



Community Development Department – Planning Division  
1601 NW 136 Avenue, Sunrise, FL 33323 P: 954.746.3270  
AskZoning@sunrisefl.gov

**For Official Use Only**

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

App. No.: \_\_\_\_\_

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

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

**Outdoor Restaurant Seating Application**

Property Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Property Zoning District: \_\_\_\_\_

Property Square Footage Existing: \_\_\_\_\_ Property Square Footage Proposed: \_\_\_\_\_

Applicant Name/Property Contact: \_\_\_\_\_

Applicant Mailing Address: \_\_\_\_\_

Applicant Phone Number: \_\_\_\_\_ Applicant Fax Number: \_\_\_\_\_

Applicant Email: \_\_\_\_\_

Hours of Operation: \_\_\_\_\_

Alcoholic beverages will be served outside: ☐ Yes ☐ No

**FOR OFFICIAL USE ONLY:**

Date routed	Comments	Reviewer Initials	Date Reviewed	HTE Entry

**For Office Use Only:**

**Staff Reviewer** \_\_\_\_\_

- |   |   |
|---|---|
| <input type="checkbox"/> Permit Review Fee + Technology Fee       | <input type="checkbox"/> Copy of valid liquor license (if needed) |
| <input type="checkbox"/> Plant Connection Questionnaire           | <input type="checkbox"/> Proof of Insurance                       |
| <input type="checkbox"/> Written approval from the property owner | <input type="checkbox"/> Hold Harmless Agreement                  |
| <input type="checkbox"/> Most recent business tax receipt         | <input type="checkbox"/> Photographs or samples of all outside    |
| <input type="checkbox"/> Scaled plan of outdoor restaurant        | <input type="checkbox"/> Site Plan/Survey of property             |

with the following:

- |   |  |
|---|--|
| ___ Number of table and chairs                  | ___ Location of tables and chairs      |
| ___ Dimensioned pedestrian pathway              | ___ Location of fence (if needed)      |
| ___ Location of entrance/exits                  | ___ Location of streets/parking spaces |
| ___ Dimensioned path for entrance to restaurant | ___ Location of all furnishings        |

## **OUTDOOR RESTAURANT SEATING HOLD HARMLESS AGREEMENT**

Restaurant Name: \_\_\_\_\_ Address: \_\_\_\_\_

Tenant Name: \_\_\_\_\_ Tenant Corporation: \_\_\_\_\_

Property Owner: \_\_\_\_\_ Property Owner Corporation: \_\_\_\_\_

The Property Owner and (if different) the Tenant have applied to the City for permission to have outside seating for a restaurant on the property at the above address, pursuant to the provisions of Section 16-112 of the City Code of Ordinances. The City is willing to issue approval for an Outdoor Restaurant Application to the above address if the City receives legally enforceable assurances that the Property Owner and Tenant will hold the City harmless against any and all claims, demands, damages or suits that may arise from the issuance of the approval for outdoor seating.

In consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the undersigned hereby agrees as follows:

1. To indemnify and hold harmless and forever release and discharge the City and its agents and authorized personnel from any and all liability that may arise out of, or in connection with, the issuance of said outdoor seating approval, including the costs of any suit, attorney's fees and other expenses in connection therewith.
2. The obligations of the Property Owner and Tenant (as applicable) are joint and several under this agreement and shall become operative and effective only upon the issuance of the Outdoor Restaurant Application approval.
3. The Property Owner and Tenant (as applicable) acknowledge that the acceptance of the Outdoor Restaurant Application approval is a complete estoppel on them, their heirs, and assigns as to any rights, real, apparent or otherwise, that they, individually or jointly may have to challenge the efficacy of any conditions hereof.
4. Property Owner and Tenant (as applicable) further agrees that the opportunity to utilize a portion of the outside area of the building will be done so in the manner described in the most current approved annual application and in accordance to the City of Sunrise Code of Ordinances as they may be amended, from time to time.
5. Property Owner and Tenant (as applicable) 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.

**PROPERTY OWNER AND TENANT (AS APPLICABLE) HEREBY ACKNOWLEDGE AND AGREE THAT THEY HAVE CAREFULLY READ THE FOREGOING HOLD HARMLESS AGREEMENT AND KNOW THAT CONTENTS THEREOF AND I HAVE SIGNED THIS DOCUMENT AS MY OWN FREE ACT.**

BY: \_\_\_\_\_(SEAL)  
**Property Owner**

State of Florida

County of Broward

Sworn to (or affirmed) and subscribed before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority . . . e.g., officer, trustee, attorney in fact) for \_\_\_\_\_ (name of corporation/LLC).

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print, type or stamp commissioned name of Notary Public

Personally Known \_\_\_ OR Produced Identification \_\_\_

Type of Identification Produced \_\_\_\_\_

BY: \_\_\_\_\_(SEAL)  
**Property Tenant**

State of Florida

County of Broward

Sworn to (or affirmed) and subscribed before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority . . . e.g., officer, trustee, attorney in fact) for \_\_\_\_\_ (name of corporation/LLC).

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print, type or stamp commissioned name of Notary Public

Personally Known \_\_\_ OR Produced Identification \_\_\_

Type of Identification Produced \_\_\_\_\_