

## Application for Outdoor (Sidewalk) Dining

**BEFORE SUBMITTING AN APPLICATION:**

- Review the Outdoor Dining Standards (attached document) for necessary design and locate regulations.

Please remit to:  
 LCG Permitting Counter  
 220 W. Willow Street (Bldg. B)  
 Lafayette, LA 70501  
 337-291-8431

**Required Attachments**

Before any permit shall be issued, the application must be accompanied the following. Please check or indicated N/A in each of the boxes.

	A certified copy of the certificate of incorporation or certificate of organization issued by the Louisiana Secretary of State if the applicant is incorporated or a limited liability company organized under the laws of the state of Louisiana. <ul style="list-style-type: none"> <li>- A certified copy of the certificate of registry if the applicant is a partnership.</li> <li>- A certified copy of the certificate of authority issued by the Louisiana Secretary of State if the applicant is a corporation incorporated, or a limited liability company organized, under the laws of a state other than Louisiana.</li> </ul>
	Certificate(s) showing the applicant is registered with the Louisiana Department of Revenue and local tax collection agencies if applicant is required to so register under Louisiana law.
	A certificate of occupancy issued by the planning administrator for the building from which it will be operated.
	A copy of the restaurant's alcoholic beverage license(s), if any.
	Design drawings and specifications for the outdoor dining area which must be approved by Lafayette Consolidated Government.
	Hold harmless agreement signifying that Lafayette Consolidated Government is not responsible for any damage to the outdoor dining area or its users. (See specifications below.)
	A copy of the applicant's general liability policy that covers the outdoor dining area and a current certificate of insurance.

# Application for Outdoor (Sidewalk) Dining

The applicant must notify the permitting authority of any changes to the information provided in this application within 10 business days.

1. Doing Business As: \_\_\_\_\_
2. Owner(s) name(s): \_\_\_\_\_ Tax ID: \_\_\_\_\_
3. If the applicant is a corporation, partnership, limited liability company, firm or other legal entity of any type other than a natural person, please list on a separate sheet, the full names and addresses of all officers, partners, members, principals and/or registered agents.
4. Location of business: \_\_\_\_\_
5. Mailing address: \_\_\_\_\_  
Street  
\_\_\_\_\_  
City State Zip
6. Permit Classification: (circle one)  
Full-Service Restaurant    Snack/Beverage Bar (non-alcoholic)    Bar/Lounge    Bar/Lounge w/ full service food
7. Operational days / hours: \_\_\_\_\_
8. Telephone numbers: Business (\_\_\_\_\_) \_\_\_\_\_ Home (\_\_\_\_\_) \_\_\_\_\_
9. Certificate of Occupancy number: \_\_\_\_\_
10. Application Review Fee: \_\_\_\_\_

Note: Upon approval, applicant will be responsible for an Outdoor Dining fee (\$1/square foot). Prorates are applied for this fee if permitted after January 1<sup>st</sup>. A permit renewal fee (\$1/square foot) is due each preceding year on January 1<sup>st</sup> and is not available for prorate.

The application fee of \$100 is NONREFUNDABLE, regardless of the Downtown Management Committee's approval or denial of the application.

By completion of this application, I agree to follow the requirements set forth in Article VII, 78-401 through 78-435.

\_\_\_\_\_  
Signature Title Date  
\*When the Downtown Management Committee meets to review your application, they may require additional information to complete this process.

# Outdoor (Sidewalk) Dining Standards

## For use by Outdoor (Sidewalk) Dining applicants

<b>Application Checklist</b>	<b>Conform</b>
- Application fee paid (\$100)	
- Permitting fee paid <ul style="list-style-type: none"> <li>o Outdoor Dining (\$1.00/sqft/yr or prorate)</li> <li>o Renewal (\$1/sqft/yr – no prorate)</li> </ul>	
- Documentation submitted	
o Application	
o Secretary of State Certification	
o Certificate of Occupancy	
o Alcohol License(s) (if applicable)	
o Proof of Tax Registration (if applicable)	
o Design Drawings (in accordance with Outdoor Dining checklist)	
- Insurance requirements met <ul style="list-style-type: none"> <li>o Hold Harmless Statement (signed and notarized)</li> <li>o General Liability Insurance Policy (covering permitted activity)</li> <li>o Certificate of Insurance</li> </ul>	
<b>(*) Comments:</b>	

<b>Outdoor Dining Checklist</b>	<b>Conform</b>
Outdoor dining activities must follow all associated regulations.	
- Sidewalk clearance must be maintained (5ft required, 7ft preferred).	
- Outdoor dining area is located immediately adjacent to the wall of the building or a planting area.	
- Building ingress and egress must remain unobstructed for clear, barrier-free pedestrian passage (consistent with fire safety regulations).	
- Additional seating provided within outdoor dining area must meet business’s current occupancy restrictions	
- No waste container shall be located on the street, sidewalk, or public place	
- All tables, chairs, and fixtures must be removed at closing each day, unless separated from pedestrian traffic by a semi-permanent structure and secured within that area. <ul style="list-style-type: none"> <li>o Exception: if permitted to a bar or lounge, tables chairs, and fixtures must be picked up regales of separated structure.</li> </ul>	
- All tables, chairs, and fixtures must be able to withstand outdoor weathering.	
<b>(*) Comments:</b>	

## Violation Review

Keep in mind certain actions are grounds for a written violation, fine, or even revocation of permit.

- Anchoring furniture or outdoor dining features into the sidewalk is strictly prohibited.
- Must not display, exhibit, sell, or offer for sale any food, beverages, goods, or wares in Downtown Lafayette without a permit. (Special events except.)
- Must place permit in a conspicuous location on or near the permitted activity.
- Must not violate any federal, state, or local law while engaged in permitted activity.
- Permit holder must comply with all state and local health/regulatory agencies (including food preparation and service, if applicable).
- Must not have any required business, building, zoning, alcohol, or health license suspended or revoked.
- Must not cause and public health or safety endangerment while engaging in permitted activity.
- Any glass bottles used within the outdoor dining area must remain in the outdoor dining area and disposed of within the restaurant/business it came from.
- Must keep the immediate area clean of all trash and litter associated with the permitted activity.
- No bar may be set up in the outdoor dining area.
- No bells, sirens, horns, bells, flashing lights, loudspeakers, etc. shall be used.
- Must use restaurant's trash receptacles for disposal - not city trash receptacles.
- No tables, chairs, or fixtures should be attached to public fixtures within or near the outdoor dining area.
- No painting sidewalk or altering public infrastructure in any way.
- Hours of operation shall not go past 7a-2p Monday-Saturday and 7a-12p on Sunday.
- LCG may require the temporary removal of an outdoor dining area when street, sidewalk, or utility repairs necessitate.
- Smoking shall be prohibited in and within 25 feet of all public entrances (5 feet for bars).
- Must meet all standards set in Chapter 78, Article VII of the Lafayette Code of Ordinances.

### Violation Procedure:

- First offense: written warning by Designated Permit Manager with opportunity to remedy the violation within reasonable time, not to exceed 30 days.
- Second Offense: Fine of \$250
- Third and Subsequent Offense: \$500 per day *and/or* revocation of permit

## INDEMNITY AGREEMENT

STATE OF LOUISIANA

PARISH OF LAFAYETTE

**BEFORE ME**, the undersigned authority personally came and appeared \_\_\_\_\_, permit holder, who being first duly sworn, did depose and state:

Permit holder has been issued a permit pursuant to Lafayette City-Parish Consolidated Government Code of Ordinances, Article VII, Section 78-401 through 78-435.

In connection with the permit and permitted activity, the permit holder agrees to and shall defend, indemnify and hold harmless the Lafayette City-Parish Consolidated Government (hereinafter "LCG"), its officers, agents, contractors and employees against any and all claims, allegations demands, suits, judgments, costs, attorney's fees or awards for personal injury or bodily injury, death, property damage and/or loss of any kind by

(a) LCG, its employees, agents, representatives, invitees and/or their contractors or subcontractors or their employees, invitees, agents or representatives; and

(b) permit holder, permit holder's employees, invitees, guests, agents, representatives and/or permit holder's contractors or subcontractors or their employees, invitees, agents or representatives; and

(c) any and all other third-parties, their employees, agents, invitees, guests, representatives and/or their contractors or subcontractors, or their employees, invitees, agents or representatives,

which arise out of, result from or are in any way connected with permit holder work, operations, acts, activities, or presence on the physical location of the permitted activity, and/or which arise out of, result from or are in any way connected with the acts, activities, or presence of a third party on the physical location of the permitted activity, and/or which arise out of, result from or are in any way connected with the acts, activities, or presence of any employee, invitee, guest, agent, representative, contractor or subcontractor of the permit holder on the physical location of the permitted activity, whether such claim, allegation, demand, suit, judgment or award arises out of, results from, or is any way connected with a pre-existing defect, negligence, alleged negligence, sole or concurrent negligence or alleged sole or concurrent negligence of LCG and/or permit holder, or the imposition of any fines, penalties, assessments or liens, which arises out of, results from or is any way connected with permit holder's work, operations, acts, activities or presence on the physical location of the permitted activity.

Further, permit holder assumes full responsibility for the condition of the premises of the permitted activity, and Lafayette City-Parish Consolidated Government shall have no responsibility for its condition and are not liable for injury and/or damage caused by any defect in the subject premises to permit holder or anyone on the subject premises.

Permit holder shall pay all such claims and shall immediately reimburse any and all attorney's fees incurred by the LCG and any other costs of defense, adjustment, and investigation incurred by LCG in connection with such claims and shall pay reasonable

attorney's fees and costs associated with the enforcement of this defense and indemnity agreement by LCG.

Permit holder shall, at his/her/its own expense, maintain in full force and effect a general liability insurance policy covering the permitted activity carried on under the terms of the permit and covering the premises on which the permitted activity occurs. Said insurance shall be on the form prescribed by the Risk Management Division of the Lafayette City-Parish Consolidated Government. Said insurance policy will include complete coverages for the hold harmless, defense and indemnity obligations stated in the previous paragraphs.

The permit holder shall name LCG as an additional insured (except for Workers' Compensation insurance) and provide that the permit holder and his/her/its insurers waive their right of subrogation against LCG.

\_\_\_\_\_

SWORN TO AND SUBSCRIBED before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, at \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC (Signature)

\_\_\_\_\_  
NOTARY PUBLIC (Printed Name)

\_\_\_\_\_  
NOTARY PUBLIC (Number)

Commission Expires: \_\_\_\_\_