

## APPENDIX A

### CAFÉ SEATING AND RIGHT OF WAY RESTAURANT/RETAIL OPERATIONS LICENSE POLICY

#### —Terms and Conditions—

1. A License Application Fee in the amount of \$50.00 shall be paid to the City of Norcross at the time the application is submitted to the City.
2. General Liability Insurance with a minimum per occurrence amount of one million dollars shall be maintained during any time that this License is in effect. Said policy shall cover and apply to the subject right-of-way shown on the Site Plan attached to this Application and Agreement (“Subject ROW”). The City of Norcross 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 Subject ROW.
3. The License granted by this Agreement shall give the commercial vendor the right to control use of the Subject ROW. The vendor may post signage informing the public of its right to control access to the Subject ROW. The vendor shall be responsible for enforcement of the use of the Subject ROW and not the City.
4. The Subject ROW shall be considered part of the premises of the vendor for the purposes of any license issued by the City of Norcross. Patrons shall not be permitted to leave the Subject ROW with alcohol, unless the removal of said alcohol is in strict compliance with the ordinances of the City of Norcross and Georgia Law.
5. The Vendor shall be responsible for cleaning the Subject ROW. This includes making sure that all trash and debris is properly disposed of and that no trash or debris is permitted to leave the Subject ROW 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 Vendor shall be responsible for maintenance and repair of the Vendor’s equipment and fixtures placed within the Subject ROW in compliance with City and State codes and requirements.
7. This License shall be valid for 1 year from the date of issuance. The vendor may apply for renewal of License 60 days before expiration of current license. A renewal fee shall be applicable.
8. The Vendor 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 the 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 Vendor.

The Vendor 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.