



ENCROACHMENT PERMIT APPLICATION
FOR OUTDOOR CAFÉS

Applicant Name: Phone:

Business Name:

Business Address:

Business Owner: Phone:

Home Address:

24 Hour Contact: Phone:

Email:

Signature of Applicant Date:

Signature of Business Owner Date:

THE APPLICANT MUST SUBMIT THE FOLLOWING ADDITIONAL INFORMATION

For Café Permit RENEWALS:

- Application fee as calculated for café permit issued in previous year
Proof of liability insurance identifying the City of Marietta as an additional insured for a minimum of \$1,000,000.00 (copy of current policy required)
Revised location and layout of tables and chairs, if applicable
Signed Release & Indemnity Agreement (see next page)
Copy of valid business license to operate a business establishment adjacent to the public property.
The business must be a restaurant which receives over 50% of its annual revenue from the sale of prepared food items.

NEW Café Permits – in addition to the above information, must also include:

- Proof of any required ABC license, health permits or other state permits
Photographs or drawings of proposed tables, chairs (black metal only), umbrellas, etc.
A sketch or site plan drawn to scale showing the existing public area and adjacent private property
The proposed location and layout of tables and chairs (a four-foot clear path must be maintained)
Signed Release & Indemnity Agreement (see next page)
Written consent of adjacent property owner if tables are to be placed in front of an adjacent business

TO BE COMPLETED BY PLANNING AND ZONING DEPARTMENT

DATE APPROVED: DATE DENIED:

Planning & Zoning Manager



Release & Indemnity Agreement
Between City of Marietta and Outdoor Cafe Permittee

In consideration and as a condition of the City of Marietta issuing to Permittee that certain Outdoor Cafe Permit No. \_\_\_\_\_, submitted to the Planning & Zoning Division on \_\_\_\_\_ (the "Permit"), to allow Permittee the opportunity to use a portion of that certain sidewalk in the manner described in the Permit, Permittee does hereby agree to all of the following terms and conditions:

SECTION 1: Permittee agrees to and shall hold harmless, indemnify, and defend (with counsel acceptable to City) City and City's officers, employees, contractors, agents and representatives from and against any and all causes of action, claims, actions, demands, damages, losses, expenses, or liability, in law or equity, of any kind or nature whatsoever, including without limitation for injury or death to anyone or for any property damage, resulting from or related to any operation or activity undertaken pursuant to the Permit. The foregoing hold harmless and indemnity agreement shall apply in all cases regardless of whether there is any negligence or wrongdoing on the part of City, excepting only the sole and willful active misconduct of City, its officers, employees or agents.

Permittee also agrees that Permittee, its heirs, spouses, guardians, legal representatives, and assigns will not make a claim against, or sue, City of Marietta, its officers, agents or employees for injury, death or property damage arising from the negligence or other acts by the City of Marietta, its officers, agents or employees, or as a result of acts of third-parties, as a result of activities undertaken pursuant to the Permit.

Permittee hereby releases and discharges City of Marietta, its officers, agents and employees from all actions, claims or demands that Permittee, its heirs, guardians, legal representatives or assigns now have or may later have for injury, death or property damage resulting from activities undertaken pursuant to the Permit.

SECTION 2: Permittee agrees that it has acquired and shall maintain the policy(ies) of insurance required by Article 8-39-050 (A)(4.).

SECTION 3: Permittee agrees to and shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments, including without limitation the Permit, in any activity Permittee undertakes or causes to be undertaken under or pursuant to the Permit.

SECTION 4: In the event that suit shall be brought by either party under this Agreement, the parties agree that venue shall be exclusively vested in the courts of Cobb County, Georgia.

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

"CITY"  
CITY OF MARIETTA,

"PERMITTEE"

\_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_