

CITY OF PALM BEACH GARDENS
OUTDOOR SEATING CONSENT AND INDEMNIFICATION
SECTION 78-191(B)(3) CODE OF ORDINANCES

_____ (hereinafter the "Property Owner"), whose business address is _____, hereby consents to the placement of Outdoor Seating on its premises located at _____, on behalf of _____, d/b/a _____.

The Property Owner agrees to assume any liability for personal injury and property damage due to the approval or existence of the Outdoor Seating, and agrees, during the term of this Agreement, to maintain General Liability Insurance with each occurrence limits of not less than One Million Dollars (\$1,000,000) written by an insurance company authorized to do business in Florida and acceptable to the City's Risk Management Coordinator. Prior to the issuance of the permit for Outdoor Seating, the Property Owner shall furnish the City with a certificate of insurance that shall include a provision that policy cancellation, non-renewal, or reduction of coverage will not be effective until at least thirty (30) days' written notice has been made to the City. The Property Owner shall include the City as an additional insured on the General Liability policy. Notwithstanding anything contained herein to the contrary, the City acknowledges that the Property Owner's obligations hereunder for the foregoing indemnity and insurance may be satisfied by a replacement consent and indemnification signed by one or more of the Property Owner's tenants benefitting from the Outdoor Seating.

The obligations of the Property Owner hereunder shall be binding upon successors and assigns and shall inure to the benefit of the City.

Nothing in this Agreement shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Section 768.28, *Florida Statutes*, as amended from time to time.

Signed: _____
Property Owner

Dated: _____

Signed: _____
Natalie Crowley, AICP, Director of Planning
and Zoning for the City of Palm Beach Gardens

Dated: _____