

Permit No. _____



Village of Glen Ellyn

Outdoor Beautification Display Permit Application

CONTACT INFORMATION: Check one: Owner Tenant

Contact Name: _____ Signature: _____

Address: _____

Business Name: _____

Business Address: _____

Phone: _____ Fax: _____ E-mail: _____

Summary of Outdoor Beautification Display Standards – For specific regulations see Section 10-5-16 of the Zoning Code

1. Annual Permit required for sculptures, statues and similar works of art.
2. Permit not required for live or imitation plant materials or their associated containers/support structures.
3. A maximum of 2 outdoor display areas not to exceed 10 square feet. Any additional displays require a Special Use Permit.
4. If located on sidewalk, must maintain a free continuous 5-foot wide area.
5. All displays shall be located adjacent to first floor storefront of applicable business and are not permitted in a parking lot.
6. Applicable insurance listing Village as additional insured if display is located on the public right-of-way.
7. The outdoor beautification display area must be properly maintained and kept free from refuse and clutter. Displays shall not obstruct the vision of pedestrians or motorists, restrict access or create a dangerous condition.

Submission Requirements

To apply for an outdoor beautification display permit, the following information must be submitted with this permit application.

1. Permit Fee: \$25.00 payable to the Village of Glen Ellyn;
2. Plat of Survey or dimensioned Site Plan showing:
 - a. Property line;
 - b. Dimensions and location of display area and sidewalk clearance; and
 - c. Location of existing objects and location of planned objects on private property or public right-of-way adjacent to business.
3. If the display area is proposed in the public right-of-way the following information must be submitted:
 - a. Indemnification form (Attached);
 - b. Certificate of Insurance in the amount of \$1,000,000 listing the Village as an additional insured.

Note: Festoon lighting is permitted in compliance with building and sign codes. However, a permit is required if electric work or upgrades are need.

-FOR OFFICE USE ONLY-

APPROVED FOR PERMIT:

(Notes): _____

Building & Zoning Official Signature

Date

**INDEMNIFICATION FOR
PLACEMENT OF OBJECTS
IN MUNICIPAL RIGHTS-OF-WAY.**

WHEREAS, the Village of Glen Ellyn, in order to encourage economic growth and well-being in various commercial areas is agreeable to permitting certain approved objects, such as statutes, sculptures and other works of art (“Listed Objects”), in the public rights-of-way; and

WHEREAS, the Village is concerned that, in spite of care in the placement and maintenance of the Listed Objects in the rights-of-way, it is possible that a claim, demand or suit may be filed with regards to alleged injuries or damage to property caused by such placement; and

WHEREAS, the Village is willing to permit the Owners of the property within the Village and, in some cases, the Lessee of property (“Collectively-Owner”), to place such Listed Objects in the rights-of-way, but will only do so if the Owner executes this Indemnification Agreement;

NOW, THEREFORE, IS IT AGREED BETWEEN THE VILLAGE OF GLEN ELLYN (“Village”) and _____ (“Owner”) that with regards to property generally located at: _____, Glen Ellyn, Illinois, the Owner shall be allowed to place the following Listed Objects in the public rights-of-way in the vicinity of the address listed above.

(Description of Listed Objects):

it is agreed by the Owner that the placing of the Listed Objects in the approved locations is subject to the following conditions:

(1) Removal: The permission granted by the Village is in the nature of a license, which can be withdrawn at any time. In the event that the license is withdrawn, the Owner shall, within the time specified in the written Notice of Cancellation, remove the Listed Object and restore the right-of-way to its prior condition.

(2) Defend and Hold Harmless: The Owner shall be required to hold harmless the Village, its officers, employees and independent contractors from any claim, demand or suit, or damage to property or injury including death to persons that arise out of in any way the exercise by the owner of the permission granted by the Village to place the Listed Object in the right-of-way. The Owner shall be required to pay for the cost of defense and hold harmless the Village, its officers, employees and independent contractors, against any judgment and to pay any settlement arising out of such claim or demand, including, but not limited to the full costs of the defense of the Village, its employees, officers and independent contractors, including the employment of attorneys, the payment of court costs and the employment of experts and other

parties for work performed relating to the claim, demand or suit. The obligation of the Owner shall also extend, as provided for above, to any item of personalty which the owner places in the public right-of-way with or without Village approval, which causes a claim, demand or suit to be made against the Village, its officers, employees or independent contractors.

The acceptance by the Owner of its obligations to hold harmless, defend and indemnify shall come into existence when the Owner exercises rights to place the Listed Objects with in the public right-of-way and shall continue with regard to any claim, demand or suit, as provided for above, which shall arise from the time that the Owner shall exercise its rights under the license. The Owner does hereby consent to its responsibilities under this Agreement by its execution of its Agreement as set forth below.

OWNER NAME: _____

OWNER SIGNATURE: _____

DATED: _____

SUBSCRIBED AND SWORN TO,

before me this _____ day of
_____, 20_____.

Notary Public