

Temporary Outdoor Dining Area Permit Application

BUSINESS INFORMATION

Name of Business: _____

Business Address: _____

Address of Location for Temporary Outdoor Dining: _____

Business Mailing Address: _____

Contact Person: _____

Email: _____ Phone: _____

Name of Liability Insurance Provider: _____

Business has Liquor License: YES NO

TENTS OR OTHER TEMPORARY STRUCTURES

Will tents or other structures be used: YES NO

If yes, please fill out tent information below:

Size and location of Tent: _____

How is the tent being held in place: _____

Will the tent have electrical?

___ YES ___ NO If yes, what source: _____

Please Note – Tents with sides will require emergency lighting, exits, and exit signs. The flame spread certificate from the tent manufacturer must be attached.

- ATTACH SITE PLAN, IMAGES & TRAFFIC PLAN** outlining the proposed Temporary Outdoor Dining Area and showing the placement of furniture and other elements. Include dimensions where appropriate.
- ATTACH DETAILED DESCRIPTION** of Elements of Outdoor Dining Area (tables, chairs, planters, materials used).
- ATTACH DETAILS FOR TEMPORARY LIGHTING PLAN**, including fixture type, method of connection, distances from source and methods of attachment.
- ATTACH FLAME SPREAD CERTIFICATE** if tents or other structures will be used.

Please label the attachments as **Exhibit A**.



I have read and understand the City Of Universal City Temporary Outdoor Dining Policy and confirm the Temporary Outdoor Dining Area will comply with all State or County Executive Orders or any local Public Health Agency Orders for the COVID-19 Pandemic or authorized extension by City Administration.

Applicant Name: _____ Contact #: _____

Signature of Applicant: _____ Date: _____

Property Owner Name: _____ Contact #: _____

Signature of Property Owner: _____ Date: _____

Adjacent Property Owner Information (if encroaching):

Adjacent Property Owner Name: _____ Contact #: _____

Adjacent Property Owner Signature: _____ Date: _____

Date Approved by City: _____

SUBMIT TO:

Development Services Department
City of Universal City
2150 Universal City Boulevard
Universal City, TX 78148
Phone: 210-659-0333
Fax: 210-659-7062
Email: dsdirector@uctx.gov



**INDEMNITY/HOLD HARMLESS AGREEMENT
USE OF CITY RIGHT OF WAY OR CITY PROPERTY FOR TEMPORARY OUTDOOR DINING**

This indemnity/hold harmless agreement is dated _____ day of _____, _____, and is between _____ (“Indemnitor”), a corporation or other business entity created under the laws of the State of _____, authorized to conduct business in the State of Texas and the City of Universal City, Texas, a home-rule municipality under the laws of the State of Texas.

WHEREAS, Indemnitor has requested permission to use a public sidewalk, public way, or City-owned property adjacent to Indemnitor’s property at _____, for the purpose of Temporary Outdoor Dining in accordance with Indemnitor’s plans and specifications and as depicted in **Exhibit “A”** attached hereto and incorporated herein by reference (“Temporary Outdoor Dining Area”).

NOW, THEREFORE, in consideration of receipt of permission from the City to use the Temporary Outdoor Dining Area in accordance with Indemnitor’s plans, Indemnitor agrees that it will defend, hold harmless, and indemnify the City, its officials, agents, representatives and employees from against, or for all losses, claims, suits, damages, actions, costs, and expenses (including, but not limited to, court costs, attorney’s fees and expert witness fees), judgements, subrogations, or other damages (collectively “Claims”) resulting from any injury to a person or persons or to property, arising out of Indemnitor’s use of the Temporary Outdoor Dining Area, for which Indemnitor, in whole or in part, or anyone for whose acts Indemnitor may be liable, is liable.

Indemnitor further agrees to purchase commercial general liability insurance in conformance with the requirements of the City’s Temporary Outdoor Dining Policy and Procedures, as may be amended from time to time, and maintain such insurance coverage for the duration of the use of the Temporary Outdoor Dining Area. The City shall be named as an additional insured on the policy, as required.

This Agreement shall not be assigned without the written approval of both the Indemnitor and City.

INDEMNITOR:

By: _____

Its: _____

Date: _____



STATE OF TEXAS)
) SS:
COUNTY OF BEXAR)

Before me, a Notary Public, in and for said County and State, this _____ day of _____, 20____, personally appeared _____, as the _____ of _____ who has stated that they are authorized to execute said document and have acknowledged the execution of the foregoing instrument to be his free and voluntary act for and on behalf of the Indemnitor.

Notary Public

Printed: _____

County of Residence: _____

My Commission Expires: _____