



**HISTORIC
FRANKLIN
TENNESSEE**

Outdoor Café Permit Application

NEW APPLICANT

ANNUAL RENEWAL

APPLICANT INFORMATION

Business Name: _____

Business Address: _____ Suite/Unit #: _____

Home Address: _____ Apt./Suite #: _____

City: _____ State: _____ Zip Code: _____

Office phone: _____ Cell Phone: _____ E-mail: _____

OWNER INFORMATION

Same as Applicant

Owner Name: _____

Owner Address: _____ Apt./Suite # _____

City: _____ State: _____ Zip Code: _____

Office Phone: _____ Cell Phone: _____ E-mail: _____

24-HOUR CONTACT INFORMATION

Same as Applicant

24-Hour Contact Name: _____

24-Hour Contact Address: _____ Apt./Suite # _____

City: _____ State: _____ Zip Code: _____

Office Phone: _____ Cell Phone: _____ E-mail: _____

Statement of how the sidewalk dining area will be supervised and maintained:

Required Documents

- Copy of City of Franklin Business License
- Copy of Certificate of Liability Insurance
- Diagram of the property indicating the layout and dimensions of the proposed location (Included in packet)
- Photographs, drawings, or manufacturer's brochures fully describing the appearance of all proposed café furniture or other objects related to the business
- Copies of any required beer permit or Tennessee Alcoholic Beverage Commission license, health permits, or other state permits for the business involved
- Certificate of Appropriateness issued by the City of Franklin Historic Preservation Planner (Required if property is located within the Historic Preservation Overlay)
- Indemnity Agreement (Included in packet)

- I have read and agree to comply with *Franklin Municipal Code Title 8, Chapter 3. – Outdoor Cafés*
- I have included all required documents listed in the Required Documents Checklist

Owner Signature: _____

Date: _____

When completed, please submit application and all required documents to the Building & Neighborhood Services department. Applications and required documents can be e-mailed to COFPermitApp@FranklinTN.gov for processing.

Note: A digital copy of the Municipal Code can be accessed at: <https://library.municode.com/tn/franklin/codes>



Provide below an original sketch to scale of the proposed café location showing the layout and dimensions of the existing public area and adjacent private property. Indicate locations of all furniture and objects that will be placed in the café area.

A large grid for drawing a sketch, consisting of 20 columns and 20 rows of small squares.



City of Franklin, Tennessee
Sidewalk Café, Outdoor Merchandise and Sandwich Board Display
Indemnity Agreement

The undersigned (“Merchant”) acknowledges that the following terms are a condition to his/her placement of an Outdoor Café (as governed by Title 8, Chapter 3 of the Franklin Municipal Code), Outdoor Merchandise, and/or Sandwich Board(s) (as governed by Title 16, Chapter 7 of the Franklin Municipal Code) on City of Franklin, Tennessee sidewalks, and hereby agrees that:

1. Merchant has read and agrees to abide fully by the terms of the Franklin Municipal Code, including, but not limited to the terms governing the placement of Outdoor Cafés, Outdoor Merchandise, and/or Sandwich Boards on City of Franklin sidewalks.
2. Merchant shall indemnify and hold harmless the City of Franklin, its mayor and aldermen, representatives, agents, servants and employees from and against any and all claims, actions, liabilities, losses, damages or suits (“Claims”) of any and all persons for judgments, losses, expenses, death, bodily injury, or damage to property which arises from or is a result of his/her placement of an Outdoor Café and/or Outdoor Merchandise and/or Sandwich Board(s) on City sidewalks, or any negligent act, error or omission whether such claims are based in whole or in part upon the negligence of the Merchant or the City of Franklin for any defect in equipment or any site condition.
3. In the event of any asserted Claim, the City shall provide Merchant reasonably timely written notice of same, and the Merchant shall at its own expense defend, protect and save harmless the City against said Claim or any loss or liability thereunder.
4. In the further event the Merchant shall fail to so defend and/or indemnify and save harmless, then the City shall have full rights to defend, pay or settle said claim on its behalf without notice to Merchant and with full rights to recourse against Merchant for all fees, costs and expenses and payments (including any attorney’s fees) made or agreed to be paid to discharge such Claim.

Merchant’s Printed Name

Date

Merchant’s Signature

Name and Location of Business