



# City of Beacon New York

## *Sidewalk Café Permit Application*

Date: \_\_\_\_\_

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

Business Location: \_\_\_\_\_

Section \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_

Business Owner Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Alcohol served at café tables  Yes  No

If alcohol is served at café tables please provide us with documentation from the liquor authority that allows you to do so.

Applicant must submit a diagram or illustration, as near to scale as possible and drawn in compliance with requirements set forth in Chapter 191-4(D)(1-4) showing dimensions of proposed sidewalk café, unoccupied spaces on abutting public sidewalk(s), and the appropriate location of all furniture to be situated therein.

Applicant must provide a certificate of general comprehensive liability insurance naming the applicant and the City of Beacon, its officers, agents and employees as named insured, with limits of \$1,000,000 for property damages and \$1,000,000 for personal injury and any such general comprehensive liability insurance policy shall be kept in effect for the duration of the permit.

**Applicant Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **\$25 Application Fee paid on:** \_\_\_\_\_

*Office use only:* \_\_\_\_\_

\_\_\_\_\_ **Approved – Effective January 1<sup>st</sup> to December 31<sup>st</sup> of the Year** \_\_\_\_\_

\_\_\_\_\_ **Not Approved**

**Authorizing Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



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## HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This Hold Harmless and Indemnification Agreement (“Agreement”) is entered into by and  
between \_\_\_\_\_

hereinafter “permitter”, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Beacon,  
New York

### Agreement

For valuable consideration, the receipt of which is hereby acknowledged, permittee and permitter agree as follows:

Permittee shall indemnify and hold harmless permitter from any and all claims, actions, and judgments, including all costs of defense and attorney’s fees incurred in defending against same, arising from a Sidewalk Café permittee’s actions including the acts of permittee’s agents and employees. Permitter shall be entitled, in its reasonable discretion, to settle claims prior to suit or judgment, and in such event permittee shall indemnify and hold harmless permitter for any such claims paid, including permitter’s reasonable attorney fees incurred resulting from such claims. In the event any claim or suit is brought against permitter within the scope of this agreement, permittee shall pay for legal counsel chosen by permitter to defend against same. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to a reasonable attorney’s fees, which may be set by the court in the same action, or any separate action brought for that purpose, in addition to any other relief such party may be entitled. This agreement shall be interpreted under the laws of the State of New York.

\_\_\_\_\_  
By Permittee (Café Sidewalk Operator)

\_\_\_\_\_  
Date

\_\_\_\_\_  
By Permitter (City of Beacon)

\_\_\_\_\_  
Date