



City of Rehoboth Beach

Application for Expanded Outdoor Service

Revised
2/12/2021

Considerations:

We look forward to working with you on a solution that allows you to offer outdoor service. As we review your application, please keep in mind the following:

- The City will review and approve or deny all proposals. All applications from dining establishments with liquor licenses will then be provided by the City to the Office of Alcoholic Beverage Control for review.
- Please do not set up the extended area until you have express written approval from the City. The City will expedite this process for approval to the best of its ability.
- Permission granted through this application is effective April 1, 2021 and expires when the Governor's State of Emergency Order is lifted or deemed appropriate by the City Manager. The State or the City of Rehoboth Beach may also revoke permission at any time.
- The City's approval only allows for the setup of the extended area.
- This approval operates under the assumption that dining establishments will be utilizing the indoor facilities to prepare food/beverages.
- All establishments must follow the guidelines as outlined by the Governor at the time of the application.

While no information on the following items needs to specifically be included in a proposal, all plans must adhere to them. The establishment:

- Dining establishments must not exceed total seating capacity requirements approved prior to State of Emergency, as established in each permit and guided by the State Fire Marshal.
- Dining establishments must follow all existing rules and regulations for food safety and alcoholic beverages.
- Both dining and retail establishments must follow all additional requirements as laid out in Delaware's Economic Reopening Plan. Failure to do so may result in the revocation of approved applications.
- Must abide by all local noise ordinances.

Application Checklist:

The following are the elements which a business' outdoor application must address, subject to the consideration or allowance of the City of Rehoboth Beach unless otherwise noted:

- Exterior perimeter measurements and, if applicable, what barriers will be at the edges.
- A drawing showing:
 - The extension relative to the main licensed premise.
 - Placement of tables/chairs/displays and distance between them.
- The following transportation considerations:
 - Must not intrude upon State rights-of-way (unless approved by DeIDOT).
 - Must maintain current access (unless approved by DeIDOT).
 - Must provide required access to property for emergency services.
 - Must consider local traffic patterns and parking capacity.
- Explanation of how ADA compliance will continue to be in place.
- If applicable, indications of how property boundaries will be marked to prevent alcoholic beverages from being removed from premises.
- A copy of a commercial general liability insurance certificate, identifying the City of Rehoboth Beach as the certificate holder, providing coverage in an amount of not less than \$1,000,000.00 for each single occurrence.

Each of the above items will be checked and must be present in the provided plan for approval to be granted.

Business Information

Business Name:

Date:

Business Address:

Address Line 2:

City:

State:

Zip:

Normal occupancy maximum for your business:

Owner/Manager Information

First:

Last:

Phone:

After hours contact number:

Email:

Property Information

Do you own the property, or do you lease it?

- Own
 Lease

If you lease the property, do you have permission from the property owner to provide outdoor seating/displays?

- Yes (Please provide a copy of landlord/property owner approval with this application)
 No

Outdoor Service Plan

Please provide the exterior perimeter measurements of the outdoor seating/display proposed:

If applicable, please describe the barriers you are proposing to use along the edges (be as specific as possible):

Please explain how ADA compliance will continue to be in place:

If applicable, do you presently have a liquor license? Yes No

If applicable, do you plan to serve alcohol in the extended area requested?
 Yes No

If applicable, will barriers be rented from the City of Rehoboth for roadway pedestrian pathways? Number of barriers required will be determined by Building and Licensing during the approval process.

Yes No

In the space provided below, please provide a drawing showing the placement of tables/chairs/displays and distance between them. If applicable, please also indicate the number of seats being proposed:

Disclaimer

By clicking "I UNDERSTAND", I hereby acknowledge that any approvals received to operate with an extended outdoor footprint are TEMPORARY and can be revoked or amended by the City of Rehoboth Beach at any time. I also understand that there may be additional approvals required from other agencies, such as the Delaware Division of Public Health and the Office of the Alcoholic Beverage Control Commissioner, and that I will seek those approvals before operating. I also acknowledge the risks involved in providing temporary outdoor service and I will make every effort to obey safety precautions as listed in writing and as explained to me verbally. By signing below, I forfeit all rights to bring a suit against the City of Rehoboth Beach for any injury/accident associated with providing extended temporary outdoor seating to the public.

I UNDERSTAND

Signature:

Please provide a copy of your completed application to the Building and Licensing Department at code.enforcement@cityofrehoboth.com

WAIVER AND INDEMNIFICATION AGREEMENT

THIS WAIVER AND INDEMNIFICATION AGREEMENT is made and entered into this _____ day of _____, 2021, by and among THE CITY OF REHOBOTH BEACH, a municipal corporation of the State of Delaware (hereinafter referred to as the "Indemnitee") and _____ (entity), D. B. A. _____ (business name) located at _____ (business address) (hereinafter referred to as the "Indemnitor").

WHEREAS, the Indemnitee is the owner of public lands in the City of Rehoboth Beach (hereinafter referred to as the "Property"); and

WHEREAS, Indemnitor desires to expand its business operations onto the Property; and

WHEREAS, the Indemnitee is willing to allow the Indemnitor to expand its business operations onto the Property in accordance with all applicable laws, and licensing regulations, subject to the terms and conditions of this Agreement for a limited period of time to be terminated at the sole discretion of the Indemnitee;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties to this Agreement do hereby agree as follows:

1. Consent to Expand Business Operations on the Property.

The Indemnitee does hereby grant consent and permission to the Indemnitor to enter onto the Property, beginning on June 1, 2021 and terminating on a date to be determined in the sole discretion of the Indemnitee for the purpose of expanding the Indemnitor's business operations on the Property, subject to the following terms and conditions:

(a) The Indemnitor shall at all times perform its business operations in accordance with all applicable laws, and licensing regulations.

(b) The Indemnitor shall be responsible for securing comprehensive general liability insurance to insure against any and all foreseeable risks of injury to person(s) or property.

2. Waiver and Indemnification.

The Indemnitor does hereby waive and release any and all claims and/or causes of action whatsoever which the Indemnitor may have had, may now have, or may in the future have against the Indemnitee, arising out of, related to, or in connection with the Indemnitor's performance of its business operations upon the Property, and further, the Indemnitor agrees to indemnify, defend, and hold the Indemnitee harmless, to the fullest extent permitted by law, from and against any and all claims, causes of action, costs, expenses, judgments, damages, liabilities, fines, penalties, or attorneys' fees incurred, arising out of or in connection with the Indemnitor's performance of its business operations on the Property.

3. Amendments. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of,

and be enforceable by, the parties hereto and their respective agents, representatives, successors, heirs, and assigns.

5. Severability. The provisions of this Agreement shall be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law. Furthermore, to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of this Agreement containing any provision held to be invalid, void, or otherwise unenforceable, that is not itself invalid, void, or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, void, or unenforceable.

6. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware applicable to contracts made and to be performed in such state without giving effect to the principles of conflicts of laws.

7. Authority. By their signatures below, each of the parties to this Agreement represents that they have read the Agreement, understand the legal significance of this Agreement and voluntarily enter into this Agreement. They further warrant that they have the legal authority to bind the entity for which they are signing.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the _____ day of _____, 2021.

The Indemnitor:

Authorized Representative

The Indemnitee
THE CITY OF REHOBOTH BEACH:

BY: _____
Sharon Lynn, City Manager