



Codes & Planning

201 S. Franklin St.
Kirksville, MO 63501
Phone: 660.627.1272
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www.kirksvillecity.com

APPLICATION FOR OUTDOOR SEATING

Return to: Code Enforcement Director, City Hall, 201 S. Franklin St., Kirksville, MO 63501

Name of Business: _____

Contact Person: _____ Anytime Phone: _____

Mailing Address: _____

Site Location: _____

_____ Year-Round

_____ Temporary from ____/____/____ to ____/____/____ ____:____ am / pm to ____:____ am / pm
M D Y M D Y

Sketch on separate paper the locations of the sidewalk, building, street, curb, ADA ramps, tables, chairs and other items.

Note: Open walkway must be at least 4 ft.

Number of tables: _____ Number of chairs: _____ Other Items (sideboards, trash cans) __Yes __No

Describe table, chairs, and other items planned, including whether they are intended for temporary or year-round placement, as defined in Chapter 32, ARTICLE VII of the Municipal Code.

Describe procedures for cleaning and litter control. It is the responsibility of the outdoor seating permit holder to ensure that all trash and litter (including cigarette butts) are removed daily from the permitted area. Customers who smoke must be at least ten (10) feet away from doorways and/or windows that are used for ventilation. Outdoor seating permit holder should advise customers on the proper disposal of litter in this area.

City of Kirksville Use Only:

1. Business License? YES NO
2. Liquor License? YES NO
3. Insurance approved? YES NO
4. Hold Harmless Agreement Signed? YES NO

Department Review:

Codes _____ Risk Management _____
Finance _____ Fire _____ Police _____

CITY OF KIRKSVILLE
WAIVER, RELEASE & INDEMNIFICATION AGREEMENT

For and in consideration of being permitted, pursuant to the ordinances and regulations of the City, to gain access to and use property owned by the City, _____ (name of property owner), to the fullest extent permitted by law, agrees to indemnify, defend and hold harmless the City of Kirksville, its officers, agents, volunteers, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys fees, court costs, or alternative dispute resolution costs arising out of, or related to, use of

(location of property)

under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of Sponsor, its officers, agents and volunteers, or anyone directly or indirectly employed or hired or anyone for whose acts may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.

No provision of this agreement shall constitute a waiver of the City's right to assert a defense based on the doctrines of sovereign immunity, official immunity, or any other immunity available under law.

The undersigned does hereby waive, release and forever discharge the City of Kirksville, Missouri, its agents and employees, and shall hold harmless and indemnify said City of Kirksville, Missouri, its agents and employees, from any and all claims, counts, causes of action and demands of every kind and nature, including reasonable attorney's fees and cost of litigation, which may arise out of, result from or in any manner pertain to any and all loss, costs, damage or expense whatsoever from the use of their property.

Property Owner Signature

Date

Title and Organization