

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNIVERSITY PARK, TEXAS, APPROVING A LICENSE AGREEMENT FORM FOR USE OF THE PUBLIC SIDEWALK IN SNIDER PLAZA; AUTHORIZING THE CITY MANAGER AND DESIGNEE TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council wishes to adopt a form of License Agreement to permit use of the abutting public sidewalk by property owners and their tenants in Snider Plaza; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY PARK, TEXAS:

Section 1. The form of revocable License Agreement, a true copy of which is attached hereto as Exhibit “A” and made part hereof for all purposes, is accepted and approved in all respects by the City Council and to permit use of a portion of the public sidewalk in Snider Plaza by abutting property owners and their tenants in the manner set out in the Agreement without change to its basic terms and provisions. That the City Manager and his designee are authorized to execute, record, monitor, and enforce such Agreement in accordance with its terms on behalf of the City of University Park and to take such other administrative and regulatory steps as may be necessary to carry out the terms of the Agreement.

Section 2. This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY PASSED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY PARK, TEXAS, on the 6th day of January 2026.

APPROVED:

TOMMY STEWART, MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CHRISTINE GREEN, CITY SECRETARY

EXHIBIT “A”

LICENSE AGREEMENT

This License Agreement (this “Agreement”), executed on January 1, 2026, (the “Execution Date”), and effective as provided herein (the “Effective Date”), is between the City of University Park, a municipal corporation, and _____, d/b/a _____ (the “Licensee”).

RECITALS

WHEREAS the Licensee desires to place, erect, install, or maintain ____ tables, ____ chairs on the public sidewalk area (“sidewalk”) in front of and contiguous with its establishment at _____ Snider Plaza, City of University Park, Texas, for the comfort and convenience of its patrons and customers; and

WHEREAS the City has determined that the proper placement, installation, or maintenance of these articles in the sidewalk is in the best interest of the public health and welfare; and

WHEREAS the City desires to grant Licensee the privilege to place or maintain ____ tables and ____ chairs in and onto the sidewalk upon the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the City and Licensee agree as follows:

I. GRANT OF LICENSE

1.1 License to Maintain Certain Articles upon Sidewalk. The City hereby licenses and authorizes the Licensee at all times during the continuance of this Agreement to place, install, or maintain tables and chairs in and onto the sidewalk within four feet (4’) of the face of the building, described in Exhibit “A” attached, for the use, comfort, and convenience of its officers, employees, servants, agents, guests, and customers, subject to the terms and conditions contained in this Agreement.

1.2 Exclusive Use. The Licensee may erect, place, and maintain in and upon the sidewalk described in Exhibit “A” tables and chairs to be used exclusively for the purpose of the Licensee’s business, and the Licensee shall upon the termination of this Agreement remove the same and pay the cost of repair of all damage done to the sidewalk during the term of this Agreement.

II. CONDITIONS PRECEDENT AND EFFECTIVE DATE

2.1 Prior Plan. Within thirty (30) days from the execution of this Agreement, the Licensee shall submit to the City Manager or his/her designee a plan for the placement, arrangement and installation of the tables and chairs in and onto the sidewalk described in Exhibit “A”.

2.2 Review by the City. The City Manager or his/her designee shall review the plan and make modifications to the plan as they, in their sole discretion, consider necessary, desirable, or appropriate to preserve and protect the public health, safety, and welfare. The plan shall be reviewed, among other things, to determine whether the articles are placed, installed, or maintained within the allowable zone of four feet (4') in front of the face of the building. Objects placed on the sidewalk shall not be placed in any manner that will obstruct pedestrian traffic, or vehicular traffic and parking in a marked parking space.

2.2 Approval and Effective Date. This Agreement and the rights and obligations hereunder shall become effective when the City Manager and his/her designee have approved the plan. The Licensee agrees to place, arrange, install, and maintain the tables and chairs on the sidewalk according to the approved plan. The Licensee shall not place, arrange, or install any articles onto the sidewalk before the plan has been approved. The City retains the right of remove any article or all articles placed onto the sidewalk at any time and retains the right to modify or amend the plan at any time after the Effective Date of this Agreement.

III. INDEMNIFICATION AND INSURANCE

3.1 Liabilities, Losses or Damages. Licensee agrees to indemnify and hold harmless the City from any liability or damage the City may suffer as a result of claims, demands, suits, judgments, costs, or expenses, including expenses of litigation and attorneys' fees, arising out of the use, maintenance, arrangement, or placement of the Licensee's tables and chairs or other personal property on the public sidewalk.

3.2 Period Covered. The indemnity provided by this Agreement will extend from the date of this Agreement and will survive the termination of this Agreement.

3.3 Expenses, Attorneys' fees and Costs. If the City, in the enforcement of Article II of this Agreement, shall incur necessary expenses, or become obligated to pay attorneys' fees or court costs, the Licensee agrees to reimburse the City for such expenses, attorneys' fees, or costs within fifteen (15) days after receiving notice from the City of the incurring of such expenses, costs, or obligations.

3.4 Interest. The Licensee agrees to pay the City interest at the rate of ten percent (10%) per annum on any necessary expenses or costs incurred by the City in the enforcement of Article II of this Agreement, or on any sum that the City is obligated to pay with respect to the matters to which indemnity is given in this Agreement, from the date such expenses or costs are incurred until such expenses and costs are paid.

3.5 Notice of Claim Against. The City agrees to give the Licensee written notice of any claim made against the City on the obligations indemnified against.

3.6 Limitation on Liability. The City and the Licensee agree that the provisions of Article II of this Agreement shall not in any way limit the liability of the Licensee.

3.7 Insurance. The Licensee agrees to obtain and maintain insurance during the entire term of this Agreement as follows:

Worker's Compensation Insurance covering all employees of the Licensee engaged in any operation covered by this Agreement.

Public Liability Insurance in amounts not less than those established as maximum recovery limits against the City under the Texas Civil Practice and Remedies Code, Chapter 101. Such policies of insurance shall be issued by companies authorized to conduct business in the State of Texas and shall name the City as additional insured. Certificates evidencing such insurance contracts shall be deposited with the Risk Manager for the City. The policy limits provided in this Agreement shall change in accordance with the provisions for maximum liability under the Texas Civil Practice and Remedies Code and under the laws of the State of Texas relating to Worker's Compensation Insurance.

IV ASSIGNMENT

4.1 License Non-assignable. This License is personal to the Licensee and applicable only to the location described herein. It is non-assignable and any attempt to assign this License will terminate the License privileges granted to the Licensee under this Agreement.

V TERMINATION

5.1 Terminable at Will. This Agreement is terminable by either party at will by the giving of actual notice to the other party.

VI GENERAL PROVISIONS

6.1 Governing Law. The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties shall be governing by the laws of the State of Texas and the United States. Exclusive venue of any legal action to enforce the terms of this Agreement shall be in Dallas County, Texas.

6.2 Amendment. No amendment, supplement, or waiver of this Agreement or any of its provision shall be binding upon the parties hereto unless made in writing and duly signed by all parties.

6.3 Waiver. A failure or delay of the City to enforce at any time any of the provisions of this Agreement, or to exercise at any time performance of any of the provisions of the Agreement, shall in no way be construed to be a waiver of such provision of this Agreement.

6.4 Entirety of Agreement. This Agreement constitutes the entire Agreement between the City and the Licensee and supersedes all previous usage, agreements, promises, or representations, whether written or oral, between the City and the Licensee with respect to the subject matter of this Agreement.

6.5 Heading. The article and section headings in this Agreement are for convenience only and do not constitute part of this Agreement.

6.6 Sole Benefit. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person, firm, or entity, other than the City or the Licensee, any legal or equitable right, remedy, or claim under or in respect to this Agreement or any provision in this Agreement. It is the intention of the City and the Licensee that this Agreement, the assumption of obligations and statements of responsibilities herein, and all conditions and provisions of this Agreement are for the sole benefit of the City and the Licensee, and not for the benefit of any other person, firm, or entity.

6.7 Notice. Any notices or other communications required or permitted to be given under this Agreement, unless otherwise specifically provided, shall be deemed given if sent by first-class mail, postage prepaid, to such party at its address set forth below and shall be effective as of the date of actual delivery of the notice. Either party may change its notice address by a written notice as provided herein.

If to the City: Robbie Corder
City Manager
City of University Park
3800 University Blvd.
University Park, TX 75205

If to the Licensee: Name
Business Name
Address
City, State, Zip

IN WITNESS WHEREOF, the City and Licensee, each acting through its respective duly authorized representative has caused this Agreement to be signed in their names and delivered as of the date first above written.

CITY OF UNIVERSTIY PARK
3800 University Blvd.
University Park, TX 75205

By: _____

BUSINESS NAME

Address

City, State, Zip

By: _____