

CITY OF CEDAR FALLS  
**SIDEWALK CAFE**  
APPLICATION FOR PERMIT RENEWAL

Name of Applicant \_\_\_\_\_

Doing Business As \_\_\_\_\_

Street Address \_\_\_\_\_

Business Phone \_\_\_\_\_ Contact Phone \_\_\_\_\_

Mailing Address \_\_\_\_\_

Renewal Application with changes                       Renewal Application with No Changes

Renewal of sidewalk cafe must meet the following requirements:

- Submit current Insurance certificates.
- Submit annual permit and easement fees.
- Comply with requirements of Chapter 19, Streets and Sidewalks, Article III, Obstructions, Division 2, Sidewalk Cafes, of the Cedar Falls Code of Ordinances.
- Application to be submitted thirty (30) days in advance of desired start date.
- Application must include diagram.
- Minimum of five (5) feet unobstructed public sidewalk between seating/tables and curb.
- Furniture shall be moved inside or secured outside, adjacent to building each night.
- Permit may be renewed prior to its expiration, one (1) year from the date of issuance.
- Permit is not transferable.
- Changes subject to approval by City Municipal Operations & Programs Director and Community Main Street or College Hill Partnership.
- City Public Safety Director or Municipal Operations & Programs Director may order immediate removal for safety, health or welfare.
- The City reserves the right to limit number of permits issued.
- The City retains the right to terminate any approved permit upon seven (7) days notice.
- Failure to comply with and adhere to requirements may result in permit being revoked.

I certify that the application is complete and accurate and understand that failure to meet and maintain all requirements for a sidewalk cafe, shall be grounds for revocation of permit.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

INDEMNIFICATION AGREEMENT  
SIDEWALK CAFÉ

The undersigned, \_\_\_\_\_, an applicant for a permit for Sidewalk Café and a proprietor of an establishment in an area where Sidewalk Café are permitted pursuant to Cedar Falls Ordinance § 19-92 through 19-101, (hereinafter "Applicant"), acknowledges that as a condition to the City of Cedar Falls issuing a permit for Sidewalk Café.

(i) Furnish proof of insurance: Commercial general liability insurance coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage, with the City to be named as an additional insured on the policy, with an endorsement to be issued as part of the insurance policy, evidencing compliance with this requirement; and

(ii) Furnish an indemnification agreement by which Applicant agrees to indemnify and hold the City harmless from any liability for damages arising out of the placement of the Sidewalk Café in the public right-of-way.

In consideration of the City's agreement to permit the Sidewalk Café on certain public sidewalks in full compliance with Cedar Falls Ordinance § 19-92 through 19-101, Applicant, its successors and assigns, hereby agree to indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses, liability or damages of whatever nature, including payment of reasonable attorney fees, which may arise from my use of the public right-of-way arising from this Agreement, or which may be caused in whole or in part by any act or omission of the Applicant including Applicant's agents or employees.

Applicant hereby acknowledges that he/she has carefully read the foregoing Release and Indemnification Agreement, that he/she voluntarily signs the same, and acknowledges receipt of a copy hereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Name of Witness - Print

\_\_\_\_\_  
Name of Applicant - Print

\_\_\_\_\_  
Business Name & Title of Applicant Proprietor