



CITY OF MONROE
 1110 18th Avenue, Monroe, WI 53566
 Phone (608) 329-2524 FAX (608) 329-2561

Application for Sidewalk Café Permit

AMOUNT DUE \$ _____ (Acct # 5/512) **PERMIT NO.** _____

Pursuant to Chapter 3-9 of the Monroe City Code, a permit shall be obtained for a sidewalk café to operate within the city. The permit shall be valid for one year from the date of issuance.

Applicant's Business Name: _____
 Applicant's Business Address: _____
 Contact Person & Telephone: _____
 Total square footage of existing business: _____
 Number and detailed description of outdoor table and chairs and other facilities, requested: _____

Will the tables, chairs and other equipment to be located on the sidewalk be:

In addition to existing indoor tables, chairs and equipment? _____ Yes _____ No
 A relocation of existing indoor tables, chairs and equipment to the outside? _____ Yes _____ No

Comments: _____

Present number of restroom facilities:

Men's Room: Urinal(s) _____ Water Closets _____ Lavatories _____
 Women's Room: Water Closets _____ Lavatories _____

Are any of the men's restroom facilities handicap accessible? Yes No. How many? _____

Are any of the women's restroom facilities handicap accessible? Yes No. How many? _____

Name and address of adjacent property owner(s):

Dated this _____ day of _____, _____.

 Applicant

____ Approved _____ Denied this _____ day of _____, _____.

 City Clerk

Application for Sidewalk Cafe Permit continued

Please attach the following documents:

1. Address and legal description of the building with which the proposed sidewalk café is associated.
2. Any written agreements with adjoining property owners to permit sidewalk café in front of their property.
3. Six copies of scaled site plan (suggest 1/8" = 1') showing:
 - (a) Relationship of sidewalk café to adjacent existing building and its uses and entrance location.
 - (b) Relationship of sidewalk café to any public improvements, including but not limited to, benches, fire hydrants, fire connections on building, existing exits to building, light standards and landscaping, curbs, parking meters, etc.
 - (c) Location of any utilities that might affect or be affected by the proposal.
 - (d) Existing and proposed pedestrian circulation pattern.
 - (e) Total square footage and exact dimensions of the proposed sidewalk café.
 - (f) Proposed use, materials, colors and design of tables, chairs, umbrellas, and other objects to be part of the sidewalk café. (photograph, drawings or catalog materials, etc.)
4. Payment of application review fee is \$_____.

If the application is approved, the following information will be required before a permit can be issued:

- 1 Executed Certificate of Insurance pursuant to Section 9-4-3(G) of the Monroe City Code (see below).
- 2 Copy of alcohol beverage license(s) covering the sidewalk café (if applicable).
- 3 Payment of sidewalk café permit fee.
- 4 Executed Release and Hold Harmless Agreement.

Section 3-9-3(G); Liability and Insurance

(G) **Liability and insurance.** As a condition of issuance of a sidewalk café permit, the permittee shall agree to indemnify, defend, save, and hold harmless the City, its officers and employees, from any and all claims, liability, lawsuits, damages, and causes of action, which may arise out of the permit or the permittee's activity on the sidewalk café. In addition the permittee shall:

1. Obtain commercial liability insurance in the amount of at least \$1,000,000 per occurrence for bodily injury and property damage, with the city named as an additional insured, with coverage including the area and operations of the sidewalk café.
2. Provide the city with an original certificate of insurance as evidence that the requirements set forth in this section have been met prior to commencing operations of a sidewalk café.

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement is made this _____ day of _____, _____ by _____ (“Applicant”) for the benefit of the City of Monroe, Wisconsin, (“City”).

Whereas, the Applicant is the owner(s) or lessee(s) of the property located at _____ Monroe, Wisconsin; and

Whereas, the Applicant has applied for a sidewalk café permit for the sidewalk area abutting the property described and is required to indemnify, defend and hold and save the City harmless for its use of the public right-of-way (hereinafter collectively the “Property”); and

Whereas, the Applicant is authorized to and has obtained any necessary approvals for this Agreement.

Now, Therefore, in consideration of the City allowing the Applicant to use the public right-of-way for its sidewalk café, the Applicant agrees as follows:

1. The above recitals are true, and correct and are incorporated herein by reference,

2. The Applicant agrees to indemnify and hold and save the City harmless from any and all damages, loss or liability occurring by reason of any injury of any person or property which may occur as a result of the sidewalk café permit or the use of the Property by the Applicant or the Applicant’s family, officers, agents, representative, guests, employees, invitees, or persons contracting with either or any of them or occasioned by an act or omission, neglect, or wrongdoing of the Applicant or the Applicant’s family, officers, agents, representative, guests, employees, invitees, or persons contracting with either or any of them and Applicant will, at the Applicant’s own cost and expense, defend and protect the City against any and all such claims or demands which may be claimed to have arisen as a result of or in connection with the granting of the sidewalk café permit or the use of the property by the Applicant or the Applicant’s family, officers, agents, representative, guests, employees, invitees, or persons contracting with either or any of them or occasioned by an act or omission, neglect, or wrongdoing of the Applicant or the Applicant’s family, officers, agents, representative, guests, employees, invitees, or persons contracting with either or any of them.

3. The Applicant does hereby remise, release, satisfy, quit claim and forever discharge the City from any and all actions, claims and demands that the Applicant ever had, now has, or may have against the City as a result of the granting of the sidewalk café permit or because of the use of the Property by the Applicant or the Applicant’s family, officers, agents, representatives, guests, employees, invitees, or persons contracting with either or any of them.

4. The Applicant will maintain liability or other insurance as required by the Monroe City Code which shall name the City as an additional insured and for which the City will be given a current certificate.

5. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their heirs, legal representative, successors and assigns.

Applicant

Applicant

STATE OF WISCONSIN

COUNTY OF GREEN

Personally came before me this _____ day of _____, _____, the above-named _____ to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

Notary Public
My Commission Expires: _____