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Application for a Business Licence - Place of Amusement

200 King St W - 2nd Floor, Kitchener, Ontario N2G 4G7

licensing@kitchener.ca P: 519-741-2200-2275 F: 519-741-2705

www.kitchener.ca/businesslicensing

Definition: "Place of Amusement" means an arcade, axe throwing venue, billiard parlour, bowling alley, roller skating rink, ice skating rink, curling rink, miniature golf course, paintball arena, laser quest venue, pool hall, driving range, shooting gallery, dance hall, cabaret, adventure room, rock climbing facility, or any other Place of Amusement not specifically provided for herein.

Business Information	
Date of Application: _____	Opening Date for Business: _____
Business/Operating Name: _____	
Business Address: _____	
Business Email: _____	
Phone #: _____	

Ownership Information	
(Circle one)	Sole Partnership Incorporated (Corp #) _____
Name(s)/Partner(s) Name: _____	
Address: _____	
Mailing Address (if different than above): _____	
Email: _____	
Phone #: _____	

Applicant Information (IF SAME AS ABOVE, CHECK THE BOX) <input type="checkbox"/>	
Name: _____	
Address: _____	
Mailing Address (if different than above): _____	
Email: _____	
Phone #: _____	

CONTACT INFORMATION: (Contact will be used in Emergency situations and/or for inspections)	
Check the Box, if same as Owner <input type="checkbox"/>	or Same as Applicant <input type="checkbox"/>
Contact Name: _____	
Phone Number: _____	Email: _____
Preferred method of license delivery: (circle) Mail Email Pick up	

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Every Place of Amusement Licensee shall: Initials required

	Ensure that nothing is placed so as to obstruct access to the entrances to and the exits from the Licensed Premises.
	Ensure the Place of Amusement Licence is displayed in a conspicuous place, including the occupancy load.
	Ensure the Licensed Premises are kept in a clean, safe, and sanitary condition.

Every Place of Amusement Licensee operating as an arcade shall: Initials required

	Ensure that for all arcades there is a clearance of 30.48 centimetres (one foot) on either side of each machine and 122 centimetres (four feet) in front of the machine.
	Ensure all arcades are equipped with a washroom, for the use of patrons, which shall comply with all standards of public health.

No Place of Amusement Licensee shall: Initials required

	Have arcade games designed to appeal to erotic or sexual appetites.
	Permit any disorderly conduct or loitering to take place in or about the Place of Amusement.

Every Place of Amusement Licensee shall Provide the Manager of Licensing:

	Proof of Insurance - Certificate of Insurance (or equivalent with \$2 million liability) See Attached Schedule 3 attached
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Required Approvals: (City staff will contact to arrange inspections)

	Planning Approval Contact Phone # 519-741-2426
	Fire Approval Contact Phone # 519-741-2495

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Non-refundable Application Licence Fee:	\$184
Licenses are non-transferable	Accepted Methods of Payment: Cash/Cheque/Debit

I certify that:

- I am the business owner and/or have been authorized by the business owner listed on this application to apply for the Business Licence;
- I agree to comply with all requirements under this Bylaw, and/or any conditions place on the licence;
- I am 18 years of age;
- I will confirm to and abide by any relevant City of Kitchener By-laws, and any other provincial or federal law or Act;
- I understand amendments to an issued licence may result in additional requirements and/or licence.
- I understand that the fees are non-refundable and cannot be prorated; and
- the statements contained in this application are true and accurate.

Applicant's Name (Printed)

Applicant's Signature

Date

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SCHEDULE 3

INSURANCE

1. This schedule shall apply to any Applicant that is required to submit proof of insurance.
2. Upon submitting an Application, the Applicant shall execute the following indemnity to the satisfaction of the City:

The Licensee both during and after the term of the Licence or renewed Licence, shall at all times, and at its own cost, expense, and risk, defend, indemnify and hold harmless the City, its elected officials, officers, employees, volunteers, agents, and all respective heirs, administrators, executors, successors, and assigns from any and all losses, damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any Person or Business), fines, penalties and surcharges, liabilities, judgements, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind and expenses which the indemnified City may suffer or incur, howsoever caused, provided such losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, cause of action, contracts, suits, actions or other proceedings of any kind and expenses as defined above are due or claimed to be due to the negligence, breach of contract, and/or breach of law of the Licensee.

3. The Applicant shall maintain liability insurance acceptable to the Manager of Licensing throughout the term of the Licence, if the Licence has been granted.
4. The liability insurance shall consist of a comprehensive policy of public liability and property damage insurance in an amount of not less than \$2,000,000.00 per occurrence.
5. The liability insurance shall name The Corporation of the City of Kitchener as additional insured with a cross liability endorsement and severability of interest provision.
6. The Applicant shall submit a Certificate of Insurance evidencing the insurance and it shall state the coverage will not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by registered mail to the City.