

## Seasonal Patio Summer Registration Form

Date: \_\_\_\_\_

Use this form to register a summer seasonal patio between April 1 and October 31. This registration applies to patios on private property or in the public right of way. There are no City fees for summer seasonal patios. You must register each summer season.

### Patio information:

Business name:	
Street number:	Street name:
Select one of the following options: <input type="checkbox"/> Patio is on the Public Right of Way <input type="checkbox"/> Patio is on private property	
If the patio is on the Public Right of Way, please identify its location (check all that apply): <input type="checkbox"/> On-street <input type="checkbox"/> Sidewalk <input type="checkbox"/> Boulevard <input type="checkbox"/> Other	
Will alcohol be served on the patio? <input type="checkbox"/> Yes <input type="checkbox"/> No	

### Applicant information:

Applicant name:	Daytime phone number:
Email address:	

### Declaration:

- I hereby declare that the construction of the seasonal patio at the above noted location will comply with the general safety requirements outlined on this registration form and the Provincial Regulations.
- I understand that if the seasonal patio is in the Public Right of Way, I am agreeing with the insurance, indemnification and release clauses outlined in Appendix 1, and I will provide a Certificate of Insurance to the City of Winnipeg Risk Management Division within 5 business days of registration.
- I acknowledge the seasonal patio is temporary in nature and may be terminated by the City with 48 hours' notice (unless emergency access is required for patios in the Public Right of Way, and/or operational safety concerns are identified in which case no notice is required). This registration form does not imply authorization of a permanent patio or imply approval for matters under Provincial jurisdiction.
- I acknowledge if registration is cancelled, the patio must be removed within 5 business days, from the day of cancellation.

The seasonal patio is only valid for the year in which it has been applied for, between April 1 and October 31. Currently, there are no applicable City fees or charges for seasonal patios.

**General safety requirements:**

1. Patio must be open air - no tents/structures/canopies.
2. Patios with 60 persons or less shall be provided with one or more means of egress (minimum of one – 3'-0" (900mm) opening or swing gate).
3. Patios with greater than 60 persons, shall provide two remote means of egress (minimum of two – 3'-0" (900mm) openings or swing gates that open out from the patio).
4. Patio infrastructure must be installed and secured in a manner that minimizes damage to the sidewalk, roadway, and curb. Whether the patio is installed or removed, there must be no resulting hazards in the right-of-way. The applicant may be required, as determined by the City, to pay costs associated with repairing damage to City infrastructure caused by the patio.
5. A clear path of pedestrian travel of 5'-0" (1.5 m) min. must be maintained on the sidewalk.
6. Patio umbrellas, planter boxes, signs, sandwich boards, etc. must not overhang or extend beyond the fenced area.
7. Patio must be 19'-8" (6 m) back from a bus stop if any.
8. There must be access to a fire extinguisher inside or outside the building, and 3'-3" (1 m) clearance for the fire department connection.
9. All cooking must take place inside the licensed area.
10. No open-air fires (bonfires, no solid fuel permitted) allowed within the patio, however enclosed gas radiant heaters can be used as per manufacturer's instructions.
11. A sidewalk patio area shall be set back from the face of the curb by a minimum of 1'-8" (0.5m).
12. In an emergency maintenance/repair situation the patio elements will be removed by others to allow for the maintenance/repair activities. In a non-emergency maintenance/repair situation notice will be provided to the applicant to have the patio elements removed to allow for the maintenance/repair activities.
13. Sound levels are not to exceed 60d Ba and must conform to Part 5 of Neighbourhood Liveability Bylaw 1/2008.

**General design requirements:**

1. A fence surrounding the patio is required if alcohol is being served.
2. Patio must not extend in front of adjacent tenant spaces.
3. The organization of tables, seating and access must accommodate a wheelchair.
4. Fence and all furniture within the patio must be equal to or less than 3'-3" (1 m) in height.
5. Business name and logo may appear on fencing, but other banners and signs are generally prohibited.

If the requirements of a seasonal patio cannot be met, please contact the Real Estate Branch to determine whether another option may be available.

### Additional safety requirements for patios in the right of way:

6. On-street patios are not permitted on two-lane roads.
7. On-street patios in the curb lane are only permitted in locations where parking is allowed at all times of day.
8. Patios cannot encroach into existing loading zones.
9. Patios cannot be located on streets with a speed limit over 50 km/h.
10. On-street patios cannot be 29'-7" (9m) in front of stop signs or traffic signals.
11. Sidewalk and on-street Patios cannot be within 9'-10" (3m) of an intersection.
12. Install an Object Marker sign (WA-36R or WA-36L) at the outside corner of the on-street patio nearest approaching traffic, facing vehicle traffic. The sign can be post mounted, and the bottom edge must be  $\leq 1.0$  m (3 ft 3 in) above the boardwalk. Use a WA-36R for patios on the right of the nearest travel lane, and a WA-36L for patios on the left side of a one-way street.
13. The on-street patio can be no closer than 3'-3" (1.0m) from the adjacent travel lane.
14. The height of the on-street patio must be within 0.5" (13mm) of the sidewalk.
15. A fence with a height equal to 3'-3" (1.0m) must separate the patio from the roadway.

### Required documentation checklist:

The following documentation needs to be submitted for review and approval, where applicable. The drawings can be prepared by hand; no engineer or architect is required.

- Site plan** – fully dimensioned, including the location of the patio relative to the restaurant. The site plan must demonstrate all safety and design requirements have been met.
- Letter of Authorization** - from the owner or property manager (if the owner is not the applicant).

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Applicant signature

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Building owner signature (if different from applicant)

We are collecting your personal information to manage and administer your application. *The Freedom of Information and Protection of Privacy Act (FIPPA)* section 36(1)(b) allows us to collect it for this purpose, while FIPPA section 44(1)(a) allows us to disclose it. FIPPA gives you privacy rights, and we do not use or share your personal information for any other purpose unless it is authorized by law or with your consent. Contact the City of Winnipeg Corporate Access and Privacy Officer at [FIPPA@winnipeg.ca](mailto:FIPPA@winnipeg.ca) or dial 311 if you have questions about this collection of your personal information.

This communication is available in alternate accessible formats. To request alternate formats, email [ppd-zdo@winnipeg.ca](mailto:ppd-zdo@winnipeg.ca) or call 204-986-5140.

## Appendix 1

### Section 1

### Insurance

#### Insurance required

- 1.01 The Grantee will obtain and maintain during the full term of this agreement a commercial general liability policy of insurance which includes without limitation the following provisions:
- (a) the City of Winnipeg to be added as an additional insured;
  - (b) the policy to contain a cross liability clause or severability of interest clause;
  - (c) minimum limits of \$2,000,000.00 all-inclusive, including bodily injury & property damage, contractual liability, host liquor liability and products and completed operations; if applicable, include evidence of liquor liability;
  - (d) provide for thirty (30) days prior written notice of cancellation; and
  - (e) shall not contain any special limitations on the scope of coverage afforded the City, its officers, officials, employees, agents or volunteers.

#### Deductibles

- 1.02 All applicable deductibles shall be borne by the Grantee and the Grantee shall pay all deductibles when same become due and payable.

#### Certificates of insurance

- 1.03 The Grantee shall file with the City an annual Certificate of Insurance at the following address:

Attention: Supervisor of Insurance

**The City of Winnipeg**

Risk Management Division

3rd Floor - 185 King Street

Winnipeg, Manitoba, R3B 1J1

Email: [insurance@winnipeg.ca](mailto:insurance@winnipeg.ca)

## **Section 2**

### **RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY**

In consideration of granting of the permission applied for, the Applicant for themselves and if applicable on behalf of and with the instructions from the Owner and any party on behalf of whom the Applicant acts, hereby agree as follows:

1. To waive any and all claims that I/we have, may have, or may in the future have, against City of Winnipeg, its directors, officers and employees (hereinafter the “Releasees”) as a result of the issuance of this seasonal patio permit or any works or construction undertaken pursuant to this permit or for any inspections or audits undertaken as a result of this permit.
2. To release the Releasees from any and all liability for any loss, damage, injury or expense that I/we may suffer due to any cause whatsoever including negligence, any indirect or consequential damages, including, but not limited to, loss of profit or any breach of duty of care owned by the Releasees as a result of the issuance of this permit or for any inspections or audits undertaken as a result of this permit.
3. I hereby agree to indemnify and hold harmless the Releasees from any and all liability for claims, judgments, costs and expenses of any kind whatsoever incurred by myself, or the party for whom I act as agent, or any third party which may in any way accrue against the Releasees in consequence of and incidental to the granting of this permit.
4. I agree to pay the costs of repairing any damage to the sidewalk, curb and/or any other City services by reason of the operations in respect of which this permit is applied for.
5. I agree to comply with all requirements of the Winnipeg Building By-law 4555/87 and all other acts, regulations and by-laws in force in the City of Winnipeg.
6. I declare that all information provided in the support of this application is true and correct and acknowledge that the City of Winnipeg accepts no responsibility for the accuracy or completeness of the information contained herein.
7. I further understand this is only an application and does not constitute an approval to commence any construction.
8. The indemnities and releases contained herein will survive the expiration or earlier termination of the seasonal patio permit.