



OUTDOOR DINING INSTRUCTIONS

The following documents shall accompany this application.

- 1) A plan or sketch depicting the following:
 - a) Outline of the proposed space
 - b) Proposed table layout
 - c) Entrance/exits of both the dining area and the primary building
 - d) Enclosing features (barricades/ropes/planters, etc.)
 - e) Any adjacent traffic/parking/sidewalk areas
 - f) Lighting: Lighting capacity will help staff determine the hours of operation for safely conducting business outside.
 - g) Outdoor heaters: Please indicate quantity and location of any proposed heating fuel storage. Fuel shall not be stored inside.

- 2) Dining on Public Property: Copy of license, once obtained, from New Hampshire Liquor Commission, if applicant intends to serve alcohol (See example), which includes:
 - a) Naming the City of Dover as an additional insured.
 - b) Including the Liquor Liability (if serving alcohol).

- 3) Dining on Public Property: Certificate(s) of Insurance (see insurance requirements below and example.)
 - a) The applicant will at all times abide by [Dover Code Chapter 85: Food Service Establishments](#)), as well as [Dover Code Chapter 125-20 Sidewalk Seating and Outdoor Dining](#).
 - b) The applicant, if a restaurant, shall continue to follow the 2017 food code regulations.
 - c) The applicant shall not cause any harm or damage to public property, including but not limited to pavement surfaces and/or City barricades.
 - d) This agreement shall be governed and construed in accordance with the laws of the State of New Hampshire.
 - e) All documents accompanying or required by this permit and use agreement are incorporated herein as substantive terms and conditions. This permit and use agreement are 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.
 - f) The applicant agrees and acknowledges that its use of public property 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.



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- g) 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.
- h) 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 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.
- i) 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Company	CONTACT NAME: Bob Smith ASCR	INSURER(S) AFFORDING COVERAGE	NAIC #
	PHONE (A/C, No, Ext): (603) 123-4567		
	E-MAIL ADDRESS: Bob.Smith@acmeinsurance.com	INSURER A: Ace Insurance Company	33333
INSURED Business Name		INSURER B: Beta Insurance Company	44444
		INSURER C: Chance National Insurance Company	12345
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2023 - 2024

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		ABC1234567-11	03/01/2023	03/01/2024	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 300,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			DEF1234567-11	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB			GHI1234567-11	03/01/2023	03/01/2024	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	JKL1234567	03/01/2023	03/01/2024	<input checked="" type="checkbox"/> PER STATUTE	3A State: NH
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Liquor Liability	Y		MNO1234567-11	03/01/2023	03/01/2024	Each common cause	\$ 1,000,000
							Aggregate limit	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Dover NH is listed as additional insured for ongoing operations when required by written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

City of Dover NH
288 Central Avenue

Dover

NH 03820

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Signature



State of New Hampshire Liquor Commission



XYZ Business

RESTAURANT

ON-PREMISES BEVERAGE/WINE/LIQUOR

License No. **1234567**

Effective Date: **02/28/2023**

Expires: **02/28/2024**

MAIN SEATS: **70**

This license is issued and is subject to the conditions prescribed in Title XIII of the revised statutes annotated and regulations enacted by the commission thereunder. This license is effective for the period specified above unless sooner revoked and is not transferable.

State Liquor Commission

Joseph W. Mollica, Chairman

Nicole Brassard Jordan Dep Commissioner