



## **COVID-19 OUTDOOR EATING AND DRINKING RELIEF PROGRAM**

Development Services Department

To offer relief to local eating and drinking establishments and reduce the negative impact on operations caused by the COVID-19 Pandemic, the Village of Lisle has developed an outdoor eating and drinking relief program that will assist in the creation or expansion of outdoor eating and drinking areas in a manner that is consistent with the Illinois Department of Public Health Restore Illinois Plan.

Relief is offered through the temporary suspension of Village Code regulations that would inhibit the ability to offer outdoor eating and drinking options, both on private property and in Village rights-of-way.

The Lisle business community is encouraged to work together in a collaborative manner and develop creative solutions allowing for the creation or expansion of outdoor eating and drinking areas. Such solutions may include the establishment of shared outdoor areas, repurposing private parking lots, and the establishment of outdoor areas on or in front of neighboring business operations.

### Eligibility

Existing eating and drinking establishments with indoor seating located within the Village of Lisle that have applied for and secured a COVID-19 Outdoor Eating and Drinking Relief Program Permit.

### Program Duration

The COVID-19 Outdoor Eating and Drinking Relief Program commences on May 29, 2020 and expires 30 days after the state or the Lisle area public health region enters Phase 5 of Restore Illinois or until such time as repealed by the Mayor and Board of Trustees or restricted by State law or an Executive Order of the Governor of the State of Illinois or the end of the Governor's State of Illinois' emergency declaration regarding COVID-19.

The requirements, rules, and regulations of the COVID-19 Outdoor Eating and Drinking Relief Program are subject to change, including suspension and revocation, with limited notice.

The Village Manager, Development Services Director, Public Works Director or Chief of Police have the authority to suspend or revoke any COVID-19 Outdoor Eating and Drinking Relief Program Permit.

### Program Fees

There is no fee to obtain a COVID-19 Outdoor Eating and Drinking Relief Program Permit.

Outdoor areas that are authorized to occur on Village owned property, including Village rights-of-way, must submit a Certificate of Liability Insurance naming the Village of Lisle as an additional insured.

## Occupancy

The total outdoor area capacity may not exceed the current interior seating capacity.

## Parking Requirements

Village staff may authorize the reduction of minimum parking requirements and setbacks to allow for outdoor dining areas to be established on private property within existing parking lots.

## Program Rules and Regulations

1. Prior to establishing an outdoor eating and drinking area, a revocable permit shall be obtained from the Village.
  - a. The revocable permit shall be valid from May 29, 2020 and expires 30 days after the state or the Lisle area public health region enters Phase 5 of Restore Illinois or until such time as repealed by the Mayor and Board of Trustees or restricted by State law or an Executive Order of the Governor of the State of Illinois or the end of the Governor's State of Illinois' emergency declaration regarding COVID-19.
  - b. The Village Manager, Development Services Director, Public Works Director or Chief of Police shall have the authority to suspend or revoke permits and privileges.
  - c. The requirements, rules, and regulations of the COVID-19 Outdoor Eating and Drinking Relief Program are subject to change, including suspension and revocation, with limited notice.
2. Outdoor eating and drinking areas shall be operated in accordance with all CDC, Illinois Department of Public Health, DuPage County Health Department, and Restore Illinois protocols, guidelines, rules, and regulations.
3. For outdoor eating and drinking areas established on Village owned property or within Village rights-of-way, a certificate of insurance naming the Village of Lisle as an additional insured and a hold harmless agreement are required.
  - a. Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, property damage and personal injury with a general aggregate of \$4,000,000 limit. The Village, its officials, employees, agents and volunteers shall be named as an additional insured on a primary and non-contributory basis under the policy or coverage by original endorsement signed by a person authorized to bind coverage.
  - b. Liquor Liability: maintain a minimum of \$2,000,000 per occurrence for its sale of alcoholic beverages and require that any other party selling or serving alcoholic beverages during the Event shall provide Liquor Liability insurance in the same amount with the Village, its officials, employees, agents and volunteers named as additional insured on a primary and non-contributory basis by original endorsement signed by a person authorized to bind coverage.
4. Design plans shall be provided indicating the location of the outdoor eating and drinking area. Plans shall depict compliance with the following design requirements:
  - a. All tables must be six feet apart from each other and aisles.
  - b. There shall be a clear path of at least three feet provided from the main building entrance.
  - c. Outdoor dining areas located within the public right-of-way shall be located so that a clear path of at least six feet or two separate paths of at least three feet parallel to the street are provided for passage of pedestrians.

5. All items placed in the public right-of-way for the operation of the outdoor eating and drinking area shall not be located in pedestrian crosswalk access aisles.
6. Umbrellas must be secured to a base or anchor.
7. The outdoor eating and drinking area shall comply with the Illinois Accessibility Code.
8. The outdoor eating and drinking area shall be delineated and enclosed by a functional pedestrian barrier.
9. The outdoor eating and drinking area shall be under the direct supervision and control of the principal restaurant.
10. Hours of operation for liquor license holders shall be consistent with the Village's Liquor Control Regulations. Non-liquor license holders shall maintain hours of operation consistent with pre-pandemic operations.
11. Items placed on public right-of-way shall not be permanently attached or anchored.
12. Alcoholic beverages shall not be served or consumed outside of the outdoor dining area.
13. The outdoor eating and drinking area shall be promptly bussed, sanitized, and disinfected. The adjacent areas shall be maintained free of trash, litter, debris and obstructions.
14. Tables, chairs, umbrellas, and the functional pedestrian barrier are permitted to remain overnight during the active permit period. Umbrellas shall be closed. No items shall be secured to public property overnight.
15. It is the permit holder's responsibility to be aware of severe weather, to provide evacuation directions if necessary, and secure outdoor eating and drinking area items.
  - a. All tent fabric and canopy fabric shall be removed from structures when winds are 30 mph or greater.
  - b. Tent fabric and canopy fabric shall be removed prior to snowfall.
16. Smoking within the outdoor eating and drinking area is prohibited.
17. It permit holder's responsibility to ensure that outdoor areas are cleared to facilitate snow removal. If areas are not cleared of all obstructions, snow removal is the responsibility of the permit holder.
18. Tents and canopies must comply Title 4, Chapter 9, of the Lisle Village Code and are subject to a separate permit.
19. Portable outdoor gas-fired heating appliances are permitted, subject to the following:
  - a. Heating appliances are prohibited inside tents or canopies.
  - b. Heating appliances must be located a minimum of 5 feet from all buildings, tents, and canopies.
  - c. Heating appliances must be located a minimum of 5 feet from all paths of egress.
  - d. All heating appliances shall be listed and approved with integral fuel gas containers.

# RESTAURANTS & BARS FOR OUTDOOR DINING GUIDELINES



Illinois  
Department of Commerce  
& Economic Opportunity  
JB Pritzker, Governor

## RESTORE ILLINOIS

A Public Health Approach To Safely Reopen Our State

### PART OF PHASE 3 OF RESTORE ILLINOIS PLAN

APPLICABLE TO EACH REGION UPON TRANSITION TO PHASE III | ISSUED ON MAY 24, 2020

The Recovery Phase of the Restore Illinois public health approach to reopening the Illinois economy includes returning people to work, businesses reopening and group gatherings of 10 or fewer. We must all continue to social distance, frequently wash our hands and cover our faces to maintain progress in overcoming COVID-19.

#### This document is applicable to businesses that meet the following criteria:

- Full-service restaurants, limited-service restaurants, snack and nonalcoholic beverage bars, taverns, and other food services and drinking places licensed to serve food, beverages and liquor for consumption by the relevant local jurisdiction and State Liquor Control Board, if applicable, that can follow all minimum guidelines outlined in this document
- In Phase III, services for Restaurants and Bars should be limited to:
  - i. i. Outdoor dining and/or drinking only<sup>1</sup>; and
  - ii. Parties of 6 persons or fewer.
- For the purposes of these guidelines, a dining or drinking area is considered an outdoor dining or drinking area if the area meets any of the following criteria:
  - i. Located on the rooftop of a building or within establishment with retractable roof (should remain open during hours of operation of outdoor dining and/or drinking); or
  - ii. Outdoor space connected to or located on the site of a restaurant, grocery store, health or fitness center, hotel, golf club, or other social club with a food establishment license; or
  - iii. Indoor space where 50% or more of a wall can be removed via the opening of windows, doors, or panels provided that dining tables are within 8-ft from such opening; or
  - iv. Any other outdoor dining and drinking areas authorized by local governments provided that food and drinks are prepared by licensed food or liquor establishments and that proper social distancing of 6-ft between designated customer tables and/or other seating areas is observed and parties are of 6 persons or fewer.
- For the purposes of these guidelines, businesses may be subject to additional regulations on outdoor dining by units of local government and local health departments

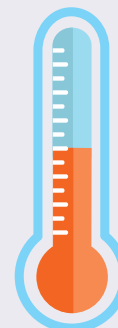
<sup>1</sup> This guidance is subject to State and local liquor control, food safety, and other applicable laws and regulations.

Uniform guidelines across businesses, industries and nonprofits within the State of Illinois:

## GENERAL HEALTH

### i. Minimum guidelines

1. Employees should wear face coverings over their nose and mouth when within 6-ft. of others (cloth masks preferred). Exceptions may be made where accommodations are appropriate – see [IDHR's guidance](#).
2. Arrange seating to provide a minimum of 6-ft between tables. Use of plexiglass between tables is a best practice.
3. Employer should provide hand washing capability or sanitizer to employees and customers
4. Bar and restaurant employees should wash hands for 20 seconds every 30 minutes, and:
  - a. Upon arrival to work
  - b. Prior to and during food preparation
  - c. When switching between tasks
  - d. Before donning gloves to work with food or clean equipment and utensils
  - e. After using the restroom
  - f. After handling soiled dishes and utensils
  - g. When visibly soiled
  - h. After coughing, sneezing, using a tissue, touching face,
  - i. After eating or drinking
  - j. After smoking or vaping
  - k. After handling cell phone
5. An adequate supply of soap, disinfectant, hand sanitizer, and paper towels must be available
6. Gloves should be worn by staff preparing food per pre-COVID food handling protocols, such as handling Ready to Eat (RTE) foods



## HR AND TRAVEL POLICIES

### i. Minimum guidelines

1. All employees should complete health and safety training related to COVID-19 when initially returning to work. Resources to design a training are posted on the DCEO Restore Illinois guidelines website
2. Employers should continue to limit all non-essential business travel
  - a. If employee must travel, employee should follow CDC considerations to protect themselves and others during trip
3. Employees should not report to, or be allowed to remain at, work if sick or symptomatic (with cough, shortness of breath or difficulty breathing, fever of 100.4 degrees or above, chills, muscle pain, headache, sore throat, new loss of taste or smell, or other [CDC-identified symptoms](#)), and sick or symptomatic employees should be encouraged to seek a COVID-19 test at a state or local government testing center, healthcare center or other testing locations



### ii. Encouraged best practices

1. Provide reasonable accommodation for COVID-19-vulnerable employees, including but not limited to work from home (if feasible), reduced contact with others, use of barriers to ensure minimum distance between others whenever feasible or other accommodations that reduce chances of exposure

## HEALTH MONITORING

### i. Minimum guidelines

1. Employers should make temperature checks available for employees and encourage their use. Employers should post information about the symptoms of COVID-19 in order to allow employees to self-assess whether they have any symptoms and should consider going home.
2. All employers should have a wellness screening program. Resources outlining screening program best practices are posted on the DCEO Restore Illinois guidelines website
  - a. Employer should conduct in-person screening of employees upon entry into workplace and mid-shift screening to verify no presence of COVID-19 symptoms
3. If employee does contract COVID-19, they should remain isolated at home for a minimum of 10 days after symptom onset and can be released after feverless and feeling well (without fever-reducing medication) for at least 72 hours OR has 2 negative COVID-19 tests in a row, with testing done at least 24 hours apart
4. If an employee is identified as being COVID-19 positive by testing, CDC cleaning and disinfecting should be performed as soon after the confirmation of a positive test as practical
5. Where appropriate, notify employees who have been exposed
6. Any employee who has had close contact<sup>2</sup> with co-worker or any other person who is diagnosed with COVID-19 is required to quarantine for 14 days after the last/most recent contact with the infectious individual and should be encouraged to seek a COVID-19 test at a state or local government testing center, healthcare center or other testing locations. All other employees should be on alert for symptoms of fever, cough, or shortness of breath and taking temperature if symptoms develop



<sup>2</sup> Close contacts include household contacts, intimate contacts, or contacts within 6-ft. for 15 minutes or longer unless wearing N95 mask during period of contact.

## Guidelines specific to outdoor dining and drinking establishments:

**PHYSICAL WORKSPACE****i. Minimum guidelines**

1. Employer should display signage at entry with face covering requirements, social distancing guidelines, and cleaning protocols, in multiple languages as needed
2. Employer should configure space to allow for at least 6-ft. of distance between tables or other designated customer service areas
3. Employees should maintain social distance to the extent possible while performing services
4. Employer should close all open congregate areas (e.g., waiting areas)
5. Employers should close all self-service food areas (e.g., buffets, salad bars, coffee station)
6. Employers should eliminate table presets (e.g., table tents, menus, salt and pepper shakers, lemons, straws, shared condiments, etc.)
7. Employers should use single packet condiments, if possible, OR serve condiments in containers – such as a washable bowl or paper cup – that can be sanitized or disposed of after use (no shared condiments permitted)
8. Employers should use disposable silverware, if possible, OR use rolled silverware or silverware place in sleeves (employers should utilize gloves while rolling/placing in sleeves)
9. Employers should use disposable or touchless menus, if practical, or use menus that can be sanitized between each use
  - a. If practical, QR Digital menu or app-based ordering should be used
10. Employers should eliminate refilling customer beverages altogether and should use a new glass cleaned using proper dishwashing procedures
11. Close all self-service beverage stations
12. Water fountains in employee breakrooms, except for touchless water bottle refill stations, should be made unavailable for use (e.g. turned off, covered, area blocked)
  - a. If no touchless fountain is available, water may be served in sealed, single-use water bottles
13. Customers should handle their leftover food to be taken to-go
14. Ensure that the area for take-out customers allows for at least 6-ft of separation from seated customers
15. Customers should not be seated if inclement weather is forecasted
16. In case of inclement weather or emergency while customers are outdoor dining, food should be packaged to-go and customers encouraged to leave

**ii. Encouraged best practices**

1. Deliver items to table on service trays to minimize hand contact
2. Display visual markers 6-ft. apart at customer queue points
3. Display signage at exits of restrooms to promote use of paper towel to open door for exit
4. Display signage to promote distancing within shared restrooms
5. Eliminate seating at bars within restaurant to the extent possible
6. If practical, install impermeable barriers (e.g., plexiglass) from street and/or sidewalk traffic
7. If practical, install impermeable barriers between tables
8. If practical, install impermeable barriers in close contact areas (e.g., host stand, cashier)
9. If practical, implement touchless transactions
10. If practical, allow one-way traffic flow in and out of restaurant to the outdoor seating area to limit any congregation
11. Where building management practices allow, increase air turnover rates in occupied spaces and increase outside make-up air to the maximum extent practical

## DISINFECTING/CLEANING PROCEDURES

### i. Minimum guidelines

1. Cleaning and disinfecting of premises should be conducted in compliance with [CDC protocols](#) on a routine basis
2. Clean and disinfect common areas (e.g., restrooms, cafeterias) and surfaces which are touched by multiple people (e.g., entry/exit doorknobs, stair railings) frequently; every half hour recommended for high-traffic areas
3. Sanitization of multi-use items (e.g., menus, if reuse, special cards, pens, check presenters, etc.) should be completed after each use
4. Disinfect tables and chairs between parties and again at closing time (see [EPA approved list of disinfectants](#))
5. Discard any single-use or paper articles (e.g., paper menus) after each use



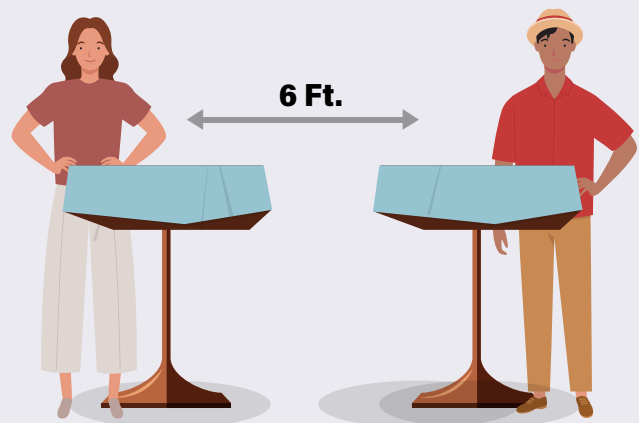
### ii. Encouraged best practices

1. Provide hand sanitizer in outdoor seating area for customers. If hand sanitizer is placed in restrooms, assure handwashing is still encouraged
2. Create and implement an enhanced cleaning/sanitizing schedule for all food contact surfaces, and cleaning/disinfecting of non-food contact surfaces; if practical, have designated staff member that responsible for cleaning

## STAFFING AND ATTENDANCE

### i. Minimum guidelines

1. Outdoor area capacity shall be determined by arranging seating to provide a minimum of six feet between tables or other designated customer service areas.
2. Employee should social distance from customers while not performing services
3. Employer should limit the occupancy of common areas/ break rooms to allow for social distancing of 6-ft or greater by removing/decommissioning furniture or staggering break times; this guideline is not intended to diminish employees break time requirements
4. Live music is permitted but employees and performers should follow social distancing guidelines, keeping the maximum distance possible from each other and from customers. Performers should wear face coverings where possible and the use of barriers between singers and customers and employees during the performance is strongly encouraged.



### ii. Encouraged best practices

1. If practical, alter hours of operation to adequately spread out customer traffic and allow for additional cleaning time
2. Stagger shift start and end times to minimize congregation of employees during changeovers
3. If practical, group employees in clusters and schedule groups on same shifts to reduce cross-team exposure



## EXTERNAL INTERACTIONS

### i. Minimum guidelines

1. Before allowing external supplier or non-customer visitor (excluding third-party visitors providing carry-out services only) to enter, or while requiring them to wait in a designated area, employer should ask whether external supplier or visitor is currently exhibiting COVID-19 symptoms
  - a. If practical, employer should take external supplier or non-customer visitor temperature using thermometer (infrared / thermal cameras preferred, touchless thermometers permitted)
2. Employer should keep log of all external suppliers who enter premises
3. Suppliers and other non-customer visitors should wear face coverings over their nose and mouth when entering premises (exceptions can be made for people with medical conditions or disabilities that prevent them from safely wearing a face-covering)

### ii. Encouraged best practices

1. Limit contact between external suppliers and employees
2. Restrict suppliers from entering premises and if practical, have deliveries dropped at door



## CUSTOMER BEHAVIORS

### i. Minimum guidelines

3. 6-person party limit
4. Implement a reservation or call ahead model, if practical. All outdoor dining areas must be staffed to ensure social distancing will be maintained prior to guests being seated
5. Customers should wait for services off premises, either outdoors and maintaining social distance of 6-ft with use of recommended face coverings or in their vehicles. Customers should be seated immediately upon entry
6. Customers should wear face coverings over their nose and mouth while on premises, except while eating and drinking at table (exceptions can be made for people with medical conditions or disabilities that prevent them from safely wearing a face covering)



### ii. Encouraged best practices

1. Before allowing entrance, employers ask whether customer is currently exhibiting COVID-19 symptoms
  - a. If practical, employer should take customer temperature using thermometer (infrared / thermal cameras preferred, touchless thermometers permitted)

**If you have questions or need additional support:  
Please call our hotline at 1-800-252-2923  
or e-mail us at [ceo.support@illinois.gov](mailto:ceo.support@illinois.gov)  
or return to [www2.illinois.gov/business toolkit](http://www2.illinois.gov/business toolkit)**

### Additional Resources:

- FDA: [Food Safety and COVID-19](#)
- FDA: [Best Practices for Retail Food Stores, Restaurants, and Food Pick-Up/Delivery During COVID-19](#)
- FDA: [Use of Respirators, Facemasks, and Cloth Face Coverings in the Food and Agriculture Sector During Coronavirus Disease \(COVID-19\) Pandemic](#)
- FDA: [Employee Health and Personal Hygiene Handbook](#)
- CDC: [Interim Guidance for Implementing Safety Practices for Critical Infrastructure Workers Who May Have Had Exposure to a Person with Suspected or Confirmed COVID-19](#)
- CDC: [What Grocery and Food Retail Workers Need to Know about COVID-19](#)
- CDC: [COVID-19 Resources for Businesses and Employers](#)
- CDC: [Restaurants and Bars Reopening Decision Tree](#)
- CDC: [COVID-19 Printed Resources](#)
- IDPH: [COVID-19 Resources for Businesses and Organizations](#)
- IDPH: [Guidance for Maintaining Water Systems During Reduced Use and Returning Water Systems to Regular Use after Extended Periods of Reduced Use](#)
- IDPH: [Retail Food Page and Food Codes](#)
- Illinois Department of Human Services: [FAQ for Businesses Concerning Use of Face-Coverings During COVID-19](#)
- EPA: [List of EPA-registered Disinfectants](#)
- AFDO: [Planning for Reopening Food Service Establishments As COVID-19 Impacts Best Practices and Protocol](#)
- OSHA: [Guidance of Preparing Workplaces for COVID-19](#)
- National Restaurant Association: [COVID-19 Reopening Guidance: A Guide for the Restaurant Industry](#)



**COVID-19 OUTDOOR EATING  
AND DRINKING RELIEF  
PROGRAM APPLICATION**  
Development Services Department

<b>Property Owner Information</b>			
Full Name	<i>Last:</i>		<i>First:</i>
Owner Address	<i>Number &amp; Street:</i>		
	<i>City:</i>	<i>State:</i>	<i>Zip Code:</i>
Contact Information	<i>Phone:</i>	<i>Email:</i>	
Company Name			
<b>Property Information</b>			
Property Address	<i>Number &amp; Street:</i>		
	<i>City:</i>	<i>State:</i>	<i>Zip Code:</i>
PIN(s)			
<b>Applicant / Primary Contact Information (if different than owner)</b>			
Full Name	<i>Last:</i>		<i>First:</i>
Applicant Address	<i>Number &amp; Street:</i>		
	<i>City:</i>	<i>State:</i>	<i>Zip Code:</i>
Contact Information	<i>Phone:</i>	<i>Email:</i>	
Company Name			

**GENERAL SUBMITTAL REQUIREMENTS:**

**Plat of Survey:** A plat of survey depicting lot lines, setbacks, easements, existing structures, and the proposed Structures drawn to scale.

**Site Plan:** A site plan depicting the location of all items, including but not limited to, tables chairs, umbrellas, functional barriers, and queue areas.

**PLEASE READ THE FOLLOWING PROVISIONS AND SIGN BELOW:**

- a. I agree to comply with all local, state and federal laws including the adopted building codes and ordinances of the Village of Lisle.
- b. I agree to comply with all CDC, Illinois Department of Public Health, and DuPage County Health Department protocols, guidelines, rules, and regulations.
- c. I agree to comply with the Restore Illinois Phase 3 Outdoor Dining Regulations (enclosed).
- d. I acknowledge that a certificate of insurance, naming the Village of Lisle as an additional insured, is required if right-of-way encroachment is proposed. Insurance amounts shall be in accordance with the annual fee ordinance.
- e. I acknowledge that a Hold Harmless Agreement is required if right-of-way encroachment is proposed.

- f. I hereby certify that the signature below is the signature of the owner of record.
- g. I have read the COVID-19 Outdoor Eating and Drinking Relief Program and agree to comply with the requirements, rules and regulations contained therein.
- h. I acknowledge and agree that, if approved, this revocable permit shall be valid from May 29th and expires 30 days after entering Phase 5 of Restore Illinois. I further acknowledge that in the event of expiration prior to October 31, 2020, the permit I shall immediately comply with the rules and regulations of Section 7-1A-5-4-F of the Village Code.
- i. I acknowledge and agree that the Village Manager, Development Services Director, Public Works Director or Chief of Police shall have the authority to suspend or revoke any COVID-19 Outdoor Eating and Drinking Relief Program Permit.

Owner of Record Name: \_\_\_\_\_

Signature of Owner of Record: \_\_\_\_\_

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

## USE OF PROPERTY AND HOLD HARMLESS AGREEMENT

Whereas, the \_\_\_\_\_ (name of "Organization") desires to use the Village's property located at \_\_\_\_\_ ("the Premises") for a temporary outdoor eating and drinking area ("Event").

Whereas, the Village agrees to allow the Organization to use the Premises for the Event in consideration of the Organization agreeing to assume all risk and liability pertaining to the Event.

Now therefore, the Organization agrees as follows:

To the fullest extent permitted by law, the Organization hereby indemnifies, defends, and holds harmless the Village and its officials, employees, agents and volunteers from and against any and all liability or claim of liability, loss or expense, including defense costs and legal fees and claims for damages of whatsoever character, nature and kind, whether directly or indirectly arising from the Event or connected with an act or omission of the Organization, or an agent, invitee, guest, employee, or anyone in, on or about the Premises invited by and/or with the permission and consent of the Organization, with respect to the Premises or the operations, activities or services, of any nature whatsoever, of the Event, including, but not limited to, liability expense and claims for: bodily injury, death, personal injury, or property damage caused by the negligence, creation or maintenance of a dangerous condition of property, or intentional infliction of harm or violation of state and federal laws.

Nothing set forth in this Agreement shall be deemed a waiver by the Village of any defenses or immunities that are or would be otherwise available to the Village or its officials, employees, agents or volunteers under the provisions of the Illinois Local Government and Governmental Employees Tort Immunity Act, or that are otherwise available to local governments and their corporate authorities, officers, employees, agents and volunteers under the common law of the State of Illinois or the United States of America. The provisions of this Section shall survive the expiration or earlier termination of this Agreement or renewal thereof.

Without limiting the Organization's indemnification of the Village as provided above, the Organization shall provide and maintain at its own expense for the Event the below listed policies of insurance or liability coverage covering the activities, services or operations relating to the Event. All such insurance of the Organization and the insurance of the owners/operators shall be secured through a carrier(s) satisfactory to the Village. Satisfactory evidence of such insurance and any required endorsements, including the insurance required of the owners/operators, will be delivered to the Village Manager five (5) days before the Event. The Village's insurance or liability coverage shall always be deemed excess over any other insurance or liability coverage whether primary, excess, pro rata, contingent or any other basis.

- a. Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, property damage and personal injury with a general aggregate of \$4,000,000 limit. The Village, its officials, employees, agents and volunteers shall be named as an additional insured on a primary and non-contributory basis under the policy or coverage by original endorsement signed by a person authorized to bind coverage.
- b. Liquor Liability: maintain a minimum of \$2,000,000 per occurrence for its sale of alcoholic beverages and require that any other party selling or serving alcoholic beverages during the Event shall provide Liquor Liability insurance in the same amount with the Village, its officials, employees, agents and volunteers named as additional insured on a primary and non-contributory basis by original endorsement signed by a person authorized to bind coverage.

All policies of insurance or liability coverage shall contain a waiver of subrogation as against the Village, its official, employees, agents and volunteers except with respect to the sole negligence of the Village.

The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement.

The undersigned represents it has full authority to execute this Use of Property and Hold Harmless Agreement on behalf of the \_\_\_\_\_.

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

---

(Name of Organization)

---

Signature of Authorized Person

---

Title