



Outdoor Tables and Seating License Application and Agreement

Section 1: License Application

Name & Address of Premises: _____

Name of Licensee: _____

Address: _____

E-Mail Address: _____ Phone: _____ Fax: _____

City Occupational License Number: _____

Organization Type: Sole Proprietorship Partnership/LLC Corporation Other

Name of Property Owner: _____

Address: _____

E-Mail Address: _____ Phone: _____ Fax: _____

City Occupational License Number: _____

Organization Type: Sole Proprietorship Partnership/LLC Corporation Other

Name and Contact Information for Person Responsible for Compliance:

Number of Two-Top Tables: _____ Number of Four-Top Tables or Larger: _____

Also to be included with this Application:

- 1.) Diagram drawn to scale depicting number, type, and dimensions of tables and seating. Diagram must show width of sidewalk including distance from building and street curb. Diagram should also include utility poles, signs, meters, or any other object that would obstruct the necessary 4 feet of passable space.*
- 2.) Photos or other depiction of the exact type of outdoor tables and seating to be used.*
- 3.) If the applicant is not the owner of the premises, permission from the owner of the premises.*
- 4.) Appropriate fees. (\$20 for each 2-top table, \$40 for each 4-top table or larger)
- 5.) Certificate of Liability Insurance naming Covington as an additional insured entity.

***Items 1, 2, and 3 are required only for first-time Licensees or if any changes have occurred from a previously granted License.**

Section 2: License Agreement

The Licensee hereby agrees to the following Terms and Conditions for any license granted by the City Manager:

1. The term of the License shall begin on the approval date written on the License and shall expire on December 31st of the license year ("License Period"). The Licensee shall be permitted to place tables and seating on the public sidewalks on a continuous basis from March 1 through October 31. Tables and seating shall not be placed on public sidewalks on a continuous basis from November 1 through February 28. However, the Licensee may place tables and seating on the public sidewalk intermittently during this period if appropriate weather occurs.
2. The Licensee shall comply will all applicable federal, state, and City statutes and regulations including Covington Code of Ordinances § 96.70.
3. The Licensee hereby releases, indemnifies, and holds the City of Covington harmless from liability for personal injury and/or property damage resulting from the use of tables and seating;
4. The Licensee shall provide adequate trash receptacles outdoors for the tables and seating and shall empty these receptacles at reasonable time intervals to ensure that the receptacles do not overflow with trash and debris onto the public right-of-way;
5. The Licensee shall clean the right-of-way on which tables and seating are placed, including sidewalks and abutting curbs and gutters, of all litter and debris each night after outdoor service is finished;
6. The Licensee shall permit outdoor service only until 12:45 a.m. every night, with all outside seating prohibited after 1:00 A.M. An exception shall be made with regard to the public plaza around the Goose Girl Fountain, where the License will permit outdoor service only until 10:45 p.m., Sunday through Thursday, with all outside seating prohibited after 11:00 p.m., and until 11:45 p.m. on Friday and Saturday, with all outside seating prohibited after midnight;
7. All outdoor music over public sidewalks or plazas, whether live or amplified by outdoor speakers, will cease at 10:00 p.m. An exception shall be made for Licenses located in the Roebling Point Business District, where the License will permit outdoor music until 11 p.m., Sunday through Thursday, and midnight on Friday and Saturday. Approved special events and festivals are excepted from this provision;
8. The Licensee is the owner of the property abutting the sidewalk or has attached certification of ownership from the Licensee's landlord;
9. The Licensee, at its sole expense, shall maintain comprehensive general liability insurance, protecting against all claims for personal injury, death, or property damage occurring upon, in, or about the licensed premises resulting from the use of occupancy thereof, with a minimum of \$50,000 in coverage and limits acceptable to the City for the entire term of the License Agreement and any extension thereof. The City must be named in this policy as an Additional Insured entity. The Licensee shall include copies of all policies of insurance with evidence of the payment of the premiums thereon with his, her, or its application. Licensee shall deliver to the City at least ten days prior to the expiration of such policy, evidence that it has been renewed. All policies of insurance carried hereunder shall provide that they cannot be cancelled without giving at least ten days prior written notice to the City and shall be written by insurance companies licensed by the Commonwealth of Kentucky and reasonably satisfactory to the City. Any insurance carried by a Licensee on his, her, or its own property or for his, her, or its own benefit in connection with this

ordinance shall contain a clause waiving any claim by the insurance company for subrogation against the City;

10. The City shall retain during the License Period, for itself and the public, a four-foot easement through the Licensed Premises (“pedestrian way”). The Licensee shall keep the pedestrian way clear at all times. Tables and seating shall not be allowed in this pedestrian easement. Service and consumption of the Licensee’s food and drink shall be allowed only to those who are seated in the Licensed Premises. All seating must accompany tables. Tables and chairs may be moved together to allow patrons to sit together so long as the pedestrian way is maintained. This requirement shall be strictly enforced.
11. No alcoholic beverages shall be served or consumed on the public sidewalk, unless the portion of the public sidewalk where the permitted tables and seating are located is included in the “licensed premises” for a licensed liquor by the drink restaurant, tavern, or dining facility as approved by the City Alcoholic Beverage Control Administrator and the state Department of Alcoholic Beverage Control or otherwise allowed by law and the license holder enters into a separate license agreement with the City;
12. It shall be the responsibility of the Licensee to maintain the licensed premises in orderly fashion, including requiring that all persons within the licensed premises behave in an orderly fashion and do not generate excessive noise. This requirement shall be strictly enforced.
13. The Licensee and, if different from the Licensee, the Property Owner, shall remain in good standing on all City accounts during the License Period and shall not be issued a license if any City taxes or fees or any property maintenance code violations are outstanding.
14. A license is subject to revocation pursuant to the provisions of Covington Code of Ordinances § 96.70.

HEREBY SEEN AND AGREED:

Person Authorized to Sign on Behalf of Applicant

Date

Print Name: _____

Title: _____



2016 Outdoor Tables and Seating License

Total Number of Two-Top Tables: _____ @ \$20.00 Each = \$ _____
Total Number of Four-Top Tables or Larger: _____ @ \$40.00 Each = \$ _____
Total License Fee \$ _____

PERMIT # _____

Approved By:

Mike Yeager, City Engineer

Date

Larry Klein, City Manager

Date

(Commissioner's Ordinance No. O-14-09; O-23-10; O-5-13)