



# DEVELOPMENT SERVICES SUPPORT SERVICES DIVISION

100 NW 1<sup>st</sup> AVENUE, DELRAY BEACH, FLORIDA 33444  
(561) 243-7040, Option 4 [www.delraybeachfl.gov](http://www.delraybeachfl.gov)

FOR OFFICE USE ONLY	
PERMIT #:	
DATE SUBMITTED:	

## SIDEWALK CAFÉ PERMIT APPLICATION

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

Applications must be submitted in-person to the Support Services Division by July 1<sup>st</sup> of each year. Only complete applications will be accepted.

### 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
<b>Approved Use</b> <input type="checkbox"/> Restaurant <input type="checkbox"/> Retail / Take Out	<b>SIZE OF SIDEWALK CAFÉ</b> _____ Sq. ft. _____ ft. x _____ ft.	<b>LOCATED IN FDOT RIGHT-OF-WAY?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO (See reverse for locations.)
<b>EXISTING BUSINESS WITH VALID BUSINESS TAX RECEIPT</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>BUSINESS HOURS OF OPERATION</b> <i>Sidewalk Café hours cannot be outside of the inside hours of operation, i.e. a restaurant is closed for seating inside, but the sidewalk café seating is available.</i> Days of Week: _____ Hours: _____ <i>i.e., Monday through Friday i.e., 9AM – 5PM</i>	

<b>SIDEWALK CAFÉ LOCATION IN FRONT OF ADJACENT BUSINESS?</b> <input type="checkbox"/> NO <input type="checkbox"/> YES (ALL INFORMATION MUST INCLUDE THE AREA FOR THE ADJACENT BUSINESS.) NAME OF BUSINESS _____ ADDRESS OF BUSINESS _____	<b>ALCOHOL SERVED (APPLICABLE TO ALL BUSINESSES):</b> <input type="checkbox"/> NO ALCOHOL SERVED (FOR SALE OR COMPLIMENTARY) <input type="checkbox"/> ALCOHOL SERVED TYPE OF LICENSE _____ _____ WINE AND BEER ONLY _____ FULL-SERVICE BAR <i>Alcoholic beverages shall not be sold at any establishment located within 300 feet of an established school or church.</i>
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### 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)

**PART FIVE | CONDITION OF APPROVAL**

Please initial confirming you have read and understand the Condition of Approval

\_\_\_\_\_ **Owner** shall remove the improvements, materials, or appurtenances from the public right-of-way within five (5) days of receiving notice from the **City** requesting removal. If **Owner** fails to remove the improvements, materials, or appurtenances, the **City** reserves the right to remove the improvements, materials, or appurtenances and invoice the **Owner** for the cost of such removal. The **City**, its officers, agents, servants, employees, or contractors shall not be responsible for any damage that may occur to the improvements, materials, or appurtenances during such removal. The **City** may request removal of the improvements, materials, or appurtenances for any reason and in its sole discretion. In the event that such a request is made by the **City**, **Owner** agrees to repair and/or restore the public right-of-way affected by the improvements, materials, or appurtenances to its previous or better condition.

## PART SIX | Application Checklist

### Fees

- \_\_\_ \$150.00, Application Fee + \$4.75/sf of area adjacent to and/or within a City right-of-way
  - \_\_\_ \$150.00, Application Fee + \$5.00/sf of area adjacent to and/or within Atlantic Avenue, FDOT right-of-way
  - \_\_\_ \$150.00, Application Fee + \$6.50/sf of area adjacent to and/or within NE/SE 5<sup>th</sup> and 6<sup>th</sup> Avenues, FDOT right-of-way
  - \_\_\_ \$150.00, Application Fee + \$10.00/sf of area adjacent to and/or within Ocean Blvd./A1A, FDOT right-of-way
- Total Fee Due: \_\_\_\_\_ (Provide application fee and square footage fee as two separate payments.)

Property Survey with existing dimensions of area under consideration, including the distance from the building to the property line, and distance to the right-of-way from the property line.

### Proposed Sidewalk Café Plan illustrating:

- \_\_\_ Dimensions showing min. 6-foot pedestrian clear zone, area of café seating, location and height of umbrellas, accessibility compliance, etc.
- \_\_\_ Details of 3-foot-tall barriers
- \_\_\_ Location of tables and chairs
- \_\_\_ Photo(s) of area where sidewalk café will be located

Insurance Certificate currently in effect documenting \$1,000,000 of General Liability listing the City of Delray Beach as the Certificate Holder. If within the FDOT right-of-way, the Certificate must include both the City of Delray Beach and the State of Florida Dept of Transportation including the Endorsement page as an additional Certificate Holder. (Required each year)  
\*If the Insurance Certificate expires at any time during the Sidewalk Café Permit, a new Certificate must be submitted.

Intent to Use Property in Front of Adjacent Business Agreement, If applicable.

## SUPPLEMENTAL INFORMATION

### **What is a Sidewalk Café?**

A "Sidewalk Café" is a grouping of dining furniture which may include tables and chairs, approved by the City through a Sidewalk Café permit and is situated and maintained outside between the building front and the curb at the edge of the roadway and such area is used for the consumption of food and beverages sold to the public from an adjoining restaurant or other eligible business. Sidewalk Cafés are allowed only when in compliance with LDR Section 6.3.3.

### **How long is the Sidewalk Café approval valid?**

Each approval is valid for one year; all approved Sidewalk Café permit applications must be renewed each year by July 1<sup>st</sup>. Existing sidewalk Café's that are not renewed by July 1<sup>st</sup> are subject to late fees, upon submittal of the renewal application. Businesses that are operating a Sidewalk Café without valid approval are subject to code enforcement action. Applications for renewal are reviewed with the same consideration as a new application and require compliance; sidewalk café applications are not grandfathered and must always be in compliance with the regulations in effect at the time of application.

### **What happens if the Sidewalk Café regulations change and the approved sidewalk café permit is no longer compliant?**

If the Sidewalk Café regulations are amended and cause an approved plan to be non-compliant, the café, as approved, may remain legally non-conforming, until the following renewal date, unless otherwise specified in the adopting Ordinance.

### **What happens when there is change in ownership?**

Whether there is a new owner or a transfer of ownership, a new application including the Hold Harmless agreement must be submitted.

**THE PROCESSING TIME FOR A SIDEWALK CAFÉ TAKES APPROXIMATELY 10 BUSINESS DAYS (TWO WEEKS).  
IF YOU HAVE NOT BEEN CONTACTED AFTER 10 BUSINESS DAYS, PLEASE CONTACT  
(561) 243-7040, OPTION 4 FOR A STATUS UPDATE.**

**PART SEVEN | OFFICE USE ONLY (DO NOT FILL IN BELOW)**

**PLANNING & ZONING REVIEWER:**

**ZONING DISTRICT:**

- CBD, Central Core Sub-district
- CBD, Beach Sub-district
- CBD, W. Atlantic Neigh. Sub-district
- Other \_\_\_\_\_
- CBD, Railroad Corridor Sub-district
- CBD, South Pairs Sub-district
- OSSHAD

**SPECIAL CONSIDERATIONS** (i.e. existing improvements in ROW):

**DEVELOPMENT SERVICES DIRECTOR** (OR DESIGNEE):

**APPROVED?**

- YES
- YES, WITH CONDITIONS
- NO

**DATE:**

**CONDITIONS OF APPROVAL** (in additional to Part Five):

**REASON FOR DENIAL** (REASON AND WHAT CORRECTIVE ACTION, IF ANY, MAY BE TAKEN):

**STAFF NOTES:**

Upon Approval, Applicant will receive a copy of the application and plan.

**BUSINESS NAME (DBA AND/OR CORPORATION NAME / LLC)**

**ADDRESS**

CITY OF DELRAY BEACH  
100 N.W. 1<sup>ST</sup> Avenue  
Delray Beach, Florida 33444

## SIDEWALK CAFÉ

### INTENT TO USE PROPERTY IN FRONT OF ADJACENT BUSINESS

Business owner \_\_\_\_\_ located at \_\_\_\_\_  
\_\_\_\_\_, City of Delray Beach, Florida is requesting to use the  
property in front of below stated adjacent business for a sidewalk café.

WHEREAS, adjacent **business owner** \_\_\_\_\_  
LOCATED AT \_\_\_\_\_, City of Delray Beach,  
Florida is hereby granting permission for subject business owner to use the business  
frontage for a sidewalk café.

WHEREAS, adjacent **business owner** agrees to abide by all the regulations and  
laws governing sidewalk cafes as contained within the Code of Ordinances and Land  
Development and Land Development Regulations of the City of Delray Beach.

NOW, THEREFORE, FOR THE MUTUAL COVENANTS AND MATTERS SET  
FORTH HEREIN, AS OF THE DATE SET FORTH BELOW, THE PARTIES HEREBY  
AGREE AS FOLLOWS:

**Adjacent business owner** acknowledges that the **City** shall assume no  
responsibility for said land, structures, improvements, materials, appurtenances or  
furniture or the partial or complete destruction or removal of the same on the subject  
property.

**Adjacent business owner** shall defend, indemnify, and hold harmless, the **City**,  
its agents, officers, employees and servants from any and all claims, suits, causes of  
action or any claim whatsoever made, arising from the permit of the **City** to establish a  
sidewalk café or from any claims for damages to property or injuries to persons which may  
be occasioned by any activity carried on under the terms of the permit.

THEREFORE, This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between the CITY OF DELRAY BEACH, FLORIDA (the City), and **adjacent  
business owner** authorizing extending sidewalk café usage to the subject property.

\_\_\_\_\_  
Adjacent Business Owner  
Signature

\_\_\_\_\_  
Witness's Signature

\_\_\_\_\_  
Adjacent Business Owner  
Printed Name

\_\_\_\_\_  
Witness's Printed Name

\_\_\_\_\_  
Witness's Signature

\_\_\_\_\_  
Witness's Printed Name

STATE OF \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ (name of officer or agent, title of officer of agent), of \_\_\_\_\_ (name or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

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

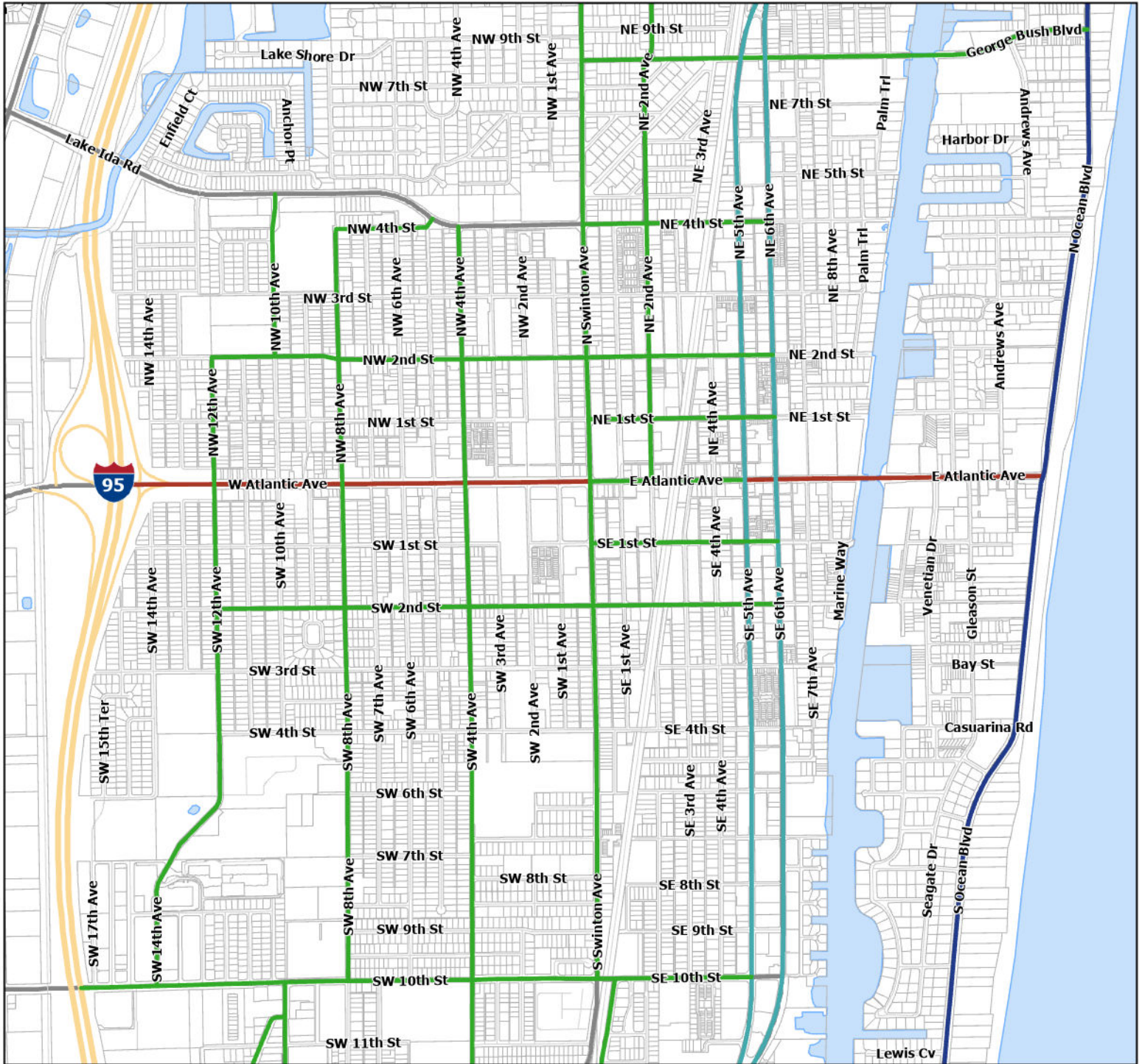
\_\_\_\_\_  
**CITY OF DELRAY BEACH, FLORIDA**

\_\_\_\_\_  
City Manager/or Designee

\_\_\_\_\_



# Sidewalk Café Right of Way Map



## Right of Way Fees

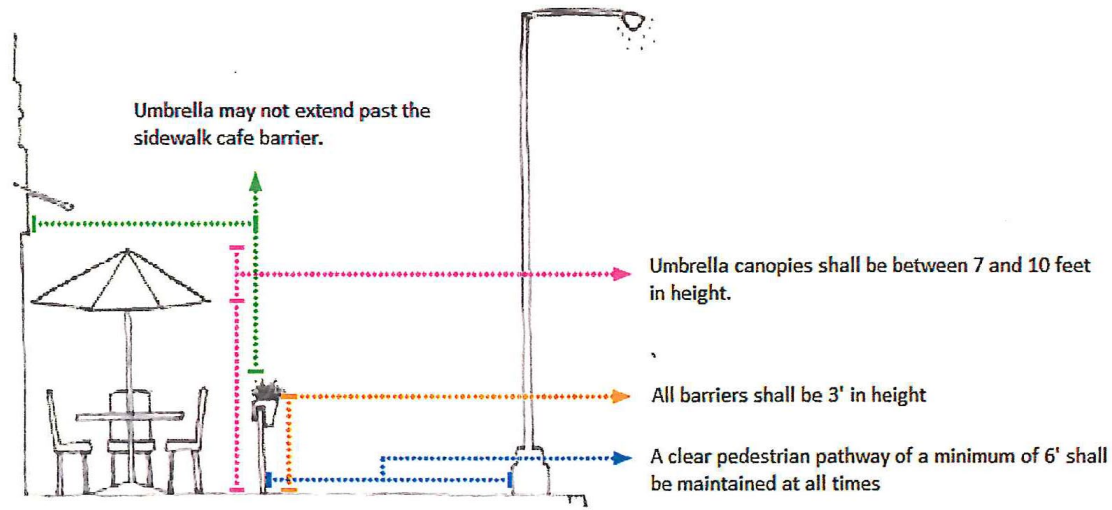
- \$4.75/sf, City Right of Way
- \$5.00/sf, FDOT Right of Way
- \$6.50/sf, FDOT Right of Way
- \$10.00/sf, FDOT Right of Way



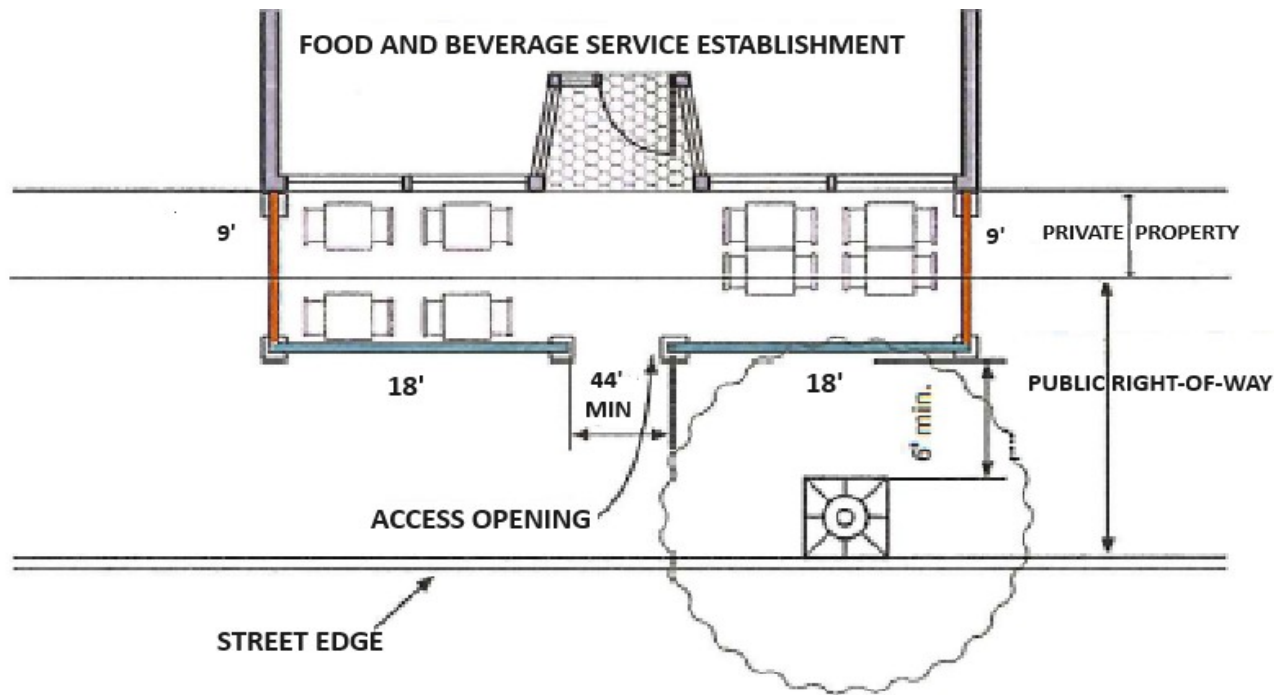
0 1,000 2,000  

 Feet

### Sidewalk Café Cross Section Diagram



### Example of Sidewalk Café Plan illustration







Example: The Certificate Holder "City of Delray Beach"

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		FAX (A/C, No):
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

### COVERAGES

CERTIFICATE NUMBER: 1318366306

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE   <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY   <input type="checkbox"/> PRO-JECT   <input type="checkbox"/> LOC OTHER:			B6025191353	7/17/2024	7/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED: <input type="checkbox"/> RETENTION \$						OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				<input checked="" type="checkbox"/> PER STATUTE   <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

# Example

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The Insured has no owned autos.

### CERTIFICATE HOLDER

### CANCELLATION

City of Delray Beach  
100 NW 1st Street  
Delray Beach FL 33444

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



This example is applicable only if the Sidewalk Cafe is located on the FDOT right-of-way

DATE (MM/DD/YYYY)

05/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The EXAMPLE NAME, INC 6001 Broken Sound Pkwy., N.W. Suite 500 Boca Raton FL 33487-2730	CONTACT NAME: rgNJc. (561) 994-9994 Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: ABC I insurance Company INSURER B: 123 I insurance Company INSURER c: 000 I insurance Company INSURER D: INSURER E: INSURER F:	No): (561) 997-7087 NAIC#
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Sample named insured ADDRESS City, State Zip

Must be the name of the lessee. Cannot be any other entity.

COVERAGES CERTIFICATE NUMBER: CL209209916 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Must have the amounts Below

INSRL LTR	TYPE OF INSURANCE	ADU INSD	CBF WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> LOC <input type="checkbox"/> OTHER <input type="checkbox"/>	<input checked="" type="checkbox"/>		349936	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>	<input checked="" type="checkbox"/>			07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		NIA				NEW STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

EXAMPLE

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess parcel 5681 The Florida department of Transportation listed an additional insured Insured

Excess Parcel # must be listed. FDOT must be listed as additional

CERTIFICATE HOLDER CANCELLATION

Florida Department of Transportation Right of Way Administration 3400 W Commercial Blvd Fort Lauderdale, FL 33309 VIP: Certificate holder must read as shown.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

**This example is applicable only if the Sidewalk Cafe is located on the FDOT right-of-way**

POLICY NUMBER: 09-0037790238-9-01

**BUSINESSOWNERS**  
BP 04 48 01 06

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - DESIGNATED PERSON  
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

FDOT, OFFICE OF RIGHT OF WAY  
ATTN: PROPERTY MANAGEMENT  
3400 W. COMMERCIAL BLVD  
FORT LAUDERDALE, FL 33309

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph C. Who Is An Insured in Section II - Liability :

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

**EXAMPLE**