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Council Member

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Council Member

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Council Member

## Outdoor Sidewalk Café Dining License Application

Dear Manager / Owner:

Enclosed is the paperwork necessary to operate an outdoor sidewalk dining area in the Borough of Stroudsburg. Applications must be submitted annually. Incomplete applications may be rejected.

**\*\*NO OUTDOOR SEATING OR TABLES CAN BE PLACED ON THE SIDEWALKS UNTIL A LICENSE HAS BEEN APPROVED AND ISSUED BY THE BOROUGH OF STROUDSBURG\*\***

The seasonal Outdoor Café Dining License will be effective as of the date of the approval and issuance of the license, through and including **November 1<sup>st</sup>**, for table service during the hours of **6:00 am until 12:00 am (midnight)**.

**\*\*\*Please note the following regulations of the Outdoor Café Dining Ordinance\*\*\***

- ✓ Seasonal Outdoor Café Dining Area must be adjacent to the property line and cannot extend further than 10 feet from the property line. All tables and seating shall be contiguous to the property line (separating of tables not permitted).
- ✓ Sidewalk must be clear and unimpeded for pedestrian traffic with not less than 6 unobstructed feet of sidewalk at every point.
- ✓ Amplified music, whether live or recorded, is not permitted.
- ✓ Patrons and staff cannot be shirtless or shoeless within the licensed area.

**If you are interested in a license for the upcoming season, please submit the following:**

- ✓ A completed Outdoor Sidewalk Café Dining application
- ✓ A scaled diagram of the area you wish to use for the sidewalk café with the following information:
  - Dimension of dining area showing the location of tables, chairs, umbrellas
  - Number of tables, chairs, umbrellas
  - Distance of dining area from obstacles or items such as street lights, sidewalk benches, trash receptacles, alleyways, tree wells, etc.
- ✓ A completed, signed, and NOTARIZED Indemnification Agreement
- ✓ Certificate of Liability Insurance which names the Borough of Stroudsburg as **ADDITIONAL INSURED**
- ✓ Application fee of \$75 for up to 15 seats plus \$5 for each seat above 15

After we receive the above-mentioned items, a field-check of your proposed sidewalk café/dining area location will be performed to determine compliance with the ordinance. Your license will be sent to you when it is approved and processed. If you have any questions, please feel free to contact our office at 570-421-5444, ext 105, or [kdestefano@stroudsburgboro.com](mailto:kdestefano@stroudsburgboro.com).

Thank you,

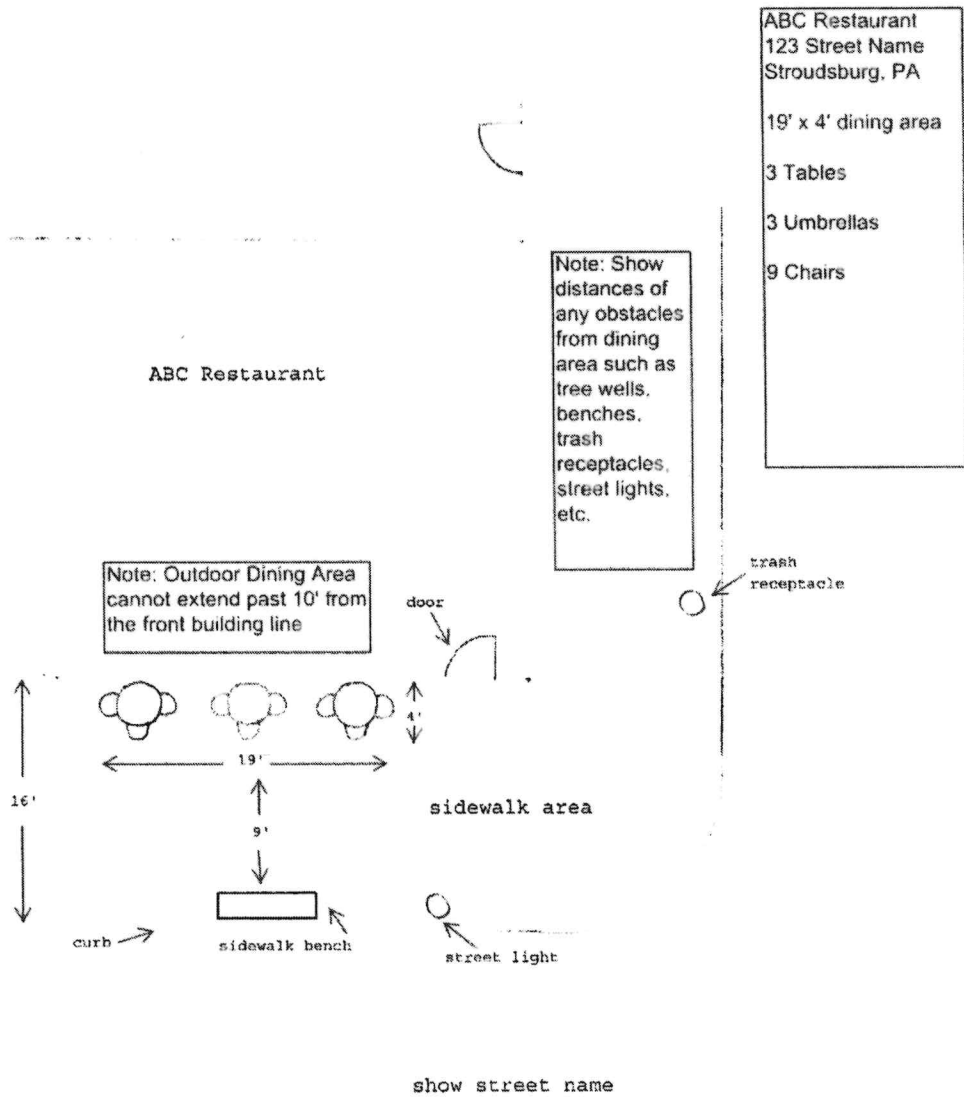
  
Kenelle Destefano  
Codes Enforcement Officer

Christopher Brown, Esq., Borough Solicitor | Lawrence E. Kopp, Borough Manager

Municipal Building, 700 Sarah Street, Stroudsburg, PA 18360  
570-421-5444 (P) | 570-421-2690 (F)  
[www.StroudsburgBoro.com](http://www.StroudsburgBoro.com)

# Sample

## Outdoor Sidewalk Cafe Dining Area Sketch



# APPLICATION FOR OUTDOOR SIDEWALK CAFÉ DINING

**\*OFFICE USE ONLY\***

**PAYMENT INFO**

AMOUNT: \$ \_\_\_\_\_

CHECK #: \_\_\_\_\_

DATE: \_\_\_\_\_

REC'D BY: \_\_\_\_\_

**BOROUGH OF STROUDSBURG  
ZONING/CODES ENFORCEMENT  
700 SARAH STREET  
STROUDSBURG, PA 18360  
Phone (570)421-5444  
Fax (570)421-2690  
www.StroudsburgBoro.com**

**ANNUAL FEE:**  
**\$75 up to 15 seats**  
**+add'l \$5 per seat over 15**

-----  
Up to 15 seats: \$75  
+ (\$5 x \_\_\_ add'l seats): \$ \_\_\_\_\_  
**TOTAL FEE: \$ \_\_\_\_\_**

## I. PROPERTY OWNER INFORMATION

Property Owner's Name: \_\_\_\_\_

Property Owner's Address: \_\_\_\_\_

Property Owner's Phone: \_\_\_\_\_

Property Owner's Mobile Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## II. APPLICANT / BUSINESS INFORMATION

Name of Business: \_\_\_\_\_

Address of Business: \_\_\_\_\_

Monroe County Property I.D.# 1 8 7 3 \_\_\_\_\_

Applicant's Name: \_\_\_\_\_

Applicant's Address: \_\_\_\_\_

Applicant's Phone: \_\_\_\_\_

Applicant's Mobile Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## III. OUTDOOR DINING INFORMATION

Indoor Seating Capacity: \_\_\_\_\_ Proposed Number Of Outdoor Café Dining Seating: \_\_\_\_\_

Please Indicate The Number Of Tables / Chairs / Umbrellas And The Construction Material Of Each:

Tables: # \_\_\_\_\_ Material: \_\_\_\_\_ Chairs: # \_\_\_\_\_ Material: \_\_\_\_\_

Umbrellas: # \_\_\_\_\_ Material: \_\_\_\_\_

Please Provide Your Current Health License Number: \_\_\_\_\_

Do You Hold A Pa Liquor License? \_\_\_\_\_ Yes \_\_\_\_\_ No

\*\*\*\*Include a copy of Liquor License Extension which gives you permission to serve alcohol outdoors\*\*\*\*

## IV. INSURANCE INFORMATION

**\*COMPLETE, SIGN, & NOTARIZE THE ATTACHED INDEMNIFICATION AGREEMENT\***

**Business Insurance Provider: You must include an Insurance Certificate of General Liability listing the Borough of Stroudsburg as an "Additional Insured" for no less than \$500,000.**

**\*\*\* PLEASE COMPLETE ITEMS ON REVERSE SIDE \*\*\***



## LICENSE AND INDEMNIFICATION AGREEMENT

Agreement made, effective as of \_\_\_\_\_ (date) by and between the **Borough of Stroudsburg**, a municipal corporation with its municipal offices at 700 Sarah Street, Stroudsburg, Pennsylvania 18360, herein referred to as Licensor, and \_\_\_\_\_ (business owner) of \_\_\_\_\_ (business name), located at \_\_\_\_\_ (business address) Stroudsburg, Pennsylvania 18360, hereto referred to as Licensee.

### RECITALS

1. Licensee is the (check the appropriate line)

\_\_\_\_\_ Owner of the premises located at \_\_\_\_\_  
and the operator of the business known as \_\_\_\_\_  
at the premises.

\_\_\_\_\_ Occupant of the premises located at \_\_\_\_\_  
and the owner of the business operated at the premises.

2. The Borough of Stroudsburg is vested with the authority to regulate activity and conduct on the sidewalks located adjacent to licensee's business premises.

3. Licensee desires to license from the Borough of Stroudsburg pursuant to its Ordinance No. 920, at a fee, the right to maintain a Seasonal Outdoor Café Dining Area on a portion of the sidewalk located between licensee's business premises and the street subject to the terms of the aforesaid Ordinance No. 920 and the terms of this License and Indemnification Agreement.

In consideration of the mutual promises contained in this agreement and intending to be legally bound, the parties agree as follows:

### SECTION ONE: GRANT OF LICENSE; DESCRIPTION OF PREMISES

Upon payment of **non-refundable license fee of \$75.00** and execution of this Agreement, The Borough of Stroudsburg grants to licensee a license to occupy and use, subject to all of the terms and conditions of this agreement and the aforesaid Ordinance No. 920, a portion of the sidewalk located between licensee's business premises and the street.

### SECTION TWO: LIMITATION TO DESCRIBED PURPOSE

The above-described property may be occupied and used by licensee solely for placement of a Seasonal Outdoor Café Dining Area during the period commencing with the issuance of this license and continuing until this license is terminated as provided in this agreement.

### **SECTION THREE: MAINTENANCE OF THE LICENSE AREA**

Licensee is and shall be solely responsible for maintenance of the sidewalk area, including snow and debris removal, which shall include maintenance of a Seasonal Outdoor Café Dining Area in a condition that poses no risk of injury to person or property in or adjacent to the sidewalk area.

In event licensee fails to maintain the license area as set forth above, the Borough of Stroudsburg shall have the right to perform the maintenance and assess licensee the cost materials and labor at licensee's ordinary labor rates. Licensee agrees that should it fail to pay the cost of maintenance so assessed, the Borough of Stroudsburg shall have the right to lien the unpaid cost in the same manner as any unpaid municipal assessment.

Licensee shall bear the risk of loss as to the property located within the license area.

### **SECTION FOUR: TERMINATION**

The Borough may terminate this agreement and the license without cause at any time upon revocation of Ordinance No. 920.

### **SECTION FIVE: LICENSE REVOCABLE**

A. Notwithstanding the expenditure of funds by licensee in reliance upon this license agreement, the parties agree that this license agreement shall be at all times revocable, shall not run with the land, and shall terminate automatically upon transfer of licensee's business or revocation of Ordinance No. 920.

B. On any termination of this agreement, licensee shall quit the above-described licensed area and remove the Seasonal Outdoor Café Dining Area and other property located on the sidewalk.

C. In addition to the right to assess for maintenance costs, the Borough of Stroudsburg shall have the right to terminate this agreement immediately upon notice should licensee fail to maintain the license area or correct any violations.

### **SECTION SIX: INDEMNITY AND INSURANCE**

A. Licensee shall indemnify the Borough of Stroudsburg against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by licensee to perform any of the terms or conditions of this license agreement, (2) any injury or damage happening on or about the licensed premises including, but not limited to, any injury or damage happening to licensee or a third party as a consequence of the negligence, claimed or otherwise, of the Borough of Stroudsburg, (3) failure to comply with any law of any governmental authority, or (4) any mechanic's lien or security interest filed against the licensed area or premises, (5) licensee further agrees to indemnify and to save the Borough of Stroudsburg harmless from and against all liability, loss, claims, damages and judgments arising from injury during the license term, or any renewal thereof, to persons on the property, occasioned by acts or omissions of licensee or the Borough of Stroudsburg arising out of or due to the negligence of either

B. Licensee, at its own proper cost and expense, shall obtain and maintain, at licensee's expense, insurance against liability for bodily injury in the amount not less than \$300,000.00 per person and \$500,000.00 per occurrence and property damages at insurable value, and name the Borough of Stroudsburg as ADDITIONAL INSURED. All insurance provided by licensee as required by this section shall be carried in favor of the Borough of Stroudsburg and licensee as their respective interests may appear.

## **SECTION SEVEN: GOVERNING LAW**

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

## **SECTION EIGHT: ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

## **SECTION NINE: MODIFICATION OF AGREEMENT**

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

## **SECTION TEN: NOTICES**

Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

## **SECTION ELEVEN: ATTORNEY FEES**

In the event that any lawsuit is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

## **SECTION TWELVE: ASSIGNMENT OF RIGHTS**

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

**APPLICANT'S STATEMENT (LICENSEE)**

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at Stroudsburg, Pennsylvania on the date indicated below.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
APPLICANT

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF MONROE:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

\_\_\_\_\_  
Notary Public

[Seal]

**BOROUGH OF STROUDSBURG (LICENSOR)**

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at Stroudsburg, Pennsylvania on the date indicated below.

Attest:

Borough of Stroudsburg

\_\_\_\_\_  
Borough Manager / Secretary

\_\_\_\_\_  
President, Stroudsburg Borough Council

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF MONROE:

On this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for said County and State, the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged himself / herself to be the President of the Borough of Stroudsburg Council, a political subdivision of the Commonwealth of Pennsylvania, and that as such President, being authorized to do so, executed the foregoing instrument for the purposes herein contained by signing the name of the Borough by himself / herself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

[Seal]