

# WINTER HAVEN

THE CHAIN OF LAKES CITY

## SIDEWALK CAFÉ APPLICATION AND AUTHORIZATION FOR USE PLANNING DIVISION

451 Third Street NW, Winter Haven, Florida 33881  
Phone: 863-291-5600 Email: [planning@mywinterhaven.com](mailto:planning@mywinterhaven.com)

### CONTACT INFORMATION:

Business Name: \_\_\_\_\_

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

Business Owner/Operator:

Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Property Owner (if the same as business owner, write as "Same as Above"):

Contact Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

<b><i>For Office Use</i></b>			
Type of Application: <input type="checkbox"/> Initial <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment			
Application/ Permit Number		Date Received:	
<input type="checkbox"/> Fees Paid \$ _____ <input type="checkbox"/> Site Sketch Attached <input type="checkbox"/> Property Owner Authorizations	<input type="checkbox"/> Approved <input type="checkbox"/> Approved with Conditions <input type="checkbox"/> Denied	Date Complete:	
		DRC Meeting Date & Time:	
Date	City Authorized Agent		
Comments/ Conditions of Approval:			

**REQUIRED ITEMS FOR SIDEWALK CAFÉ APPLICATION:**

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	1. Completed Application for a Sidewalk Café with payment made to City of Winter Haven by check or credit card.
	2. Scale diagram or sketch plan. Please see detailed requirements on page 4.
	3. Hold harmless agreement signed and notarized by the business owner and the property owner
	4. Evidence of insurance containing terms specified under City Code section 21-104(4) liability and insurance clause. General Liability in the amount of \$1,000,000 listing the City of Winter Haven as additionally insured
	5. Copy of current Winter Haven Business Tax Receipt
	6. If this is a new business, provide a copy of the permit from either the Department of Hotels and Restaurants or the Department of Agriculture and Consumer Services
	7. If currently serving alcohol, a copy of your current State Liquor License. ** If you are proposing to expand your permit to allow alcohol service within the sidewalk café, or are a new business proposing to use the sidewalk café for alcohol service, a copy of your new/updated State Alcohol License must be provided prior to alcohol service within the sidewalk café.
	8. Are you proposing to utilize adjacent sidewalk café space, with permission from the adjacent property owner fronting the adjacent space? If yes, include the Adjacent Property Sidewalk Café Authorization to Use Frontage for Sidewalk Café sheet in this packet. Typically, the café should be within 50 feet of the business entrance. The distance from the last café table to the business entrance must be reasonable for control and maintenance of area. <i>This will require a separate application fee and lease agreement.</i>
	9. Pictures and specifications of the proposed furniture and fixtures for approval by the City. <i>**The applicant acknowledges that all furniture and other items located within the sidewalk café must be commercial quality, compatible with the surrounding area, and suitable for outdoor use.</i>

**ADDITIONAL INFORMATION:**

- Annual Permits are valid October 1 – September 30. Renewals will need to be submitted at least 4 weeks before the expiration.
- Once the application is deemed complete it will be placed on the next available Development Review Committee (DRC) meeting for approval. Meetings are held via Zoom and you will receive an email invite to join the meeting at your set time.
- Any proposed modification to the approved sidewalk café shall be submitted to Planning Division staff to determine if an additional DRC Review is required.
- Any approved permit allowing use of City property in accordance with this Application is subject to all rules, requirements, and provisions of the City’s Code of Ordinances (WHC) including but not limited to WHC Section 21-104. Visit [https://library.municode.com/fl/winter\\_haven/codes/code\\_of\\_ordinances](https://library.municode.com/fl/winter_haven/codes/code_of_ordinances) for the most current sidewalk café regulations, requirements, and provisions, located under Chapter 21, Article II, Division 6, Section 21-104, Sidewalk Cafes. By executing this application all signatories agree to be bound by applicable rules, requirements, and regulations contained within the WHC.

**PLEASE COMPLETE THE FOLLOWING:**

Will there be outdoor:	Yes	No
Alcohol service (beer, wine, or liquor)		
Music		
Entertainment		
Lighting		
Fans		
Heater(s)		
Planter(s)		
Sign(s)		

		Existing	Proposed
Indoor	Total square footage		X
	Number of Chairs		X
	Approved Occupancy		X
Outdoor	Total square footage		
	Number of Chairs		
	Number of Umbrellas/Shade Structures		
	Number of Heaters		
	Number of Planters		
	Number of Signs - Freestanding		
	Other (i.e. hostess station, trash cans, fans, etc.)		

Existing Number of Restroom Facilities	Men's	Women's	Family
Water Closets (Toilets)			
Lavatories (Sinks)			
Urinal(s)		---	
Handicapped Accessible			

**PLEASE PROVIDE A DRAWING OR SKETCH OF THE SIDEWALK CAFÉ AREA:**

Drawing or Sketch should be to-scale of requested sidewalk cafe area showing the location and dimensions of the elements of the sidewalk café within the boundaries of the existing curbs, railings, street, property lines and/or business frontage:

Items to include on drawing:

- Minimum 42” pedestrian walkway – ADA requirement
- Furniture - Table and chairs
- Umbrellas and/ or shade structures (minimum height six (6) feet, eight (8) inches or eighty (80) inches above the sidewalk – if overhang walk way minimum nine (9) feet or 108 inches
- Other fixtures – planters, sandwich board sign, hostess station, etc.
- Fans and heaters – types and location
- Lighting – type and location
- Speaker locations
- Electrical connections
- Entrance(s) to buildings marking 2’ clearance on each side
- Street lights
- Existing planter bed(s)
- Any other existing or proposed obstruction including existing fire hydrants, fire hose connections for sprinkler systems and entrances and exits of all buildings keeping the required minimum of forty (40) inches in distance separating the edge of a table or chair to a fire department connection. Access to any of the mentioned items shall not be obstructed at any time by barriers or seating. Fire lanes shall not be obstructed at any time.
- For sites adjacent to a street corner, driveway or alley entrance, work with staff to determine the appropriate clear sight triangle at the intersection and indicate on the plan.
- Legend with furniture and fixture sizes
- Include a statement specifying how furniture and fixtures will be stored after hours

**Items to Note:**

- The owner/operator is responsible for relocating, storing, and securing the outdoor furniture if the wind or wind gusts are of such strength that any displacement is likely. In the event the National Oceanic and Atmospheric Administration's National Weather Service ([www.noaa.gov](http://www.noaa.gov)) issues a tropical weather system or tornado warning, all items placed on the sidewalk shall be removed immediately.
- No item may be attached to railings or permanently affixed to the sidewalk.
- Pressure washing of pavement/pavers will be scheduled and businesses notified a minimum of one week prior. Furniture and fixtures will need to be moved by the business prior to cleaning.

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Applicant Signature and Date

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Property Owner Signature and Date

**Authorization for Sidewalk Café Permit**  
***(Always required)***

(I) (We) \_\_\_\_\_

Being duly sworn, depose and say that (I) (we) own  the property  the business or  both the property and the business involved in this application and that (I) (we) have familiarized (myself) (ourselves) with the rules and regulations of the City of Winter Haven with respect to preparing and filing this sidewalk café application and that the foregoing statements and answers herein contained and other information attached hereto present the arguments in behalf of the application herein requested to the best of (my) (our) ability and that the statement and information above referred to are in all respects true and correct to the best of (my) (our) knowledge and belief.

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Printed Name of Owner

\_\_\_\_\_  
Date of Signature

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is  personally known to me or  has produced \_\_\_\_\_ as identification and who (did) (did not) take an oath.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

\_\_\_\_\_  
TYPED, PRINTED or STAMPED NAME OF NOTARY PUBLIC

**Adjacent Business Owner's Authorization to Use Frontage for Sidewalk Café**  
***(Complete if using space in front of adjacent business)***

(I) (We), \_\_\_\_\_  
being duly sworn, depose and say that (I) (we) own the business adjacent to the requested sidewalk café for (applicant business's name) \_\_\_\_\_  
involved in this application and that (I) (we) have agreed to forfeit the option of operating a sidewalk café in front of my property as described in the attached site sketch until the expiration of the requested sidewalk café permit for (applicant business's name) \_\_\_\_\_. (I) (we) have familiarized (myself) (ourselves) with the rules and regulations of the City of Winter Haven with respect to sidewalk cafés and do not wish to operate a sidewalk café in this space at this time. (I) (we) have signed the associated site sketch indicating (my) (our) understanding of the proposed use of the space. The statements on this page are in all respects true and correct to the best of (my) (our) knowledge and belief.

\_\_\_\_\_  
Signature of Adjacent Property Owner

\_\_\_\_\_  
Printed Name of Adjacent Property Owner

\_\_\_\_\_  
Date of Signature

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is  personally known to me or  has produced \_\_\_\_\_ as identification and who (did) (did not) take an oath.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

\_\_\_\_\_  
TYPED, PRINTED or STAMPED NAME OF NOTARY PUBLIC

## **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 Winter Haven, Florida, (“City”).

WHEREAS, the OWNER is the owner or lessee of the property located at \_\_\_\_\_, Winter Haven, Florida; and

WHEREAS, pursuant to the City Code, the OWNER 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 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 including but not limited to Court and/or administrative forum costs and attorney’s fees in any judicial and/or administrative forum, whether or not a lawsuit and/or action 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 excepting the sole negligence 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 permitted assigns.

\_\_\_\_\_  
Signature of Business Owner

\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Printed Name of Business Owner

\_\_\_\_\_  
Printed Name of Property Owner

***Business Owner Notarization:***

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is  personally known to me or  has produced \_\_\_\_\_ as identification and who (did) (did not) take an oath.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

\_\_\_\_\_  
TYPED, PRINTED or STAMPED NAME OF NOTARY PUBLIC

***Property Owner Notarization:***

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is  personally known to me or  has produced \_\_\_\_\_ as identification and who (did) (did not) take an oath.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

\_\_\_\_\_  
TYPED, PRINTED or STAMPED NAME OF NOTARY PUBLIC

**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 is applied for or renewed.**