



Planning and
Development Services
Department

Development Review
Services Division
www.stpete.org/ldr

SIDEWALK RETAIL DISPLAY

List of Required Submittals

Completed applications include:

- Completed application form
 - Scaled site plan
- Application fee of \$35 for new applications or a renewal fee of \$10
- Copy of City of St. Petersburg Business Tax Receipt.
- 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.
- Indemnification agreement (release and hold harmless agreement).
- Affidavit to Authorize Agent (if applicant is not property owner).



Completeness review by city staff: _____

Standards and Criteria for Review

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

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

Visit www.stpete.org/ldr for the City of St. Petersburg's most current sidewalk retail display regulations under [16.50.380 - SIDEWALK RETAIL DISPLAY](#).

- Can be permitted for retail businesses in CCS, CCT, RC and DC zoning districts.
- Sidewalk retail display shall be related to the principal use of the abutting property.
- Allowed to operate during business hours, and is prohibited 11:00 p.m. - 7:00 a.m.
- Sidewalk retail display shall be located in a manner that promotes efficient and direct pedestrian movement (complete Page 3 for Location Detail).

City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33713
727-893-7471
devrev@stpete.org

UPDATED: 04-24-19



SIDEWALK RETAIL DISPLAY

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 1st floor of the Municipal Services Building, One 4th Street N.

GENERAL INFORMATION	
Business Name:	
Street Address:	
City, State, Zip:	
Telephone No.:	
Email Address:	
Applicant Name (Point of Contact):	
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
Annual Renewal (On-Time)	\$10.00
Annual Renewal (Late)	\$15.00
Cash, credit, and checks made payable to "City of St. Petersburg"	

AUTHORIZATION

City Staff may visit the subject property during review of the requested permit. 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. The applicant certifies that he/she has read City Code Section 16.50.380 regulating sidewalk retail displays and understand that issuance of an annual sidewalk retail display permit does not exempt the holder from complying with all requirements of the City Code. 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 RETAIL DISPLAY

LOCATION DETAIL

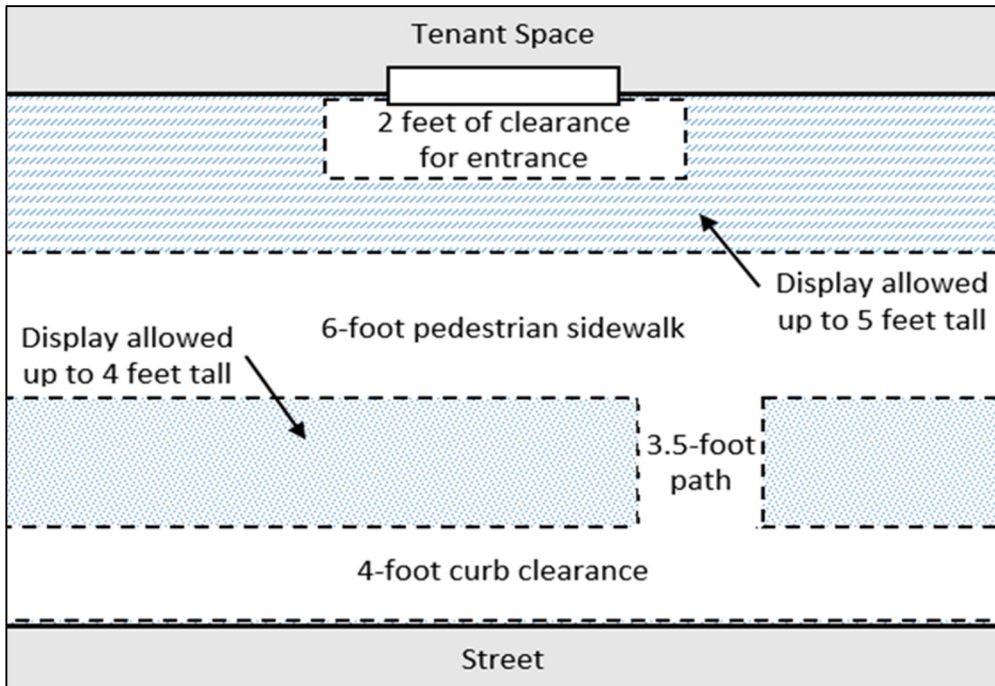
1. Complete the chart below with accurate dimensions for your sidewalk retail display area.

It is the applicant’s responsibility to take accurate measurements. Sidewalk retail display areas are subject to staff field verification and are enforced by the City’s Codes Compliance Department and Police Department.

	Minimum Requirement	Your Site
Pedestrian walkway width provided	6 feet	
Walkway width from sidewalk to curb	3.5 feet	
Clearance on each side of any entrance, fire hydrants, or other fixture located within the display area	2 feet	
Distance from retail display to the back of curb	4 feet	

2. Submit a drawing similar to the example below including the following information:

- Relationship to adjacent existing buildings and their uses and entrance locations.
- Relationship to any public improvements, including but not limited to, benches, fire connections on the buildings, existing exists from buildings, light standards and landscaping, curbing and parking meters.
- Location of any utilities that may affect or be affected by the proposal.
- Existing and proposed pedestrian circulation pattern.
- Total square footage and exact dimensions of the proposed sidewalk retail display.
- Your sidewalk retail display area cannot exceed 100 square feet.
- One sign may be displayed on the sidewalk during business hours, not to exceed 4 feet in height.





**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: _____

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: (Print): _____

Date: _____

Commission Expiration (Stamp or date): _____

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 or lessee of the property located at _____, St. Petersburg, Florida; and

WHEREAS, pursuant to the City Code, the OWNER has applied for a Sidewalk Retail Display 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 Retail Display Permit; and

WHEREAS, the OWNER 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 Retail Display 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 Retail Display 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 _____