



Outdoor Dining Application - Sidewalks

City of Dover, New Hampshire Dover
Fire & Rescue
Inspection Services Division
Physical Address: 262 Sixth Street
Mailing Address: 288 Central Avenue
Dover, NH 03820
NH Telephone: (603) 516-6038
Fax: (603) 516-6146

- Private property (no fee required)
- Public property
- Will include seasonal use of outdoor heaters
- Requesting use of City sidewalk for seating

Please complete the following application and submit it to the City of Dover, Inspection Services Division Office. Applications can be e-mailed to dover-inspections@dover.nh.gov or delivered to 262 Sixth St; Dover NH.

Applicant/Restaurant Name: _____

Address (Street/City/State/Zip): _____

Phone number(s): _____ Email: _____

Address of proposed Dining Area (*if different than restaurant address*): _____

Owner of real property where restaurant is located: _____

Address (Street/City/State/Zip): _____

Phone number(s): _____ Email: _____

The following documents shall accompany this application.

- 1) A plan or sketch depicting the following: outline of the proposed space; proposed table layout; entrance/exits; any adjacent traffic/parking/sidewalk areas; lighting; outdoor heaters. Lighting capacity will help staff determine the hours of operation for safely conducting business outside. Indicate quantity and location of any proposed heating fuel storage. Fuel shall not be stored inside.
- 2) Copy of license, once obtained, from New Hampshire Liquor Commission, if applicant intends to serve alcohol.
- 3) Certificate(s) of insurance (see insurance requirements below).

The following terms of this permit and use agreement shall take effect once this signed, completed application is approved and signed by the City of Dover Fire Chief and Community Services Director:

- a) This application is solely for use of sidewalk space. A separate application is required from the Police Department for use of public parking spaces.
- b) The term of this permit and use agreement is from May 15, 2022 to and including November 15, 2022. A fee of \$50 is due to the Inspection Services Division at the inception of this permit and use agreement.
- c) The applicant will at all times abide by the City of Dover's Food Service Establishment ordinances (Dover Code Chapter 85), as well as Dover Code 125-20.
- d) The applicant, if a restaurant, shall continue to follow the 2017 food code regulations.
- e) The applicant may use planters or pots to define the outdoor dining space but they are not required.
- f) The applicant shall at all times comply with any and all applicable federal, state, and local laws, including but not limited to those stated above, the requirements of the Americans with Disabilities Act ("ADA"), the laws promulgated or enforced by the New Hampshire State Liquor Commission, and any applicable building, fire, safety, life safety, or other such codes, whichever is most stringent.
- g) The applicant shall not cause any harm or damage to public property, including but not limited to pavement surfaces and/or City barricades.
- h) This agreement shall be governed and construed in accordance with the laws of the State of New Hampshire.

- i) All documents accompanying or required by this permit and use agreement are incorporated herein as substantive terms and conditions. This permit and use agreement is expressly conditioned upon the representations and continuing validity of the aforesaid documents. If any such document or consent is revoked, terminated, suspended, or otherwise adversely impacted for any reason, the City reserves the right to revoke and terminate this permit and use agreement.
- j) The applicant agrees and acknowledges that its use of the sidewalk is at applicant's sole risk and liability. The applicant has the sole obligation to comply and ensure compliance with any and all applicable federal, state, or local law. The applicant agrees to and shall defend (with counsel acceptable to the City of Dover), indemnify, and hold harmless the City of Dover and the City of Dover's public officials, officers, employees, agents, and/or contractors (collectively "Indemnitees") for any injury, bodily injury, property damage, accident, fire, loss, theft or other casualty of any kind whatsoever, including but not limited to injuries or damages caused by or to customers/clients or to others or to real or personal property, which occurs or is alleged to have occur in relation to and/or arising out of (i) the exercise of any right or privilege or permission granted by this permit and use agreement once approved; and/or (ii) applicant's failure to comply with applicable federal, state, or local law, and/or (iii) the placement, location, efficacy, adequacy, condition, and/or suitability of any objects or equipment placed or used by applicant. Nothing within this agreement shall be deemed to constitute a waiver of any immunity of the City of Dover, which immunities are reserved to the City of Dover.
- k) If the outdoor dining area is on City of Dover property or any property controlled by the City of Dover, the applicant acknowledges and agrees that it shall secure and maintain the following policy or policies at no cost to the City of Dover for the duration of the use: (i) a General Liability Insurance policy with coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, and (ii) if alcohol is served by the applicant, a liquor liability endorsement including coverage of at least \$1,000,000 per occurrence and \$1,000,000 in the aggregate. The City of Dover shall be listed as an additional insured on all required policies of the applicant, which coverage shall apply on a primary and noncontributory basis, and, subject to the dollar amounts specified above, cover the City of Dover with the same scope of coverage provided to the licensee under the general liability policy without subjecting the City of Dover to any different or additional terms, conditions, limitations or exclusions. An insurance certificate shall be supplied to the City of Dover, proof of an endorsement or policy additional insured provisions confirming the City of Dover's additional insured status.
- l) Pursuant to RSA 72:23, I(b), the applicant shall, no later than the due date, pay all properly assessed real and personal property taxes on the sidewalk area they are using and occupying, to include all current and potential real and personal property taxes. The applicant shall pay real and personal property taxes on structures or improvements added by the applicant. Failure of the applicant to pay the duly assessed personal and real estate taxes when due shall be cause to terminate this permit and use agreement.
- m) The City has the right to amend or revoke this permit and use agreement for good cause, as well as the right to revoke any temporary licenses at any time for non-compliance, or for failure to meet any condition.

I/We have reviewed the foregoing and understand, acknowledge, and agree to the foregoing conditions and terms. I/We acknowledge that the failure to comply with outdoor dining requirements may result in the suspension/revocation of the outdoor dining permit.

Applicant Signature

Date

****CITY OF DOVER USE ONLY****

**** OFFICE USE ONLY – DO NOT WRITE IN THIS SPACE ****

Fee \$ _____ (\$50) Cash \$ _____ Check # _____

Health Inspector Approval: _____ **Date** _____

THIS LICENSE IS ISSUED with these additional conditions: DENIED for the following reason(s):

Approved By: _____ Date: _____
Fire Chief, or designee

Approved By: _____ Date: _____
Community Services Director, or designee