

Application for Nonmotorized Vehicle / Pedicab Permit

City of Tampa
Mobility Department
Right-of-Way Permitting Section
306 E Jackson St, 4E
Tampa, FL 33602
(813) 274-3104



Please complete, assemble, and submit a PDF file of your application online, with all supporting documentation at:

<https://www.tampa.gov/tss-transportation/programs-and-services/right-way-permits>

REQUIRED DOCUMENTS

THE FOLLOWING DOCUMENTS MUST BE ATTACHED TO THIS APPLICATION TO BE CONSIDERED COMPLETE AND READY FOR REVIEW:

Description: Including photos of Nonmotorized Vehicles, including the kind, make, model, width, # of wheels, maximum passenger seating capacity, etc.

Provide route map of the requested service area(s) indicating the location(s) of the loading/unloading zone(s).

Reserved On Street Parking Spaces/Area for Queuing: If using metered On Street Parking Spaces, must provide the space(s)/ Parking Placard number(s). If using unmetered or unmarked parking area, must provide dimensions of the parking area.

Storage Permission from Parking Property Owner: Permission must be written on letter-head stationary and indicate the days and times and number of spaces that parking will be available for Permittee's use. Letter must include intention to notify City at least 15 days in advance of property owner's intention to terminate agreement with Permittee.

Hold Harmless, Maintenance and Indemnification Agreement: The Hold Harmless, Maintenance and Indemnification Agreement must be signed, witnessed and notarized.

Executed Certification of Insurance (on ACORD form). ***See example COI on page 9, for correct minimum coverage amounts and notes that are REQUIRED.***

Certificate of soundness of each animal that will be pulling a permitted vehicle.

Business Tax Receipt: A copy of your City of Tampa Business Tax Receipt must be included with your application package for the primary loading/unloading location/staging area.

ACKNOWLEDGEMENTS

Nonmotorized company will adhere to all state and local laws regarding use of public right-of-way including but not limited to blocking traffic and parking in front of residences or public or private driveways. Operators shall obey all traffic signs, traffic signals and other traffic control devices.

Unless a bike lane is specifically designated otherwise, a pedicab operator traveling in a bike lane may not travel in the opposite direction of traffic.

Fees: **ALL** Right of Way Permit fees to be paid online through City's Online Permitting System (web address above).

Parking Receipt may be required: Once Conditional Placard is issued and prior to Permit issuance, applicant must upload the parking receipt into documents/attachments in Accela. To apply and pay for rental of parking space(s)/ parking area impacted by the Nonmotorized Vehicle operation, use the following link: <https://www.tampa.gov/parking/on-street-parking-rentals> On-street space rentals require 72 hr. (3 business day) notice & needs the following info: Date(s), Proposed Use, Street name(s) & Parking Placard #s. Parking Admin staff will email you when your rental bags are ready and payment may be made online or in-office. For questions call 813.274.8179.

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Safety:

Must have a front white headlight illuminating 500 feet. (Pedicab ONLY)
Must have flashing taillights on rear. (Pedicab ONLY)
Must have slow moving vehicle (reflective orange triangle bordered with red) sign.
Tires must have sufficient tread to maintain traction on inflation to proper limits.
All spokes must be tight, and none may be missing or broken.
Floorboards must have non-skid contact surfaces.
Nonmotorized Vehicles shall be clean and sanitary for the safety of passengers.
Every Pedicab shall be equipped with a brake or brakes which will enable its rider to stop the bicycle within 25 feet from a speed of 10 miles per hour on dry, level, clean pavement. (Pedicab ONLY)

Passengers:

Pedicabs will not operate with more passengers that they have seats. (Pedicab ONLY)
Children under two years of age will be held in the arms of an adult passenger.
Children over two years of age will sit on the seat not in the lap of another passenger.

Operator:

Must be 18 years of age.
Must possess a valid Florida state issued driver's license.

Uniforms:

Operators will wear a shirt, jacket, or sweater, displaying the company logo on their outer layer of clothing.
The logo must be of a reflective material.

Permits:

At all times operators will display their City of Tampa issued Right of Way permit on their Nonmotorized Vehicle.
Failure to comply with this display provision is a Class IV violation.

ADA Requirements:

No blocking of public sidewalks, ramps, crosswalks, rights of way, or private property.

Fares and Fees:

Fares must be clearly posted on the exterior of the Nonmotorized Vehicle(s) & must be clearly visible to the prospective passengers.
Ride sharing is permitted. (Pedicab ONLY)

Violations:

Operators will be fined \$450 for each and every offense.

Inspection:

Each Nonmotorized Vehicle must be inspected by Tampa Police Dept, Bike Unit, prior to permit issuance. (Pedicab ONLY)

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NEW

RENEWAL

REPLACEMENT

Chapter 25, City of Tampa Code Stipulates a permit shall be obtained before any Nonmotorized Vehicle is permitted to operate within the City limits of Tampa. The permit shall be valid for one (1) year from the date of issue. Fee for replacement of lost permit will be ten dollars (\$10.00).

Application Date: _____

TOTAL # OF PERMITS REQUESTED: _____

(\$300.00 for one Nonmotorized Vehicle and \$100.00
for each additional Nonmotorized Vehicle)

APPLICANT	
TRADE NAME	
BUSINESS LOCATION	
BUSINESS MAILING ADDRESS	

1. Below, please state two (2) business references:

BUSINESS NAME	CONTACT NAME	ADDRESS	EMAIL

2. Please complete the following information for all corporate officers, directors, major stockholders and/or partners.

NAME		NAME	
POSITION		POSITION	
EMAIL		EMAIL	
OCCUPATION		OCCUPATION	

3. **DATE OF INCORPORATION:** _____

PLACE OF INCORPORATION: _____

Is the Corporation qualified to do business in the State of Florida? YES NO

4. Please furnish the names and addresses of any parent or subsidiary companies:

PARENT COMPANY	CONTACT NAME	ADDRESS	TELEPHONE #
SUBSIDIARY COMPANY	CONTACT NAME	ADDRESS	TELEPHONE #

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5. Please fill out or attached the following information/documents to show compliance with the terms and conditions specified in 25-61 of the City Code:

a. General vicinity of the requested service area(s): (Circle all that apply)

YBOR Downtown Hyde Park Other: _____

b. Days and hours of Operation:

DAYTIME HOURS (IF APPLICABLE)			EVENING HOURS (IF APPLICABLE)		
	FROM	TO		FROM	TO
MONDAY			MONDAY		
TUESDAY			TUESDAY		
WEDNESDAY			WEDNESDAY		
THURSDAY			THURSDAY		
FRIDAY			FRIDAY		
SATURDAY			SATURDAY		
SUNDAY			SUNDAY		

c. Description, including photos of Nonmotorized Vehicles, including the kind, make, model, # of wheels, maximum passenger seating capacity, etc.: _____

d. Number of Nonmotorized Vehicles to be operated (solely by human power): _____

e. Number of Nonmotorized Vehicles to be operated (electric assist): _____

f. Type of animal/beast of burden to be used, if applicable: _____

g. Nonmotorized Vehicle storage location(s): _____

h. Location for sheltering or stabling the horses/beast of burden, if applicable: _____

i. Certificate of soundness of each animal that will be pulling a permitted vehicle.

j. Description, including maps of the proposed route(s) and/or City Pre-Approved route map(s).

k. Location of passenger loading/unloading station(s): _____

l. Written permission from property owner or agent on business letterhead allowing property to be used for passenger loading/unloading station for specified days and times.

m. The name and address of every driver to be operating any Nonmotorized Vehicle: _____

n. Certificate of insurance.

o. TPD Inspection Certificate for each Pedicab.

p. Statement acknowledging the applicant's familiarity with the Nonmotorized Vehicle Ordinance (See 25-61) and the applicant's intent to abide by the same.

Return to:
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Parcel Folio #:
Address:

HOLD HARMLESS, MAINTENANCE AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT is made as of this _____ day of _____, 20____, by _____ with an address of _____ (hereinafter referred to as "**APPLICANT**"), in favor of the City of Tampa, 315 E. Kennedy Blvd., Tampa, Florida 33602 (hereinafter referred to as "**CITY**").

W I T N E S S E T H:

WHEREAS, the APPLICANT has applied to the City for a **Nonmotorized Vehicle** permit in accordance with a permit application submitted to the CITY which permit application is incorporated herein by this reference ("**Proposed Permit**"); and

WHEREAS, the Proposed Permit includes activities and/or installation of improvements in or on public right-of-way, including, without limitation, _____; and

WHEREAS, the CITY is willing to issue the Proposed Permit for such activities and/or installations in the public right-of-way provided that the APPLICANT agrees to maintain the improvements, waive any liability that the CITY may have and to indemnify and hold the CITY harmless from any liability that may arise as a result of issuing a permit for such activity and/or installation in or on public right-of-way.

NOW, THEREFORE, in consideration of the recitals set forth above, which are incorporated into the body of this Agreement by reference, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the APPLICANT hereby agrees as follows:

1. The APPLICANT hereby waives, relinquishes, absolves, and discharges the CITY from any and all liability, damages, costs and expenses of any nature whatsoever resulting directly or indirectly from the issuance of a permit by the CITY for the above described activity and/or installation on public right-of-way, including, without limitation any injuries or damages that APPLICANT and the employees, contractors, subcontractors, invitees and guests of the APPLICANT may suffer or incur in connection with the issuance of the above described permit by the CITY.
2. The APPLICANT shall defend, hold harmless, and indemnify the CITY from and against any and all liability, losses, claims, damages, costs, attorney(s) fees (at trial or on appeal) and expenses of whatever kind or nature which the CITY may sustain, suffer or incur, or be required to pay due to damages or losses suffered by any person, including without limitation, the employees, contractors, subcontractors, invitees and guests of the APPLICANT arising out of the issuance of the above described permit or in connection with the use of the public right-of-way by the APPLICANT as a result of the issuance of said permit.
3. IT IS UNDERSTOOD AND AGREED that this hold harmless and release of claims is intended to cover ALL CLAIMS, KNOWN OR UNKNOWN, including claims for both PERSONAL INJURIES and PROPERTY DAMAGE. This hold harmless and release of claims is further intended to release from all actions, arising either directly or indirectly out of the issuance of the above described permit or in connection with the use of the public right-of-way by the APPLICANT as a result of the issuance of said permit, as now appearing or as may appear at any time in the future, including but not limited to personal injury and/or property damage.

4. The APPLICANT shall provide the CITY with evidence of a commercial general liability insurance policy covering bodily injury, death and property damage with a limit of not less than \$1,000,000.00 for each occurrence and a \$2,000,000.00 annual aggregate in connection with the above described activity, installation, maintenance, and use of the above described structure in the public right-of-way. Such insurance policy shall be issued by a company authorized to conduct business and to provide insurance in the State of Florida and which is acceptable to the City of Tampa. The insurance policy shall also provide: (a) that the City of Tampa is named as an additional insured; (b) for severability of interest; and (c) thirty (30) days prior written notice from the insurance company to the City of Tampa of any proposed termination, cancellation or material change in the insurance coverage or limits. The insurance coverage required herein shall be primary to any insurance carried by the City of Tampa or any self-insurance of the City of Tampa. The insurance coverage and limits required herein shall be evidenced by a properly executed certificate of insurance on a form or on forms furnished or required by the City of Tampa. The Applicant or its successor in interest shall maintain said insurance and provide the City of Tampa with evidence thereof as a condition precedent to the erection of the above described structure in the public right-of-way and thereafter for so long as the structure continues to exist. This policy must not exclude explosion and collapse coverage.
5. All Contractors, and its subcontractors of every tier, are required to secure and maintain Workers Compensation Insurance as required by statute throughout the installation of the above described structure in the public right of way.
6. The APPLICANT shall repair any damage caused to the public right-of-way arising from the APPLICANT's use of the public right-of-way pursuant to the permit.
7. The APPLICANT shall have a continuing duty and obligation to maintain the improvements in good repair. In the event the improvements are not maintained in good repair, the City shall provide notice thereof to the property owner whom shall then take prompt necessary action to affect repairs. In the event APPLICANT or successor fails to promptly repair, or in the event the conditions of the improvements are a danger to public safety, then the City shall affect repairs at the cost of the APPLICANT or successor in interest.
8. The APPLICANT agrees that should the CITY, acting through its designated Official, determine that the subject right of way is needed for right of way purposes the above described structure will be removed at the expense of the APPLICANT's or its successor in interest.
9. This AGREEMENT shall constitute a covenant running with the land and be binding on all successors and assigns in title to the property receiving benefit of the permitted activity.

IN WITNESS WHEREOF, the APPLICANT has executed this Agreement as of the date set forth above.

WITNESSES:

Name: _____
(Print/Type Name)

Name: _____
(Print/Type Name)

APPLICANT:

(Name of Applicant if an organization)

Name: _____
(Print/Type Name)

Title: _____
(if applicable)

STATE OF FLORIDA:
COUNTY OF HILLSBOROUGH:

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 20____, by
_____ of _____ who is
_____ personally known to me or
_____ who provided identification.

(AFFIX NOTARY SEAL OR STAMP)

Name: _____
(Print or Type Name)
Notary Public, State of Florida
Serial No. _____
My Commission Expires: _____

APPROVED AS TO FORM:
Julie Hardy
Assistant City Attorney

THIS IS A FORM DOCUMENT THAT MAY BE COPIED OR REPRODUCED WITHOUT PRIOR APPROVAL FROM THE CITY OF TAMPA, PROVIDED, HOWEVER, THAT ANY REPRODUCTION IS LIMITED TO COPYING OR MODIFICATION OF THE FONT SIZE, STYLE, OR FORMAT OF THE DOCUMENT. ANY MODIFICATION TO THE SUBSTANTIVE LANGUAGE AND PROVISIONS HEREIN ALTERING, LIMITING OR OTHERWISE AFFECTING THE INTENT OF THIS INSTRUMENT TO COMPLETELY ABSOLVE THE CITY OF TAMPA FROM LIABILITY FOR DAMAGES OR INJURIES TO PERSON OR PROPERTY ARISING DIRECTLY OR INDIRECTLY FROM ACTIVITY CONDUCTED PURSUANT TO ISSUANCE OF THE PERMIT, OR ACTIVITIES CONDUCTED IN VIOLATION OF CONDITIONS OF THE PERMIT, SHALL BE PROHIBITED. **IF YOU DO NOT UNDERSTAND ANY TERM OR CONDITION OF THIS DOCUMENT, PLEASE SEEK CONSULTATION WITH A LAWYER.**

EXAMPLE COI

ACORD TM		CERTIFICATE OF LIABILITY INSURANCE			August 1, 2008		
PRODUCER ABC Insurance Agency 1234 Insurance Street Tampa, FL 33602 555-555-1212			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
			COMPANIES AFFORDING COVERAGE				
INSURED ABC Contractor 9873 Contractor Street Tampa, FL 33606			COMPANY A	A.M. Best B+ VII or Better Insurance Carrier			
			COMPANY B	A.M. Best B+ VII or Better Insurance Carrier			
			COMPANY C	A.M. Best B+ VII or Better Insurance Carrier			
			COMPANY D	A.M. Best B+ VII or Better Insurance Carrier			
COVERAGES							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENTS, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY		123456789	01/01/08	01/01/09	GENERAL AGGREGATE	\$ 2,000,000
	☒	COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$ 1,000,000
	☐	CLAIMS MADE ☒ OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000
	OWNER'S & CONTRACTORS PROT					EACH OCCURRENCE	\$ 1,000,000
	☒	Per Project Agg.				FIRE DAMAGE (Any one Fire)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT	
	ANY AUTO					BODILY INJURY (Per Person)	
	ALL OWNED AUTOS					BODILY INJURY (Per Accident)	
	SCHEDULED AUTOS					PROPERTY DAMAGE	
	HIRED AUTOS						
	NON-OWNED AUTOS						
	GARAGE LIABILITY					AUTO ONLY-EA ACCIDENT	
	ANY AUTO					OTHER THAN AUTO ONLY:	
						EACH ACCIDENT	
						AGGREGATE	
	EXCESS LIABILITY					EACH OCCURRENCE	
	UMBRELLA FORM					AGGREGATE	
	OTHER THAN UMBRELLA FORM					Retention:	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					☒ STATUTORY LIMITS ☐ OTHER	
						EL EACH ACCIDENT	
	THE PROPRIETER/PARTNERS/EXECUTIVE OFFICERS ARE:					EL DISEASE-POLICY LIMIT	
	☐ INCL ☐ EXCL					EL DISEASE-EA EMPLOYEE	
The City of Tampa is named as an Additional Insured as respect to the General Liability insurance coverages as required by written contract.							
CERTIFICATE HOLDER				CANCELLATION			
City of Tampa Mobility Department 306 E Jackson St, 4E Tampa, FL 33602				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE COMPANY, IT'S AGENTS OR REPRESENTATIVES.			
							AUTHORIZED REPRESENTATIVE
				JOSEPH SAMPLE Signature			
				© ACORD CORPORATION 1988			