

Temporary Outdoor Business Area Declaration (the “Declaration”)

I, the Applicant, do hereby declare that the installation of temporary furniture and other items and the use of temporary outdoor patio or retail space (collectively, the “Use”) at the address set out below, as further described on page 2 of this declaration, will at all times comply with the **Temporary Outdoor Business Area Guidelines** prepared by the District of West Vancouver (the “District”), a copy of which has been provided to me, and with all orders of the British Columbia Minister of Public Safety and Solicitor General, all orders of the British Columbia Provincial Health Officer, and all guidelines and requirements of other authorities having jurisdiction, including, without limitation, WorkSafeBC, in connection with COVID-19. I understand that such orders, guidelines and requirements may change and new ones may be issued, and I am solely responsible for keeping myself informed of, and in compliance with, all such orders, guidelines and requirements in force from time to time.

I acknowledge and agree that:

- 1) the Use will be temporary in nature and will not continue beyond December 31, 2024, unless such date is extended by the District in its sole discretion, and the District may in its sole discretion terminate the Use at any time upon 24 hours’ notice, in which event I will immediately cease the Use and remove all furniture and equipment installed in connection with the Use;
- 2) nothing herein, and no approval or permission of the District in connection with the Use, will constitute or imply any authorization of a permanent patio or outdoor retail space or approval of any matters under provincial jurisdiction;
- 3) if the Use will be located on the District’s road allowance (which includes sidewalks and boulevards), I will not have the right to use such road allowance until I have provided the required certificate of insurance to the District and signed any additional documentation required by the District, including a Street Occupancy Permit; and
- 4) if the Use will be located on the District’s road allowance, then in consideration of the right to use such road allowance, I agree to the terms set out in Schedule A to this Declaration.

I certify that the foregoing statements are accurate and I agree to the foregoing terms. By signing this declaration, I confirm that I have the power and authority to bind the Applicant.

Currently no application or permit fees are payable in connection with the Use.

Applicant Business Name (please print full legal name)

BUS-_____
Business Licence No.

Signature

Date

Name and Title (please print)

Phone

Email

Address of Business

Page 2 of Temporary Outdoor Business Area Declaration

APPLICANT: _____

USE INFORMATION:

Number of chairs _____

Number of tables _____

Other equipment/temporary items, if any _____

Specific location of Temporary Outdoor Business Area – please identify specific location(s) (include diagram or photo)

Schedule A to Temporary Outdoor Business Area Declaration

- 1) Notwithstanding anything to the contrary in the Street Occupancy Permit, the Applicant will obtain and maintain at all times commercial general liability insurance covering claims for bodily injury, death, property damage and property loss with limits of at least \$5,000,000 per accident or occurrence. Such insurance will cover the District as an additional insured, will be primary and not contributory, and will contain a cross-liability clause and a waiver of the insurer's rights of subrogation against the District.
- 2) The Applicant agrees to and does hereby indemnify and hold harmless the District and the District's employees, contractors, and elected and appointed officials (collectively with the District, the "District Parties") from and against any and all claims, costs, expenses, fees (including legal fees and disbursements on a solicitor and own-client basis), proceedings, actions, causes of action, judgments and other liabilities whatsoever (collectively, "Claims") that may at any time be suffered or incurred by, or made, claimed or brought against, any of the District Parties directly or indirectly in connection with or as a result of the Applicant's use of municipal property as a Temporary Outdoor Business Area, including, without limitation, Claims arising from or relating to bodily injury, death, property loss or property damage on or about the Temporary Outdoor Business Area.
- 3) The Applicant hereby releases, remises and discharges the District Parties from any and all Claims that the Applicant or anyone claiming by or through it may suffer or incur, or have, make or bring against the District Parties or any of them, in connection with the Temporary Outdoor Business Area Guidelines, this Declaration, the Street Occupancy Permit or the Applicant's Temporary Outdoor Business Area.