

1121 N. Lake Park Blvd.  
Carolina Beach, NC 28428  
Phone (910) 458-2999  
Fax (910) 458-2997



Permit #: \_\_\_\_\_  
Date: \_\_\_\_\_

## TOWN OF CAROLINA BEACH SIDEWALK CAFE PERMIT

Eating and/or Drinking Establishment Name: \_\_\_\_\_

Eating and/or Drinking Establishment Address: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

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

Business Owner Address: \_\_\_\_\_

Business Owner Email/Telephone #: \_\_\_\_\_

After Hours/Emergency Contact Phone #: \_\_\_\_\_

Total Number of seats and tables of establishment: SEATS: \_\_\_\_\_ TABLES: \_\_\_\_\_

Number of seats and tables for sidewalk café: SEATS: \_\_\_\_\_ TABLES: \_\_\_\_\_

Food, Beverages and/or Food Products to be sold at establishment (Attach menu, if available) \_\_\_\_\_

Hours of Operation of Establishment: \_\_\_\_\_

Hours of Operation of Café: \_\_\_\_\_

### Required supplemental information to be included with each application:

1. Attach a site plan showing:
  - The section of sidewalk or boardwalk to be used for the activity.
  - The unobstructed area to remain for pedestrians.
  - Location of all items to be placed on the sidewalk.
2. \$1,000,000 general liability insurance policy naming the Town of Carolina Beach as additionally insured.
3. Signed indemnity agreement
4. Sworn Statement (Violation of any laws)
5. Copy of All permits and Licenses issued by the state or the town, including health and ABC permits
6. Payment Annually in accordance with Town Rates and Fee Schedule
7. Copy of Menu

**This permit MUST be renewed annually. Expires one year from date of issuance.**

**AGREEMENT TO RELEASE AND INDEMNIFY  
TOWN OF CAROLINA BEACH:  
OPERATION OF SIDEWALK CAFÉ AT**

\_\_\_\_\_  
**(Name and Address of Establishment)**

In consideration of the sum of \$1.00 and for other good and valuable considerations made by the Town of Carolina Beach, receipt of which is hereby acknowledged by

\_\_\_\_\_ (hereinafter referred to as "Applicant"), and in consideration of the issuance of the permit herein applied for, Applicant hereby agrees as follows:

To the fullest extent permitted by law, the Applicant shall release, indemnify, keep and save harmless the Town, its agents, officials and employees from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the Town or third persons, and to all property proximately caused by, incident to, resulting from, arising out of or occurring in connection with the Applicant's use or occupancy of the Town's sidewalks or pedestrian ways as may be permitted pursuant to this application (or by any person acting for the Applicant or for whom the Applicant is alleged to be in any way responsible), whether such claim is based in whole or in part on contract, tort (including alleged or active or passive negligence or participation in the wrong) or upon an alleged breach of any duty or obligation on the part of the Town, its agents, officials or employees.

The provisions of this agreement shall include any claims for equitable relief or for damages (compensatory or punitive) against the Town, its agents, officials and employees, including alleged injury to the business of any claimant, and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the Town, its agents, officials and employees, in connection with investigating any claim or defending any action, and shall also include reasonable attorney's fees by reason of the assertion of any such claim against the Town, its agents, officials or employees. The Applicant shall maintain during the life of the sidewalk café permit insurance covering the Applicant's liability assumed under this agreement. The Applicant expressly understands and agrees that any insurance protection required as a condition to the issuance of the permit herein applied for, or otherwise provided by the Applicant, shall in no way limit the Applicant's responsibility to release, indemnify, keep and save harmless and defend the Town as herein provided.

By executing this release and indemnity, Applicant expressly accepts those portions of the Town's sidewalks or pedestrian ways to be used in the operation of the sidewalk café in their present condition. Applicant agrees to undertake any repairs to said sidewalk that may be necessary for the safe operation of a sidewalk café. Applicant further agrees that it shall have no claim against the Town for failure to repair or maintain those portions of the sidewalk or pedestrian way used in the operation of the sidewalk café, or for any damages to the same by the Town, however caused.

The intention of the Applicant is that this release and indemnity be incorporated into any permit for the operation of a sidewalk café issued to it pursuant to Chapter 8, Article IX of the Carolina Beach Code and its application. It is further the intention of the Applicant that this release and indemnity be broadly construed and applied in favor of the Town.

This the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Name of Applicant)

\_\_\_\_\_  
(Notary Public)

(SEAL)

My commission expires: \_\_\_\_\_

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

SWORN STATEMENT

I, \_\_\_\_\_, being first duly sworn, did depose and say that:  
(Affiant)

I am the operator of the \_\_\_\_\_  
(Restaurant Name)

located at \_\_\_\_\_, Carolina Beach, NC and owned by  
(Address)

\_\_\_\_\_, whose address is \_\_\_\_\_  
(Name) (Address)

I have not violated any laws, regulations, and/or ordinances relating to the possession, sale, consumption or transportation of intoxicating beverages or controlled substances during the five (5) years immediately preceding the date of my permit application.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Affiant)

Sworn to and subscribed  
before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

(SEAL)

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