

# Temporary Patio Permit Application

City of Mississauga  
Transportation & Works  
3185 Mavis Road  
Mississauga, ON L5C 1T7  
905-615-3200 ext. 5593 (or ext. 8581)  
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temporarypatio@mississauga.ca



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 patio encroachment (the "Patio") is issued pursuant to all relevant City By-Laws.

2. A copy of the approved Permit must be available at all times.

3. The Permit Holder responsible for a place of business that is open shall ensure that the business operates in accordance with all applicable laws, including the *Occupational Health and Safety Act*, the *Emergency Management and Civil Protection Act* and the regulations made there under.

4. The Permit Holder shall comply with any requirements pertaining to any aspect of this Permit, which shall be to the satisfaction of the Commissioner of Transportation and Works, **otherwise the patio site/location (the "Site") will be closed until those requirements have been met. Further, the City reserves the unfettered right to revoke this Permit for any reason at any time and without prior notice to the Permit Holder.**

5. Any violations of this Permit and the conditions herein stated will result in the Permit being terminated.

6. Any alterations to this Permit must be approved by the Transportation and Works Department prior to such changes taking place.

7. At no time will the Patio encroachment conflict with any guidelines or requirements established by the City.

8. This Permit does not provide permission for any construction works on the Site.

9. The Permit Holder is responsible to notify the City of any issues with City-installed safety barriers and/or ramps immediately.

10. At no time will the Patio encroachment create what the City deems to be a safety hazard for vehicles, pedestrians, cyclists or anyone performing maintenance activities on City lands.

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

12. The Permit Holder responsible for a place of business that is open shall operate the business in compliance with the advice, recommendations and instructions of public health officials, including any advice, recommendations or instructions on physical distancing, cleaning or disinfecting, as required under the applicable provincial regulations including Schedule 3 of O. Reg. 82/20 and the provisions of O. Reg. 263/20 made under the *Emergency Management and Civil Protection Act*.

13. This Permit shall become effective as of the date approved for operation by the City, and shall terminate at 11:59 pm on October 15, 2020 at which time, the Permit Holder will have removed all equipment, tables, fencing, signage or any other appurtenant materials and restored the lands to the

condition as reasonably equal to what it was prior to use. If the City is required to install any safety barriers and/or ramps, the Permit will be considered effective only after these measures have been installed. Further, the Permit Holder is not able to locate the Patio until the Permit is effective.

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

15. The Permit Holder shall ensure that the Patio meets all safety, accessibility, operation, functioning and physical distancing requirements as well as provisions for serving of alcohol in accordance with the law, and as would apply to the interior of the place of business.

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

17. If any Emergency Works by the City, public utility provider or private utility provider are required within the road, the Permit Holder is responsible for any costs of removing the Patio encroachment. Emergency Works means work that is required to reduce or eliminate a situation or an impending situation that constitutes a danger that could result in serious harm to person or substantial damage to property, including the loss of an essential services or damage to infrastructure or equipment as determined at the sole discretion of the City.

18. The Permit Holder shall ensure that road(s) are not closed at anytime (unless approved by City of Mississauga).

19. The Permit Holder shall ensure that access for emergency vehicles will be maintained at all times.

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

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

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 via the [Forms Online](#) page in fillable pdf format [here](#).

23. 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.

24. **Limited Liability and Release:** The Permit Holder hereby releases and forever discharges the City, including its elected officials, officers, employees, agents and contractors, and the Permit Holder further agrees that notwithstanding anything to the contrary contained herein, the City, including its elected officials, officers, employees, agents, contractors and sub-contractors shall not be liable to the Permit Holder or to anyone for whom the Permit Holder may be in law responsible for, any loss of or damage to property, personal injury, bodily injury including death, or any other losses, action, claims, causes of action, damages, both direct or indirect and such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained by the Permit Holder or any of the Permit Holder's employees, agents, contractors or sub-contractors during or otherwise in relation to or in connection with the Permit Holder's activities relating to any matters under this Permit, negligent misrepresentation, or breach of statutory duty on the part of the City or on the part of anyone for whom the City is in law responsible, the condition or state of repair of the roadway and the breach of any of the provisions of this Permit by the City, including, but not limited to, any negligent act or omission of the City, its or their employees, agents, contractors or sub-contractors, which causes or contributes to any such injury, damage or loss.

25. **Indemnity:** The Permit Holder shall indemnify and save the City harmless, including the City's elected officials, officers, employees, agents and contractors, from and against any loss, cost and expense incurred by the City because of any demand, action or claim brought against the City as a result of any loss of or damage to property, personal injury, bodily injury including death, or any other losses or damages, both direct or indirect, including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained by the Permit Holder using the roadways, or by anyone else permitted on the roadway by the Permit Holder or by anyone for whom in law the Permit Holder is responsible, including any losses or damages which have been caused or contributed to by any negligence, negligent misrepresentation, or breach of statutory duty on the part of the City or on the part of anyone for whom the City is in law responsible, by the activities of the Permit Holder, the condition or state of repair of the roadway and the breach of any of the provisions of this Permit by the City, including, but not limited to, any negligent act or omission of the City, its or their employees, agents, contractors or invitees, which causes or contributes to any such injury, damage or loss.