



# City of Parkland

## Planning and Zoning Department

6600 University Drive, Parkland, FL 33067 Phone (954) 753-5040 Fax (954) 341-5161

### STAFF USE ONLY

Intake Date: \_\_\_\_\_

By: \_\_\_\_\_

Fee Paid: \_\_\_\_\_

Receipt: \_\_\_\_\_

Petition #: \_\_\_\_\_

## SIDEWALK CAFÉ PERMIT APPLICATION

Application Date: \_\_\_\_\_

Business Permit Applied For: \_\_\_\_\_

Business Address/Name of Shopping Center: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_

Applicant's Address and Phone Number: \_\_\_\_\_

Applicant's E-Mail Address: \_\_\_\_\_

Owner's Name (If different than applicant): \_\_\_\_\_

Owner's Address (If different than applicant): \_\_\_\_\_

Applicant's Signature: \_\_\_\_\_

Owners Signature (If different than applicant): \_\_\_\_\_

Number of Indoor Tables \_\_\_\_\_ Number of Indoor Seats \_\_\_\_\_ Number of Umbrellas \_\_\_\_\_  
Number of Outdoor Tables \_\_\_\_\_ Number of Outdoor Seats \_\_\_\_\_ Umbrella Color \_\_\_\_\_

### REQUIRED INFORMATION TO BE PROVIDED

1. A copy of a valid city Business Tax Receipt formerly known as an occupational license.
2. Applicant shall pay the filing fee amount of seventy dollars (\$70).
3. A sketch plan of the area between the store front and vehicular travel and/or parking surface, drawn to a minimum scale of one (1) inch equals ten (10) feet which shows (as appropriate):
  - a. The store front and all openings (doors, windows);
  - b. The location of curb, sidewalk, and any utility poles, fire hydrants, landscaping, or other items, within the right-of-way and private property, between the curb and the store front;
  - c. The location of any of the above items which are within six (6) feet of the ends of the proposed use area; and the location of parking spaces (or use of the street) adjacent to the proposed use area;
  - d. Clear delineation of the boundary between private property and the right-of-way;
  - e. Delineation of "clear pathways" and "clear distances" as required by this article.
  - f. Proposed location of tables and chairs and any other objects;
  - g. Photographs and/or manufacturer brochures depicting the chairs, tables, umbrellas and other objects including, but not limited to, lighting to be used in the proposed sidewalk cafe area.
4. A signed hold harmless form (page 2 of the application) indemnifying the city, its officers and employees from any claims for damages to property or injury to persons.
5. Insurance Certificate showing the City of Parkland and its officers and employees as additional insureds. Such insurance shall provide coverage of not less than one million dollars (\$1,000,000) for bodily injury, and property damage respectively, per occurrence.

## GENERAL COVENANT NOT TO SUE AND HOLD HARMLESS

Covenant not to sue executed and to hold harmless on \_\_\_\_\_ by \_\_\_\_\_ of \_\_\_\_\_ here referred to as covenantor, to the City of Parkland, its officers and employees, located at 6600 University Drive, Parkland, FL 33067, here referred to as covenantee.

In consideration of the Sidewalk Café Permit issued to covenantor by covenantee, the receipt of which is acknowledged, covenantor covenants as follows:

### SECTION ONE

#### COVENANT NOT TO SUE

As a condition of the permit, Covenantor assumes all risks in the operation of the Sidewalk Café and in all actions related to the permit being issued. Covenantor will never institute any action or suit at law or in equity against covenantee, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of any claim for damages to property or injury to person which may be occasioned by any activity carried out under the terms of the Sidewalk Café Permit. This shall be interpreted liberally in favor of the City and is not meant to waive any sovereign immunity.

### SECTION TWO

#### BINDING EFFECT OF COVENANT

This covenant shall inure to benefit of covenantee. It shall bind covenantor, his officers and employees.

### SECTION THREE

#### ENTIRETY CLAUSE

This instrument reflects the entire covenant between covenantor and covenantee, and no statements, promises or inducements made by covenantor that are not contained in this covenant not to sue shall be valid or binding.

### SECTION FOUR

#### COVENANT UNDERSTOOD BY COVENANTOR

Covenantor has carefully read the foregoing covenant not to sue and to hold harmless and know and understands the content thereof.

In witness whereof, covenantor has executed this covenant at \_\_\_\_\_ this day and year first above written.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*(Attach statement of attorney, if desired.)*

9/10/2012