



Planning and  
Development Services  
Department

Development Review  
Services Division  
[www.stpete.org/ldr](http://www.stpete.org/ldr)

# SIDEWALK CAFÉ PERMIT

## List of Required Submittals



### Completed applications include:

- Completed application form
  - \*Scaled site plan
  - \*Pictures of furniture
- Application fee
  - Fee for new is \$35 + \$20 per chair
  - Fee for renewals is \$15 per chair
- Copy of current City of St. Petersburg Business Tax Receipt
- Copy of current State License from:
  - Department of Agriculture and Consumer Services Division of Food Safety; or
  - Department of Business and Professional Regulation Division of Hotels and Restaurants; and/or Division of Alcoholic Beverages and Tobacco
- Copy of current Insurance Certificate demonstrating proof of Commercial General Liability with a minimum limit of \$500,000 per occurrence for bodily injury and property damage (on ACORD form 25 or equivalent).
  - **The City of St. Petersburg is required to be listed as “additionally insured with respect to general liability.”**
- Workers' compensation and employers' liability as required by the State for more than three (3) employees
- Indemnification agreement (release and hold harmless agreement signed by property owner or lessee)
- Affidavit to Authorize Agent (if applicant is not property owner)

Completeness review by city staff: \_\_\_\_\_

Visit [www.stpete.org/ldr](http://www.stpete.org/ldr) for the City of St. Petersburg's most current sidewalk café regulations under [16.50.370 - SIDEWALK CAFE](#).

Annual Permits are valid October 1 – September 30 each year.

### \*Additional Information

A new site plan and pictures of furniture are not required to be submitted for renewals unless there are changes to the layout or to the number of tables and chairs.

Renewals for Sidewalk Café Permits must be completed by September 30 of each year or late fees are applied.

City of St. Petersburg  
P.O. Box 2842  
St. Petersburg, FL 33713  
727-893-7471  
[devrev@stpete.org](mailto:devrev@stpete.org)

UPDATED: 09-20-23



# SIDEWALK CAFÉ APPLICATION

All applications are to be filled out completely and correctly. The application shall be submitted IN PERSON to the City of St. Petersburg's Zoning Counter, located on the 1<sup>st</sup> floor of the Municipal Services Building, One 4th Street N.

GENERAL INFORMATION	
<b>Business Name:</b>	
Street Address:	
City, State, Zip:	
Telephone No.:	
Email Address:	
<b>Applicant Name (Point of Contact):</b>	
Street Address:	
City, State, Zip:	
Telephone No.:	
Email Address:	
PROPERTY INFORMATION	
Property Owner Name:	
Street Address:	
Parcel ID#(s):	

FEE SCHEDULE	
Application to Establish	\$35.00
Plus 1 <sup>st</sup> year \$ Per Chair	\$20.00
Annual Renewal \$ Per Chair (On-Time)	\$15.00
Annual Renewal \$ Per Chair (Late)	\$20.00
Cash, credit, checks made payable to "City of St. Petersburg"	

## AUTHORIZATION

City Staff and the designated Commission may visit the subject property during review of the requested variance. Any Code violations on the property that are noted during the inspections will be referred to the City's Codes Compliance Assistance Department.

The applicant, by filing this application, agrees he or she will comply with the decision(s) regarding this application and conform to all conditions of approval. The applicant's signature affirms that all information contained within this application has been completed, and that the applicant understands that processing this application may involve substantial time and expense. Filing an application does not guarantee approval, and denial or withdrawal of an application does not result in remittance of the application fee.

**NOTE: It is incumbent upon the applicant to submit correct information. Any misleading, deceptive, incomplete, or incorrect information may invalidate your approval.**

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



# SIDEWALK CAFÉ APPLICATION

ALL OF THE FOLLOWING CRITERIA MUST BE ANSWERED.

APPLICANT NARRATIVE
<b>PROPOSED SIDEWALK CAFÉ:</b>
1. Total square footage of existing business:
2. Requested outdoor tables/chairs to be located on the public sidewalk:
<input type="checkbox"/> Tables:
<input type="checkbox"/> Chairs:
3. Number of indoor tables and chairs:
<input type="checkbox"/> Tables:
<input type="checkbox"/> Chairs:
4. Present number of restroom facilities:
Men's Room:
Urinal(s):
Water Closets:
Lavatories:
Women's Room:
Water Closets:
Lavatories:
5. Are any of the men's room facilities handicapped accessible? <input type="checkbox"/> Yes <input type="checkbox"/> No
How many are handicapped accessible?
6. Are any of the women's restroom facilities handicapped accessible? <input type="checkbox"/> Yes <input type="checkbox"/> No
How many are handicapped accessible?
7. Total number of employees:

Applicant's Initials: \_\_\_\_\_

RELEASE AND INDEMNIFICATION AGREEMENT

This Release and Indemnification Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_ ("OWNER") for the benefit of the City of St. Petersburg, Florida, ("City").

WHEREAS, the OWNER is the owner of the property located at \_\_\_\_\_, St. Petersburg, Florida; and

WHEREAS, pursuant to the City Code, the OWNER or LESSEE has applied for a Sidewalk Café Permit for the sidewalk area abutting the property described above, which sidewalk area shall hereinafter be collectively called the "Property"; and

WHEREAS, pursuant to the City Code, the OWNER must provide an indemnification related to its use of the Property under the Sidewalk Café Permit; and

WHEREAS, the OWNER or LESSEE is authorized to execute, and has obtained any and all necessary approvals for, this Agreement.

NOW, THEREFORE, in consideration of the City allowing the OWNER to use the Property for its sidewalk café, the OWNER agrees as follows:

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

2. The OWNER agrees to defend at its cost, pay on behalf of, indemnify and hold harmless the City, its officers, agents, third party managers, employees, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liabilities, damages, judgments, orders, decrees, actions, proceedings, fines, penalties, costs and expenses, (collectively, "Claims"), including but not limited to Claims related to damage or injury to property or persons (including loss of life) and court costs and attorney's fees at trial and on appeal, whether or not a lawsuit is commenced, alleged or claimed by any person or entity to be arising out of or in connection with (i) the Sidewalk Café Permit; or (ii) the use of the Property by the OWNER or his/her/its family, officers, agents, representatives, guests, employees, invitees, licensees, or persons contracting with either or any of them; or (iii) any negligent act or omission of OWNER or his/her/its family, officers, agents, representatives, guests, employees, invitees, licensees, or persons contracting with either or any of them, whether or not such negligence is claimed to be either solely that of OWNER, or his/her/its family, officers, agents, representatives, guests, employees, invitees, licensees, or persons contracting with either or any of them, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) any reckless or intentional wrongful act or omission of OWNER or his/her/its family, officers, agents, representatives, guests, employees, invitees, licensees, or persons contracting with either or any of them. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by OWNER or otherwise obtained by OWNER, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

3. The OWNER does hereby remise, release, satisfy, quit claim and forever discharge the Indemnified Parties from any and all actions, claims and demands that the OWNER ever had, now has, or may have against the Indemnified Parties as a result of the granting of the Sidewalk Café Permit or because of the use of the Property by the OWNER or his/her/its family, officers, agents, representatives, guests, employees, invitees, licensees, or persons contracting with either or any of them.

4. The OWNER will maintain insurance in the minimum types and amounts required by City Code. The City does not represent that such types and amounts are sufficient to protect OWNER's interests or liabilities and the insurance requirements of the City Code shall in no way be interpreted to limit OWNER's liability under this Agreement. The Indemnified Parties shall be named as additional insureds on all required insurance policies and the City shall be provided with a current certificate of insurance evidencing that the requirements of the City Code have been met.

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

\_\_\_\_\_, OWNER

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

Notary Public  
My Commission Expires:  
Sign \_\_\_\_\_  
Print \_\_\_\_\_

The term of this agreement shall remain valid for the fiscal year in which this agreement is signed and shall be required every fiscal year in which a café permit applied for or obtained.



**CITY OF ST. PETERSBURG  
PLANNING & ECONOMIC DEVELOPMENT DEPT.  
DEVELOPMENT REVIEW SERVICES DIVISION**

**DEVELOPMENT REVIEW COMMISSION  
AFFIDAVIT TO AUTHORIZE AGENT**

**I am (we are) the owner(s) and record title holder(s) of the property noted herein**

Property Owner's Name: \_\_\_\_\_

**This property constitutes the property for which the following request is made**

Property Address: \_\_\_\_\_

Parcel ID No.: \_\_\_\_\_

Request: approval for sidewalk café \_\_\_\_\_

**The undersigned has (have) appointed and does(do) appoint the following agent(s) to execute any application(s) or other documentation necessary to effectuate such application(s)**

Agent's Name(s): \_\_\_\_\_

**This affidavit has been executed to induce the City of St. Petersburg, Florida, to consider and act on the above described property.**

**I(we), the undersigned authority, hereby certify that the foregoing is true and correct.**

Signature (owner): \_\_\_\_\_

\_\_\_\_\_  
Printed Name

**Sworn to and subscribed on this date**

Identification or personally known: \_\_\_\_\_

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

Date: \_\_\_\_\_

Commission Expiration (Stamp or date): \_\_\_\_\_