



CITY CLERK'S OFFICE  
CITY OF ENGLEWOOD  
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**OUTDOOR DINING LICENSE APPLICATION**  
**City Code Chapter 180 Article II**

**License Fee - \$150.00 (191-6)**

**License No.** \_\_\_\_\_

**Granted** \_\_\_\_\_

**Rejected** \_\_\_\_\_

1. Business Owner(s): \_\_\_\_\_
2. Trade Name: \_\_\_\_\_
3. Business Address: \_\_\_\_\_
4. Business Telephone: \_\_\_\_\_
5. Residence Address: \_\_\_\_\_
6. Residence Telephone, Emergency Telephone: \_\_\_\_\_
7. Name, Address, Telephone #, of person owning the premises, if other than the applicant:  
\_\_\_\_\_
8. Submit one set of proposed layout plans containing scaled drawings illustrating the number, type of materials, color, and location of all tables, chairs, umbrellas, or other furnishings or fixtures intended to be located in the outdoor dining area. The scaled drawing shall also illustrate the following:
  - a. The location of any doors leading from the eating establishment to the outdoor café, which doors shall not be obstructed in any manner.
  - b. The number of feet and location of unobstructed space permitting free passage of pedestrian traffic around or through each outdoor café.
  - c. The location of the place where any food or drink is intended to be prepared.
  - d. The location of all fire hydrants, parking meters, utility poles, benches, handicap ramps, street furniture, trees, newspaper boxes, mailboxes, street signs, sidewalk grates and cellar entrance, curb, and any other fixture permanently located on the sidewalk in front of the eating establishment or within ten (10) feet thereof on either or any side.
  - e. The type and location of any proposed outdoor lighting and fixtures.
9. Payment of the required license fee is due with application.
10. No license shall be granted unless the applicant has first had any sidewalk grates and cellar entrances located upon the site for outdoor café inspected and certified by the Construction Code Official that they are in compliance with applicable safety regulations.
11. No license shall be granted unless the establishment or the property owner has paid all outstanding property and S.I.D. taxes.
12. No license shall be granted without submission of a certificate of liability insurance covering the requested area the City of Englewood as additional insured.

I fully realize that I must comply with all applicable Zoning Regulations and City Ordinances and fees are not Refundable.

Dated \_\_\_\_\_

Signature of Applicant \_\_\_\_\_

**HOLD HARMLESS AGREEMENT FOR OUTDOOR DINING**

**CITY CODE (180-13)**

THIS AGREEMENT MADE THIS \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_. by and between \_\_\_\_\_ residing or having offices located at \_\_\_\_\_ hereinafter referred to as the ( "Owner ") and the CITY OF ENGLEWOOD, with offices located at 2-10 North Van Brunt Street, Englewood, New Jersey ( hereinafter referred to as the ( "City" )

**WITNESSETH :**

WHEREAS, the Owner is the owner of certain premises located within the City of Englewood know as designated as Lot \_\_\_\_\_ in Block \_\_\_\_\_ as shown on the Tax Map of the City of Englewood and commonly known as \_\_\_\_\_; and

WHEREAS, certain approvals upon said premises encroach upon the City's right-of-way as more particularly described below:

**TABLES AND CHAIRS AND ANY BARRIER ASSOCIATE WITH SAME AND;**

WHEREAS, The Owner has requested the consent of the City to a license to permit such encroachment.

NOW, THEREFORE, in consideration of the mutual promises and conditions hereinafter contained, the parties agree as follows:

1. The City hereby consents to a temporary license to continue the aforesaid encroachment with the City's right-of-way. Such license is revocable at any time. by the city
2. Upon the revocation of such license , the Owners shall cause the encroachment to be removed within thirty (30) days following such revocation.
3. The Owner agrees to indemnify and hold harmless the City its officers, employees and agents from any and al claims for damages and liability arising by reason of the aforesaid encroachment into the City's right-of-way, including, but not necessarily limited to, the cost of defending any such action for damages, including reasonable legal fees.

IN WITNESS WHEREOF, the parties hereto have set there hands and seals the day and year first written above.

ATTEST:

CITY OF ENGLEWOOD

\_\_\_\_\_ BY: \_\_\_\_\_

WITNESS:

\_\_\_\_\_  
(Building Owner) or Agent