



DEVELOPMENT SERVICES SUPPORT SERVICES DIVISION

100 NW 1st AVENUE, DELRAY BEACH, FLORIDA 33444
(561) 243-7040, Option 4 www.delraybeachfl.gov

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|----------------------------|
| FOR OFFICE USE ONLY |
| PERMIT #: |
| DATE SUBMITTED: |

SIDEWALK CAFÉ AFFIDAVIT AND HOLD HARMLESS

Sidewalk Cafes are regulated by and only allowed when in compliance with the provisions of Land Development Regulations (LDR) [Section 6.3.3](#).

PART ONE | BUSINESS INFORMATION (ALL INFORMATION MUST BE PROVIDED. IF NOT APPLICABLE, PLEASE WRITE N/A)

| | |
|---|------------------|
| BUSINESS NAME (DBA AND/OR CORPORATION NAME / LLC) | BUSINESS WEBSITE |
| ADDRESS | BUSINESS PHONE |

PART TWO | APPLICANT INFORMATION (Note: This is the ONLY way to contact you. Please make sure the information is correct and clearly written)

| | |
|---------------------|-------|
| BUSINESS OWNER NAME | PHONE |
| MAILING ADDRESS | EMAIL |

PART THREE | AFFIDAVIT **** NOTARIZATION REQUIRED PRIOR TO SUBMITTAL ****

The undersigned being first duly sworn, deposes that he/she is the **Business Owner** and that matters and facts stated in this application are true to his/her knowledge; that he/she accepts the requirements of LDR Section 6.3.3, Sidewalk Café; and, that he/she is authorized by the property owner of the subject business location to execute this application for the purposes of obtaining a sidewalk café permit from the City of Delray Beach; agrees to site and property inspections by City Staff for purposes associated with review of the request.

(Business Owner SIGNATURE) (PRINT Business Owner NAME)

STATE OF _____ COUNTY OF _____ IDENTIFICATION SHOWN _____ | PERSONALLY KNOWN TO ME _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20____.

(Notary SIGNATURE) (Notary NAME, PRINTED OR TYPED)

NOTARY PUBLIC, STATE OF _____ (NOTARY SEAL)

Business Owner acknowledges the **City** shall assume no liability or responsibility for said land, structures, improvements, materials, or appurtenances placed in the right-of-way by **Business Owner**, or the partial or complete destruction or removal of the same on the Property. **Business Owner** shall at all times hereafter indemnify, hold harmless and, at the **City** Attorney's option, defend or pay for an attorney selected by the City Attorney to defend **City**, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, **Business Owner**, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against **City** by reason of any such claim, cause of action, or demand, **Business Owner** shall, upon written notice from **City**, resist and defend such lawsuit or proceeding by counsel satisfactory to **City** or, at **City's** option, pay for an attorney selected by the City Attorney to defend **City**. The obligations of this section shall survive the expiration or earlier termination of this Agreement. The **City** or its officers, agents, servants, employees, contractors, or representatives shall be allowed to access the enclosed portion, if any, of the public right-of-way at any time. This Agreement is merely a right to use and grants no estate in the public right-of-way. This Agreement may be canceled by **City**, acting through its City Manager or designee, with or without cause, at any time, upon five (5) days' written notice to the **Business Owner**.

Business Owner, in consideration of the mutual promises contained herein and other good and valuable consideration, further agree to hold harmless, defend, or reimburse the **City**, for any damage that is caused to the **City's** public right-of-way as a result of the construction, maintenance or existence of the improvements, materials, or appurtenances located in the public right-of-way.

The **Business Owner's** placement of the improvements, materials, or appurtenances in the public right-of-way shall not in any way be construed as a constructive abandonment by the **City**.

 (Business Owner SIGNATURE)

 (PRINT Business Owner NAME)

STATE OF _____ COUNTY OF _____ IDENTIFICATION SHOWN _____ | PERSONALLY KNOWN TO ME _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20____.

 (Notary SIGNATURE)

 (Notary NAME, PRINTED OR TYPED)

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)