal  Storefront

Description of encroachments **(a site plan sketch, seating plan showing exits and dimensions, and details of barrier fence must be included)**

  
  
  

Preferred sidewalk patio install date: \_\_\_\_\_

**INSURANCE (Required if on Public Property)**

A Certificate of Insurance is required including comprehensive public liability insurance with a minimum general liability coverage of FIVE MILLION (\$5,000,000) DOLLARS per occurrence naming the Township of Uxbridge as an additional insured.

**Note: It is the business owner's responsibility to ensure that their insurance coverage is extended to cover their outside temporary patio areas.**

Certificate of Insurance attached:  Expiry Date: \_\_\_\_\_

**RELEASE OF LIABILITY**

The Applicant hereby agrees to unconditionally indemnify and save harmless the Township, it's agents, or employees from and against all loss, liability, costs, charges, claims, damages, expenses, suits, or actions which may arise as a consequence of, or resulting from, any failure by the Applicant whatsoever (EXCEPT SUCH AS MAY ARISE OUT OF THE ACTS, FAILURES TO ACT OR NEGLIGENCE OF THE TOWNSHIP OR ITS AGENTS OR EMPLOYEES) in connection with:

- **COVID-19 NOTICE:** The Applicant agrees to abide by and instruct their guests to abide by, all governmental regulations pertaining to health and safety, particularly with respect to physical distancing and frequent cleaning and disinfecting of the patio during use;
- any breach, violation or non-performance of any covenant, regulation, condition or term of this agreement to be fulfilled, kept, observed or performed;
- any act or omission of the Applicant;
- any damage to property while said property shall be in or about the lands and premises which are the subject matter of this temporary patio application; and
- any injury or any licensee, invitee, agent or employee of the Applicant, including death resulting at any time therefrom occurring in or about the lands and premises which are the subject matter of this application, including all costs and all legal fees and all disbursements in connection herewith.

The indemnity shall survive the expiry or sooner termination of this application.

**CONSENT**

**I, the undersigned, understand and agree to the terms of this Application**

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*This application may contain "Personal Information" as defined under the Municipal Freedom of Information and Protection of Privacy Act and is collected pursuant to the Municipal Act, 2001, as amended. It will be used by the Township of Uxbridge to process this application and any required encroachment agreements as a result of the approval of such application, and for law enforcement purposes to ensure compliance with all applicable statues, regulations and by-laws. Questions about collection of this information can be directed to the Clerk of the Township of Uxbridge, 51 Toronto Street South, Uxbridge, ON L9P 1T1 905-852-9181, ext. 228.*