

**REVOCABLE, NON-TRANSFERABLE  
NON-EXCLUSIVE USE AGREEMENT  
YEAR**

This REVOCABLE, NON-TRANSFERABLE, NON-EXCLUSIVE USE AGREEMENT (“Agreement”) is made on or as of the DATE day of MONTH YEAR (“Commencement Date”), by and between the CITY OF CHICAGO, an Illinois municipal corporation (the “Grantor” or the “City”), by and through its Department of Transportation, and ORGANIZATION NAME, an Illinois not-for-profit corporation, located at STREET ADDRESS, Chicago, Illinois ZIP CODE Attn.: NAME OF REPRESENTATIVE SIGNING THE AGREEMENT (“Grantee”).

**RECITALS**

**WHEREAS**, the Grantor owns, for the benefit of the public, the public ways within the City of Chicago, including but not limited to the public ways located on STREET NAME between CROSS STREETS OR ADDRESS RANGE, within the OFFICIAL COMMUNITY AREA NAME community area; and

**WHEREAS**, pursuant to Section 2-102-030(v) of the Municipal Code of Chicago, the Commissioner of the City’s Department of Transportation is authorized to administer the “Make Way for People – People Spots and People Streets” program and other programs to develop outdoor public enjoyment areas, and to negotiate and execute agreements to accomplish these programs' purposes, and to perform any and all acts, including the expenditure of funds subject to appropriation therefor, as shall be necessary or advisable in connection with the implementation of such agreements, including any renewals thereto; and

**WHEREAS**, Grantee has proposed enhancing those portions of the public way located on STREET NAME between CROSS STREETS OR ADDRESS RANGE, Chicago, IL, as further described and depicted in Exhibit A attached hereto and made a part hereof (such portions of the public way, the “Property” or “COMMUNITY NAME ALFRESCO STREET”), with PHYSICAL ELEMENTS (“Furnishings”) and programming that support outdoor dining; and

**WHEREAS**, Grantee shall, at its sole cost and expense, design, construct, install, improve, repair, replace, restore (including restoration following utility work, to the extent not restored by the applicable utility), maintain, insure, and use the COMMUNITY NAME ALFRESCO STREET (the “Project”) in accordance with the “Use Requirements” attached hereto as Exhibit B and the terms of this Agreement; and

**WHEREAS**, the Grantee requires from the Grantor a non-exclusive use agreement for the Property; and

**WHEREAS**, Grantor has agreed to grant a revocable, non-transferable, non-exclusive use of the Property to the Grantee upon the terms and conditions set forth herein, and for no other use or purpose;

**NOW, THEREFORE,** in consideration of the foregoing premises and the respective representations, warranties, agreements, covenants and conditions, mutual benefits and detriments herein contained, and other good and valuable consideration, the parties agree as follows:

1. **Incorporation of Recitals.** The above recitals are incorporated herein and made a part hereof as if fully set forth herein.
2. **Grant and Term.** Grantor hereby grants to the Grantee a revocable, non-transferable non-exclusive use in and to the Property, for the purposes of permitting the Grantee, and its agents, contractors and engineers, to engage in and perform the Project, and for no other use or purpose, commencing on the Commencement Date and continuing until the earliest of: (a) MONTH DAY, YEAR; (b) the date on which the Occupy the Public Right of Way permit released pursuant to this Agreement expires; and (c) the date on which this Agreement terminates in accordance with its terms (the date that is the earliest of (a), (b) and (c), is the "Termination Date"). The Termination Date may be extended pursuant to written agreement of the parties. The period from the Commencement Date through the Termination Date, as the Termination Date may be amended, shall be referred to herein as the "Term". The Grantee shall remove the Furnishings from the Property no later than the Termination Date, as may be amended, unless directed otherwise in writing by the Commissioner of the City's Department of Transportation.
3. **Performance.** All work for the Project shall be performed by the Grantee or any of its agents at the Grantee's sole cost and expense in a good and workmanlike manner and in accordance with all applicable federal, state and local laws, ordinances and regulations ("Laws"). If any mechanic's or materialmen's lien is asserted or recorded against the Property, the Grantee shall or shall cause its prompt removal and, defend, indemnify and hold harmless the Grantor and its respective officials, officers, employees, agents, and attorneys from and against any and all expenses, damages and liability arising therefrom. The Grantee shall take, or cause to be taken, all reasonable safety precautions, including, but not limited to, temporarily restricting or eliminating access to adjoining portions of the public way, and installing barricades and warning signs, if necessary, to protect the Furnishings, the Property and third-parties adjacent property from damage. Grantee shall at all times maintain the Furnishings, the Property and other Grantor adjacent property in a good, clean and safe condition. No alterations to the Property shall be performed without the Grantor's prior written consent.
4. **Grantor Access.** Grantor reserves the right to access the Property for any purpose that shall not be inconsistent with the rights herein granted to the Grantee.
5. **Permits.** Grantee shall obtain all required permits from the Grantor and other required governmental permits and approvals, if any, for the Project. Grantee acknowledges that installation of the Project shall not take place prior to obtaining an Occupy the Public Right of Way Permit for its installation. Grantee and its agents, employees, contractors, subcontractors and consultants shall comply at all times with any and all Laws.
6. **Insurance.** Grantee shall procure, maintain, or cause to be procured and maintained, at Grantee's sole cost and expense (or the cost and expense of its contractors or subcontractors as applicable), during the entire Term of this Agreement, the types and amounts of insurance set forth below with insurance companies authorized to do business in the State of Illinois, covering

the Project, the Property and the performance of this Agreement, whether performed by or on behalf of Grantee.

(a) Worker's Compensation and Employer's Liability Insurance. Grantee and its contractors and subcontractors shall procure and maintain Worker's Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement, and Employer's Liability Insurance with limits of not less than \$500,000 each accident or illness.

(b) Commercial General Liability Insurance (Primary and Umbrella). Grantee and its contractors and subcontractors shall procure and maintain Commercial General Liability Insurance, or equivalent, with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage shall include, at a minimum, all premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Grantor shall be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Project or the Property. The Grantor shall be named as an additional insured with respect to such coverage on a primary, non-contributory basis.

(c) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with the maintenance or use of the Project, Grantee and its contractors and subcontractors shall procure and maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Grantor shall be named as an additional insured with respect to such coverage on a primary, non-contributory basis.

Grantee shall deliver, or cause its contractors or subcontractors to deliver, to the Grantor certificates of insurance required hereunder. The receipt of any certificate does not constitute agreement by the Grantor that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements set forth herein. The failure of the Grantor to obtain certificates or other evidence of insurance from Grantee (or its contractors or subcontractors as applicable) shall not be deemed to be a waiver by the Grantor of the insurance requirements set forth herein. Grantee shall advise all insurers of the insurance requirements set forth herein. Non-conforming insurance, or failure to submit a Certificate of Insurance evidencing such coverages, shall not relieve Grantee of the obligation to provide insurance as specified herein. The Grantor may terminate this Agreement for non-fulfillment of the insurance conditions, and retains the right to stop work until proper evidence of insurance is provided.

Grantee (or its contractors or subcontractors as applicable) shall be responsible for any and all deductibles or self-insured retentions. Grantee agrees that insurers shall waive their rights of subrogation against the Grantor, its employees, elected officials, agents, and representatives. Grantee expressly understands and agrees that any coverages and limits furnished by it (or its contractors or subcontractors as applicable) shall in no way limit Grantee's liabilities and responsibilities specified in this Agreement or by law. Grantee expressly understands and agrees that its insurance (or that of its contractors or subcontractors as applicable) is primary and any

insurance or self-insurance programs maintained by the Grantor shall not contribute with insurance provided by Grantee (or its contractors or subcontractors as applicable) under this Agreement. The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

Grantee shall require all contractors and subcontractors to maintain the above-described coverage, or Grantee may provide such coverage for its contractors and subcontractors. If Grantee or any contractor or subcontractor wants additional coverage, such party shall be responsible for the acquisition and cost of such additional protection. The Grantor shall have no responsibility to provide insurance or security for the Property, material, supplies, or equipment to be used by Grantee or any of its contractors or subcontractors in connection with the Project.

The City of Chicago, Department of Finance, Office of Risk Management, maintains the right to modify, delete, alter or change these requirements.

7. **Security.** Grantee is responsible for properly securing the Property and for all activities that shall take place on the Property during the Term. Grantee agrees that no illegal drugs of any kind or nature shall be sold, given away, or consumed in connection with the **COMMUNITY NAME ALFRESCO STREET**.

8. **Termination.** The Grantor may revoke and/or terminate this Agreement and the Grantee's Occupy the Public Right of Way permit at any time by giving Grantee ten (10) days' prior written notice of its intention to terminate. Upon such revocation or termination, the Grantee shall, at its sole cost and expense, remove any Furnishings and restore the Property to the same or better condition than that which existed immediately prior to the Commencement Date (see Exhibit B for additional provisions relating to restoration).

9. **Breach.** In the event of a breach of this Agreement by the Grantee that is not cured within sixty (60) days after written notice to the Grantee specifying such breach, Grantor reserves its right to all of its remedies at law and in equity. Such remedies shall include the rights of Grantor to revoke Grantee's Occupy the Public Right of Way permit and terminate this Agreement. Grantee shall reimburse the Grantor for any and all costs and expenses, including reasonable attorney's fees, which Grantor incurs in connection with the enforcement of its rights under this Agreement.

10. **Indemnification.** The Grantee shall indemnify, defend (through an attorney reasonably acceptable to the Grantor) and hold the Grantor, and its officers, agents, agencies, departments and employees, harmless from and against any and all actions, claims, suits, losses, damages, liens, liabilities, fines, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) ("Claims"), including but not limited to, any and all third party Claims, incurred in connection with, arising out of or incident to (a) any act, misrepresentation or omission of the Grantee or its agents, employees, contractors, subcontractors or consultants, invitees, or licensees, in connection with this Agreement, (b) any entry upon the Property or use of the Project by or on behalf of Grantee, its agents, employees, contractors, subcontractors or consultants, invitees, and licensees in connection with this Agreement, (c) the failure of the Grantee to perform its obligations under this Agreement, (d) Grantee's or its contractors' failure to pay contractors,

subcontractors or material suppliers in connection with the Project, (e) the Grantee's failure to redress any misrepresentations or omissions in this Agreement; and (f) any activity undertaken by the Grantee or any Agent on the Property. The foregoing indemnity shall survive any termination of this Agreement, regardless of the reason for such termination.

11. **Notice.** Any notice required or permitted to be served under this Agreement may be served by registered mail or in person as follows:

If to the Grantor:

Department of Transportation  
2 North LaSalle Street  
11<sup>th</sup> Floor  
Chicago, Illinois 60602  
Attn: Commissioner

with a copy to:

Corporation Counsel's Office  
121 North LaSalle Street  
Room 600  
Chicago, Illinois 60602  
Attn: Real Estate and Land Use Division

If to the Grantee:

At the address set forth in the preamble.

Either party may change the address for notice by notice to the other party. Notice served under this Agreement may be by United States certified mail, return receipt requested, with postage prepaid. For purposes of this Agreement, notices shall be deemed to have been "given" or "delivered" on personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mail as provided in this Agreement.

12. **Business Relationships.**

The Grantee acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (b) that it has read such provision and understands that pursuant to such Section 2-156-030(b) it is illegal for any elected official of the Grantor, or any person acting at the direction of such official, to contact, either orally or in writing, any other Grantor official or employee with respect to any matter involving any person with whom the elected Grantor official or employee has a "Business Relationship" (as described in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030(b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this

Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Grantee hereby represents and warrants that no violation of Section 2-156-030(b) has occurred with respect to this Agreement or the transactions contemplated hereby.

13. **Patriot Act Certification.**

The Grantee represents and warrants that neither the Grantee nor any Affiliate (as hereafter defined) thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the Grantor may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in this Section 13, an “Affiliate” shall be deemed to be a person or entity related to the Grantee that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the Grantee, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

14. **Prohibition on Certain Contributions – Mayoral Executive Order No. 2011-4.**

A. The Grantee agrees that the Grantee, any person or entity who directly or indirectly has an ownership or beneficial interest in the Grantee of more than 7.5 percent (“Owners”), spouses and domestic partners of such Owners, the Grantee’s contractors (i.e., any person or entity in direct contractual privity with the Grantee regarding the subject matter of this Agreement) (“Contractors”), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent (“Sub-owners”) and spouses and domestic partners of such Sub-owners (the Grantee and all the other preceding classes of persons and entities are together the “Identified Parties”), shall not make a contribution of any amount to the Mayor of the City of Chicago (the “Mayor”) or to his political fundraising committee (a) after execution of this Agreement by the Grantee, (b) while this Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the Term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

B. The Grantee represents and warrants that from the later of (a) May 16, 2011, or (b) the date the Grantor approached the Grantee, or the date the Grantee approached the Grantor, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

C. The Grantee agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor’s political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor’s political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

D. The Grantee agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

E. Notwithstanding anything to the contrary contained herein, the Grantee agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 14 or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the Grantor, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the Grantor to all remedies (including, without limitation, termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

F. If the Grantee intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the execution of this Agreement as authorized by City Council, the Grantor may elect to decline execution of this Agreement.

G. For purposes of this provision:

- (i) “Bundle” means to collect contributions from more than one source, which contributions are then delivered by one person to the Mayor or to his political fundraising committee.
- (ii) “Other Contract” means any other agreement with the Grantor to which the Grantee is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.
- (iii) “Contribution” means a “political contribution” as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.
- (iv) Individuals are “domestic partners” if they satisfy the following criteria:
  - (a) they are each other's sole domestic partner, responsible for each other's common welfare; and
  - (b) neither party is married; and
  - (c) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(d) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and

(e) two of the following four conditions exist for the partners:

(1) The partners have been residing together for at least 12 months.

(2) The partners have common or joint ownership of a residence.

(3) The partners have at least two of the following arrangements:

(A) joint ownership of a motor vehicle;

(B) joint credit account;

(C) a joint checking account;

(D) a lease for a residence identifying both domestic partners as tenants.

(4) Each partner identifies the other partner as a primary beneficiary in a will.

(v) “Political fundraising committee” means a “political fundraising committee” as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

15. **Failure to Maintain Eligibility To Do Business With The City.**

Failure by Grantee or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of the Agreement and the transactions contemplated thereby. Grantee shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

16. **Inspector General**

It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago. The Grantee understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago.

17. **2014 City Hiring Plan.**

(i) The City is subject to the June 16, 2014 “City of Chicago Hiring Plan” (as amended, the “2014 City Hiring Plan”) entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.



(ii) Grantee is aware that City policy prohibits City employees from directing any individual to apply for a position with Grantee, either as an employee or as a subcontractor, and from directing Grantee to hire an individual as an employee or as a subcontractor. Accordingly, Grantee must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Grantee under this Agreement are employees or subcontractors of Grantee, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Grantee.

(iii) Grantee will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iv) In the event of any communication to Grantee by a City employee or City official in violation of subparagraph (ii) above, or advocating a violation of subparagraph (iii) above, Grantee will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General (the "OIG"), and also to the head of the relevant City Department utilizing services provided under this Agreement. Grantee will also cooperate with any inquiries by the OIG.

18. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

19. **Cumulative Remedies.** The remedies of any party hereunder are cumulative and the exercise of any one or more of such remedies shall not be construed as a waiver of any other remedy herein conferred upon such party or hereafter existing at law or in equity, unless specifically so provided herein.

20. **Entire Agreement; Modification.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This Agreement may not be modified or amended in any manner without the prior written consent of the parties hereto. No term of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefited by such term.

21. **Exhibits.** All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

22. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles.

23. **Headings.** The headings of the various sections and subsections of this Agreement have been inserted for convenience of reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

24. **Waiver.** Waiver by the Grantor or the Grantee with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the Grantor or the Grantee in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. Neither prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any such party's rights or of any obligations of any other party hereto as to any future transactions.

25. **Severability.** If any term of this Agreement or any application thereof is held invalid or unenforceable, the remainder of this Agreement shall be construed as if such invalid part were never included herein and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

26. **Successors and Assigns.** Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the parties.

27. **Authority.** The parties represent and warrant to each other that they have the full right and lawful authority to enter into this Agreement.

**THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed by their duly authorized representatives on the date first written above.

**CITY OF CHICAGO**

an Illinois municipal corporation

By: \_\_\_\_\_  
Commissioner of Transportation

Approved as to form and legality:

By: \_\_\_\_\_  
Senior Counsel

**GRANTEE:**

**ORGANIZATION NAME**

an Illinois not-for-profit corporation

By: \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Its:** \_\_\_\_\_

**EXHIBIT A**

**DESCRIPTION, PLAN AND INSTALLATION  
OF THE COMMUNITY NAME ALFRESCO STREET  
(LOCATED ON STREET BETWEEN CROSS STREETS OR ADDRESS RANGE)**

## **EXHIBIT B**

### **SAFETY, MAINTENANCE, USE AND RESTORATION DUTIES**

**Grantee shall perform, or cause to be performed, and comply with, the following:**

#### **Safety Measures**

- Monitor the Property, including the Furnishings and any activities on the Property, to ensure safety.
- Pedestrian traffic must not be blocked at any time. A 6' walking path shall be maintained between private property lines and any Furnishings.
- Projects must meet COVID-19 social distancing guidelines and other applicable health guidelines as established by the Chicago Department of Public Health.
- Ensure that access to bus stops and bus boarding / and exiting areas is not impeded.
- Maintain a minimum 1' setback from the face of the curb to movable furniture, and 2' setback for surface mounted furniture, along active vehicular zones.
- Not place Furnishings inside any tree pits or planted areas, or block any existing driveways, ADA ramps, bus stops, bike racks or Divvy stations.
- Obtain an electrical permit from the Department of Buildings for any electrical connections to buildings.

**The City reserves the right to require additional safety measures.**

#### **Paint Design Standards**

- Ensure that all paint materials to be used on streets or sidewalks are skid and slip resistant. Submit to CDOT product data sheets for all paint materials to be used prior to installation for determination of acceptable slip resistance.
- Not paint any portion of the street or sidewalk, except as identified in Exhibit A, without CDOT's prior written approval.
- Not paint over or within 6" of any traffic control safety markings.
- Not paint between the stop bars and the crosswalks.
- Not paint over or within 6" of any sides of ADA detectable warning tiles.

- Not paint fire hydrants or over a yellow painted curb next to fire hydrants.
- Not paint tree grates.
- Patterns on the street should not be distracting to drivers.
- All painted elements shall be appropriate for display to the general public of all ages and shall not contain material or information that:
  - is false, misleading, or deceptive;
  - is libelous or defamatory;
  - promotes unlawful or illegal products, services or activities;
  - infringes on any copyright, trade or service mark, patent, trade secret or other intellectual property right of any person or entity;
  - implies or declares an endorsement by the City of Chicago of any product, service or activity, except upon the written consent of the City of Chicago;
  - is obscene, pornographic, or sexually-explicit material, including, but not limited to, the depiction of nudity, sexual conduct, or sexual excitement;
  - promotes or depicts tobacco or tobacco-products, or their use, or advertises entities whose business is substantially derived from the sale of tobacco or tobacco products;
  - promotes or depicts alcoholic beverages or the use of alcoholic beverages if such advertisement or promotional material is within a 500-foot radius of a school up through the level of high school, a house of worship or a playground (other than a playground located adjacent to a linear park that is more than one mile in length and is located within the public way);
  - advertises entities whose business is substantially derived from the sale of firearms;
  - supports or opposes a political message, or a public issue or cause;
  - advocates imminent lawlessness or violent action, or contains graphic depictions of violence; or
  - supports or opposes a religion or religious denomination, creed, tenet or belief, atheism or agnosticism, or that contains a religious message, symbol or endorsement.

### **Tree Lighting and Fixtures**

- Obtain prior written approval from CDOT for any proposed decorative lighting or fixtures on trees. All items would have to be pre-approved in writing by the Bureau of Forestry and all electrical connections would have to be approved by the City.
- Decorative lights can only be installed around tree trunks and branches between October 1<sup>st</sup> through March 15<sup>th</sup> and shall be monitored on a monthly basis to ensure that they are not detrimental to the long-term health and survival of trees.
- Decorative lights installed around tree trunks and branches must be removed annually no later than March 15<sup>th</sup> to adjust to and allow for tree growth.

### **Maintenance**

- Repaint painted elements as needed to maintain their quality and appearance.
- Maintain the Property and Furnishings and remove or replace any damaged materials as might be required.
- Clean and sanitize the Furnishings as well as remove litter and debris that accumulates in the surrounding areas generated as a result of the Project.
- Secure or store movable Furnishings after the Project hours of operation.
- Report any damage to the Property or the Furnishings to the Chicago Department of Transportation, Livable Streets Program at 312-744-5900.

### **Use**

- Businesses seeking to extend dining service onto the **street (or curbside)** must meet all requirements under the City's Expanded Outdoor Dining Program (EOD) and obtain an EOD permit; and
- Businesses seeking to extend dining service onto the **sidewalk** must obtain all required Sidewalk Café permits from the Department of Business Affairs and Consumer Protection ("BACP"); and
- Tables and chairs placed on the sidewalk or on the street (or curbside) not permitted through a Sidewalk Café or an Expanded Outdoor Dining permit (respectively) shall remain open for public use and be used to facilitate curbside pick-up and outdoor dining; and

- Businesses conducting liquor only sales on the sidewalk must obtain an EOD permit (as allowed by the City); and
- Establishments directly providing table service or distributing food for curbside pick-up must have a valid Retail Food Establishment license issued by BACP; and
- A Special Events permit must be obtained for events that include food preparation; food, alcohol or merchandise sales; tents larger than 20' X 20' (400 sq. ft.); or stage(s) taller than 2 feet tall; and
- Businesses selling alcoholic beverages for consumption must obtain a Special Event Liquor License issued by BACP; and
- Must ensure all applicable licenses are obtained, including, but not limited to:
  - A Street Peddler license is required for any person(s) who, going from place to place, is selling goods, wares, merchandise, wood, fruits and/or vegetables.
  - A Street Performer license is required for any person(s) performing in the public way, including, but not limited to, the following activities: acting, singing, playing musical instruments, pantomime, juggling, magic, dancing or reciting. A performance may take place between the hours of 10:00 a.m. and 8:00 p.m. on Sundays through Thursdays, and 10:00 a.m. and 10:00 p.m. on Fridays and Saturdays.
  - A Mobile Food Dispenser license is required for any person(s) serving individual portions of food that have been previously prepared and are totally enclosed in a wrapper or container and which have been manufactured, prepared or wrapped in a licensed food establishment.
  - A Mobile Food Preparer license is required for any person who prepares and serves food from a mobile food truck.
  - A Pop-Up Retail User license is required for short-term retail sales taking place at fixed indoor or outdoor retail spaces, or as part of a trade show or exhibition (such as art fairs and street festivals).
  - A Special Event Food license is required for any person serving food as part of a Department of Cultural Affairs and Special Events-permitted Special Event.



## **General**

- Notify the Chicago Department of Transportation of any misuse of the Property or Furnishings; and
- Ensure that private entities do not prevent public access to the Property or serve private goods and services on the Property unless permitted or licensed, as applicable, by the City; and
- Provide protective barriers as required and approved by CDOT.

**If the Property and/or Furnishings are not used in accordance with the terms of this Agreement or any applicable law, rule, regulation or ordinance, the City has the right to: revoke the Grantee's Occupy the Public Way permit; terminate this Agreement; require removal of the Furnishings; require the Grantee to restore the Property to the same or better condition than that which existed immediately prior to the Commencement Date; and to exercise any remedies available under law or in equity.**

## **Restoration**

- All surface treatments shall be temporary and Grantee shall remove, or cause to be removed, all such treatments upon the termination of this Use Agreement; and
- All Furnishings must be removed and stored off-site at the conclusion of the permit; and
- Restore the pavement to the conditions existing immediately before the installation following CDOT Rules and Regulations for Construction in the Public Way; and
- Existing pavement conditions (sidewalk and / or street) will need to be documented prior to installing any surface mounted elements. Concrete or asphalt damaged upon removal of surface mounted elements will need to be replaced and / or restored by the Grantee; and
- All temporary traffic control signage shall be removed upon the Termination Date in coordination with CDOT.