

Temporary Patio Permit Application

City of Mississauga
Transportation & Works
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Personal information on this form is collected under the authority of section 11 of the *Municipal Act*, 2001, and applicable City of Mississauga By-laws. The information collected will be used for processing the application. Questions about the collection of this information should be directed to 311 (905-615-4311 outside city limits).

Applicant Information

Applicant Name

Address

City

Province

Postal Code

Telephone Number

Email Address

- Applicant is the Property Owner
- Applicant is the tenant and has obtained authorization from the Property Owner(s)

Name of Restaurant

Address of Restaurant

Patio Encroachment Description

Application Date (YYYY MM DD)

Patio Description/Comments

Are you proposing the removal of municipal on-street parking spaces to facilitate your temporary patio?
Are you proposing using sidewalk space to facilitate your temporary patio?

Required Supporting Documents

- Sketch of Patio Encroachment
- Signed Acknowledgment and Authorization Form (Required if the Applicant is not the Property Owner)
- Certificate of Insurance (Completed on City form)

PRINT

THE APPLICANT WILL BE REQUIRED TO ADHERE TO ALL CONDITIONS AS STATED IN THE APPROVED PERMIT

CITY OF MISSISSAUGA
GENERAL CONDITIONS APPLICABLE TO ALL PERMIT HOLDERS

1. This permit ("Permit") to operate a temporary outdoor patio encroachment ("Patio") is issued pursuant to City of Mississauga ("City") By-laws.

2. The holder of a Permit ("Permit Holder") responsible for a place of business that is open shall operate the business and Patio authorized under this Permit in compliance with:

- a. the *Occupational Health and Safety Act*, the *Emergency Management and Civil Protection Act*, the *Reopening Ontario (A Flexible Response to Covid-19) Act, 2020*, and all other applicable laws and regulations; and
- b. the advice, recommendations and instructions of public health officials, including any advice, recommendations or instructions on physical distancing, cleaning or disinfecting, as required under applicable provincial regulations.

3. The Permit Holder shall comply with all conditions and requirements of this Permit to the satisfaction of the City, **otherwise the Patio will be closed until those conditions and requirements have been met. Any violations of this Permit or any applicable conditions may result in the Permit being terminated. The City reserves the unfettered right to revoke this Permit for any reason at any time without prior notice to the Permit Holder and to remove the Patio at the Permit Holder's sole cost and expense.**

4. The Permit Holder agrees that the Patio shall at all times comply with all guidelines and requirements established by the City for temporary patios, such as extension conditions, conditions relating to temporary tents/covered areas, and conditions relating to heating devices. (A copy of the guidelines and conditions are available at the City's website at: <https://www.mississauga.ca/services-and-programs/business/licences-and-permits/temporary-patio-program/>).

5. The Permit Holder shall at all times comply with the *Building Code Act, 1992*, the *Fire Protection and Prevention Act, 1997*, and all other applicable laws and regulations in respect of temporary tents/covered areas or heating devices on temporary patios.

6. The Patio shall be laid out in accordance with the sketch attached hereto.

7. A copy of the approved Permit must be readily available at the Patio location at all times.

8. Any alterations to this Permit must be approved by the City prior to such changes taking place.

9. This Permit does not authorize any construction works at the Patio location.

10. At no time will the Patio create what the City deems to be a safety hazard for vehicles, pedestrians, cyclists or other users of the public lands. In the event that an operational or safety concern arises adjacent to or in the vicinity of the Patio, such as a winter event (e.g. snow and/or ice accumulation), the City may in its sole discretion, with up to 72 hours' prior notice to the Permit Holder, require the Permit Holder at its sole cost and expense to: temporarily remove the Patio; permanently remove the Patio; or modify the Patio from its approved form, to the satisfaction of the City.

11. At no time will the Patio contain what the City deems to be a sharp or dangerous object. No open-air fires (no bonfires, no solid, gel or liquid fuel burning devices) or barbecues are permitted within the Patio.

12. The Patio, road and sidewalk surfaces in and around the Patio must be kept clear of obstructions or debris, to avoid hazard and/or inconvenience to the public.

13. The Permit Holder shall ensure that the Patio meets all safety, accessibility, operation, functioning and physical distancing requirements, as well as requirements in respect of serving of alcohol in accordance with applicable law.

14. The Permit Holder shall remain solely responsible and liable for all maintenance and repairs to the Patio.

15. The Permit Holder shall ensure that road(s) are not closed at any time except with prior approval of the City.

16. The Permit Holder shall ensure that access for emergency vehicles is maintained at all times.

17. The Permit Holder shall maintain clear sightlines at all intersections and driveways.

18. The Permit Holder shall notify the City immediately of any issues with City-installed safety barriers and/or ramps.

19. Notwithstanding any of the above conditions, the City reserves the right to remove the Patio at the sole cost and expense of the Permit Holder without prior notice, if the Permit Holder fails to remove or modify a Patio as required by the City, or if necessary to facilitate maintenance or repair work or emergency work by the City or a utility provider. Emergency work means work that is required to reduce or eliminate a situation or an impending situation that constitutes a danger or that could result in harm to person or damage to property, including the loss of essential services or damage to infrastructure or equipment, as determined in the sole discretion of the City.

20. This Permit shall come into effect as of the date approved by the City, and shall expire on the date noted on the Permit. If the City is required to install any safety barriers and/or ramps, the Permit will only come into effect after these measures have been installed. A Patio shall not be set up on public lands until a valid Permit is in effect. The Permit Holder shall, not later than the expiry of the Permit, remove all equipment, tables, fencing, signage or any other materials associated with the Patio and restore the lands to the condition as reasonably equal to what it was in prior to use.

21. This Permit cannot be assigned by the Permit Holder and shall terminate automatically if title to the Patio property or leasehold interest is transferred to another party.

22. The Permit Holder shall maintain a commercial general liability policy that includes host liquor liability (if applicable) of at least five million (\$5,000,000) dollars as well as Property insurance coverage in such amounts as required to adequately cover the Permit Holder's property, equipment and other such property in the care, custody and control of the City. The policy shall contain a waiver of rights of subrogation against the City and will ensure the City is added as an additional insured party under said policies to insure the City to the

same extent as the Permit Holder. The Permit Holder shall deliver to the City, an executed City of Mississauga certificate of insurance which can be obtained [online](#) in fillable pdf format [here](#).

23. **Release:** The Permit Holder agrees to release and forever discharge the City, its elected officials, officers, employees, agents, contractors, subcontractors and invitees (the "Releasees") from any and all liabilities, losses, damages, costs and expenses (including, without limitation, all legal and other professional fees and disbursements, interest, liquidated damages and amounts paid in settlement, whether from a third party or otherwise), claims, actions, causes of action, complaints, demands, suits or proceedings of any nature or kind (hereinafter "Claims"), howsoever and whatsoever incurred, suffered or sustained by the Permit Holder or anyone for whom the Permit Holder may be in law responsible, arising out of or otherwise in connection with the Permit, or the Permit Holder's activities, work or use of the public lands in relation to the Permit ("public lands" as defined in the City's Encroachment By-law 0057-2004), including any Claims which have been caused or contributed to by any negligent act or omission of the Releasees, any negligent misrepresentation, breach of contract, or breach of statutory duty on the part of the Releasees, or the condition or state of repair of the public lands.

24. **Indemnity:** The Permit Holder agrees to indemnify, defend and hold harmless the Releasees from and against any and all Claims, by whomever made, sustained, incurred, brought or prosecuted, including, but not limited to, claims for personal injury (including death), infringement of property rights, nuisance, and property damage, in any way based upon, arising from, occasioned by, or attributable to anything done or omitted to be done by the Permit Holder, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates or volunteers, arising out of or otherwise in connection with the Permit, or the Permit Holder's activities, work or use of the public lands in relation to the Permit, including any Claims which have been caused or contributed to by any negligent act or omission of the Releasees, any negligent misrepresentation, breach of contract, or breach of statutory duty on the part of the Releasees, or the condition or state of repair of the public lands. The Permit Holder further agrees to indemnify, defend and hold harmless the Releasees for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation, the Releasees, claimed or resulting from such Claims.

25. The Permit Holder acknowledges agrees that the Permit Holder has read, fully understands and agrees to be bound by the provisions herein, and further acknowledges and agrees that the Release and Indemnity shall survive the alteration, suspension, revocation, termination or expiry of the Permit.