



CLOSE TO EVERYTHING,

Unlike Anything™

TEMPORARY USE PERMIT OUTDOOR DINING OPERATIONS

To assist with the reopening of restaurants in Phase 3 of Governor Pritzker's Restore IL Plan, the City of Elmhurst is allowing expansion opportunities for outdoor seating until such time as Elmhurst enters Phase 5 of Restore IL through Temporary Use Permits. All State Guidelines for Operations in Phase 3 must be followed or permit is subject to revocation.

Hours of Outdoor Dining Operations: 6:00 a.m. – 11:00 p.m.

*****PLEASE PRINT*****

APPLICANT INFORMATION

Restaurant Owner/Operator Information:

Restaurant Name: _____

Restaurant Address: _____

Phone Number: _____ Cell Phone: _____

E-Mail: _____

Contact Last Name: _____ Contact First Name: _____

Emergency Contact Person _____ Cell Phone _____

Signature of Applicant: _____ Date: _____

Property Owner Information (if different from above):

Property Owner Last Name: _____ First Name: _____

Property Owner Address: _____

City: _____ State: _____ Zip _____

Phone Number: _____ Cell Phone: _____

E-Mail: _____

Emergency Contact Person _____ Cell Phone _____

OPERATION INFORMATION

Requested Property Uses:

Sidewalk ___ Public Parking Lot ___ Private Parking Lot ___ On-street Parking Spaces ___

Liquor Service: Yes ___ No ___

Live Music/Outdoor Speakers: Yes ___ No ___ **Hours for Music: 9:00 a.m. – 10:00 p.m.**

Tent Request: Yes ___ No ___ * Staff will contact you directly to discuss any request for tenting outdoor dining operations.

Requested Seating: Please note that outdoor seating capacity cannot exceed the seating capacity of the interior restaurant building under normal operating circumstances.

Interior Restaurant Capacity Under Normal Circumstances: Number of Tables _____

Requested Outdoor Capacity in Phase 3: Number of Tables _____

ADDITIONAL REQUIREMENTS

Must be submitted with application. Application will not be considered without the submittal of the following items.

1. **Site Plan** that illustrates the proposed layout subject to review and approval. *With permission from neighboring businesses, sidewalk seating may extend beyond business frontage during operations subject to City review and approval. Where permission is not obtained, tables may be placed on sidewalks in front of neighboring businesses beginning at 4:30 p.m. daily subject to City review and approval. Site Plan must include the following:*
 - Evidence of required 6ft social distancing requirements
 - Inclusion of a 60" pedestrian walk-way on sidewalks which must be maintained (Pedestrian area cannot encroach on non-ADA tree grates)
 - Any changes to ingress/egress of parking lots if applicable
 - How many parking spaces are being eliminated if applicable
 - Evidence of safety measures/barriers in parking lots/spaces if applicable (Applicants are responsible for any fencing or materials necessary to designate off the area – additional safety barriers will be provided by the City of Elmhurst subject to review)
 - Proof of compliance with ADA requirements
2. **Description:** Attach brief narrative description of outdoor dining operations.
3. **Insurance:** Attach evidence of general liability insurance with limits of not less than \$1,000,000 listing the City of Elmhurst as Certificate Holder
4. **Hold Harmless:** Attach signed Hold Harmless Agreement indemnifying the City of Elmhurst (Exhibit A)
5. **Permissions:** Attach signed letter(s) of permission from property owner and/or neighboring business owners as applicable to your request

ADDITIONAL OPERATIONAL PROCEDURES

- All State of Illinois Phase 3 Outdoor Dining Operation Guidelines Must Be Followed
- All Sidewalks and/or Parking Lots must be cleaned at end of service daily
- All tables placed in front of neighboring businesses without specified business permissions must be removed at end of dining service daily
- No Smoking will be allowed in outdoor dining areas

Applications may be emailed to: Erin Jason at erin.jason@elmhurst.org or submitted in the City Hall drop-box attention Erin Jason. Applications are subject to review and approval and will be reviewed on a first come first served basis during business hours Monday - Friday.

**CITY OF ELMHURST INDEMNITY CLAUSE HOLD HARMLESS AGREEMENT
OUTDOOR DINING OPERATIONS**

“To the fullest extent permitted by law, _____ agrees to
Name of Contractor/Vendor/Facility User
defend, pay on behalf of, indemnify, and hold harmless the City of Elmhurst,
its elected and appointed officials, its agents, employees and volunteers and others
working on behalf of the City of Elmhurst against any and all claims, demands,
suits, or loss, including all costs connected therewith, and for any damages which
may be asserted, claimed or recovered against or from the City of Elmhurst,
its elected and appointed officials, its agents, employees, volunteers or
others working on behalf of the City of Elmhurst by reason of personal injury,
including bodily injury or death and/or property damage, including loss of use
thereof, which arises out of or is in any way connected or associated with this
Agreement.

By:

For the Business Owner

For the City of Elmhurst

Notary

Notary