CITY OF KNOXVILLE Last revised 4/10/17

Limited Use Agreement Application

Date: _____

Address of Proposed Patio Location: _____

Applicant's Name and Business Entity: _____

Applicant's Relationship to Proposed Patio Location:

☐ Owner ☐ Tenant ☐ Neighbor ☐Other:_____

Contact Information for communications regarding this Application:

Name: _____

Mailing Address: _____

Primary Phone:_____ Alternate Phone: _____

Email address: _____(REQUIRED)

Owner of Proposed Patio Location (if different than Contact Information above):

Name: _____

Mailing Address: _____

Primary Phone: _____ Alternate Phone: _____

Email address: _____(REQUIRED)

If food, liquor or beer will be served within the sidewalk use area, please provide the following information for the premises:

Current Food Service Permit Number: _____

Current Liquor License Number: _____

Current Beer Permit Number: _____

Have you ever had a license and/or permit revoked or suspended?

NO □ YES □ IF YES, ATTACH EXPLANATION

Have you or your business entity been cited for any violations of the municipal code or health code within the last twelve (12) months preceding the date of application?

NO □ YES □ IF YES, ATTACH EXPLANATION

I attest that all information included in this Application is true and accurate.

Applicant's Signature: _____ Date: _____

Property Owner's Signature: _____ Date: _____

Approved by: **For City Use Only (Please Print Name and Sign for Approval)**

Printed Name:	Signature:	Department:	Date signed:
_____	_____	Policy Development	_____
_____	_____	Bldg. Codes (zoning)	_____
_____	_____	Bldg. Codes (building)	_____
_____	_____	Fire Inspections	_____
_____	_____	Engineering	_____
_____	_____	Law	_____

Required Attachments For All Limited Use Agreement Applications:

Please check boxes and submit this page and all attachments with your application.

☐ **Property Map and Details Report from KGIS.** Search by address, parcel number or owner's name at http://www.kgis.org.

☐ **Site Plan for Proposed Sidewalk Use (see attached sample)**. The limited use area may be a rectangular area directly contiguous to the exterior of the subject storefront. The area may not extend into a designated fire lane. On Market Square, the sidewalk use area may extend a maximum of ten (10) feet from the building. The site plan will be reviewed by the City's Engineering, Building Inspections and Fire Departments and must meet all applicable city codes. The site plan must be stamped by the Fire Marshall's Office and kept on site at all times. The site plan must include all dimensions and show all furniture plans, railing details, fire hydrants, light poles, and planters, if requested.

☐ **Certificate of Commercial General Liability Insurance** - The Permittee will procure and maintain for the duration of this Agreement insurance of the types and in the amounts described below against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement.

A. ***Commercial General and Umbrella Liability Insurance***; occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than $2,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than $3,000,000. Such insurance shall:

1. Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Permittee including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.
2. For any claims related to this project, Permittee's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Permittee's insurance and shall not contribute with it.
3. At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

B. ***Workers' Compensation Insurance***. Permittee shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than $500,000. Permittee shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Permittee's workers' compensation insurance coverage. Such insurance shall include a waiver of subrogation in favor of the City.

C. ***Other Insurance Requirements***. Permittee shall:

1. Prior to commencement of services, furnish the City with original certificates and amendatory endorsements (see list below) effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the Law Director, City of Knoxville, P.O. Box 1631, Knoxville, Tennessee 37901.
2. Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.

3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.

4. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.

5. Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Permittee's insurance) in the same manner as specified for Permittee. Permittee shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.

6. Any deductibles and/or self-insured retentions greater than $50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the City.

7. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Permittee for the City.

All policies must be written on an occurrence basis. Use of policies written on a claims made basis must be approved by the City and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed.

Required Endorsements to Certificate of Insurance:

- **Additional insureds** as to **General Commercial Liability** – must name "the City of Knoxville, its officials, officers, employees and volunteers" as the additional insured
- **Waiver of subrogation** as to **General Commercial Liability** coverage
- **Waiver of subrogation** as to the **Workers' Compensation** coverage
- **Primary/non-contributory** as to **General Commercial Liability** coverage

Check for $200.00, made payable to the City of Knoxville.

Please Check Applicable Boxes Below:

I am an existing agreement holder, and my location has an awning or canopy.

I plan to install an awning or canopy. Contact Plans Review and Inspections at 215-3669. You may not begin installation until you have obtained a building permit

My business is located in a designated Historic District. If you plan to install an awning or canopy, you must also have your design approved by the Historic Zoning Commission. Contact Kaye Graybeal at 215-3795, kaye.graybeal@knoxmpc.org, to discuss the design review process. There will be an additional $70 processing fee assessed by the HZC.

I plan to install a rail. Include rail detail with application.

I wish for my patio area to extend laterally beyond my building, to the sidewalk use area in front of an adjacent building. You must attach a letter from the property owner of the adjacent building explicitly granting you permission to enter into a limited use agreement with the City of Knoxville for use of said area. The letter should contain the address of the adjacent property as well as the owner's name and signature.

Limited Use Agreement
Application Procedure:

Please complete your application and send or deliver **the application and all required attachments**, including a **check in the amount of $200.00** made payable to the City of Knoxville, to:
Rick Emmett, Downtown Coordinator
City of Knoxville
400 Main Street, Suite 655E
Knoxville, Tennessee, 37902

The City will review your application and someone may call you if additional information is needed. If approved, we will send you a Limited Use Agreement and a Right-of-way Permit for your review and we will then call you to set up an appointment to obtain your signature on these documents. We will make every effort to process your application as quickly as possible.

Renewal Procedure:

You must submit a new application for a Limited Use Agreement six (6) months prior to the expiration date of your current Agreement. The agreement is non-transferrable.

Questions?

General Questions – Rick Emmett, 215-3837, remmett@knoxvilletn.gov

Building Permits – Peter Ahrens, 215-3669, pahrens@knoxvilletn.gov

Fire Marshall – Sonny Partin, 215-2283, spartin@knoxvilletn.gov

Historic Zoning Commission – Kaye Graybeal, 215-3795, kaye.graybeal@knoxmpc.org

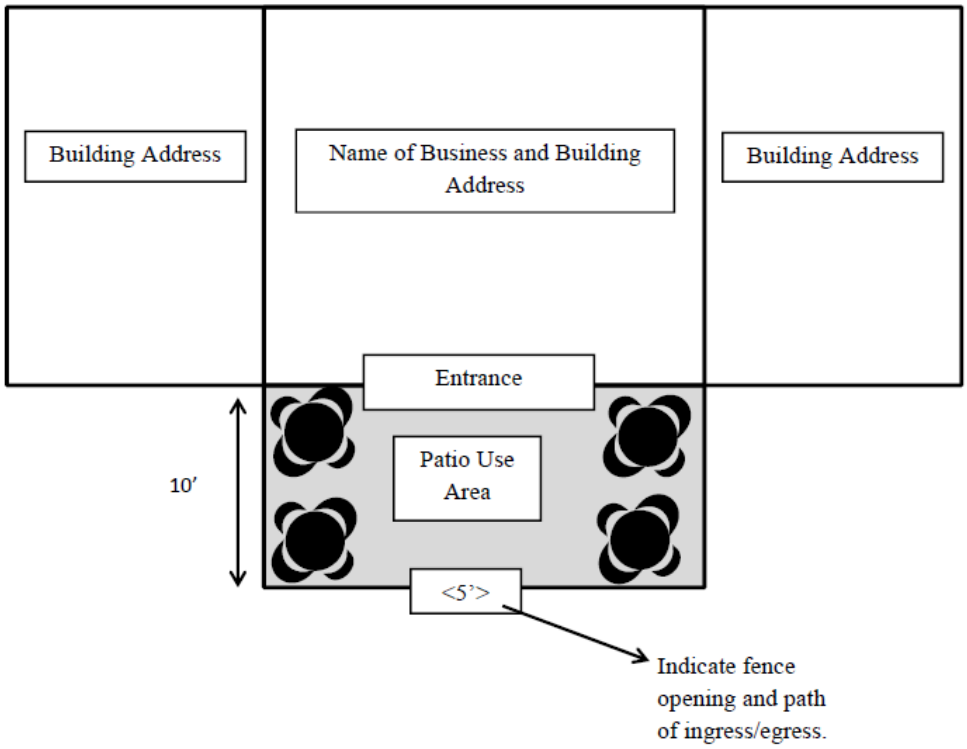
Engineering – Mark Johnson, 215-2608, mjohnson@knoxvilletn.gov

MPC - Mike Reynolds, 215-3827, mike.reynolds@knoxmpc.org

Insurance requirements – Brenda Conn, 215-2050, bconn@knoxvilletn.gov

Sample Site Plan – for MARKET SQUARE ONLY

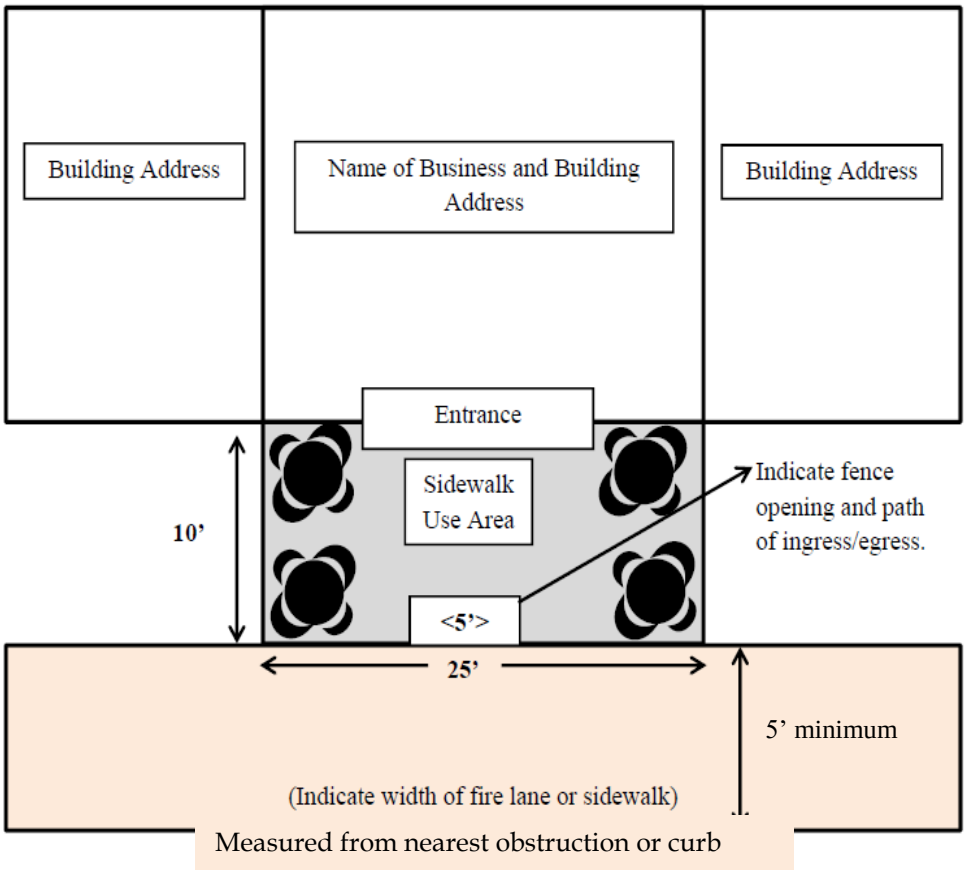
Name of Applicant
Name of Business
Address of Business



FOR MARKET SQUARE PATIO AREA LIMITED USE AGREEMENTS

Sample Site Plan –FOR DOWNTOWN ONLY - (NOT Market Square)

Name of Applicant
Name of Business
Address of Business



FOR DOWNTOWN SIDEWALK LIMITED USE AGREEMENTS

(Identify fire hydrants, street light poles, street signs, and planters)

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Limited Use Agreement Rules & Regulations

1. A limited use agreement is valid for four (4) years from the date of issuance. To continue the agreement beyond four years, you must submit a new application six (6) months prior to expiration of the current agreement. The limited use agreement is issued to the Permittee named in the application, is only valid for the business noted on the application, and is non-transferrable. Any change of business or occupancy will require a new agreement.

2. All sidewalk uses must adhere to the size, design, layout, and any other specifications approved by the City at all times. Strict adherence to required standards as set forth herein is mandatory. All uses other than those described in the application require prior approval from the City. All signage in the use area is strictly prohibited, including on any rail.

3. City code enforcement officers and other appropriate City officials may inspect any and all patio use areas after the use agreement has been issued and the patio is in operation. Any violations of these rules and regulations, or any deviation from approved plans or willful omissions of the application will result in revocation of the limited use agreement.

4. The following are strictly <u>prohibited</u> in or on the patio use area.

    a. The cooking or preparation of any food.*
    b. The storage of any food, beer and alcoholic or non-alcoholic beverage containers, including but not limited to vending machines, carts, cartons, kegs, boxes, bottles, or other such containers.
    c. The placement or drilling of any stakes, rods, support poles, or holes for whatever purpose, unless permission granted by written waiver.
    d. The placement of any permanent fixtures.
    e. The lighting of fires.
    f. Propane, gas-powered, or portable heaters.
    g. Anything else that could cause physical or structural damage to the sidewalk use area, or cause unreasonable disturbance to the neighborhood, as determined by the City.

5. It is the Permittee's responsibility to ensure that the business's commercial liability insurance does not expire, and that the City Law Department receives documentation when insurance policies are renewed or changed.

6. All employees of businesses utilizing the sidewalk use area shall be subject to and comply with all applicable requirements and standards for a retail establishment. Owners, employees and patrons must wear shoes and shirts at all times.

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Limited Use Agreement Rules & Regulations (continued):

7. All areas within and surrounding the patio area must be maintained in a clean, neat and sanitary condition. Some methods of cleaning and maintenance, such as pressure washing, may be subject to the City of Knoxville Stormwater Ordinance. Please call 215-2147 if you have questions or would like more information.

8. A Permittee may not charge or assess any fees to its patrons for use or access to the sidewalk use area. Costs for patrons who use the patio area may not exceed costs for patrons who do not use the patio use area.

9. Service of alcoholic beverages within the patio use area must comply with applicable provisions of Knoxville City Code.

10. Amplified music, whether live or recorded, shall be strictly prohibited on all patio use areas. No speakers, televisions, or other audio or video devices shall be permitted, unless approved by written waiver.

11. All patio use areas shall be accessible to disabled patrons. Employees and patio elements may not obstruct doorways or otherwise impinge on building ingress or egress as defined by the current building code.

12. If the subject property is located within the D-1 Downtown Design Review Overlay District and/or Historic Zoning District, the applicant may be asked to submit sketches or photographs of design elements for review by the Design Review Board or its administrative staff, or the Historic Zoning Commission.

13. The City of Knoxville reserves the right to amend these rules and regulations at any time.

14. The City of Knoxville may terminate a patio area limited use agreement at any time, with or without cause, by written notice of termination to the Permittee.

* Please note – If you would like to learn more about the process for becoming a special events vendor, please contact Judith Foltz at 215-4248.

Downtown Patio Agreement Speaker Waiver

I would like to retain my existing speaker system on my patio and by this agreement I agree to keep the speaker volume at a very low level. Speaker system music should not be audible beyond ten feet of the patio railing.

If the City gets any complaints about my patio speaker system and informs me of such in writing, I will promptly remove my entire speaker system from the patio. I acknowledge that failure to remove the system in a prompt manner will result in the loss of the use of my patio for the remainder of my permitted period and all City Departments will be notified of this action for enforcement.

_____

Downtown Patio Agreement – Permanent Railing and/or Furniture Waiver

In consideration of allowing the below signed to permanently attach a railing or furniture onto and around a patio or sidewalk dining area within the City of Knoxville's right-of-way, I hereby release from liability the City of Knoxville, its employees, officers, and agents (collectively, the City) from any and all claims resulting from the physical injury, illness, death, or economic loss I may suffer, or which may result, from my participation in attaching and maintaining the railing or furniture. I agree to hold the City harmless of any and all claims and damages to my personal property, liabilities, and costs as a result of my participation in this activity. I agree to provide the City a construction detail drawing showing how the railing and/or furniture will be, or is, permanently attached to the patio or sidewalk. I agree to completely restore the patio or sidewalk to an equal or better condition than prior to the railing and/or furniture installation at my own expense and risk at the termination of the Use Agreement, or at any time upon request by the City.

I have read this document, and I am signing it freely. I understand the legal consequences of signing this document, including (a) releasing the City from all liability, (b) waiving my right to sue the City, (c) and assuming all risks of participating in this activity.

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