



For Office Use Only

Application No. _____ Submittal Date: _____

Approved by: _____ Approval Date: _____

APPLICATION FOR TEMPORARY OUTDOOR SEATING PERMIT

This **Temporary Outdoor Seating Permit** application is for any restaurant, which has a current certificate of occupancy and active business tax license, that wishes to temporarily establish or expand their existing outdoor seating area in order to maintain the maximum capacity limitations and social distancing requirements set forth in applicable Broward County Emergency Orders (including but not limited to EO 20-10) and Governor Executive Orders (including but not limited to EO 20-112 and EO 12-123), as they may be amended or superseded (collectively, the "Orders"). Upon review of a complete application, city staff will inform the applicant if their permit application is approved.

PLEASE COMPLETE THE APPLICATION IN FULL AND PROVIDE SIGNED COPIES OF THE ITEMS BELOW TO WEB.PLANNING@DEERFIELD-BEACH.COM.

INFORMATION:

Business Name (Print): _____

Business Address: _____

Business Owner: _____

Business Owner Contact Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Email:** _____

Days and Hours of Operation: _____

Outdoor Seating In accordance with the requirements of the applicable Orders	
Current Total Seats (Indoor / Outdoor)	Proposed New Outdoor Seats
/	

CONTACT INFORMATION:

Name (Print): _____

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Email:** _____

REQUIRED ATTACHMENTS

- A copy of the active City of Deerfield Beach Business Tax Receipt**
- A copy of the current Certificate of Use for the business**
- Proof of Ownership** from the property owner. If the owner cannot be verified through the Broward County Tax Roll, a copy of either the recorded warranty deed, valid purchase contract, or a signed and notarized letter from the owner of record must be submitted with this application.
- Agent Authorization Letter** (if applicable) authorizing the applicant/agent to act on all property owners' behalf.
- Landlord/Property Owner Authorization** for additional outdoor seating. (Email correspondence is acceptable)

Application for Temporary Outdoor Seating Permit

- Site Plan** correctly proportioned drawing (handwritten is acceptable) showing the location of the new outdoor seating area, ensuring that all applicable requirements in the applicable Orders are met (see acknowledgment agreement below).
- Photographs** (a minimum of 2 from different sides) showing the existing conditions of the property where the outdoor seating is proposed.
- Temporary Outdoor Seating Permit Agreement** signed and completed in full.

ACKNOWLEDGEMENT AGREEMENT

I acknowledge that, if approved, the temporary outdoor seating for my business will comply with the terms and conditions of the Temporary Outdoor Seating Permit Agreement attached and the regulations set forth below:

1. That a minimum access clearance of three feet to the entrance/exit of the restaurant and a minimum of three feet to the access of the public right-of-way or sidewalk space is maintained at all times.
2. That any proposed seating does not block or hinder the ability of an adjacent tenant to maintain a minimum access clearance of three feet to the entrance/exit to the adjacent tenant’s door or their public right-of-way or sidewalk path.
3. That any proposed outdoor seating which is in a parking space or other vehicle access way is properly barricaded and that the proposed type of barricade is identified and shown on the submitted drawing. (examples: flower pots, cones, A-frame signs/menu board).
4. That if tents are proposed, I have indicated their proper size in my application and understand that they cannot interfere with the access and clearance requirements herein. (Note that tents which are 10 x 10 or less do not require a separate permit).
5. That a minimum six-foot distance is maintained between all tables, individual diners and/or groups.
6. All tables or other grouping of seats shall be limited to a maximum of 10 chairs, and no groups larger than 10 persons shall be seated. Establishments shall not create groups greater than 10.
7. No fire lanes shall be blocked.
8. No ADA access ramps or accessible parking spaces shall be blocked or hindered.
9. Temporary outdoor bars are prohibited.
10. The temporary outdoor seating will be in compliance with the laws and guidelines set forth in all applicable State and Local Executive and Emergency Orders.

In addition to the above, I understand that the outdoor seating established or expanded pursuant to this permit is temporary and a temporary permit is subject to revocation by the City. I understand that Staff has the right to visit the property at all reasonable times to ensure that the information provided is accurate and that the business is operating in compliance with applicable regulations. I further understand that any establishment or expansion of outdoor seating that has not been approved by the City or is in violation of the application requirements or requirements provided in applicable the applicable Orders will result in the immediate revocation of the temporary outdoor seating permit.

Name (Print): _____

Signature: _____

Date: _____



Temporary Outdoor Seating Permit Agreement

This Temporary Outdoor Seating Permit Agreement (“Agreement”) is made this _____ day of _____ by and between _____ (“Permittee”), and the City of Deerfield Beach, Florida, (“City”).

1. **Term.** This Agreement shall become effective upon execution by both parties and shall remain in effect through the duration of the declared State of Local Emergency, unless earlier terminated by either party or revoked by the City Manager.
2. **Permit.** The City hereby permits Permittee to utilize outdoor seating, as reflected in the approved Application for Temporary Outdoor Seating No. _____ (the “Permit Application”), attached hereto and incorporated herein by reference, for the Term set forth above, in accordance with the conditions set forth in the Permit Application and in applicable Broward County Emergency Orders (including but not limited to EO 20-10 and EO 20-12) and Governor Executive Orders (including but not limited to EO 20-112, EO 20-122, and EO 20-123), (collectively, the “Orders”) as they may be amended or superseded (the “Permit”).
3. **Indemnification.** In consideration for the City issuing the Permit to Permittee, Permittee agrees to indemnify and hold the City harmless from any and all claims, suits, actions, damages or causes of action arising as a result of this Permit or the condition of the premises on which the Permittee’s activities are held, for any personal injury or loss of life, or damage to or loss of property, and from and against any orders, judgments, or decrees which may be entered thereon, and from and against any costs and attorneys’ fees incurred in and about the defense of any such claims, and the investigation thereof.
4. **Insurance.** Permittee shall provide comprehensive general liability insurance in a minimum amount of one million dollars. The City reserves the right to require increased insurance limits, as the circumstances may require. Proof of such insurance, naming the City and the Broward Sheriff’s Office as an additional insured, shall be delivered to the City prior to, and as a condition of, the issuance and effectiveness of the Permit.
5. **Compliance with Laws, Rules, and Regulations.** Permittee agrees to comply with all applicable laws and Orders, including but not limited to Broward County Emergency Orders 20-10 and 20-12, and Governor Executive Order 20-112, 20-122, and 20-123, as may be amended or superseded, and applicable CDC social distancing guidelines. Permittee also agrees to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.
6. **Revocation/Termination.** Permittee acknowledges and understands that this Permit is limited to the conditions set forth herein and set forth in the Permit Application and revocable by the City at any time. The City reserves the right to modify the scope of the Permit at any time upon notice to the Permittee. In the event of emergency circumstances or in the event the City finds that a threat to the public health or safety is involved, this Permit may be revoked and terminated by the City verbally, effective



immediately, followed by prompt written confirmation. Permittee may terminate this Permit upon written notice to the City at WEB.PLANNING@DEERFIELD-BEACH.COM.

7. **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties agree that venue for any legal action instituted in connection with this Agreement shall be proper exclusively in Broward County, Florida, in a court of competent jurisdiction. THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THIS AGREEMENT.
8. **No Assignment.** Neither this Permit nor this Agreement is assignable by Permittee without the City's express written approval, which may be withheld for any reason.

IN WITNESS WHEREOF, the parties have hereto set their hands, on the day and year as set forth herein.

PERMITTEE

By: _____

Print: _____

Date: _____