



CITY OF FORT LAUDERDALE



BEACH FOOD AND BEVERAGE SERVICE APPLICATION OVERVIEW AND CHECKLIST

The City of Fort Lauderdale has established a program to provide food and non-alcoholic beverage service program on Fort Lauderdale Beach beginning Sept. 8, 2015. This program, designed to enhance our beach as a destination and improve the visitor experience, will provide your restaurant / hotel with the opportunity to deliver food and beverages to beachgoers on the sand.

For your convenience, below is a checklist of the required documentation your establishment must provide for consideration of receiving a beach food and beverage service permit.

Permit Screening: Submit the following.

Completed Beach Food and Beverage Service Application

Including acknowledgement and agreement to adhere to the following:

- ✓ Business is located within 660 feet of one of the 15 beach lifeguard stands
- ✓ Maintain and update an online menu for beachgoers to view
- ✓ No motorized vehicles are permitted in the delivery of food and beverages
- ✓ Delivery of food/beverage shall not exceed 45 minutes
- ✓ Maintain consistent daily/weekly service hours from 11:00 a.m. for as long as there is a lifeguard on duty within the areas they hold a permit to service
- ✓ Will make reasonable efforts to clean-up food service containers within the areas they hold a permit to service

Photograph of your restaurant / hotel uniform.

NOTE: All food and beverage servers shall wear uniforms and have nametags. Uniforms shall reflect a high standard of service, and as such, consist of short sleeve, crew neck or collared shirts, and pants, shorts or skirts.

Copy of State of Florida Division of Hotels and Restaurants licence

Photograph with Written Description of Proposed Food and Beverage Containers

NOTE: All permit holders shall use uniformed food and beverage containers that clearly identify (sticker) where the order originated. Accessory items (cutlery, condiments, etc.) shall also meet this standard.

- **Styrofoam shall be prohibited**
- **Containers must be compressible and made from recyclable materials**
- **Beverage containers must either be plastic bottles or paper cups**

Proof of Commercial General Liability Insurance – Minimum of \$1,000,000 per occurrence and naming the City of Fort Lauderdale as an additional insured.

Proof of Worker's Compensation Insurance – Per statutory requirements.

Signed and Notarized Indemnification/Hold Harmless Release of the City and its authorized agents and employees from and against any and all claims and costs arising out of or related to the permit holder's activities.

Check made payable to the City of Fort Lauderdale in the sum of \$1,000 for annual Beach Food and Beverage Service Permit.

Should you have questions or need further information, please contact Cija Omengabar at the City of Fort Lauderdale Department of Sustainable Development by calling (954) 828-4776 or email COmengabar@fortlauderdale.gov



CITY OF FORT LAUDERDALE



BEACH FOOD AND BEVERAGE SERVICE APPLICATION

Please complete the application and deliver, in person or by mail, all required materials to:
Department of Sustainable Development | 914 NW 6th Street, Suite 200 | Fort Lauderdale, FL 33311

ENTIRE APPLICATION MUST BE COMPLETED BY ALL APPLICANTS

Date:		Type of business: (select one) ___ Restaurant ___ Hotel	
Name of Business:			
Business Address:			
Business Phone:			
Contact Name		Contact Phone:	
Contact Email:			

I acknowledge and agree to adhere to the following: (please initial)

- My restaurant/hotel is located within 660 feet of one of the 15 beach lifeguard stands
- I will maintain and update my online menu for beachgoers to view
- No motorized vehicles will be used in the delivery of food and beverages to beachgoers
- Delivery of food/beverage shall not exceed 45 minutes
- My restaurant/hotel will Maintain consistent daily/weekly service hours from 11:00 a.m. for as long as there is a lifeguard on duty within the areas they hold a permit to service
- Will make reasonable efforts to clean-up food service containers within the areas they hold a permit to service

I have included the following documentation

- Signed Application
- Photograph of our restaurant/hotel uniform
- Photograph with Written Description of Proposed Food and Beverage Containers
- Copy of State of Florida Division of Hotels and Restaurants Licence
- Proof of Commercial General Liability Insurance
- Proof of Workers' Compensation Insurance
- Signed and Notarized Indemnification/Hold Harmless Release Form
- Check made payable to the City of Fort Lauderdale in the sum of \$1,000 for annual Beach Food and Beverage Service Permit

I certify that the information provided in this application and supporting documents are accurate to the best of my knowledge.

Business Owners Signature

Date

Print Name

FOR OFFICIAL USE ONLY - DO NOT FILL OUT BELOW

Approved by	Date
Print Name	

FOOD AND NON-ALCOHOLIC BEVERAGE PERMIT INDEMNIFICATION AND HOLD HARMLESS RELEASE

WHEREAS, as part of the application for a Food and Non-Alcoholic Beverage Service Permit ("Permit") pursuant to Section 8-55.4 of the Code of Ordinances of the City of Fort Lauderdale ("City"), permit holder is required to provide the City with an indemnification and hold harmless release of the City and its authorized agents and employees from and against any and all claims and costs arising out of or related to the permit holder's activities, as more specifically set forth in the permit application; and

NOW, THEREFORE, in consideration of the issuance of a permit and other good and valuable considerations, the sufficiency and adequacy of which is hereby acknowledged, Applicant hereby agrees as follows:

Applicant does hereby agree and acknowledge that Applicant voluntarily assumes all risk and liability for any damage or injury to person or property that may occur as a result of Applicant's acts or omissions pursuant to the Permit and do hereby release, discharge, and covenant not to sue, City, its officers, employees, agents, or volunteers, ("Released Parties") and do hereby waive and discharge all claims for damages that Applicant might have against the Released Parties. Applicant further agrees that it shall protect, defend, indemnify and hold the Released Parties harmless from any and all claims, damages, and judgments, of whatever nature, including attorney fees, that may be asserted or entered against any of them in connection with the issuance of the Permit, any activities that take place pursuant to the Permit or any act or omission of Applicant and further agree to defend at Applicant's expense, pay on behalf of, indemnify and save and hold harmless the Released Parties, from and against any and all claims, demands, liens, liabilities, judgments, losses and damages (whether or not a lawsuit is filed) including, but not limited to, costs, expenses and attorneys' fees at trial and on appeal for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any person or persons, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly, by Applicant's activities or omissions pursuant to the Permit or Applicant's failure to comply with applicable laws, rules, regulations, standards and ordinances.

Applicant expressly agrees, that this Indemnification and Hold Harmless Release is intended to be as broad and inclusive as is permitted by the laws of the State of Florida and shall survive termination of the permit, and if any portion of this Agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Applicant has read and voluntarily signs this Waiver and Indemnification, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made. Applicant hereby agrees that Applicant will be at all times be required to comply with all rules and regulations of the Permit and of the City and any rules, regulations, laws or ordinances which may be applicable to Permit. Applicant hereby agrees and warrants that the person executing this agreement on behalf of Applicant is fully competent and legally able to execute this Waiver and Indemnification and to bind the corporation/company.

Applicant: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA)

COUNTY OF BROWARD) ss:

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____ 201_, by _____, as _____ of _____, a Florida corporation/company, who is known to me or who has produced _____, as identification.

NOTARY PUBLIC

Type or Print Name

Commission No. _____

My Commission Expires:



CITY OF FORT LAUDERDALE



BEACH FOOD AND BEVERAGE SERVICE WEBSITE LISTING SUBMISSION

Please provide the following information to add to the www.MyFTLB.com website to promote your participation in the Beach Food and Beverage Service program

Name of Restaurant or Hotel as You Would Like It to Appear Online	
Cuisine Style – List Up to 3	
Website URL to View Items Available to Order	
Telephone Number For Patrons to Call and Place Order	

NOTE: If you do not have a website, or you are not offering all items on your website for beach service, please send a Word Document with Menu items, including full description and prices. PLEASE include all restrictions.

Should you have any questions, please call MyFTLB.com webmaster: Arianne Glassman at 954.205.8754 or email info@MyFortLauderdaleBeach.com