



City of Charleston  
**Renewal Application for:**  
**Outdoor Dining Area Permit**

Master Permit No. \_\_\_\_\_

Renewal Permit No. \_\_\_\_\_

Establishment Information	Property Information
Name of the Establishment:	Address:
Phone:	Tax Map and Parcel:
Name/Title and Preferred Mailing Address of applicant:	Property Owner and Mailing Address:
Manager Information, if Different than Applicant	Does the Property Owner Agree to this Use? <input type="checkbox"/> Yes <input type="checkbox"/> No

**IMPORTANT:** This application, and supporting documentation, must be typed or legibly printed and filed with the Planning Department in person or by mail to **915 Quarrier Street, Suite 1 Charleston, WV 25301.**

**The following supporting documentation must be submitted with this renewal:**

- An administrative fee of \$25 for a non-partitioned outdoor dining area, or \$500 for a partitioned outdoor dining area
- A copy of the your general liability insurance policy evidencing a minimum of \$1,000,000 coverage per each occurrence and naming as additional insured the City of Charleston, its agents, officers, directors and employees.

I hereby affirm that all of the statements and information contained in or filed with this application are true and correct to the best of my knowledge.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

By executing this form the business establishment represented above agrees to indemnify, defend and hold harmless the City, its officers, agents, and employees from and against any and all liability, claims, suits, damages, losses, costs, attorneys' fees and expenses of any or all types arising out of, or related in any way to, the use of the public right-of-way for operation of the permitted Outdoor Dining Area, which includes, but is not limited to use of any City sidewalk, roadway, alley or other City property or right-of-way which may be incident to the use or which may be used for ingress or egress to the permitted Outdoor Dining Area. It is expressly understood and agreed that the duty to defend and indemnify is triggered immediately upon the filing or making of any claim, including, but not limited to, claims that allege negligence or malfeasance on the part of the City of Charleston and/or any of its agents or employees, and does not require a finding of negligence or malfeasance on the part of the business establishment or its agents or employees.

<b>Planning Department Use Only</b>	
<i>Planning Official Signature and Title:</i>	<i>Date:</i>
<i>Action:</i> <input type="checkbox"/> <b>Approved</b> <input type="checkbox"/> <b>Denied</b>	
Permits are good for one calendar year. <b>Permit Expires:</b> _____	

Any Operator holding a valid permit for an Outdoor Dining Area that continues to utilize that Outdoor Dining Area beyond the expiration of a valid permit, shall be deemed to have re-applied for permission to use the same space for a succeeding permit term so long as said Operator pays the annual renewal permit fee, completes the renewal paperwork and complies with any other renewal requirements of the Planning Department, within thirty (30) days of the commencement of the succeeding permit term. If the Operator fails to timely meet all renewal requirements as set forth herein, then the Operator's permit shall be deemed to have expired and a new Application for Outdoor Dining must be submitted and approved prior to further operation of an Outdoor Dining Area.