



## Streatery Agreement

Received Date:  
Approved Date:  
Approve by:  
\$100 fee paid:

**THIS AGREEMENT** (“Agreement”) is made this \_\_\_\_\_ (day) of \_\_\_\_\_ (month) 2021, by and between the City of Shawnee, OK (“City”) and the business (“Business”) listed below, collectively the “Parties.”

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Business Representative: \_\_\_\_\_

### Recitals

1. The City of Shawnee has determined that permitting outdoor dining areas, known as “Streateries,” by allowing private Businesses to utilize public parking spaces and right of way in the downtown area is both desirable and beneficial to the area.
2. The City has developed guidelines and a process for the review and approval of plans for the Streatery implementation and construction.
3. The Business has submitted plans meeting the aforementioned guidelines and received approval for the creation of the Streatery.
4. The Business understands and agrees to the conditions of that approval in the construction, installation, and operation of an approved Streatery.
5. The Business understands and agrees that the Streatery location in the Public Right of Way may make the removal of said Streatery by the City necessary in order to address repairs to public infrastructure, including but not limited to, utilities (both public and private), street surfaces, drainage infrastructure, and fiber optic lines.
6. If in the future, the Business opts to cease operation of the Streatery or ceases to operate the Business at that location, the Business has the responsibility for removing any equipment, fixtures, etc. related to the Streatery in the Public Right of Way.

### Indemnification.

The Business agrees to indemnify, defend, and hold harmless the City and its affiliates, officers, directors, shareholders, members, employees, agents, successors and assigns (collectively, the “Indemnified Parties”) from and against any third party liability, actions, claims, demands, costs, losses

or damages, including reasonable attorneys' fees (collectively, "Claims"), resulting from or arising out of this agreement, or which are related to Business's (including its officers, managers, employees, contractors, agents, and volunteers) conduct and operations, any violation of any laws by the Business (including its officers, managers, employees, contractors, agents, and volunteers), or any bodily injury including death or damage to property arising out of or in connection with any use of the Streatery.

### **Insurance.**

The Business shall procure and maintain for the duration of this agreement insurance against claims for which the Business has indemnified the City pursuant to this Agreement. The Business shall maintain General Liability limits no less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage, and with an aggregate of no more than Two Million and no/100 Dollars (\$2,000,000.00). Each insurance policy shall name the City as an additional insured and it shall be endorsed to state that: (i) coverage shall not be suspended, voided, or cancelled by either party, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to City; and (ii) for any covered claims, the Business's insurance coverage shall be primary insurance as respects the City and any insurance or self-insurance maintained by the City shall be in excess of the Business's insurance and shall not contribute with it. The insurance required to be provided herein, shall be procured by an insurance company with an "A" rating or better.

### **Notice.**

Any notice required to be given in writing by either party pursuant to this agreement shall be deemed to have been properly given only if (a) sent by the United States Postal Service, certified mail, postage prepaid, or (b) sent by FedEx or other comparable commercial overnight delivery service, and, in the case of any of the foregoing, addressed to the other party at the addresses set forth below or to such other address as the Business or the City may designate to each other from time to time by written notice. Notices shall be deemed to have been given on the day sent or deposited; provided, however, that any time period for a response or responsive action to such notice shall be measured from the date such notice is actually received (any notice actually received after 5:00 PM at the site of receipt shall be deemed received on the following business day).

(a.) If to Business:

Street Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact: \_\_\_\_\_

Contact Email/Phone: \_\_\_\_\_

(b.) If to the City:

City of Shawnee  
Planning Department  
222 N. Broadway  
Shawnee, OK 74804

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**CITY: THE CITY OF SHAWNEE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BUSINESS: \_\_\_\_\_**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Please include a sketch showing where the proposed streatory will be located identifying dimensions of streatory on sidewalk or non-ADA parking spaces. Remember that a 5' pathway must remain unobstructed on the sidewalk.