

**LICENSE APPLICATION for
SIDEWALK CAFÉ PERMIT**

SECTION 11.260
CITY OF MANITOWOC
900 QUAY ST



<p>License # _____ License fee: \$75.00 Code: CSCP FEES ARE NON-REFUNDABLE</p>
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Initial Application (annual permit). *Attach scale drawing.*
Renewal Application (due 1/31 each permit year).
Attach scale drawing only if changes to the café operation are being made.

SECTION 1 – LOCATION OF PROPERTY

Street Address of Tavern/Restaurant	Legal Description or Tax ID No. of Property
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Current Zoning of Property *(cafes are authorized in “B”, “C” and “I” zoning district where permitted or conditionally permitted, on portion of sidewalk adjacent to the building).*

PROPOSED OPERATION OF SIDEWALK CAFÉ, USE OF PROPERTY, AND SCALE DRAWING
(see attached statement of information required to satisfy requirements under this section. All information identified on the attachment must be provided for the application to be deemed complete).

LICENSES
(attach copies of all applicable licenses requested below).

Current restaurant license number	Current Manitowoc County Department of Health license number
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Department of Agriculture, Trade and Consumer Protection (DATCP) license number

Current alcoholic beverage license number (required if applicant intends to sell alcoholic beverages in sidewalk café)

INSURANCE
(attach certificate of insurance required under Section 11.260(9) to prove commercial general liability, liquor liability, if applicable, and worker’s compensation coverage).

PERMIT FEE AND NOTICES

The required annual permit fee of \$75.00 is enclosed, and I understand that compliance with Section 11.260 of the City of Manitowoc Municipal Code is required in order to obtain and maintain a Sidewalk Café Permit.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of the laws and ordinances governing this permit will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any federal, state or local law.

The applicant further agrees to execute a notarized hold harmless agreement with the City, against any claim of any kind that may be filed at any time related to the operation of the cafe operation.

You will be informed of the date and time of the meeting where the Finance Committee will review this application and required documentation.

Applicant Name	Applicant Signature
Trade Name of Business	Mailing Address
City, State, Zip	Telephone Number
Fax Number	Email Address
Landlord Name	Landlord Signature (both signatures required if building not owned by Applicant)
Mailing Address	City, State, Zip
Telephone Number	Fax Number
Email Address	

- Attachments:**
- **Scale Drawing and Details/Photos of Sidewalk Café Permit Area**
 - **Filing Fee**
 - **Certificate of Insurance**
 - **Hold Harmless Agreement**

SIDEWALK CAFÉ PERMITS
SECTION 11.260, CITY OF MANITOWOC MUNICIPAL CODE
INFORMATION REQUIREMENTS

1. The following information must be provided by applicant at the time of application.

A. SCALED DRAWING

1. Scaled elevation and/or drawing of the café area identifying the location of all existing and proposed trees, poles, signs, street furniture, trash containers, equipment, fixed and portable barriers, and other items that will be located in the café, and within an additional 10 feet long area immediately adjacent to the ends of both sides of the sidewalk café.
2. Identification of all amenities to be located in the café area (ie. tables, table umbrellas, chairs, signage, lighting, music etc.) with quantities of each provided.
3. Photographs, pictures from a sales catalogue or detailed renderings of the furniture and equipment being considered for usage, with dimensions included.
4. Photograph of the sidewalk area where the café will be located plus 10 feet immediately adjacent to the ends of both sides of the sidewalk café, plus the adjacent building including any building exits/entrances, fire escapes, and drop ladders, and existing street/sidewalk traffic regulatory or other signs

B. OPERATING PLAN

1. *Hours of operation.* Identify hours that food service would be available.
2. *Maintenance.* Sidewalk cleaning schedule.
3. *Alcoholic beverages.* Do you plan to serve liquor, and if yes, identify the hours that alcohol would be served to the public.
4. *Lighting.* Identification of additional lighting fixtures above and beyond existing public street lights, and their proposed location.
5. *Sound.* Will the operation include an outdoor sound system or outdoor speakers, piped in music, live music, televisions, or any other system for generating music?

C. C. LICENSES AND INSURANCE

1. Provide copies of all applicable existing liquor, restaurant or other operating licenses issued by the City of Manitowoc, Manitowoc County, or the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP).
2. Provide evidence of commercial general liability insurance with the following minimum standard limits:
 - a) Minimum liability limits of \$1,000,000 combined single limit for bodily injury and property damage claims per occurrence.
 - b) General aggregate limit \$1,000,000.
 - c) Products/completed operations \$1,000,000.
 - d) Personal and advertising injury limit \$1,000,000.
 - e) Medical expense limit – any one person \$5,000.
 - f) Liquor Liability if alcohol is served, with limits of at least \$500,000.
 - g) Listing of the “City of Manitowoc” as Additional Insured and a certificate holder, and providing a 30 day written notice of cancellation to the City.
 - h) Worker’s compensation insurance at levels Prescribed by Wisconsin State Statutes.

AGREEMENT TO HOLD HARMLESS
WAIVER OF LIABILITY, ASSUMPTION OF RISK
AND INDEMNIFICATION OF THE CITY OF MANITOWOC
WITH RESPECT TO SIDEWALK CAFÉS

In consideration for being issued a Sidewalk Café Permit, I (we) _____, **THE UNDERSIGNED**, including any of my (our) personal representatives, heirs, and assigns:

1. Shall hold harmless and indemnify the City of Manitowoc, including the City's affiliates, officials, employees, agents, assigns and successors with respect to the operation of a sidewalk café, from any claims, including third party claims for personal property damage, personal injury or death, actions, administrative proceedings, judgments, damages, punitive damages, penalties, fines, costs, liabilities (including reasonable sums paid for settlements), interests or losses including reasonable attorney's fees, consultant fees and expert fees, that are directly or indirectly from or in connection with the operation of a sidewalk café.

2. **HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE** the City of Manitowoc, Wisconsin, a municipal corporation, its affiliates, officials, employees, agents, successors and assigns who are or might be liable from any and all claims, demands, damages, costs, and causes of actions of whatever kind or nature which **THE UNDERSIGNED** may now have or may have hereafter, on account of or any way growing out of, any and all known and unknown personal injuries or death and/or property damage, in connection with the operation of a sidewalk café and further releases **FROM ALL LIABILITY TO THE UNDERSIGNED** and to any of my personal representatives, assigns, heirs, and next of kin **FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO ANY PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED OR ANY ONE ELSE ARISING OUT OF OR RELATED TO THE OPERATION OF A SIDEWALK CAFÉ WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

3. **HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS**, the Releasees and each of them **FROM ANY LOSS, LIABILITY, DAMAGE OR COSTS** they may incur arising out of or related to the operation of a sidewalk café **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

4. **HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** arising out of or related to the operation of a sidewalk café **WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.**

5. **HEREBY** agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence or otherwise and is intended to be as broad and inclusive as is permitted by the laws of the State of Wisconsin in which the activities are being conducted and that if any portion thereof is held to be invalid, it is agreed that the balance, notwithstanding, shall continue in full legal force and effect.

