

**APPLICATION  
MONROE COUNTY  
PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT**



**Permit to Allow Patrons' Dogs in Public Food Service Establishments**

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No dog shall be in a public food service establishment unless the public food service establishment has received and maintains an unexpired and valid permit pursuant to MCC §130-101 allowing dogs in designated outdoor areas of the establishment and in accordance with F.S. §509.233.

Application Fee: \$150.00

**Date of Submittal:** \_\_\_\_/\_\_\_\_/\_\_\_\_  
Month Day Year

**Applicant/Agent Authorized to Act for the Property Owner:**

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Applicant (Name of Person, Business or Organization)      Name of Person Submitting this Application

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Mailing Address (Street, City, State and Zip Code)

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Daytime Phone

Email Address

**Property Owner:**

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(Name/Entity)

Contact Person

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Mailing Address (Street, City, State and Zip Code)

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Daytime Phone

Email Address

**Legal Description of Property:**

(If in metes and bounds, attach legal description on separate sheet)

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Block

Lot

Subdivision

Key

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Real Estate (RE) / Parcel ID Number

Alternate Key Number

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Street Address (Street, City, State, Zip Code)

Approximate Mile Marker

## APPLICATION

**All of the following must be submitted in order to have a complete application submittal:**

(Please check as you attach each required item to the application)

- Completed application form
- Correct fee (check or money order to Monroe County Planning & Environmental Resources)
- Proof of ownership (i.e. Warranty Deed)
- Current property record card from the Monroe County Property Appraiser
- State of Florida Division of Hotels and Restaurants license number of the public food service establishment.
- The name, mailing address, and telephone contact information of the owner of the public food service establishment if the owner is not the permit applicant.
- A diagram and description of the outdoor area which is requested to be designated as available to patrons' dogs, including dimensions of the designated area; a depiction of the number and placement of tables, chairs, and restaurant equipment, if any; the entryways and exits to the designated outdoor area; the boundaries of the designated area and of the other outdoor dining areas not available for patrons' dogs; any fences or other barriers; surrounding property lines and public rights-of-way, including sidewalks and common pathways; and such other information as is deemed necessary by the county. The diagram shall be accurate and to scale but need not be prepared by a licensed design professional.
- A description of the days of the week and hours of operation that patrons' dogs will be permitted in the designated outdoor area.
- A signed and notarized statement that the permittee shall hold harmless and indemnify the county, its officers and employees from any claims for damages to property or injury to persons which may be occasioned by any activity carried on under the terms of the permit.
- Proof of insurance: the permittee shall purchase and maintain liability insurance consistent with the terms and conditions of the latest version of the Commercial General Liability Coverage Form as issued by the Insurance Services Office (ISO). The permittee must ensure that such insurance does not exclude or limit coverage for claims arising out of incidents related to or caused by animals. Such insurance shall provide limits of not less than \$1,000,000.00 per occurrence. All insurance shall be from companies duly authorized to do business in the State of Florida and acceptable to the county. The county shall be named as an "Additional Insured" on the required insurance. All policies required under this ordinance shall provide that such policies may not be terminated or cancelled without 45 days' written notice. The permittee shall send notice of termination or cancellation of insurance policies via certified mail to the licensing official. Termination or cancellation of the insurance required will result in the permit being suspended immediately and revoked.

**If applicable, the following must be submitted in order to have a complete application submittal:**

- Notarized Agent Authorization
- Copy of Lease

**APPLICATION**

**If deemed necessary to complete a full review of the application, the Planning & Environmental Resources Department reserves the right to request additional information.**

\* \* \* \* \*

I, the Applicant, certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate.

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

COUNTY OF: \_\_\_\_\_

Sworn to and subscribed before me, by means of either  physical presence OR  online notarization,

on \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
(PRINT NAME OF PERSON MAKING STATEMENT)

Who is  personally known to me OR  produced \_\_\_\_\_ as  
(TYPE OF ID PRODUCED)

identification.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

\_\_\_\_\_  
PRINT, TYPE OR STAMP COMMISSIONED  
NAME OF NOTARY PUBLIC  
MY COMMISSION EXPIRES:

**Please send the complete application package to the Monroe County Planning & Environmental Resources Department, Marathon Government Center, 2798 Overseas Highway, Suite 400, Marathon, FL 33050.**

**MONROE COUNTY, FLORIDA**

**PERMITTED ACTIVITY HOLD HARMLESS AGREEMENT**

**PERMIT/APPLICATION/FILE NUMBER:** \_\_\_\_\_

**APPLICANT NAME:** \_\_\_\_\_

**COVERED PREMISES ADDRESS:** \_\_\_\_\_

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For and in consideration of having been granted a permit to: allow dogs in a public food service establishment located at the Covered Premises, the undersigned, on behalf of the Applicant, hereby agrees to protect and hold harmless the Monroe County Board of County Commissioners, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents (collectively, the 'County') from (i) any claims, actions, or causes of action; (ii) any litigation, administrative, appellate, or other proceedings arising from any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, the County by reason of, or in connection with, any activity of the Applicant, or the Applicant's employees, agents, contractors or other invitees, arising from or in any way related the presence of dogs at the Covered Premises.

The Applicant agrees to hold harmless, indemnify, and defend the County from any and all actions, including litigation, demands, judgments, claims, and losses, penalties, interest, and other expenses resulting therefrom, when such action arises from the presence of dogs at the Covered Premises. The Applicant's obligation to indemnify and hold harmless the County under this Agreement shall not be limited by insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Applicant agrees to pay and provide a legal defense on behalf of the County for all claims subject to this Agreement, both of which will be done only if and when requested by the County. Such payment and defense shall be in addition to any other legal remedy available to the County and shall not be considered its exclusive remedy.

In accordance with Sec. 134-3(c)(6), the undersigned certifies that the Applicant has purchased Commercial General Liability insurance coverage naming the Monroe County Board of County Commissioners as an additional insured, with policy limits of not less than \$1,000,000.00, and that such insurance does not exclude or limit coverage for claims arising from incidents related to or caused by animals. The Applicant agrees that such insurance shall be maintained for the duration of the above-referenced permit and shall not be terminated or cancelled without at least forty-five (45) days written notice to the County.

IN WITNESS WHEREOF, the undersigned represents that they are authorized to act on behalf of the Applicant and bind them to the terms of this to this Hold Harmless and Indemnification Agreement.

/s/: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**State of Florida**        )

**County of Monroe**    )

BEFORE ME, the undersigned authority, on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, personally appeared \_\_\_\_\_, acting as an authorized representative of \_\_\_\_\_, and has acknowledged before me that they have read and agree to the foregoing statement, and is known personally to me, or who produced the following identification:  
\_\_\_\_\_.

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