

DOWNTOWN VALPARAISO RESTAURANT VESTIBULE QUICK GUIDE

THIS GUIDE IS AN OVERVIEW OF THE PERMITTING PROCESS, AND OPERATION REQUIREMENTS FOR RESTAURANT VESTIBULES.



FOR MORE INFORMATION, AND THE FULL CITY ORDINANCE, PLEASE GO TO WWW.VALPO.US OR CONTACT THE PLANNING DEPARTMENT AT (219) 462-1161

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ANNUAL RESTAURANT VESTIBULE APPROVAL PROCESS

- **Vestibule** - any type if temporary building front or exit/entrance area that provides protection to the public for eating and drinking establishments
- **Real Property, Property or Land** - a lot of record in the City of Valparaíso
- **Permittee** - a person over 18 years of age or an entity who is issued a permit authorizing placement of vestibules on real property.

- Apply for and receive a **Certificate of Approval**.
- Submit an **Application** with required attachments.
- Planning Department review of application and supporting materials.
- Submit a **Indemnity Hold Harmless Agreement**

CITY OF VALPARAISO

Board of Public Works and Safety

Application for Approval for Restaurant Vestibule

Name of Business _____

Address of location of Proposed Vestibule _____

Business Mailing Address _____

Contact Person _____

Address _____

Email _____ Telephone _____

Name of Property Owner _____

Address of Property _____

Property Owner Mailing Address _____

Email _____ Telephone _____

Name of Installation Company _____

Name of Liability Insurance Provider _____

☐ Annual Renewal of Permit; Previous Permit Issuance Date _____

Please include the following items when applicable:

- ☐ Completed Application
- ☐ Detailed Sketch or Picture of Vestibule with Dimensions
- ☐ Site Plan showing the Proposed Location of Vestibule and All Dimensions (including building exit door, setback distance from back of curb and distance to any obstructions in Right of Way)
- ☐ Copy of Certificate of Insurance
- ☐ Signed Hold Harmless Agreement

INDEMNITY/HOLD HARMLESS AGREEMENT

Temporary Restaurant Vestibules

This indemnity/hold harmless agreement is dated _____ day of _____, 2018, and is between _____ ("Indemnitor"), a corporation or other business entity created under the laws of the State of _____, authorized to conduct business in the State of Indiana and the City of Valparaiso, Indiana, a municipal corporation existing under the laws of the State of Indiana.

WHEREAS, Indemnitor has requested permission to use a public sidewalk or public way adjacent to Indemnitor's property at _____, for the purpose of temporary restaurant vestibules in accordance with Indemnitor's plans and specifications and as depicted in **Exhibit "A"** attached hereto and incorporated herein by reference ("Temporary Restaurant Vestibule Area").

NOW, THEREFORE, in consideration of receipt of permission from the City to use the Temporary Restaurant Vestibule Area in accordance with Indemnitor's plans, Indemnitor agrees that it will indemnify the City, its officials, agents, representatives and employees from, against, or for all losses, claims, actions, costs and expenses (including, but not limited to, court costs, attorney's fees and expert witness fees), judgments, subrogations, or other damages (collectively "Claims") resulting from any injury to a person or persons or to property, arising out of Indemnitor's use of the Temporary Restaurant Vestibule Area, for which Indemnitor, in whole or in part, or anyone for whose acts Indemnitor may be liable, is liable.

Indemnitor further agrees to purchase commercial general liability insurance in conformance with the requirements of the City's Temporary Restaurant Vestibule Standards, a may be amended from time to time, and maintain such insurance coverage for the duration of the use of the Temporary Restaurant Vestibule Area. The City shall be named as an additional insured on the policy.

This Agreement shall not be assigned without the written approval of both the Indemnitor and City.

INDEMNITOR:

By: _____

Its: _____

Date: _____

STATE OF INDIANA)
)
) SS:
COUNTY OF PORTER)

PROHIBITIONS

- Vestibules shall not be erected for a period of time exceeding five months in any one year.
- Vestibules shall not be installed earlier than November 1st and must be removed by March 31st the following calendar year.
- Vestibules must be removed before outdoor dining furniture is installed.
- All vestibules are considered to be temporary structures.
- Vestibules shall not encroach more than three feet or more than 1/4 of the width of the sidewalk beyond the street lot line to maintain a four-foot pedestrian passageway unobstructed by trees, light poles, trash receptacles, parking meter posts, planters and similar structures.
- Temporary entrance awnings shall be erected with a minimum clearance of seven feet to the lowest portion of the hood or awning where supported on removable steel or other approved noncombustible support.
- Vestibules are only permitted to cover the public entrance doors for eating and drinking establishments.
- Applicants are responsible to design doors and vestibules that comply with the American with Disabilities Act (ADA).
- No certificate shall be issued unless the applicant has posted in advance a certificate of insurance listing the City as an additional insured.
- Board of Works approval required.

VESTIBULE STANDARDS

- Vestibules must be installed and uninstalled by a professional.
- Vestibule colors must blend appropriately with the surrounding environment. The colors selected must be neutral earth tones.
- Advertisements are prohibited on the exterior of the vestibule.
- Vestibules must be a durable vinyl and/or canvas material.
- Vestibule framing must be a durable metal.
- Vestibules must be properly anchored to the sidewalk and building front to ensure stability.

REQUIREMENTS FOR PERMIT

MAINTENANCE STANDARDS

A permittee shall operate and maintain, all vestibules located in the City, as follows:

- Vestibules shall be appropriate material as approved by the Building Department, and shall further be maintained in good condition and appearance with no structural damage, holes or visible rust and shall be free of graffiti;
- Vestibules shall be durable and of sufficiently sturdy construction;
- The Permittee and property owner shall maintain the area surrounding the vestibule, free from any junk, debris or other material.
- Vestibules shall be removed or replaced if City Officials determine the vestibule to be of unsightly and/or poor condition.
- The Permittee is responsible for any damage and/or patchwork required on the sidewalk.

ANNUAL RENEWAL

- The Permittee must reapply for the vestibule permit on an annual basis.

TERM OF PERMIT AND RENEWAL OF PERMIT

- A vestibule permit shall be renewed annually.
- A vestibule permit shall be posted in the window of the Permittee business.
- A vestibule permit must be applied for two (2) weeks prior to the installment of the vestibule.
- If the permit expires and is not renewed, the vestibule must be removed from the real property within a maximum of ten (10) days after expiration of the permit.
- No permit issued under the provisions of this article shall be transferred, assigned or conveyed to another person or legal entity.

PENALTIES AND ENFORCEMENT

- Any person or corporate entity who violates any of these Standards and Conditions is subject to being fined.
- An Establishment may have its Certificate of Approval suspended or revoked by the Board of Public Works and Safety.
- In the event that an Establishment fails to comply with these Standards and Conditions the City may summarily abate any violations and charge the Establishment for the cost of same.
- The real property owner and Permittee shall be jointly and severally liable for each violation and for payment of any citation.

CITY OF VALPARAISO

Board of Public Works and Safety

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Business Mailing Address _____

Contact Person _____

Address _____

Email _____ Telephone _____

Name of Property Owner _____

Address of Property _____

Property Owner Mailing Address _____

Email _____ Telephone _____

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Name of Liability Insurance Provider _____

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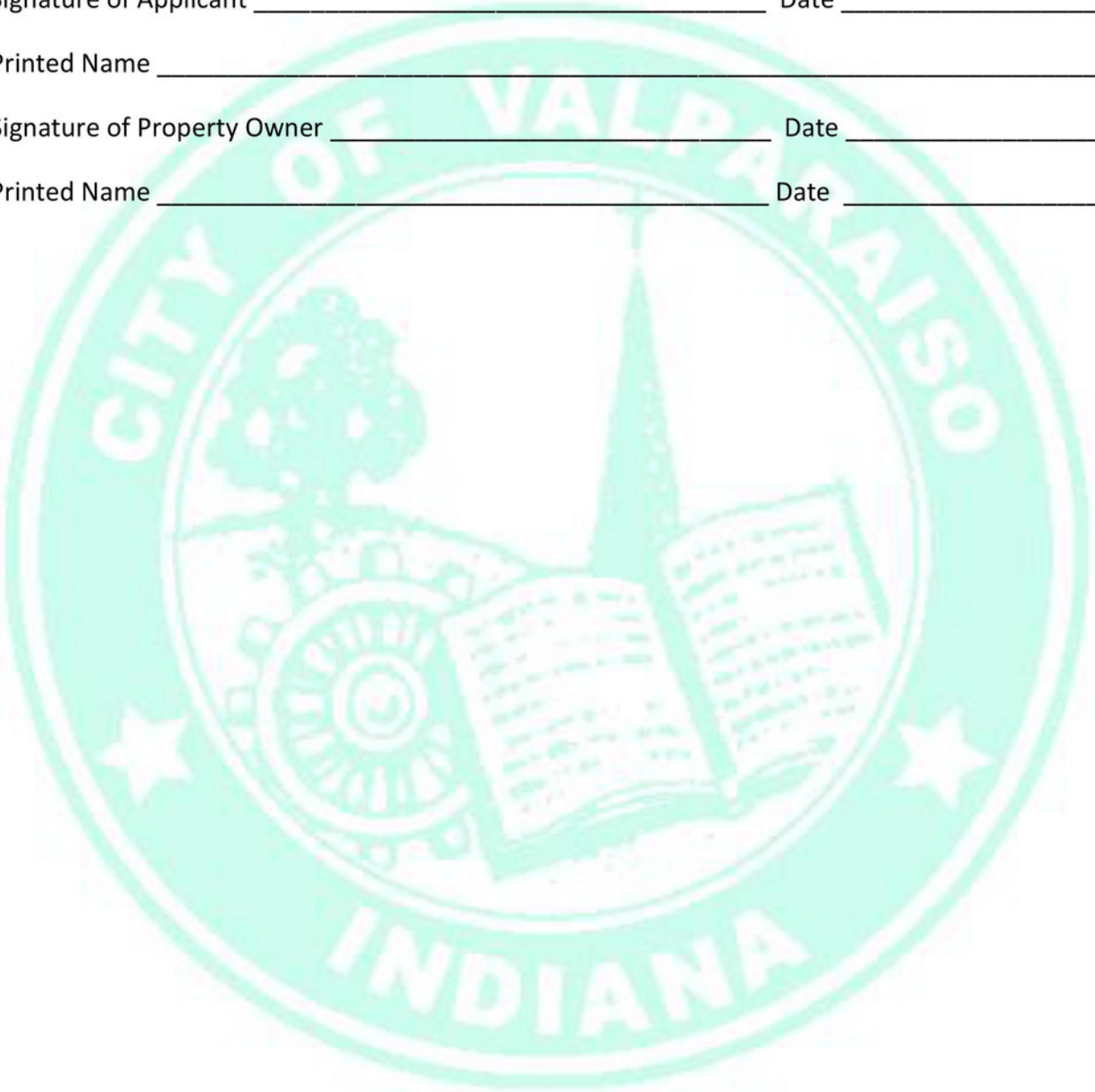
I have read and understand the Board of Works Vestibule Policy including the applicable penalty and violations provisions. I further understand and agree that permission for use of public right of way is a privilege that can be revoked by the City up to and including removal of the vestibule and/or appropriate legal action if I am found to be in violation.

Signature of Applicant _____ Date _____

Printed Name _____

Signature of Property Owner _____ Date _____

Printed Name _____ Date _____



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INDEMNITOR:

By: _____

Its: _____

Date: _____

STATE OF INDIANA)

) SS:

COUNTY OF PORTER)

Before me, a Notary Public, in and for said County and State, this _____ day of _____, 2013, personally appeared _____, as the _____ of _____ who has stated that he is authorized to execute said document and have acknowledged the execution of the foregoing instrument to be his free and voluntary act for and on behalf of the Indemnitor.

Notary Public

Printed: _____

County of Residence: _____

My Commission Expires: _____