

# City of Safety Harbor Application for CAFÉ TABLE RIGHT-OF-WAY USE PERMIT

Date Received:	
File Number:	
Staff Reviewer:	

**1. GENERAL**

Property Owner Name:	
Applicant Name:	
Business Name:	
Address:	
Telephone:	E-Mail:

**2. REQUIRED INFORMATION:**

- Copy of Local Business Tax Receipt
  
- Survey depicting:
  - Building footprint and surrounding right of way (sidewalk, street, etc.)
  - Business frontage dimensions and location
  - Number of tables, including shape, material, and location of proposed café tables and chairs.
  - Proposed size of café tables (diameter for round tables and dimensions of square or rectangular tables).
  - Existing trees, planting areas, or street furniture (lamp post, etc.)
  - Proposed size and location of umbrellas
  - Proposed accessible path width
  
- Disclaimer form indemnifying the City of Safety Harbor of any liability for use of right-of-way
  
- Proof of minimum general liability insurance of \$100,000 per person, \$200,000 per occurrence and indicating the City as an additional insured.

**3. APPLICATION FEES (Must be paid prior to processing):**

Type	Review Fee	Public Notice Fee	Total
CAFÉ TABLE PERMIT	\$25	N/A	\$25

**CITY OF SAFETY HARBOR**  
**TEMPORARY CAFÉ TABLE INDEMNITY AND RELEASE AGREEMENT ("AGREEMENT")**

WHEREAS, Applicant wishes to place café tables within the City's right-of-way located at \_\_\_\_\_; and

WHEREAS, the City has permitted Applicant to locate temporary café tables in said right-of-way on the condition that Applicant agrees to indemnify the City; and

WHEREAS, the Applicant is willing to indemnify the City pursuant to the terms of this Agreement.

NOW, THEREFORE, the Applicant agrees as follows:

1. The Applicant agrees to indemnify, hold harmless and defend the City, its elected officials, officers, employees and agents of, from and against all liability and expense, including all attorney's fees and costs, in connection with any and all claims, demands, damages, actions, causes of action and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, loss of use, arising out of, in any way, the City's permitting and the actual placement of café tables within the City's right-of-way by Applicant.

2. THE APPLICANT ACKNOWLEDGES THAT THIS INDEMNITY AND RELEASE AGREEMENT MAY RELEASE THE CITY FROM CLAIMS OR LIABILITIES ARISING OUT OF THE NEGLIGENCE OF THE CITY.

3. If any one or more of the provisions of this Indemnity and Release Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. This Indemnity and Release Agreement shall not be construed or interpreted in any way against any one party on the basis that that party drafted this Indemnity and Release Agreement.

4. The Applicant acknowledges that it has had a full opportunity to review this Indemnity and Release Agreement and has signed it freely, without any inducement or assurance of any nature, and further agrees that no oral representations, statements, or inducements apart from the foregoing agreement have been made.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Dated

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ of \_\_\_\_\_, a Florida municipal corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

**NOTARY**  
**STAMP**

The undersigned applicant hereby agrees to operate the café table area described in this application in accordance with the requirements of City of Safety Harbor Ordinance No. 2021-19 (attached). The undersigned certifies the information contained in this application is true and correct. The undersigned understands this application is not transferable and is valid for one year. The undersigned agrees to indemnify the City from liability resulting from application of this ordinance in accordance with the indemnification requirement of Article III, Section 20.21 of the City Code.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Attach final ordinance**