



CITY OF ELIZABETHTON
City Clerk's Office
Sidewalk Encroachment and Use Application

APPLICATION TYPE: (mark one)

- Pushcart/Food Cart Outdoor Merchandise Area Outdoor Dining Areas/Cafe

Site Address or Location (descriptive): _____

| APPLICANT INFORMATION | PROPERTY OWNER INFORMATION |
|---|---|
| Applicant Name: _____ Applicant Address: _____ _____ _____ Applicant Telephone Number: _____ Applicant Business/Organization Name: _____ Applicant Tennessee Control Number: _____ | <input type="checkbox"/> Same as Applicant Owner Name: _____ Owner Address: _____ _____ _____ <input type="checkbox"/> Owner is aware of this application. |

COMPLETION CHECKLIST

Please be sure to include the following information that is appropriate to your application.

Pushcarts/Food Carts

What type of food or products will be sold? _____

Identify the name and phone number of the sponsoring restaurant. _____

What are your proposed times of operation? _____

- Include a sketch or site drawing of the cart and surrounding elements within 10 feet of the proposed cart location.
- For food carts or pushcarts selling food, food products and/or beverages, include a certificate of insurance for comprehensive general liability in a minimum amount of \$1,000,000. All other pushcarts, include a certificate of insurance for comprehensive general liability in the minimum amount of \$25,000. The City must be named as additionally insured on either certificate.
- Written approval from the Carter County Health Department (423-543-2521) that the pushcart/food cart has been inspected and is in compliance with current requirements for food handling.

Outdoor Dining Areas/Cafes

- Include a sketch of the area in front of the building showing the dimensions of the proposed area and the location of tables, chairs, other furniture, canopies, fencing (if applicable), and other accessories for the outdoor dining area.
- Include drawings or photographs of the design of all furniture, fencing, canopies, and accessories to be used.
- Include a certificate of insurance for comprehensive general liability in a minimum amount of \$1,000,000 and names the City as additionally insured.
- Written approval from the Carter County Health Department (423-543-2521) that the outdoor dining area has been inspected and is in compliance with current requirements for food handling. This shall be submitted no more than 30 days after the application has been approved or the application may be denied.

Outdoor Merchandise Areas

- Include a sketch of the area in front of the building showing the dimensions of the proposed area and the location of proposed fixtures or devices on which the merchandise is to be displayed.
- Include a certificate of insurance for comprehensive general liability in a minimum amount of \$1,000,000 and names the City as additionally insured.

FEES

- Pushcarts - \$75.00 per location
- Outdoor dining/merchandise area less than or equal to 30 SF - \$0.00
- Outdoor dining/merchandise area greater than 30 SF, but less than or equal to 50 SF - \$75.00
- Outdoor dining/merchandise area greater than 50 SF - \$75.00 plus \$0.50 for each additional square foot.

USE AND ENCROACHMENT AGREEMENT

Compliance. The undersigned hereby certifies that he/she has reviewed and agrees to abide by the requirements Title 16, Chapter 3 and related rules and acknowledge that these ordinances and rules may change without notice. Permit Holder recognizes that it is their responsibility to keep abreast of changes in these ordinances and rules and that failure to comply may result in revoking of a permit.

Indemnification. Permit Holder agrees to defend, indemnify, protect and hold harmless City, its officers, employees, assigns, agents, representatives, and contractors from and against any and all third party claims, actions, administrative proceedings (including, without limitation, informal proceedings), judgments, damages, penalties, fines, cost, liabilities, interests, or loss, including, without limitation, reasonable attorneys' fees and expenses, consultant fees, and expert fees, together with all other costs and expenses of any kind or nature suffered by or asserted against City in any way arising out of or connected with this Permit/Agreement or activities undertaken pursuant to this Permit/Agreement (including, without limitation, the installation, construction, operation or maintenance of Permit Holder's business). Permit Holder expressly assumes all liability for actions by its affiliates, agents, officers, employees, representatives, contractors, vendors, and customers and expressly waives any immunity from the enforcement of this indemnification provision that might otherwise be provided by workers' compensation law or by other state or federal laws.

Liability and Damages. City shall not be liable to a Permit Holder for any interruption to service or for interference with the operation of its business arising out of the use of City's property and/or rights-of-ways. Permit Holder shall make an immediate report to the City of the occurrence of any damage to City property and/or rights-of-ways. City shall have no responsibility, liability or obligation to Permit Holder or Permit Holder's affiliates, agents, officers, employees, representatives, contractors, vendors, and customers for any special, incidental consequential or punitive damages including, but not limited to, loss of profits, cost of replacement services, loss of customers or agents, loss of use, or penalties imposed by others, regardless of any act of omission or commission in connection with or under this Permit/Agreement. City reserves to itself, its successors and assigns, the right to maintain its public property and/or rights-of-ways, and to operate its facilities thereon, in such manner as will best enable it to fulfill its own service requirements. City also reserves the right to inspect any or all premises and equipment contained within its property and rights-of-ways and to make periodic inspections under this Permit/Agreement. Except in cases where such inspection reveals an immediate threat to safety, City may notify Permit Holder of any discrepancies and may establish a plan and schedule with Permit Holder for mitigation of identified discrepancies at Permit Holder's expense. Such inspections, City's lack of inspection, or notification of discrepancies, shall not act as a defense or operate to relieve Permit Holder of any responsibility, obligation or liability assumed under this Permit/Agreement.

The undersigned further agrees that the information provided in this application is correct and complete.

Signature: _____

Date: _____

Printed Name: _____

Sidewalk Encroachment and Use Site Plan

1 line = 3 feet • Please use black ink, marker, or dark pencil.

Illustrate where the front of the building, any existing sidewalk features, and the street curb line is located. • Use additional grid paper as necessary.

