

**Commercial Rooftop Patio
Application Package**

Application Checklist	
Completed copy of this application	
Proposed site plan (see Part II)	
Signed copy of insurance and indemnification declaration (see Part III)	
Copy of existing AGCO liquor licence for principal establishment	
Signed copy of General Conditions + Guidelines (see Part IV)	

Please ensure all information is included in the application. Incomplete applications will not be accepted. Please send your completed application package to licensing@newmarket.ca.





Town of Newmarket
395 Mulock Drive
P.O. Box 328
Newmarket, ON L3Y 4X7

licensing@newmarket.ca
tel.: 905-953-5300
fax: 905-953-5141

Commercial Rooftop Patio Application

PART I: General Information

Business Information	
Owner Name:	
Phone Number:	
E-mail Address:	
Registered Business Name:	
Business Address:	
After Hours Contact:	

Screening Questions

Will alcohol be served on the patio? Yes ☐ No ☐

Do you currently have an AGCO approved liquor license for your establishment? Yes ☐ No ☐

Fees	
Commercial Rooftop Patio Licensing Fee	\$374

Important Information for Applicants

This application may contain personal information as defined under the Municipal Freedom of Information and Protection of Privacy Act. The information collected is required pursuant to the terms of the Municipal Act and will be used by the Town of Newmarket to process the application, and to determine whether to issue a license. Information will also be used for administration of such license, and for law enforcement purposes to ensure compliance with all applicable statutes, regulations and by-laws.

I have read the provisions of this Application. I verify that I meet all necessary requirements imposed to be eligible to obtain a Commercial Rooftop Patio Licence.

Signed _____

Date _____

Name (print): _____

Position (if a corporate applicant): _____

"I have the authority to bind the company (if a corporate applicant)"

PART II: Proposal

Site Plan of Proposed Commercial Rooftop Patio

Please submit drawings that show:

- Dimensions of the proposed Commercial Rooftop Patio;
- Location and dimensions of any enclosures, umbrellas, tents, awnings, etc.
- Location of fire extinguishers

Design Requirements

- Every Commercial Rooftop Patio must maintain the requirements of the Accessibility for Ontarians with Disabilities Act. These guidelines set out basic requirements of the AODA. It is the responsibility of each business to ensure their own compliance with the Act.
- Every Commercial Rooftop Patio shall be required to install a solid, translucent, or Opaque Barrier that is a minimum of 1.8m in height along its perimeter for the purpose of noise reduction and security, unless otherwise authorized by the Town
- Every Commercial Rooftop Patio which is illuminated in an area adjacent to a residential use shall ensure all lighting fixtures and illumination are arranged, designed, and installed to be dark sky compliant and to deflect the light down and away from residential buildings, lots, and streets.

Part III: Signed Insurance and Indemnification Declaration

In this Part III,

“Claims” means claims, losses, actions, suits, proceedings, causes of action, demands, damages (incidental, direct, indirect, special, consequential or otherwise), fines, duties, interest, penalties, judgements, executions, liabilities, responsibilities, costs, charges, compensation, payments and expenses including, without limitation, any professional, consultant and legal fees on a complete indemnity basis.

“Owner” means the owner listed in this application.

“Injury” means bodily injury, personal discomfort, mental anguish, shock, sickness, disease, death, false arrest, detention or imprisonment, assault, threatening, malicious prosecution, libel, slander, defamation of character, invasion of privacy and discrimination, or any of them, as the case may be.

Insurance:

The Owner holds General Liability Insurance from an insurer licensed in the province of Ontario for \$2 million per occurrence with an aggregate limit of no less than \$5 million insuring the Owner and the Corporation of the Town of Newmarket (“the Town”) against any liability for property damage or personal injury, negligence including death which may arise from the applicants operations under this agreement. The Town must be included as an “Additional Named Insured”. In addition the Commercial General Liability shall contain Cross Liability and Severability Clauses and Products & Completed Operations coverage including a standard contractual liability endorsement.

Indemnity:

The Owner shall promptly defend, protect, indemnify and hold completely free and harmless the Town from and against any and all Claims in connection with any Injury or any loss or damage to property (a) arising from or out of this Application or the occupancy or use by the Owner of any lands owned by the Town, or any part thereof, or occasioned wholly or in part by any fault, default, negligence, act or omission of the Owner or by any person permitted to be on the premises under the control of the Owner; and (b) arising from, relating to or occurring in whole or in part by any fault, default, negligence, act or omission by the Owner or any of the directors, officers, servants, employees, contractors, agents, invitees and licensees of the Owner and all other persons over whom the Owner (i) may reasonably be expected to exercise control, and (ii) is in law responsible. If the Town shall be made a party to any litigation commenced by or against the Owner, then the Owner shall promptly indemnify and hold completely free and harmless the Town and shall pay the Town all costs and expenses, including, without limitation, any professional, consultant and legal fees on a complete indemnity basis that may be incurred

or paid by or on behalf of the Town in connection with such litigation on demand. The indemnity of the Owner contained in Part III shall not be prejudiced by, and shall survive the expiration of the time period under which the permit for this Application applies.

I have read this Part III and agree to its terms and conditions in consideration of any grant of a Commercial Rooftop Patio Licence provided to me. I verify that I meet all necessary requirements imposed to be eligible to obtain a Commercial Rooftop Patio Licence

Signed_____

Date _____

Name (print): _____

Position (if a corporate applicant): _____

“I have the authority to bind the company (if a corporate applicant)”

Part IV: General Conditions & Guidelines

1. No business shall be eligible to operate a Commercial Rooftop Patio unless the business is in compliance with all Town requirements.
2. The Applicant agrees to indemnify and save the Town harmless from and against all losses, damages, actions or causes of action, suits, claims, demands, penalties, interest and/or legal fees on a substantial indemnity basis arising in connection with any matter that may arise from the issuance of a permit hereunder or the activities that occur on a patio.
3. All Commercial Rooftop Patios must be in compliance with the Town's noise bylaw 2024-08 as amended.
4. No Live Music shall be permitted on any Commercial Rooftop Patio at any time.
5. Every Owner or Operator shall only operate or permit the occupancy of any Commercial Rooftop Patio between the hours of 9:00 a.m. and 11:00 p.m. within the same calendar day

I have read this Part IV, and agree to its terms and conditions in consideration of any grant of a Temporary Outdoor Patio Permit provided to me. I verify that I meet all necessary requirements imposed to be eligible to obtain a Commercial Rooftop Patio Licence

Signed_____ **Date** _____

Name (print): _____

Position (if a corporate applicant): _____

"I have the authority to bind the company (if a corporate applicant)"

