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310 Attachment 6

Borough of Ambridge

Outdoor Dining Affidavit

(To be completed by both Owner and Operating Business Applicant)

1. The below named is/are the Owner/Applicant for the property located at _____, Borough of Ambridge, Beaver County, Pennsylvania.

2. Owner/Applicant has received, read, accepted and understands the conditions outlined in the OUTDOOR DINING REGULATIONS which are incorporated herein by reference.

3. In consideration for the Borough allowing the use of the public right-of-way in front of the above property for outdoor dining, Owner/Applicant agrees as follows:

a. Owner/Applicant willingly, voluntarily, and without reservation agrees to indemnify and hold the Borough harmless from any and all liability, damages, or loss sustained or alleged to be sustained by reason of any injury of any person or property which may occur as a result of the Outdoor Dining Permit or Owner/Applicant's use of the Property or by that of Owner/Applicant's family, officers, agents, representatives, guests, employees, invitees, or persons contracting with either or any of them or occasioned by an act or omission, neglect, or wrongdoing by Owner/Applicant or its family, officers, agents, representatives, guests, employees, invitees, or persons contracting with either or any of them and Owner/Applicant will, at its own cost and expense, defend, indemnify, protect and save and hold harmless the Borough against any and all such claims or demands which may be claimed to have arisen as a result of or in connection with the granting of the Outdoor Dining Permit or the use of the Property by Owner/Applicant or its family, officers, agents, representative, guests, employees, invitees, or persons contracting with either or any of them or occasioned by an act or omission, neglect, or wrongdoing by Owner/Applicant or its family, officers, agents, representatives, guests, employees, invitees, or persons with either or any of them.

b. Owner/Applicant agrees to defend, indemnify, save and hold harmless the Borough from any litigation expense, attorney's fee, losses, liability, damages or costs as may be incurred that arises out of or is in any way related to such claim.

c. Owner/Applicant does hereby remise, release, satisfy, quit claim and forever discharge the Borough from any and all actions, claims and demands that Owner/Applicant ever had, now has, or may have against the Borough as a result of the granting of the Outdoor Dining Permit or because of the use of the Property by Owner/Applicant or its family, officers, agents, representatives, guests, employees, invitees, or persons contracting with either or any of them.

d. Owner/Applicant will maintain liability insurance which shall name the Borough as an additional insured and for which the Borough will be given a current certificate and Owner/Applicant shall provide immediate notification of cancellation or termination of such insurance.

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e. Owner/Applicant willingly, voluntarily, and without reservation agrees that if, during the term of each Outdoor Dining Permit that may be issued for this property, the Borough notifies Owner/Applicant, in writing, of any violation, deficiency or failure to comply with the requirements for such Permit, Owner/Applicant will remedy such violation, deficiency or failure to comply within 15 days of receipt of such written notice. Should Owner/Applicant not remedy the deficiency within 15 days of such written notice, Owner/Applicant voluntarily agrees to forfeit such Outdoor Dining Permit and immediately cease all outdoor dining on the property for the balance of the term of such Permit.

f. Owner/Applicant willingly, voluntarily, and without reservation agrees that if, during the term of each Outdoor Dining Permit that may be issued for this property, it is determined by the Borough that this use is creating a hazard or safety concern Owner/Applicant will immediately discontinue the use upon written notice from the Borough.

PROPERTY OWNER:

(PRINT NAME) (SIGNATURE) (DATE)

OPERATING BUSINESS APPLICANT:

(PRINT NAME) (SIGNATURE) (DATE)

Official Use Only

The following documents have been submitted:

- Certificate of Insurance Site Plan Affidavit

Reviewed By: _____

Approval Signature: _____ **Date:** _____

Permit No.: _____