



Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093



“Pop-Up” Store Application

General Contact Information

Applicant Name: _____ Relationship to Business: _____
Mailing Address: _____ Email Address: _____
Phone No: _____ Secondary Phone No: _____

Business Contact Information

Name of Business: _____
Location of Pop-Up Store: _____
Business Owner's Name: _____
Business Owner's Phone: _____
Business Owner's Address: _____

Building Information

Building Owner or Representative Name: _____
Phone: _____ Address: _____

Business Details

Please provide a brief description of your business, including the following:

- History of business, items or services to be offered, staffing, hours/days of operation and length of stay (maximum of 90 days). Providing photographs or supporting materials are encouraged.
- Please submit a floor plan for use of the space. The floor plan should also show all exits and aisle spacing.
- Please note that all applications will be reviewed by the Fire Department and Community Development for compliance. Once approved, the building owner will need to complete the Temporary Occupancy Compliance Agreement.

Application Submission

- Please submit this application and all supporting documents to the Department of Community Development at the Winnetka Village Hall located at 510 Green Bay Road for processing.
- For permit questions, please call the Permit Desk at 847-716-3520.
- For compliance questions, please call the Fire Department at 847-501-6029.



THE VILLAGE OF WINNETKA TEMPORARY OCCUPANCY COMPLIANCE AGREEMENT



EXHIBIT B

The Temporary Occupancy Compliance Agreement (*'Agreement'*) is dated as of _____, 20__ (*'Effective Date'*) and is made and entered into by _____ a _____ (*'Owner'*).

BACKGROUND

Owner owns the property commonly known as _____ in Winnetka, Illinois (*'Property'*). Pursuant to Section 15.16.050.B of the Village Code of Winnetka (*'Village Code'*): (i) Owner is not required to construct an automatic fire sprinkler system (*'Fire Sprinkler'*) within a building located on the Property (*'Building'*) because use or occupancy of the building has not changed since February 15, 1977; and (ii) Owner will be required to construct Fire Sprinkler in the building when the use or occupancy of the Building changes.

Pursuant to Section 15.16.050.E of the Village Code: Owner desires the Village to issue a 90-day temporary certificate of occupancy for the Building to permit Owner to temporarily change the use or occupancy of the Building without the Fire Sprinkler (*'Temporary CO'*). The Village is willing to issue Owner the Temporary CO subject to, and contingent upon, the terms and conditions of this Agreement and Section 15.16.050.E of the Village Code.

TERMS AND CONDITIONS

1. The Village will issue Owner the Temporary CO to permit use or occupancy of the Building as _____ (*'Temporary Use'*). The Temporary CO will expire on _____, 20__ (*'Termination Date'*). The Temporary Use must cease on or before the Termination Date. After the Termination Date, Owner shall not use or occupy the Building except pursuant to valid certificates of occupancy issued by the Village pursuant to applicable provisions of the Village Code.
2. If the Temporary Use does not cease on or before the Termination Date, Section 15.16.050.B of the Village Code shall no longer apply to the Building and the Village shall: (i) revoke any existing certificates of occupancy for any use or occupancy of the Building; (ii) not issue any future certificate of occupancy for any use or occupancy of the building unless and until Owner constructs the Fire Sprinkler within the Building; (iii) impose a fine in the amount of \$250 on Owner for each day that the Temporary Use continues after the Termination Date; and (iiii) cause the Building to be vacated.

3. The Village shall not issue, pursuant to Section 15.16.050.E of the Village Code, more than one Temporary CO for the Building in any 365-day period.
4. Owner is expressly advised, and acknowledges and agrees, that: (i) Owner proceeds with the Temporary Use pursuant to this Agreement at its own risk; (ii) the Village may revoke the Temporary CO for the Temporary Use, and other certificates of occupancy issued for the Building, if Owner fails to comply with the requirements of this Agreement and Section 15.16.050.E of the Village Code; and (iii) Owner is not entitled to a Temporary CO, or any other certificate of occupancy, for the Building except as expressly and specifically provided herein and in the Village Code.
5. Owner hereby agrees to release, defend, indemnify, and hold harmless the Village, its officers, agents, servants, officials, attorneys, employees, and representatives from and against any and all injuries, damages, claims, liabilities, demands, causes of action, losses, suits, expenses, and judgements of any and all nature and kind whatsoever, including without limitation costs, expenses, and attorneys' fees arising out of, occasioned by, connected with, or in any way attributable to the Agreement and the Temporary Use of the Building pursuant to the Temporary CO.
6. This Agreement shall not be effective unless and until Owner has executed this Agreement, and the signed Agreement has been delivered to and accepted by the Village.

EXECUTED:
[OWNER]

By: _____

Its: _____

Date: _____

ACCEPTED:
THE VILLAGE OF WINNETKA

Village Manager

Date: _____

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 20____, by
_____, the Village Manager of the VILLAGE OF WINNETKA,
an Illinois home rule municipal corporation.

Signature of Notary

SEAL
My Commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 20____, by
_____, the _____ of [OWNER].

Signature of Notary

SEAL
My Commission expires: _____