DOWTOWN STUART OUTDOOR SEATING

LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered into as of this _____day of _____, 2018 by and between the City of Stuart, a municipal corporation of the State of Florida and _____, the owner and operator of a restaurant located within the City of Stuart.

WITNESSETH:

WHEREAS, Licensee is owner and operator of a restaurant facility within the downtown historic district of the City of Stuart (hereinafter "Licensee");

WHEREAS, Licensor is the City of Stuart ("City");

WHEREAS, the Licensee desires to provide the public with outdoor dining:

WHEREAS, the City is seeking a manner through which to facilitate the Licensee's ability to provide the public with outdoor dining:

WHEREAS, the City and the Licensee desire to cooperate to further the above-stated purpose in a way compatible with the public interest;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. License to Provide Outdoor Dining. The City hereby grants the Licensee a license to provide outdoor dining services at its restaurant facility located within the historic downtown section of the City of Stuart. The Licensee shall comply with the terms of this Agreement, the License granted by the City of Stuart, and all applicable laws, regulations, and bylaws of the State of Florida. Within the licensed area, the licensee may put and maintain no more than _____tables and _____chairs. All such services will be provided at the sole cost and expense of the Licensee. The City shall not be liable for such cost nor obligated to reimburse the Licensee for the same. The Licensee shall be responsible for obtaining all permits or licenses at its expense for the construction of any improvements necessary to the provision of such services.
2. Indemnification. The Licensee shall indemnify, defend and save harmless the City of Stuart, its officers and employees from and against all suits, actions, claims, demands, damages, losses, expenses, and costs of every kind and description to which the City may be subject or put by reason of injury (including death) to persons or property from the operation, construction, or existence of the outdoor dining facility and service, under this Agreement.
3. Insurance. The Licensee shall carry or require that there be carried **Worker's Compensation Insurance** for all employees and those of its contractors and /or subcontractors engaged in work on the outdoor dining facility, in accordance with the State Worker's Compensation Laws. The Licensee shall furnish a Certificate of Insurance to the City evidencing coverage of Worker's Compensation Insurance. In addition, the Licensee shall carry Comprehensive Public Liability and

Property Damages Liability Insurance, and if alcoholic beverages are served, Liquor Liability Insurance, with limits hereinafter set forth to cover the Licensee and its contractors and subcontractors against claim due to accidents which may occur or result from operations under this Agreement. Such insurance shall cover the use of all equipment related to the provision of outdoor dining services. The Comprehensive General Liability Policy, and if applicable, Liquor Liability Insurance Policy, shall insure against all claims and demands for bodily injury and property damage with respect to the outdoor dining facilities and services, with limits of $1,000,000 per occurrence and $1,000,000 in the aggregate. The City shall be named as an "additional insured" in all policies for such insurance. The Licensee shall hold harmless, defend and indemnify the City of Stuart and its employees and agents from any responsibility, liability, and claims arising out of or related to the operations under this Agreement. The Licensee shall furnish a certificate of insurance to the City prior to commencing provision of the facilities and services authorized under this Agreement. Where such insurance is renewed or replaced, the Licensee shall furnish the City with a certificate of insurance evidencing same.

4. Conditions.
    a. Maintenance. The Licensee shall maintain the premises utilized for the provision of outdoor dining facilities and services under this Agreement in a clean and orderly condition. The Licensee assumes responsibility for the removal of any debris generated by the construction, operation, or existence of the outdoor dining facility and service. These duties assumed by the Licensee include but are not limited to:
        General maintenance and cleaning of fixtures;
        Sweeping;
        Trash Removal; and
        Security, which includes the removal of any person who becomes disorderly.

        The Licensee shall be solely responsible for any costs and losses generated by the listed, and any other maintenance duties.
    b. A permit is required for all outdoor dining.
    c. All food preparation must take place inside the associated food service establishment.
    d. Maintenance of platform, fence, furnishing and umbrellas are the sole responsibility of the food service establishment.
    e. Advertising or promotional features shall be limited to umbrellas or canopies.
    f. No additional signage shall be permitted to be in place along the designated outdoor seating area
    g. All applicable state health requirements shall be met.
    h. The use of public right-of-way for outdoor dining furniture and appurtenances shall only be permitted incidental, and ancillary, to the operation of a restaurant and private abutting property and the outdoor dining area shall not extend laterally beyond the frontage of the Licensee's establishment.
    i. All public sidewalks shall be free of signage and any kind of impediment to the pedestrian.
    j. A Use of Public Way for Outdoor Dining Agreement between the City , both the operator of the food service and the abutting land owner shall be approved by the City.
    k. Outdoor dining on public right-of-way shall be a special use allowed in the Community Redevelopment Agency (CRA) as defined by the Downtown Stuart Outdoor Seating Strategy exhibits.
    l. This license is revocable by the City Manager for any reason whatsoever upon written notice to the Licensee.
    m. All other City of Stuart codes and ordinances must be followed.
    n. Applicant shall not block fire department connections for fire sprinkler and/or standpipe systems.

o. Seating areas shall provide at least 6' of clearance around fire hydrants.

5. Term. The license granted herein shall begin after it is approved by the City Manager's office and upon execution of this Agreement and payment of the License Fee. The term of this License Agreement is continuous until cancelled. Licensee shall pay to the City of Stuart a monthly rental fee of $_____ during which it places the tables and chairs on public property. The failure to pay timely may result in a late fee or revocation of this License Agreement. Either Licensor or Licensee may cancel this license at any time upon 10 days' prior written notice to the other. Upon cancellation or termination of this License Agreement, and upon the request of Licensor, Licensee shall remove as requested any improvements, fixtures, equipment, and other personal property placed upon the Licensed Premises by Licensee. The costs and expenses of such removal, together with the repair of any damage occasioned thereby, will be borne solely by Licensee.
6. Hours of Operation. The License granted hereunder neither extends the physical description of the Premises nor shortens or extends the hours during which the Licensee may carry on other lawful licensed activities in the premises to which the outdoor dining area is auxiliary.
7. Revocation. The parties covenant and agree that this License is not an interest in land and is revocable at will by the City Manager for any reason whatsoever upon written notice to the Licensee from the City. The license will terminate upon Licensee's receipt of said written notice described therein. Licensee acknowledges, covenants and agrees that this License is revocable at will by the City and the Licensee further acknowledges, covenants and stipulates that in the event of such revocation, the Licensee shall have no recourse or claim against the City for such revocation whether by way of monetary charges, a suit in equity, or otherwise.
8. Severability. If any provisions, paragraphs, sentence, or clause of this bylaw shall be held invalid for any reason, all other provisions shall continue in full force and effect.

WITNESS, the execution hereof in counterparts under seal as of the date and year first above written.

CITY OF STUART, a municipal corporation

By: _____
David Dyess
City Manager

Date: _____

LICENSEE

By: _____

Print Name: _____

Date: _____