



CITY OF LYNN
LICENSE COMMISSION
 City Clerk's Office, 3 City Hall Square
 Lyn, MA

CLERK'S OFFICE
 (Date Received)

 FEE- NO CHARGE

APPLICATION TO TEMPORARILY AMEND COMMON VICTUALER LICENSE DUE TO COVID-19 LIMITATIONS BY CHANGING SEATING & LAYOUT OF RESTAURANT
 [NOTE- DOES NOT INCLUDE CHANGES TO ALCOHOL LICENSE- SEPARATE APPLICATION NEEDED TO CHANGE ALCOHOL LICENSE]

SECTION 1 – APPLICANTS & BUSINESS INFORMATION

I, the undersigned, duly authorized by the concern herein mentioned, pursuant to Covid Order No. 35 and any other applicable law, hereby apply to amend the existing Common Victualler's License due to Covid-19 related limitations imposed by the Commonwealth.

Applicant's Full Legal Name: _____
 Applicant's Legal Home Address: _____
 Applicant's Mailing Address (if different): _____
 Applicant's Home Telephone Number: _____ Cell Phone: _____
 Applicant's E-Mail Addresses: Primary _____ Secondary _____

_____ INITIALS FOR PAGE 1 OF 2 PAGE FORM

Full Legal Name of the **Business**: _____
 Full Street Address of the **Business**: _____
 Mailing Address of the Business (if different) _____
 Telephone Number of the Business (if different): _____
 E-Mail Addresses of the Business (if different): _____

Do you own _____ or lease _____ the premises? If leasing, please have owner sign below as approval of amendment : _____

To assist local restaurants in dealing with the state restrictions on seating and operations due to Covid-19, the License Commission has developed a simplified process for local establishments to amend the description of the licensed premises to include seating different than previously authorized. This may be in the parking lot, sidewalk, patio, decks, etc. If table service was not permitted in those or other areas before, you must amend your common victualler license for these changes. If you do not own or control the area, you will need permission of the owner or party in charge of that area.

Please describe here and attach a sketch or plan showing are changes you want to make, showing the area, access and egress, tables, etc. Be sure to describe and show fencing or other barriers to separate patrons from non-patrons. The City will review them and may approve them, including with conditions. Use additional sheets if necessary.

THIS IS PAGE 1 OF 2 PAGE FORM- SEE SECOND PAGE

SUBMIT THIS FORM AS SOON AS POSSIBLE TO THE LICENSE COMMISSION SO THEY CAN REVIEW IT AND ACT ON IT QUICKLY; ADDITIONAL INFORMATION MAY BE REQUESTED

THIS IS PAGE 2 OF 2 PAGE FORM- SEE FIRST PAGE

SECTION 3 – OTHER INFORMATION, AND TERMS AND CONDITIONS OF ANY AMENDMENT

Note: A PUBLIC HEARING MAY BE REQUIRED AT THE DISCRETION OF THE CITY

This application and any approval is subject to review and approval License Commission and other authorities. This process is for a limited period of time and may be rescinded or modified by the City in its discretion as circumstances may warrant. No assurance of approval is made.

What is the present capacity: _____ What is the proposed capacity: _____

You are advised to seek the maximum possible given the area involved. Any approval may be for less than the maximum and other conditions may be imposed.

Will any food be prepared or stored outside? If so, describe _____

Insurance- You must submit proof that your insurance, including liquor liability insurance if applicable, covers any area you may be expanding into or changing the description. You cannot operate in the expanded area until your insurance has been submitted and approved. The City must be listed as an additional insured on all insurance except workers compensation. The City may require increased amounts and coverages.

The License Commission may, upon notice, modify, suspend or rescind any approval as circumstances, law and guidelines change.

Any use on City property will require a use license to be signed. If you are using any City property, contact James P. Lamanna, Esq., Assistant City Solicitor, c- 978-677-8066 as soon as possible. If the area includes area of another party, you will need permission from them as well.

The Licensee further agrees to indemnify, defend and hold harmless the City of Lynn for any claims of whatever nature or form from the Licensee or any other person or entity arising from or as a consequence of the use or activity on the premises or for any breach or violation of this agreement. Any costs or expenses incurred by the City, including City employee time, to enforce this agreement or incurred by it in default of the licensee's obligations shall be paid by licensee and shall be a debt of the licensee to the City.

It is understood and agreed that any approval or use hereunder is temporary and not precedent setting. Unless a termination date is specified or imposed by the City in the future, or Covid Order No. 35 is rescinded or amended sooner, the License will revert back to its prior form on November 1, 2020.

It is your responsibility to ensure that all laws, rules and regulations are complied with, including but not limited to any guidelines and requirements issued by the Commonwealth as a result of the Covid-19 Pandemic. You can be fined or be subject to disciplinary action for any violations by you or occurring on the premises. You must obtain and maintain any and all other permits, licenses, authorizations, etc. to allow these changes and use.

Applicant's (authorized) Signature _____

By signing above you are verify the accuracy of all information and agree to the terms of this form. Attach

Nothing contained herein or any action by the City shall be construed as an explicit and specific assurance of safety or assistance.

Below for City use-

