

Permit No. _____

OUTDOOR SEATING PERMIT APPLICATION

**THE BOROUGH OF HANOVER
44 FREDERICK STREET
HANOVER, PA 17331**

**TELEPHONE # (717) 637-3877
FACSIMILE # (717) 637-2805**

PART 1 - OWNER/APPLICANT
COMPLETE PARTS 1, 5 & 6

Name of Owner: _____ Telephone No. _____

Street Address: _____ City/State/Zip _____

Name of Applicant: _____ Telephone No. _____

Street Address: _____ City/State/Zip _____

Address of Premises: _____
(where seating is being placed) _____ Zoning District: GB _____

Description of Seating Areas, Hours/Days of Operation & Square Footage of Outdoor Seating Area:

The undersigned has read and understands all the provisions hereof and the Borough ordinances relating hereto, no representations have been made or information given to by him/her contrary to or in addition to those herein expressly stated.

The undersigned further agrees to the provisions of Ordinance No. 2218, as amended and agrees to inspections from time to time.

Initial Permit Period of 1 Year: \$100.00
Annual Renewal Permit Request: \$50.00

Owner or Applicant Signature: _____ Date: _____

PART 2 - CERTIFICATION

Required Approval by Fire Chief

Required Certificate of Occupancy

PERMIT: Approved Denied Not in conformance with the following provisions of the Hanove
Borough Ordinance No. 2218, "Use of Public Sidewalks by Eating
Eating Establishments":

Signature: _____, Zoning Officer Date: _____

PART 2 - CERTIFICATION continued

PERMIT: Approved [] Denied [] Not in conformance with the following provisions of the Hanover Borough Ordinance No. 2218, "Use of Public Sidewalks by Eating Establishments":

Signature: _____, Fire Chief Date: _____

PART 3 - APPEAL FOR DECISION OF THE CODE ENFORCEMENT OFFICERS OF HANOVER BOROUGH

To the Borough Council:

An appeal is hereby made from the decision of the Code Enforcement Officers of Hanover Borough in the denial of:

Applicant Signature: _____ Date: _____

PART 4 - DECISION OF THE HANOVER BOROUGH COUNCIL

Appeal is: [] Denied [] Granted in accordance with the following resolutions:

Signature: _____, Hanover Borough Manager Date: _____

PART 5 - CONTRACTOR / INDIVIDUAL

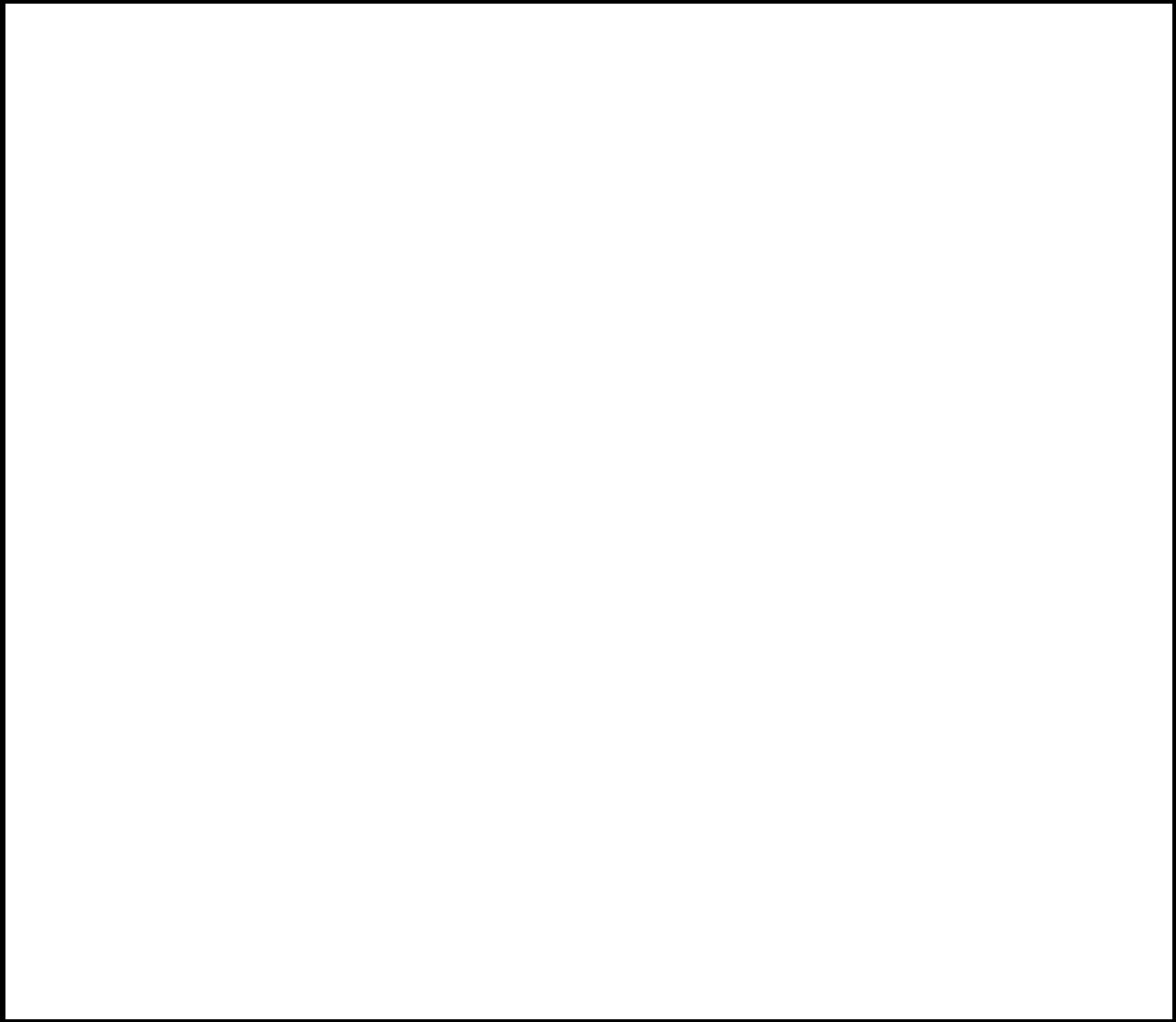
Contractor or Individual doing work:
(**MUST** have insurance on file with Boro)

PART 6 - DRAWING

SUBMIT DRAWING ON NEXT PAGE SHOWING THE FOLLOWING:

- * Building Setbacks - Front, Sides and Rear
- * Proposed Use
(Maps, Plans, Photos, etc. **MUST** be attached for clarity)
- * Outdoor seating area/areas
- * Public Street Right of Way/Public Sidewalks
- * Pedestrian Walkway
- * Attach copies of all applicable/required licenses

DRAWING



Owner or Applicant Signature: _____ Date: _____

Address of Premises: _____

FOR BOROUGH OFFICE USE ONLY

Permit Receipt No: _____ Permit Receipt No: _____
Date of Permit: _____ Expiration Date: _____
Fees: _____
Final certificate cost: _____

	<u>Provided</u>	<u>Permitted</u>	<u>Violation</u>	<u>Remarks</u>
Area of sidewalk used:	_____	_____	_____	_____
Setback Side 1:	_____	_____	_____	_____
Setback Side 2:	_____	_____	_____	_____

HOLD HARMLESS/INDEMNIFICATION AGREEMENT
FOR PERMITTEES OF OUTDOOR SEATING PERMITS IN
THE BOROUGH OF HANOVER, YORK COUNTY, PA.

For and in consideration of the Borough Council of the Borough of Hanover, York County, Pennsylvania issuing an outdoor seating permit pursuant to Ordinance 2218 for the eating establishment identified below:

_____ (Applicant) hereby agrees to hold the Borough of Hanover, its agents and employees, harmless from any and all actions, causes of actions, claims, damages, loss of services, attorney fees, costs and expenses, and compensation resulting from injury to persons or damage to property caused directly or indirectly, by the operation of an outdoor seating area located _____, Hanover, PA 17331; and further agrees to indemnify the **Borough of Hanover, its Agents and Employees**, against any loss as a result of any and all claims of persons or entities of whatever nature arising from the operation of said outdoor seating area.

Applicant does hereby further remise, release and forever discharge the Borough of Hanover, its employees and agents, of and from any and all liability, actions, causes of action, claims, damages, loss of service, attorney's fees, costs and expenses, compensation or demands of any kind whatsoever in law or in equity arising or which may arise out of or in any way connected and/or relating to the operation of said outdoor seating area.

IN WITNESS WHEREOF, the above named, intending to be legally bound, has executed this Hold Harmless and Indemnification Agreement this _____ day of _____, 2016.

Applicant's Signature

Sworn to and subscribed before me this _____ day of _____, 2016.

Notary Public