



City of Lawrenceville
Finance Department

City Hall | 70 S. Clayton Street, Lawrenceville, GA 30046 | 678.407.6583

Outdoor Right-of-Way Operations License - Restaurant & Retail Use

SECTION 1. BUSINESS INFORMATION

Business Name: _____
Address: _____ City: _____ Zip: _____
Phone: _____

SECTION 2. 24-HOUR CONTACT

Primary Contact's Name: _____ Email: _____
Primary Contact's Signature: _____ Phone: _____
Secondary Contact's Name: _____ Email: _____
Secondary Contact's Signature: _____ Phone: _____

SECTION 3. LIABILITY AND ACCEPTANCE OF TERMS AND CONDITIONS

I understand that certain risks are inherent in activities in which my customers will participate in the Right-of-Way, and I fully accept those risks. These risks may include but are not limited to injury to person and/or property, disease, other threat of physical harm, and damage to or theft of personal property. I understand that there may be a great variety of other risks not known or reasonably foreseeable. I acknowledge that the City of Lawrenceville is not responsible for any harm that might occur.

I understand and agree that the City of Lawrenceville does not provide insurance to cover physical injury of customers or damage to or theft of personal property. I agree to carry General Liability Insurance in accordance with the Terms and Conditions attached hereto.

I acknowledge that I have read all State guidelines for the operations of outdoor dining and agree to comply with applicable guidelines/requirements. I acknowledge that I have read the Terms and Conditions of the Outdoor Right-of-Way Restaurant or Retail Operations License and I agree to comply with and to be bound by said Terms and Conditions, including all indemnification provisions. I agree that I have the right and ability to bind the above-named restaurant to all provisions of this Agreement and hereby acknowledge that said restaurant and its corporate entity are so bound.

Signature: _____
Date (MM-DD-YY): _____

SECTION 4. SUBMITTAL CHECKLIST

- ☐ 24-Hour Contact Information
- ☐ Site Plan: Provide accurate, dimensioned, scaled drawing showing the business storefront, storefronts adjacent to the business, and the full sidewalk, street, and/or parking area proposed to be used for outdoor dining.
 - Table and seating layout of the outdoor area as well as the layout of the indoor dining area.
 - Indicate all temporary lighting, heaters, umbrellas, barriers (must not be affixed or inserted into the ground or attached to any public utilities) proposed.
 - Indicate Americans with Disability Act (ADA) accessible paths
- ☐ Proof of General Liability Insurance with City named as Additional Insured
- ☐ Copy of City of Lawrenceville Business License
- ☐ If applicable, a copy of the Alcohol License.

SECTION 5. OFFICE USE ONLY

Date Received: _____ Received by: _____
Approved by: _____
Public Works: _____ Finance: _____
Environmental Health: _____ Engineering: _____



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Restaurant Terms and Conditions

1. A License Application Fee in the amount of \$100.00 shall be paid to the City of Lawrenceville at the time the application is submitted to the City.
2. General Liability Insurance with a minimum per occurrence amount of 1 Million Dollars shall be maintained during any time that this License Agreement is in effect. Said policy shall cover and apply to the Outdoor Dining Area shown on the Site Plan attached to this Application and Agreement ("Outdoor Dining Area"). The City of Lawrenceville shall be named as an additional insured on said policy and a certificate of insurance shall be provided to the City prior to starting operations and use of the Outdoor Dining Area.
3. The License granted by this Agreement shall give the Restaurant(s) the right to control use of the Outdoor Dining Area. The Restaurant may post signage, subject to approval by the City, informing the public of its right to control access to the Outdoor Dining Area. The Restaurant shall be responsible for the enforcement of the use of the Outdoor Dining Area and not the City.
4. The Outdoor Dining Area shall be considered part of the premises of the Restaurant(s) for the purposes of any alcohol license issued by the City of Lawrenceville. Patrons shall not be permitted to leave the Outdoor Dining Area with alcohol, unless the removal of said alcohol is in strict compliance with the ordinances of the City of Lawrenceville and Georgia Law.
5. The Restaurant shall be responsible for cleaning the Outdoor Dining Area. This includes making sure that all trash and debris is properly disposed of and that no trash or debris is permitted to leave the Outdoor Dining Area without being picked up. Trash and debris from this area shall not be permitted to become litter on the streets, sidewalks and surrounding areas.
6. The Restaurant shall be responsible for maintenance and repair of the physical structure of the Outdoor Dining Area in compliance with City and State codes and requirements. **All outdoor furniture and fixtures must be of commercial-grade quality, suitable for exterior use, weather-resistant, and properly maintained. Pop-up tents, including 10x10 tents or similar temporary structures, are not permitted in the Outdoor Dining Area at any time.**
7. This License shall be valid for 1 year from the date of issuance. The City may revoke this License upon thirty (30) days written notice to the Restaurant for failure to comply with the terms and conditions of this Agreement as well as conditions of all required licenses. The Restaurant may apply for renewal of License 60 days before expiration of current license. A renewal fee as determined by the City Manager at the time of renewal shall be applicable.
8. The Restaurant agrees to protect, defend, indemnify, and hold harmless the City, its Mayor, City Council members, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, expenses, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to or theft of property or other rights of any person or persons. The Restaurant further agrees to protect, defend, indemnify, and hold harmless the City, its Mayor, City Council members, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Restaurant.
9. The Restaurant and City acknowledge and agree that the Terms and Conditions may be updated by the City from time to time. The City shall provide Restaurant with thirty (30) days written notice of a change to the Terms and Conditions, unless said change is deemed an emergency in which case the City shall provide Restaurant with five (5) business days written notice of the change.



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Retail Terms and Conditions

1. A License Application Fee of \$100.00 shall be paid to the City of Lawrenceville at the time the application is submitted.
2. General Liability Insurance with a minimum coverage of \$1,000,000 per occurrence, must be maintained throughout the duration of this License Agreement. The insurance must cover the designated Outdoor Retail Area shown in the attached Site Plan and name the City of Lawrenceville as an additional insured. Proof of insurance must be submitted prior to the start of operations.
3. The License granted by this Agreement shall give the Retail Business the right to control and operate within the designated Outdoor Retail Area. The business may install signage, subject to City approval, to notify the public of this designation. The business shall be responsible for monitoring and managing the use of the Outdoor Retail Area.
4. The Retail Business is not permitted to sell or conduct commercial transactions in the Outdoor Retail Area unless express written approval is granted by the City.
5. The Outdoor Retail Area is considered an extension of the business premises and must comply with all applicable laws and ordinances. No commercial activity, vending, or display may take place outside the designated area.
6. The Retail Business is responsible for keeping the Outdoor Retail Area clean and free of litter and debris. All waste must be properly disposed of, and no trash should migrate to public streets, sidewalks, or surrounding areas.
7. The Retail Business shall be responsible for the maintenance and repair of any temporary structures, furnishings, or improvements used in the Outdoor Retail Area, in accordance with City and State code requirements. All outdoor furniture and fixtures must be of commercial-grade quality, suitable for exterior use, weather-resistant, and properly maintained. Pop-up tents, including 10x10 tents or similar temporary structures, are not permitted in the Outdoor Dining Area at any time.
8. This License is valid for one year from the date of issuance. The City may revoke the License with thirty (30) days written notice for non-compliance with any part of this Agreement or applicable license requirements. The Retail Business may apply to renew the License up to 60 days prior to its expiration. A renewal fee, determined by the City Manager, will apply.
9. The Retail Business agrees to indemnify and hold harmless the City, including its Mayor, Council Members, officers, agents, and employees, from any claims, damages, or liabilities arising from the use of the Outdoor Retail Area, including those related to injuries to person(s), property damage, theft, or worker's compensation claims involving the business's employees, contractors, patrons, customers, guests, invitees, etc.
10. The City of Lawrenceville reserves the right to update or revise these Terms and Conditions. The Retail Business will be provided with thirty (30) days' written notice of any changes, unless an emergency arises, in which case a five (5) business day notice will be given.