

TEMPORARY Outdoor Dining Permit Application



Department of Planning and Zoning TEMPORARY Outdoor Dining Permit Application

RESTAURANT/COMPANY NAME: _____

DBA: _____

ADDRESS: _____

CITY: DORAL ZIP: _____

MAILING ADDRESS: _____

CITY: _____ ZIP: _____

EMAIL ADDRESS: _____

TELEPHONE: _____

OWNER'S NAME: _____

SIGNATURE OF OWNER/COMPANY AUTHORIZED SIGNATURE: _____

PRINT NAME/TITLE: _____

HOURS OF OPERATION: Monday: _____
Tuesday: _____
Wednesday: _____
Thursday: _____
Friday: _____
Saturday: _____
Sunday: _____

WILL ALCOHOLIC BEVERAGES BE SERVED: YES NO

*if yes separate permit from state is required

NUMBER OF SEATS: _____ NUMBER OF TABLES: _____

TOTAL NUMBER OF SQUARE FEET: _____

OWNER SIGNATURE: _____ DATE: _____

***TENTS SHALL BE SPACED A MINIMUM OF 10 FEET FROM EACH OTHER**

***TENTS GREATER THAN 10' BY 12' SHALL REQUIRE A BUILDING PERMIT IN ACCORDANCE WITH THE FLORIDA BUILDING CODE.**

REQUIRED DOCUMENTS

1. _____ VALID CERTIFICATE OF USE AND BUSINESS TAX RECEIPT
2. _____ HOLD HARMLESS AGREEMENT (See sample provided)
3. _____ BASIC SITE PLAN SKETCH OF LOCATION AND DISTANCING REQUIREMENTS

The following are required but do not need to be provided at time application. Instead, they must be available and must be furnished upon inspection by City of Doral representative.

4. _____ PROOF OF INSURANCE INCLUDING LIABILITY (CERTIFIED)
5. _____ WRITTEN APPROVAL PROVIDED BY PROPERTY OWNER
6. _____ VALID LIQUOR LICENSE (IF APPLICABLE)

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ALL DETAILS BELOW MUST BE FOLLOWED

1. Sidewalk dining and sidewalk dining elements shall not interfere with or obstruct any areas required for accessibility for disabled persons, whether patrons or employees.
2. Restaurants may utilize up to 2,000 sq. ft. outdoor space, provided the combined indoor and outdoor seating capacity does not exceed 100% of its legally permitted capacity listed on their Certificate of Use.
3. The outdoor dining area shall be restricted to the sidewalk frontage of the building. Restaurants shall provide a four-foot clear pedestrian passage between the dining area and the edge of the pavement or another row of tables and chairs. If the outdoor dining area is proposed in a paved public space not within the sidewalk frontage, approval from the property owner is required.
4. Restaurants may serve alcoholic beverages in the outdoor dining area provided the restaurant complies with all applicable city, county, and/or state law.
5. No amplified music, whether live or recorded, shall be permitted within sidewalk dining areas. No speakers, microphones, televisions or other audio or video devices shall be permitted within sidewalk dining areas.
6. All kitchen equipment and refuse containers used to service the outdoor dining area shall be located inside the primary restaurant.
7. Upon the issuance of a hurricane warning, all outdoor furniture shall be removed from the outdoor dining area.
8. The restaurant owner or operator shall be responsible for maintaining the outdoor dining area in a clean, neat, orderly, and safe condition. All debris and litter shall be removed daily.
9. The restaurant owner or operator shall indemnify, defend, and hold harmless the City against any and all claims or suits for damages or injury arising from permittee's or the permittee's agents', employees', vendors', and/or patrons' use of the ROW or the sidewalk dining area or from any activity, work, or act done, permitted, or suffered by permittee in or about the sidewalk dining area, and shall further indemnify, defend, and hold harmless the City against and from any and all claims or suits arising from any breach or default of any performance of any obligation of permittee under this Ordinance or the outdoor seating permit, and against and from all costs, attorneys' fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.
10. In the event that the City police, planning and zoning, public works or code enforcement departments determine that the location of an encroachment, including but not limited to sidewalk dining elements, constitutes an immediate physical danger to life, safety or health, the encroachment may be removed immediately without prior notice.
11. The permit is for a permissive use only and the issuing of the permit shall not operate to create or vest any property rights in the permittee.

Signing below shows you agree with the above requirements

Print: _____

Signature: _____

Date: _____

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HOLD HARMLESS AGREEMENT

I, _____, (name of property owner) representing _____ (company name) agree to indemnify and hold the City of Doral harmless and waive all claims against the City of Doral for any loss, damage, or injury of any kind or character whatsoever, sustained by any party whatsoever in connection with _____ (tenant name) operating an outdoor dining located on _____ (tenant address).

I HAVE CAREFULLY READ THE FOREGOING HOLD HARMLESS AGREEMENT AND KNOW THE CONTENTS THEREOF AND HAVE SIGNED THIS DOCUMENT AS MY OWN FREE ACT.

I expressly agree that this Hold Harmless is intended to be as broad and as inclusive as permitted by the laws of the State of Florida, and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding, continue in full force and effect.

Signature of Property Owner

Signature of Tenant