



## TEMPORARY OUTDOOR PATIO & RETAIL SPACE PILOT PROJECT DECLARATION FORM

Applicant (full corporate name):

Town Business License Number:

Address:

Phone Number:

Contact Name:

Email Address:

Description: The Town of Peace River (the “Town”) is conducting a pilot project (the “Pilot Project”) through which it will allow temporary outdoor patios and retail spaces so businesses can create more space for customers in alignment with Alberta Health Service Guidelines.

In consideration of being permitted to participate in this Pilot Project and establish and use a temporary outdoor patio or temporary outdoor retail space, the Applicant hereby declares, agrees and acknowledges that:

1. The Applicant’s temporary outdoor space will be as shown in the attached plan or drawing;
2. The Applicant has a valid development permit and business license in respect of the property and business with which the temporary outdoor patio or temporary retail space is associated; and
3. The Applicant agrees with and at all times while participating in the Pilot Project shall comply with:
  - a. The attached Schedule A – Terms and Conditions; and
  - b. The Town’s Temporary Outdoor Patio and Retail Space Guidelines.
4. The Applicant must obtain all relevant permissions Alberta Transportation, the AGLC, AHS, and the applicable landlord or property owner

**IMPORTANT:** The Applicant must attach a drawing or plan of the proposed outdoor patio or retail space, to the satisfaction of the Town.

By signing this Declaration Form, I confirm that I have reviewed the attached Schedule A – Terms and Conditions and the Town’s Temporary Outdoor Patio and Retail Space Guidelines, and that I have the authority to bind the Applicant.

Date:

Signature:

Print Name:

Title:

Initials: \_\_\_\_\_

The personal information collected herein is collected pursuant to section 33(c) of the Freedom of Information and Protection of Privacy Act (Alberta) for the purposes of operating the Pilot Project. For questions, please contact the Town’s FOIP Coordinator at 780-624-2574 or at PO Box 6600, 9911-100 Street Peace River, AB T8S 1S4.



## TEMPORARY OUTDOOR PATIO & RETAIL SPACE PILOT PROJECT

### SCHEDULE A: TERMS AND CONDITIONS

#### 1. CONDUCT OF ACTIVITIES

- 1.1. The Applicant shall operate the temporary outdoor patio / retail space and ensure that all activities carried out under this Agreement are carried out:
  - a. In a good, orderly and workmanlike manner;
  - b. In accordance with all applicable Town, Provincial and Federal laws, regulations, orders, bylaws and enactments, and the terms of all required permits and approvals, including those relating to physical distancing;
  - c. In accordance with the Declaration Form, the Town's Temporary Outdoor Patio and Retail Space Guidelines, and these Terms and Conditions (collectively, the "Agreement");
  - d. In such a manner that the site of the Applicant's activities are kept neat, clean and safe; and
  - e. In accordance with any directives issued by the Town.

#### 2. USE OF PUBLIC PROPERTY

- 2.1. If the Applicant uses public property for the purposes of the Pilot Project, including sidewalks, public parks, municipally owned parcels, or reserve parcels ("Public Property") the following terms and conditions shall apply to such use:
  - a. The Applicant shall not modify the Public Property or any improvements thereon (including any landscaping) or affix anything to the Public Property except with the prior written authorization of the Town, which shall be in the Town's sole discretion;
  - b. The Applicant shall not store or keep any furnishings or other items on the Public Property outside of the hours of operation of the outdoor patio or retail space except with the prior written authorization of the Town, which shall be in the Town's sole discretion; and
  - c. The Applicant shall not bring, permit, or allow any hazardous substances (as defined in the Environmental Protection and Enhancement Act) onto the Public Property.
- 2.2. The Applicant's authorization to use Public Property is temporary in nature. No ongoing right to use Public Property outside of the Pilot Project is granted or implied by this Agreement. No exclusive right to occupy Public Property is granted or implied by this Agreement.

#### 3. TERM AND TERMINATION

- 3.1. The Pilot Project shall continue as determined by the Town as described in the Guidelines, unless terminated earlier as described herein or extended by the Town in the Town's sole discretion. This Agreement shall remain in effect until the expiry or termination of the Pilot Project, unless terminated earlier hereunder.

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- 3.2. The Town may terminate the Pilot Project at any time on twenty-four (24) hours' notice to the Applicant, or immediately if:
  - a. The Town Council rejects, defeats, or fails to pass a bylaw amending the Town of Peace River Land Use Bylaw to accommodate the Pilot Project; or
  - b. The Pilot Project is found to be contrary to any applicable Town, Provincial or Federal laws, regulations, orders, bylaws, or enactments, including those relating to physical distancing.
- 3.3. The Town may terminate this Agreement at any time on twenty-four (24) hours' notice to the Applicant, or immediately if:
  - a. The Applicant is found to have breached any term of the Applicant's Declaration Form, including these Terms and Conditions and any other document referenced therein; or
  - b. If the Applicant is using Public Property, the Town requires use of the Public Property and issuing twenty-four hours' notice to the Applicant is not feasible, in the sole opinion of the Town.
- 3.4. The Applicant may terminate this Agreement at any time on notice to the Town.
- 3.5. Within twenty-four (24) hours after the expiry or termination of the Pilot Project or this Agreement, the Applicant shall restore any Public Property used by the Applicant as part of this Pilot Project to its prior condition, subject only to reasonable wear and tear.
- 3.6. If the Town terminates this Agreement pursuant to section 3.3(a), the Applicant shall not be eligible to re-apply to participate in the Pilot Project except with Town approval, which shall be in the Town's sole discretion.

#### **4. LIABILITY, RISK AND INSURANCE**

- 4.1. The Applicant's participation in the Pilot Project and the operations of any outdoor patio or retail space shall be at the Applicant's sole risk and expense.
- 4.2. The Applicant shall indemnify and hold harmless the Town and the Town's officials, managers, employees, contractors and insurers from and against any claim, demand, action, cause of action, costs or damages resulting from the participation in the Pilot Project, the operation of any outdoor patio or retail space, or any negligence, wilful misconduct or breach of this Agreement by the Applicant or the Applicant's officials, officers, directors, managers, employees, contractors, invitees, guests, or any other person for whom the Applicant is responsible at law.
- 4.3. If the Applicant is using any Public Property for the purposes of this Pilot Project, the Applicant shall obtain prior to commencing any work on the Public Property and at all times maintain insurance as follows, at the Applicant's sole expense:
  - a. General liability insurance on an occurrence form in an amount of not less than two million dollars (\$2,000,000.00) per occurrence for personal injury (including death) and / or property damage, which shall name the Town as an additional insured and shall include an

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- undertaking by the insurer to notify the Town at least thirty (30) days prior to cancellation of the policy; and
- b. Property insurance for the full value of the Applicant's equipment, stock, and other property on or being used in respect of the Applicant's activities on the Public Property.
  - 4.4. Concurrently with submitting the Declaration Form, and at any time during the term of this Agreement within five (5) days of request by the Town, the Applicant shall provide the Town with a certificate or certificates of insurance for all insurance policies required to be carried pursuant to this Agreement. The Applicant shall not commence any work in Public Property pursuant to this Agreement unless and until the Applicant receives written approval from the Town of the Applicant's certificate of insurance. Such approval shall in no way detract from the Applicant's obligations hereunder.
  - 4.5. The Applicant shall be responsible for all deductibles and premiums associated with all insurance required to be carried pursuant to this Agreement.
  - 4.6. The Applicant's obligation to obtain insurance shall in no way limit or restrict the Applicant's obligations hereunder to indemnify and hold harmless the Town.

## **5. GENERAL**

- 5.1. The headings in this Agreement are for convenience only and shall not affect their interpretation. Where the singular or masculine form of a term is used in this Agreement, it includes the plural, feminine or neutral, and vice versa.
- 5.2. Any notices to be issued to the Applicant under this Agreement may be issued by delivering such notices to the property identified in the Declaration Form, posting such notices prominently at the property identified in the Declaration Form, or emailing such notices to the email address provided in the Declaration Form. Notices delivered to the property or posted at the property shall be deemed received at the time of delivery or posting, and notices sent by email shall be deemed received the next business day.
- 5.3. Any notices to be issued to the Town under this Agreement may be issued by sending such notices to the Town by email to [amody@peacriver.ca](mailto:amody@peacriver.ca). Notices sent by email shall be deemed received the next business day.
- 5.4. The indemnities and other provisions in this Agreement which by their nature are intended to survive the termination or expiry this Agreement or the Pilot Project shall survive such termination or expiry.
- 5.5. The Applicant's rights under this Agreement are non-transferable.
- 5.6. The Applicant must obtain all permissions, authorizations and approvals necessary from any government or regulatory entities and the owner of any property to be used by the Applicant as part of the Pilot Project (excluding Public Property, the use of which is governed herein).

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