

**AMENDMENT TO TEMPORARY SIDEWALK/STREET RESTAURANT PATIO
LICENSE, MAINTENANCE AND INDEMNIFICATION
AGREEMENT/AMENDMENT DUE TO COVID-19 CRISIS TO REPLACE
PLAN OF LICENSED AREA WITH UPDATED PLAN AND/OR EXTEND TERM**

This Amendment to Temporary License, Maintenance and Indemnification Agreement/Amendment Due To COVID-19 Crisis to Replace Plan of Licensed Area With Updated Plan and/or Extend Term (the “Amendment”) is made as of **this _____ day of _____, 20__**, by and between the CITY OF CAMBRIDGE (the “City” or “Licensor”) and _____ (“Licensee”).

WHEREAS, Licensee is the owner and/or operator of the **restaurant known as the _____ (the “Restaurant”), located at _____, Cambridge, Massachusetts** (the “Site”); and

WHEREAS, on _____, 20__ , the City entered into the Temporary Sidewalk/Street Restaurant Patio License, Maintenance and Indemnification Agreement (the “Temporary License Agreement”) with the Licensee for a term from the Date of the Temporary License Agreement through sixty (60) days past the end of the state of emergency issued by Governor Baker in response to the COVID-19 public health emergency; and

WHEREAS, Governor Baker’s state of emergency is ordered to end June 15, 2021, but Governor Baker has filed legislation that would extend the option for municipal authorities to grant or extend special municipal permits for expanded outdoor dining and alcohol service through November 29, 2021; and

WHEREAS, even if the above-referenced legislation does not pass, the Cambridge Board of License Commissioners may grant one-day alcohol licenses that would allow alcohol service with outdoor dining for a time period past sixty (60) days past the end of the state of emergency;

WHEREAS, the Licensee and the City have agreed to amend the Temporary License Agreement by amending the Term of the Temporary License Agreement so that if alcohol service with outdoor dining is allowed for a time period past sixty (60) days past the end of the state of emergency, the Term shall be until the end of such extended time period or until the end of 2021, whichever is sooner; and

WHEREAS, Governor Baker issued COVID-19 Order No. 69 effective May 29, 2021, which rescinded most of the COVID-19 emergency orders and safety rules, including the restriction that restaurants separate tables by six (6) feet; and

AMENDMENT to COVID-19 Temporary Agreement

For Use of Sidewalk/Street

Page 2 of 3

WHEREAS, if indicated below the Licensee and the City have also agreed to amend the Temporary License Agreement by replacing the Plan depicting the License Area allowed pursuant to the Temporary License Agreement with an updated plan that amends the layout of tables; and

NOW THEREFORE, for and in consideration of the mutual consideration and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Defined Terms**: Capitalized terms used but not defined in this Amendment shall have the meaning ascribed to them in the Temporary License Agreement.
2. **Extended Term**: The Extended Term of the Temporary License Agreement shall run from the Date of the Temporary License Agreement to December 31, 2021, unless the Licensee's Temporary Permit or License issued by the Board of License Commissioners expires at an earlier date or the Temporary Permit or License is revoked or cancelled by the Board of License Commissioners (the "Extended Term"). The license issued under this Temporary License Agreement ("License") shall run from the Date of the Temporary License Agreement through the Extended Term, subject to all terms and conditions set forth in the Temporary License Agreement unless the Temporary License Agreement or the License granted by it are otherwise terminated pursuant to Section 6 therein, and provided further that Licensee has obtained and continues to maintain in good standing all applicable federal, state and City approvals, permits, and/or licenses for the activities permitted by the Temporary License Agreement.
3. **Amended Plan**: [Please select the option(s) that apply by initialing below]
 - a. The Licensee is not amending the Plan attached as Exhibit A to the Temporary License Agreement ("Prior Plan") at this time - _____ **[initial]**.
 - b. The Sidewalk/Street Patio is shown on the Prior Plan. By this Amendment, the Licensee is substituting the Prior Plan of the License Area with an updated Plan dated _____, **20** ("Updated Plan"), and the City is accepting the Updated Plan. The Updated Plan does not change the size or location of the Sidewalk/Street Patio. The Updated Plan replaces the Prior Plan and a copy of the Updated Plan is attached hereto as EXHIBIT "A" and incorporated herein by reference - _____ **[initial]**.
4. **Agreement in Full Force**: All provisions of the Temporary License Agreement shall remain in full force and effect and unchanged, except as provided herein.

IN WITNESS HEREOF, the Parties hereto have executed this Amendment as of the day and year first above written.

CITY OF CAMBRIDGE, BY

Louis A. DePasquale
City Manager

Approved as to Form:

Nancy E. Glowa
City Solicitor

_____, **BY**
(Name of Establishment)

(Signature)

Duly Authorized,

Name: _____

Title: _____