

TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY EXTENDED LICENSE AGREEMENT is made this ____ day of _____, 2021 by City of Geneva, a municipal corporation (hereinafter called the “Licensor”) and _____, (hereinafter called the “Licensee”).

WHEREAS, the State of Illinois has put forward the "Restore Illinois" plan to combat a resurgence of COVID-19 and prevent uncontrollable spread.

WHEREAS, the State of Illinois is now in Phase 5 which removes previously imposed limits on occupancy for indoor restaurant and bar service as well as other safety protocols; and

WHEREAS, the State of Illinois has extended renewal liquor licenses through December 31, 2021; and

WHEREAS, prior to the commencement of Phase 5, the City of Geneva authorized the Local Liquor Control Commissioner to extend or designate a licensed premise to include a contiguous public sidewalk, beer garden, patio, private or public parking lot, or other similarly outdoor area not previously licensed or customarily designated for eating and drinking without additional licensing or a State issued Special Use Permit (“Extended Licensed Premises”); and

WHEREAS, in order to foster the economic recovery of restaurants following the past fifteen (15) of COVID-19 pandemic restrictions, the City seeks to assist such restaurants by licensing the Extended Licensed Premises for a limited period of time; and

Article 1

Premises

Licensor hereby grants to Licensee a temporary license to use that portion of the public right-of-way depicted in Exhibit “A” attached hereto and made a part hereof, (the “Temporary Licensed Premises”) for outdoor seating areas, with or without service of alcoholic beverages, subject to Licensee’s compliance with the following conditions and restrictions:

- A. No food preparation shall be allowed. Grills, smokers and similar devices may not be placed on public property.
- B. Tables and chairs may not be placed in any on-street parking space. Access to

- sidewalks and public infrastructure shall not be impeded and landscaping and trees cannot be altered in any way.
- C. Any request for the use of public property that is located in front of a neighboring business or within a shared public space requires written permission by such neighbor.
 - D. If requesting the use of public sidewalks, tables must be located as close to the building wall as possible. Tables or counters cannot be located in such a manner that will deter the use of the sidewalk by pedestrians or obstruct passage.
 - E. Temporary physical barriers must be used to separate an outdoor seating area from the rest of the parking lot or to close driveways. Businesses are required to provide their own barriers for the delineation of spaces.
 - F. ADA parking spaces are required and access to/from those spaces shall not be impeded. An outdoor seating area shall be accessible and shall comply with all applicable federal, state and City laws, ordinances, regulations concerning accessibility and nondiscrimination in the providing of services.
 - G. Tents and igloos may be used. A building permit is required for any structure greater than 700 sf (individually or combined), any fully enclosed or two sided structure greater than 400 sf and any structure located within 12' of another structure if greater than 400 sf.
 - H. Businesses are required to dispose of trash generated from the outdoor seating area. Public trash cans may not be used.

Article 2

Term

This License Agreement is for a term of 188 consecutive days but not later than December 31, 2021. During the aforesaid Term, if the Licensee is a holder of a liquor license in the City, the Extended License Premises shall be deemed the licensed premises of the liquor license. In the event the Licensee fails to perform or defaults in the performance of any of the obligations imposed upon Licensee herein and Licensee fails to cure such default within fifteen days from the date of written notice from Licensor specifying the default by Licensee, then the Licensor shall have the right to terminate the Licensed Premises. Upon notice of termination, Licensee shall be required to remove all appurtenances located on the extended license premise area.

Article 3

Use of Premises

The Licensed Premises shall be used exclusively for an outdoor seating area associated with the licensed restaurant known as _____ at _____, Geneva, Illinois. Approval of any and all expanded temporary outdoor seating is at the sole discretion of the Licensor.

Article 4

Maintenance

The Licensee shall be responsible for the maintenance of the Licensed Premises including keeping same in a clean, neat and serviceable condition.

Article 5

Insurance

Licensee shall procure and maintain during the term of this License Agreement, at its own cost and expense, a policy or policies of insurance, with a solvent and responsible company or companies authorized to do business in Illinois:

A. **Limits of Liability.** Insuring the parties to this License Agreement, as their interests may appear, against public liability, public dram shop and property damage covering the Licensed Premises and the use and operation thereof with limits of not less than One Million Dollars (\$1,000,000.00), aggregating General Liability and Umbrella Liability; **and** One Million Dollars (\$1,000,000.00) in Liquor Liability. Any policy of insurance required to be procured and maintained by Licensee under the provisions of this License Agreement shall provide that it shall not be subject to cancellation except after written notice to Licensor.

B. **Naming Licensor as Additional Insured.** The Licensor shall be named as additional insured on a Primary and Non-Contributory basis with respect to use of public property for the expanded license area.

C. **Hold Harmless Clause.** To the extent permitted by law, Licensee shall hold harmless and indemnify Licensor, its employees and elected and appointed officials against all claims, costs, losses and damages arising out of or resulting from any claim or action, legal or equitable, brought by any member of the general public with regard to the use or intended use of the Licensed Premises.

Article 6

Notices

Any written notice required or permitted under this License Agreement may be personally delivered to the other party or such notice shall be deemed sufficiently given or served if sent by electronic means, or by Registered or Certified Mail, Return Receipt Requested, to Licensor at 22 South First Street, Geneva, Illinois 60134, and to Licensee at (Email) _____, or (Mailing Address) _____, Geneva, Illinois 60134. Either party may designate a different address to which notice shall be sent.

Article 7

Interpretation and Binding Effect

This License Agreement contains all of the agreements of the parties, and there have been no representations or understandings other than those included in this License Agreement. If any provisions of this License Agreement shall be held invalid, the validity of the remainder of this License Agreement shall not be affected thereby. The article headings are for convenience only and do not define, limit or describe the contents. Words of any gender used in this License Agreement shall be held to include any other gender, and the word in the singular number shall be held to include the plural when sense requires. Subject to the terms and conditions herein set forth, this License Agreement shall be binding upon each parties' successors and/or assigns.

Article 8

Delays in Enforcement

No delay on the part of either party in enforcing any provisions of this License Agreement shall be considered as a waiver thereof.

Article 9

Authority to Execute License Agreement

Each party hereby represents to the other that the governing authorities of each party have duly authorized the execution of this License Agreement. Upon request, the secretary, clerk, or similar officer of each party shall deliver to the other party, at the time this License Agreement is executed, a certificate of vote of authorization, setting forth the name of the body granting the authority, the date on which the authority was granted, the manner in which the meeting to consider granting authority was called and, as to Licensee, the number of persons present at the meeting, and a roll call of vote of the persons voting on the question of granting the authority to execute this License Agreement.

Article 10

Miscellaneous

The covenants and agreements herein contained shall be binding upon, apply and inure to the successors, assigns and grantees of both parties.

Article 11

Effective Date

This License Agreement shall be effective on _____, 2021.

Licensor:

CITY OF GENEVA

By: _____

City Administrator

ATTEST:

By: _____

Deputy City Clerk

I, affirm, acknowledge and understand that upon execution of this Temporary License Agreement that I am responsible to comply with all regulations and requirements set forth herein including all City of Geneva Code of Ordinances. I further understand that this Temporary License Agreement WILL EXPIRE ON DECEMBER 31, 2021 and is non-renewable. Any improvements made in reliance of this license must be removed prior to the expiration date.

Licensee:

(Business Name)

By: _____

Title: _____