

# THE CITY OF SUMMIT

N E W J E R S E Y

City Hall

512 Springfield Avenue

Summit NJ 07901

*www.cityofsummit.org*

## **SIDEWALK CAFÉ APPLICATION**

**(Please Type/Print Clearly)**

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

(Retail Food Establishment Owner/authorized representative\*)

\*Application must be accompanied by letter from Retail Food Establishment Owner authorizing the named representative.

Name of Retail  
Food  
Establishment: \_\_\_\_\_

Address: \_\_\_\_\_ (Fax) \_\_\_\_\_

Business Phone \_\_\_\_\_ Cell \_\_\_\_\_

**Building Owner information, if other than the applicant:**

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

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

Business Phone \_\_\_\_\_ Cell \_\_\_\_\_

**Café Plan Preparer information (drawn to scale - need not be professional drawing):**

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

Business Phone \_\_\_\_\_ Cell \_\_\_\_\_

**Note:** Café Plan must be accompanied by the written authorization and approval of the building owner, if other than the applicant.

The undersigned hereby applies for a **Sidewalk Café** license and submits:

\_\_\_\_\_  
Owner/Representative

\_\_\_\_\_  
Date

Double-Sided Document

## CHECKLIST

- |    |   |   |   |
|----|---|---|---|
| 1. | <u>Fee</u> (4-20.3)   | _____ \$116.00<br>_____ \$289.00<br>_____ \$404.00<br>_____ \$473.00  | 1 to 10 seats, no more than 2 tables<br>11 to 25 seats<br>26 to 50 seats<br>Over 50 seats |
| 2. | <u>Plan</u><br>(4-20.4b)  | Identification of adjacent properties<br>Drawing (to scale)<br>Statement of seating capacity<br>Statement of inside/outside storage - (4-20.9k) |   |
| 3. | <u>Insurance</u> (4-20.5)   | Additional Insured<br>Hold Harmless<br>Notice of Cancellation<br>AM Best Rating<br>Proof of Coverages   |   |
| 4. | <u>Indemnification</u> (4-20.6)   |   |   |
| 5. | <u>Sidewalk Café Alcohol Service License Agreement</u> (for Liquor license holders only) [4-20.10(2)] |   |   |

### **CAFÉS WITHOUT RETAIL CONSUMPTION LIQUOR LICENSE**

Will beer/wine consumption (BYOB) be permitted at your sidewalk café? Yes \_\_\_\_\_ No \_\_\_\_\_

(If yes, patrons may bring their own beer and/or wine and it is **not** to be sold or provided in anyway by the café license holder. Proof of \$1 million Liquor Liability insurance required.)

\_\_\_\_\_  
Signature of Café License Holder

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### **CAFÉS WITH RETAIL CONSUMPTION LIQUOR LICENSE**

Will alcohol consumption be permitted at your sidewalk café? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, have you been granted a place-to-place liquor license transfer? Yes \_\_\_\_\_ No \_\_\_\_\_

(If yes, Lease agreement must be requested from and approved by Common Council EACH YEAR. Proof of \$1 million Liquor Liability insurance required.)

\_\_\_\_\_  
Signature of Café License Holder

**CITY OF SUMMIT**

**SIDEWALK CAFE**  
**HOLD-HARMLESS AGREEMENT**

1. "I/we me/my" shall mean one of the following:

AN INDIVIDUAL: Name: \_\_\_\_\_

or

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

or

AN INDIVIDUAL: Name: \_\_\_\_\_

2. "You/Your" shall mean the municipal corporation known as THE CITY OF SUMMIT, its agents, servants, employees, or contractors.

3. GENERAL INFORMATION

Date: Sidewalk Café Season March 1, or upon approval and issuance of Sidewalk Café License, through November 30

Street Address of Sidewalk Café: \_\_\_\_\_

Sidewalk Café Hours: 7:00 am – 10:00 pm

ACTIVITY TO BE HELD: Operation of Sidewalk Cafe

4. I sign this Hold - Harmless as my voluntary act and by this act agree to hold you harmless and indemnify you from any claims, suits, or other actions arising from, caused by, or which are the alleged result of any act or omission of any organization, corporation, guest, invitee, licensee, visitor or other person present on the premises listed above in order to participate in, organize, assist, enjoy, supervise or in any other way further the activity to be held (as described above) on the dates listed above.

5. I state that the activity listed above will not include the consumption of alcoholic beverages but should any person described in paragraph 4 consume alcohol or allow or permit others to consume alcohol then I agree to be bound by the terms of paragraph 6 below.

6. I state that the activity listed above will include the consumption of alcoholic beverages and that because of such consumption I have the following additional duties to You related to the use of the site listed above:

a) that I am solely responsible for the dispensing and consumption of alcohol, including the prudent and responsible dispensing and consumption of alcohol by all persons involved in the activity described above, including but not limited to those persons described in paragraph 4 above;

b) to acknowledge by the signing of this Hold-Harmless that You have no authority, control, or participation in the dispensation or consumption of alcohol on the site and date listed above and that I Will take no step, action, or measure to convey the idea that You in any way have promoted, assisted, or participated in the dispensing and consumption of alcoholic beverages on the site and date listed above;

c) that I will not allow persons under the age of 21 to dispense or consume alcohol at the site during the activity to be held on Your property;

d) to comply with all municipal Ordinances relating to the consumption of alcoholic beverages, including but not limited to obtaining any necessary permits.

7. I also agree that where the municipal officer signing this Hold - Harmless on your behalf feels I should provide to You a "Certificate of Insurance" and proof of "Special Events Insurance" that I shall provide same to that municipal officer as soon as practicable and not less than five (5) business days before the date of the planned activity. The appropriate municipal officer will check below if this paragraph is applicable to the activity listed above. Said Insurance shall be written with a company maintaining a rating of at least "A-", according to A.M. Bests. Said policy shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence (\$3,000,000 per occurrence if liquor is being served). It is understood You will be listed as an additional insured on the policy and Certificate of Insurance.

Applicable  Not Applicable

**In the event said certificate of insurance is not provided as set forth above,  
I recognize the event must be canceled and not be held as scheduled.**

8. (Applicable to Corporations Only) I also agree that I am obligated to reimburse You for all reasonable attorney's fees incurred by You to enforce the terms of this Hold-Harmless or to defend Yourself against any claim, suit, demand for subrogation, or other action which a court of competent jurisdiction later determines by final order or judgment should have been defended by Me at My sole cost and expense pursuant to this Hold-Harmless.

**9. LEGAL SIGNATURE**

(a) Individual \_\_\_\_\_

or

(b) Individual \_\_\_\_\_ on behalf

Of \_\_\_\_\_  
(organization)

or

(c) Individual \_\_\_\_\_ Title \_\_\_\_\_

On behalf of \_\_\_\_\_ (Corporation)

Address of Individual, Organization or Corporation:

\_\_\_\_\_

Home phone: \_\_\_\_\_ - Work Phone \_\_\_\_\_

And

Signature of Person on behalf of the CITY OF SUMMIT:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(title)

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY, COUNTY OF SS.:

I CERTIFY that on \_\_\_\_\_, 20\_\_

\_\_\_\_\_ personally came before me and this person acknowledged under oath, to my satisfaction, that:

- a) this person is the \_\_\_\_\_ of \_\_\_\_\_ the corporation named in the attached document;
- b) this person is the attesting witness to the signing of this document by the proper corporate officer who is \_\_\_\_\_, the \_\_\_\_\_ of the corporation;
- c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- d) this person knows the proper seal of the corporation which was affixed to this document; and
- e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me

on \_\_\_\_\_, 20

\_\_\_\_\_

**INSURANCE CERTIFICATE REQUIREMENTS**  
**(Must be provided on insurance certificate)**

- a. "The certificate holder, City of Summit, is included as an additional insured as respects losses arising solely from the operation of the Sidewalk Café."
- b. The City of Summit shall be provided with 10 days written Notice of Cancellation.

**HOLD HARMLESS CLAUSE**

**(may be provided by signature of authorized company representative on this document or provided on insurance certificate)**

- c. The Licensee shall indemnify and hold harmless the City of Summit and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, arising out of the operation of the Sidewalk Café, providing that such claims, damages, losses or expenses (1) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and (2) are caused in full or in part by any negligent acts or omission of the licensee or any one directly or indirectly employed by it regardless of whether or not it is caused in part by a party indemnified hereunder.

\_\_\_\_\_  
Signature of Licensee

\_\_\_\_\_  
Date

Sworn and subscribed to

before me this \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

**CITY OF SUMMIT**  
**CHECKLIST FOR SIDEWALK CAFÉ APPLICATION**

ALL REQUIREMENTS BELOW MUST BE SUBMITTED WITH THE APPLICATION PACKET.  
**INCOMPLETE APPLICATION PACKETS WILL NOT BE ACCEPTED.**

Once application and all requirements below are submitted, the application packet is sent to the Community Services (Zoning), Fire, Health, and Police Departments for inspection approvals. In addition to application review, the inspection process may take an additional several weeks.

Upon approval by all Departments, a Sidewalk Café License will be issued to conduct the Sidewalk Café, 7:00 am to 10:00 pm, from March 1 **or the date of final approvals**, whichever is later, through November 30 of the same year. The License should be displayed in a prominent area while conducting a Sidewalk Café.

Licenses may be renewed annually by the submission of a new application with the requirements described below. Incomplete application packets will not be accepted. Please follow the checklist below:

- 1. Completed Application** (Ordinance Section 4-20.4a).
- 2. Fee** (4-20.3) (non-refundable) check or money order payable to “City of Summit”:
 

One (1) to ten (10) seats, no more than two tables	\$116.00
Eleven (11) to twenty-five (25) seats	\$289.00
Twenty-six (26) to fifty (50) seats	\$404.00
Over fifty (50) seats	\$473.00
- 3. Written Permission of Building Owner (building from which licensed Retail Food Establishment is operated)** (4-20.4a.3) if other than applicant, written authorization and approval to conduct Sidewalk Café per Plan submitted (see #4).
- 4. Café Plan** (4-20.4b) drawn to scale per ordinance, not to exceed 11” x 17”, including identification of all contiguous properties (4-20.4b.1), all structures, fixtures, equipment, etc. to be used for operating Sidewalk Café, any permanent fixtures (fire hydrants, signs, tree wells, utility poles, etc.), **required 4-foot pedestrian passageway** (4-20.4b.2), pedestrian passageway barrier with description, and all applicable requirements in Section 4-20.9, Rules, Regulations and Specifications.
- 5. Statement of Seating Capacity** (4-20.4b.3) Sidewalk Café seating (number of outdoor tables and outdoor chairs) and seating capacity (in compliance with Fire Code Occupancy Load) of existing indoor retail food establishment operated by applicant.
- 6. Insurance** (4-20.5) Certificate of Insurance showing Additional Insured (a), Hold Harmless wording (b) (may also be provided by applicant on separate signed notarized Agreement), Notice of Cancellation (c), AM Best Rating (d), \$1 million Liquor Liability (e.9) for establishments with a Plenary Retail Consumption Liquor License or permitting alcohol consumption (BYOB) at Sidewalk Café, and proof of minimum coverages (e) as follows:

General Aggregate \$1 million	Fire Damage (any one fire) \$50,000.00
Products and Completed Operation Aggregate \$1 million	Medical Expense (any one person) \$5,000.00
Personal and Advertising Injury \$1 million	Workmen’s Compensation Statutory requirements
Each Occurrence \$1 million	Employers Liability - \$100,000.00 each accident; \$500,000.00 Disease – policy limit; \$100,000.00 Disease – each employee

- 7. Indemnification Agreement** (4-20.6) “Hold Harmless Agreement” form provided with application packet.
- 8. Statement of inside/outside storage** (4-20.9.k) of Sidewalk Café equipment (tables, chairs, umbrellas, etc.), whether it will be brought inside each night OR where and how it will be secured outside.
- 9. Sidewalk Lease Agreement and Fee (for Plenary Retail Consumption Liquor License Holders only)** (4-20.10.b).