

# Outdoor Dining Permit

## Authorization and Release, Indemnification and Hold Harmless Agreement

Development Services Department – Planning & Zoning Division

City of Panama City, City Hall, 501 Harrison Avenue, 2<sup>nd</sup> Floor, Room 217, Panama City, FL 32401

Phone: 850-872-3025 | Email: [planning@panamacity.gov](mailto:planning@panamacity.gov) | Website: [www.panamacity.gov](http://www.panamacity.gov)

### Authorization

The applicant, by filing this application agrees he or she will comply with the decision(s) regarding this application and conform to all conditions of approval. The applicant's signature affirms that he/she has read and agrees to comply with the **Outdoor Dining Ordinance** requirements, as spelled out in the City's Unified Land Development Code and that all information contained within this application has been completed and that the applicant understands that this application may involve substantial time and expense. Filing an application does not guarantee approval, and denial of an application does not result in remittance of the application fee.

**NOTE: IT IS INCUMBENT UPON THE APPLICANT TO SUBMIT CORRECT INFORMATION. ANY MISLEADING, DECEPTIVE, INCOMPLETE OR INCORRECT INFORMATION MAY INVALIDATE YOUR APPROVAL.**

| Required Signatures   |       |
|---|-------|
| Police Department:  | Date: |
| Economic Development Department/<br>Community Redevelopment Agency: | Date: |
| Development Services Department:                                    | Date: |
| HR Risk Manager:  | Date: |

| Owner Authorization of Applicant, Agent or Representative   |                     |
|---|---------------------|
| *If the applicant is not the property owner and the owner is allowing the applicant to act on their behalf, a notarized signature of the owner is required. |                     |
| Property Owner Name (Print): _____  |                     |
| Property Owner's Signature: _____   |                     |
| STATE OF _____ COUNTY OF _____ Sworn to and subscribed me   |                     |
| this _____ day of _____, 20____, By _____, the  |                     |
| applicant is personally known to me or has produced _____ as identification.  |                     |
| Notary Public: _____  |                     |
| My Commission Expires: _____  | NOTARY STAMP: _____ |

| Authorized Applicant, Agent or Representative                                |                     |
|--|---------------------|
| Applicant/Authorized Agent Name (Print): _____                               |                     |
| Applicant's Signature: _____   |                     |
| STATE OF _____ COUNTY OF _____ Sworn to and subscribed me                    |                     |
| this _____ day of _____, 20____, By _____, the                               |                     |
| applicant is personally known to me or has produced _____ as identification. |                     |
| Notary Public: _____   |                     |
| My Commission Expires: _____   | NOTARY STAMP: _____ |

## RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

This Release, Indemnification, and Hold Harmless Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ ("OWNER") for the benefit of the City of Panama City, Florida, ("City").

**WHEREAS**, the OWNER is the owner or lessee of the property within Panama City, Florida located at \_\_\_\_\_; and

**WHEREAS**, pursuant to the City Code, the OWNER has applied for an Outdoor Dining Permit for the sidewalk and/or parking area abutting the property described above, which sidewalk and/or parking area shall hereinafter be collectively called the "Property"; and

**WHEREAS**, pursuant to the City Code, the OWNER must provide an indemnification related to its use of the Property under the Outdoor Dining Permit; and

**WHEREAS**, the OWNER is authorized to execute, and has obtained any and all necessary approvals for, this Agreement.

**NOW, THEREFORE**, in consideration of the City allowing the OWNER to use the Property for outdoor dining, the OWNER agrees as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The OWNER agrees to defend at its cost, pay on behalf of, indemnify and hold harmless the City, its officers, agents, third party managers, employees, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liabilities, damages, judgments, orders, decrees, actions, proceedings, fines, penalties, costs and expenses, (collectively, "Claims"), including but not limited to Claims related to damage or injury to property or persons (including loss of life) and court costs and attorney's fees at trial and on appeal, whether or not a lawsuit is commenced, alleged or claimed by any person or entity to be arising out of or in connection with (i) the Outdoor Dining Permit; or (ii) the use of the Property by the OWNER or his/her/its family, officers, agents, representatives, guests, employees, invitees, licensees, or persons contracting with either or any of them; or (iii) any negligent act or omission of OWNER or his/her/its family, officers, agents, representatives, guests, employees, invitees, licensees, or persons contracting with either or any of them, whether or not such negligence is claimed to be either solely that of OWNER, or his/her/its family, officers, agents, representatives, guests, employees, invitees, licensees, or persons contracting with either or any of them, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) any reckless or intentional wrongful act or omission of OWNER or his/her/its family, officers, agents, representatives, guests, employees, invitees, licensees, or persons contracting with either or any of them; **or (v) any and all claims, demands, actions, causes of actions, or suits for injury or death to any person and damages to property of others, including the property of the City, arising out of or from the use of the City's streets and properties or from the sale, consumption or possession of alcoholic beverages by those attending or participating in the activities sponsored by the OWNER, as well as any injury resulting from the previous negligence of the City regarding the construction and maintenance of its properties.** The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by OWNER or otherwise obtained by OWNER, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.
3. The OWNER does hereby remise, release, satisfy, quit claim and forever discharge the Indemnified Parties from any and all actions, claims and demands that the OWNER ever had, now has, or may have against the Indemnified Parties as a result of the granting of the Outdoor Dining Permit or because of the use of the Property by the OWNER or his/her/its family, officers, agents, representatives, guests, employees, invitees, licensees, or persons contracting with either or any of them.
4. The OWNER will maintain insurance in the minimum types and amounts required by the **City's Outdoor Dining Ordinance**. The City does not represent that such types and amounts are sufficient to protect OWNER's interests or liabilities and the insurance requirements of the City Code shall in no way be interpreted to limit OWNER's liability under this Agreement. The Indemnified Parties shall be named as additional insureds on all required insurance policies and the City shall be provided with a current certificate of insurance evidencing that the requirements of the City Code have been met.

5. The Undersigned represents that (1) the Undersigned has read and understands the terms of the foregoing Release, Indemnification and Hold Harmless Agreement, (2) that the Undersigned's execution of this instrument constitutes its free and voluntary act, (3) that the execution hereof is made without any representations of inducement or otherwise by those indemnified hereby; (4) that this Agreement has been properly approved by the Undersigned and if applicable in accordance with its organizational structure, and (5) that no other signature other than the one affixed to this document is necessary to make this indemnify and hold harmless agreement binding on the Undersigned or its organization.

6. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Undersigned has hereunto set its hand and seal, this \_\_\_\_ day of \_\_\_\_\_.

Signed, sealed and delivered in the presence of

|   |            |
|---|------------|
| Print Name of Owner:                            | Signature: |
| Print Name of Witness:                          | Signature: |
| Print Name of Witness:                          | Signature: |
| Name and Title if Acting on Behalf of Business: | Signature: |

**Owner Authorization of Applicant, Agent or Representative**

\*If the applicant is not the property owner and the owner is allowing the applicant to act on their behalf, a notarized signature of the owner is required.

Property Owner Name (Print): \_\_\_\_\_

Property Owner's Signature: \_\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ Sworn to and subscribed me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, By \_\_\_\_\_, the

applicant is personally known to me or has produced \_\_\_\_\_ as identification.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ NOTARY STAMP:

**Authorized Applicant, Agent or Representative**

Applicant/Authorized Agent Name (Print): \_\_\_\_\_

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

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ Sworn to and subscribed me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, By \_\_\_\_\_, the

applicant is personally known to me or has produced \_\_\_\_\_ as identification.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ NOTARY STAMP: