

# BEACHFRONT CONCESSION APPLICATION

## APPLICATION INFORMATION FOR BEACHFRONT CONCESSION OPERATIONS

All Upland Owner Concessionaire applicants are required to either obtain written City authorization (1) if the concessionaire is an upland owner concessionaire applicant, (2) enter into a contract with the City if the concessionaire is a direct city concessionaire applicant. All concessionaires are required also to obtain (Letter Agreement), City Business Tax Receipt(s), Planning Department design approval, and any other authorization and/or permit required from the City, in addition to meeting any other County, State, or Federal requirements.

All authorizations and/or permits and/or contracts to operate beachfront concessions are being granted on a revocable basis. The City may, for its convenience, and at its sole discretion and without cause, terminate any authorization and/or permit and/or contract at any time by giving thirty (30) days written notice of such termination.

All upland owner concessionaires are subject to an annual upland fee. The annual upland fee for fiscal year 2016/17 consists of **twenty one dollars (\$21.00) per upland unit**, plus annual increases based on the Consumer Price Index (CPI), with a maximum of **fifteen thousand dollars (\$15,000) per upland property**, plus annual increases based on the Consumer Price Index (CPI), and will be required for each Beachfront Concession location, plus any applicable taxes. All taxes receipts and upland fees shall be due and payable prior to October 1<sup>st</sup> of each year thereafter.

City Business Tax Receipts for each type of activity requested and approved must be obtained prior to beginning any Beachfront Concession operations. The available categories and fiscal year 2016/17 fees are listed below. The fees shall be increased annually based on the Consumer Price Index (CPI).

**Beach Equipment ..... \$771.00 per year**

Beach Equipment: beach chairs, chair pads, umbrellas, sun canopies

Waterside Equipment: snorkeling equipment (e.g. masks, fins, snorkels), personal floatation devices (e.g. rafts, donuts, water wings, noodles, boogie board); and miscellaneous beach toys (e.g. beach ball, bucket/shovel/rake, kadima paddles)

**Food and Beverage.....\$771.00 per year**

**Watersport (only for those with existing City channels).....\$771.00 per year**

## APPLICATION REQUIREMENTS

Enclosed herewith is a copy of the most current *Rules and Regulations for Beachfront Concession Operations* and *Application for Beachfront Concession Operations* which must be submitted and approved prior to the operation of any Beachfront Concession. Carefully review the documents and familiarize yourself with their contents.

Please ensure that:

- 1) All required signatures are obtained and notarized.
- 2) Original certificate(s) of insurance is (are) provided.
- 3) Evacuation Plan is fully completed.
- 4) Operational Plan is fully completed, including the number of chairs, equipment, etc. which you are requesting to place on the beach.
- 5) Beachfront Concession Layout (drawing) of your operation, including the dimensions of the beachfront area that you intend to use, is specific.
- 6) All approvals required by the Planning Department (Design Review Process) are provided.
- 7) In the event there is an existing authorized and properly licensed watersport operation and applicant desires to continue operating said service, a new authorization will be subject to the City's entering into a new contract with the Concessionaire and the issuance of all Business Tax Receipts to operate same.

Please submit all applications to:

City of Miami Beach  
Office of Real Estate  
1755 Meridian Avenue, Suite 300  
Miami Beach, Florida 33139

Once your application is reviewed and approved, a contract will be forwarded to you for execution. Once said contract is executed and returned to the City, final authorization will be granted and you may apply for your Business Tax Receipt(s).

Operation of any beachfront business without proper authorization and/or permit, including but not limited to: contracts, business tax receipt(s), insurance, approved evacuation and operation plans, and Planning Department permits and/or authorizations which may be required, will not be permitted.

**ANY BEACHFRONT BUSINESS TO BE OPERATING WITHOUT CITY AUTHORIZATION SHALL BE CONSIDERED TO BE TRESPASSING AND WILL BE REMOVED FROM THE BEACH AND ANY EQUIPMENT WILL BE CONFISCATED AT CONCESSIONAIRE'S SOLE EXPENSE.**

If you have any questions please do not hesitate to contact the Office of Real Estate at (305) 673-7193.

**APPLICATION FOR  
BEACHFRONT CONCESSION OPERATIONS**  
(as amended through May 11, 2016)

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**SECTION 1                    LOCATION OF CONCESSION REQUESTED**

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Address: \_\_\_\_\_

Name of Upland Owner (if any upland owner concessionaire applicant): \_\_\_\_\_

\_\_\_\_\_  
(Name of Hotel, Condominium, Apartment Building, etc.)

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**SECTION 2                    TYPE OF CONCESSION(S) REQUESTED**

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- Food and non-alcoholic beverages (cooking/heating prohibited\*)

*\* Cooking and heating will only be permitted at those facilities/locations where cooking and heating activities were being conducted and possessed a valid/current business tax receipt from the City on September 5, 2001.*

- Beach equipment rentals (beach chairs, chair pads, umbrellas, sun canopies, snorkeling equipment, personal floatation devices and miscellaneous beach toys)

- Watersports

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**SECTION 3                    APPLICANT INFORMATION**

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Name of Concessionaire: \_\_\_\_\_  
(i.e.: Corporation, Partnership, LLC, other)

Name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Principal Business Address: \_\_\_\_\_

Office Telephone No.: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_

Email: \_\_\_\_\_

Authorized Representative Cell Phone Number: \_\_\_\_\_

CHECK ONE:     Corporation                     Partnership                     LLC                     Other

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**SECTION 4 CORPORATE, PARTNERSHIP, LLC OR OTHER ENTITY INFORMATION-  
CONCESSIONAIRE**

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

Date of Organization: \_\_\_\_\_

State of Organization: \_\_\_\_\_

If Foreign, Date of Registration  
with Florida Secretary of State: \_\_\_\_\_

Name of Registered Agent: \_\_\_\_\_

Address of Registered Agent: \_\_\_\_\_

Name of President or Equivalent: \_\_\_\_\_

Name of Vice President or Equivalent: \_\_\_\_\_

Treasurer's Name: \_\_\_\_\_

Board of Directors:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Each document required by Rule 2(a) must be attached.

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**SECTION 5 OPERATOR INFORMATION**

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To be completed only if (1) the applicant seeks approval as an Upland Owner Concessionaire, and (2) the Upland Owner Concessionaire applicant intends to subcontract the Beachfront Concession to a Third Party Concession Operator.

Name of Third Party Concession Operator: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Principal Business Address: \_\_\_\_\_

Office Telephone No.: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_

Email: \_\_\_\_\_

Authorized Representative Cell Phone Number: \_\_\_\_\_

CHECK ONE:  Corporation       Partnership       LLC       Other

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**SECTION 6   RATE AND FEE SCHEDULES FOR UPLAND OWNER CONCESSIONAIRES**

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CONCESSIONAIRE  
ACKNOWLEDGEMENT AND AUTHORIZATION

I have read and understand the attached Rules and Regulations for Beachfront Concession Operations, and agree to abide and be bound by the terms and conditions contained herein. I further understand that as Beachfront Concession Concessionaire, I will be responsible for any financial obligations associated with the, including any required occupational licenses, permits, fees, and/or any fines, penalties, and the satisfaction of any liens, which are imposed related to this Beachfront Concession. Furthermore, I affirm that all of the information I have provided herein is true and correct.

Name of Concessionaire: \_\_\_\_\_  
(Name of Corporation, Partnership, LLC, other)

Signature of Concessionaire's Authorized Representative

By: \_\_\_\_\_

Name and Title of Concessionaire's Authorized Representative:

\_\_\_\_\_  
(please print)

**STATE OF FLORIDA)**

**COUNTY OF MIAMI-DADE)**

The foregoing instrument was sworn to, subscribed, and acknowledged, before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is either personally known to the undersigned authority or has produced \_\_\_\_\_ as identification, and who did/did not take an oath.

\_\_\_\_\_  
(Signature of Notary)

(affix seal here)

**OPERATIONAL PLAN**

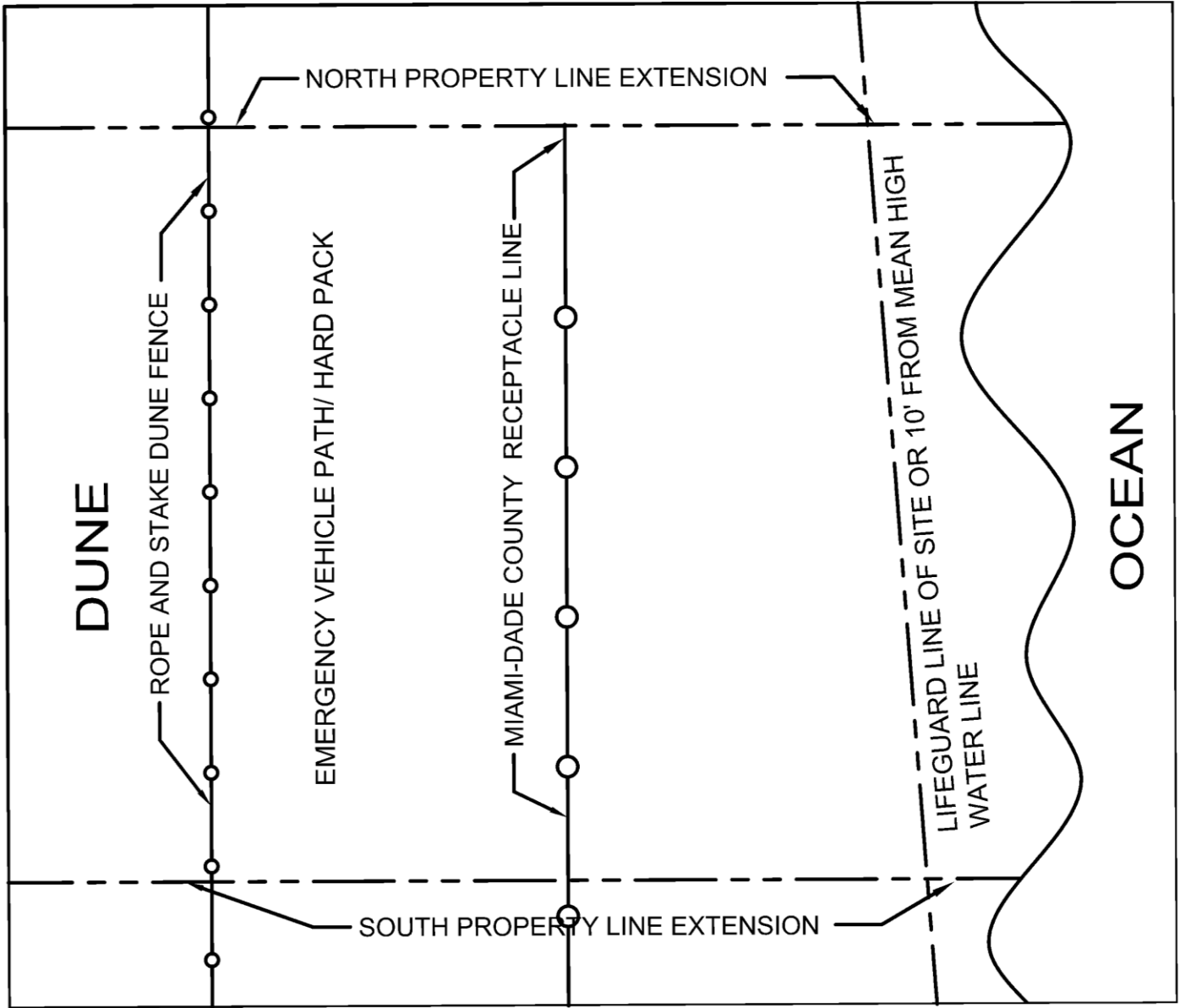
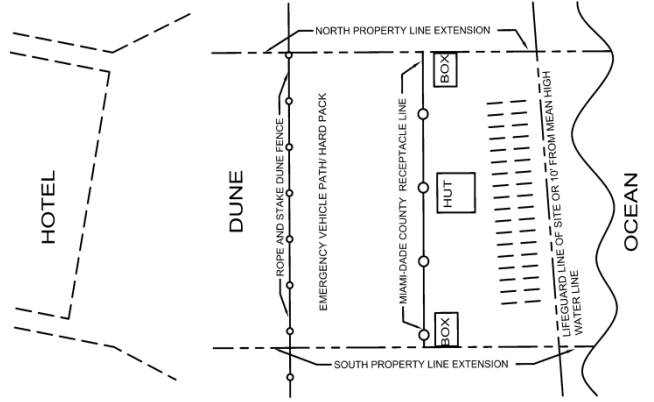
Please describe your proposed operation including specific numbers and types of equipment (attach a photograph, copy of brochures or other descriptive materials for equipment), number of personnel, and hours of operation (NOTE: The concession is to be open and operating seven days a week, weather permitting). If a water recreational concession (only for currently existing locations) is requested, attach a sketch illustrating the placement of the equipment as required in the Rules and Regulations. Information should also include the type and number of beach chairs, type and number of umbrellas, type and number of watercraft, etc.)

**YOUR AUTHORIZATION WILL BE GRANTED EXCLUSIVELY FOR THE ITEMS AND EQUIPMENT LISTED HEREIN. PLEASE BE SPECIFIC.**

	<u>Quantity</u>	<u>Type</u>
<b>Chairs:</b>	_____	_____
<b>Umbrellas:</b>	_____	_____
<b>Cabanas:</b>	_____	_____
<b>Storage Huts:</b>	_____	_____
<b>Storage Boxes:</b>	_____	_____
<b>Food//Beverage Trailers:</b>	_____	_____
<b>Concession Huts:</b>	_____	_____
<b>Other Equipment:</b>	_____	_____
<b>Number of Personnel:</b>	_____	
<b>Hours of Operation:</b>	_____	

# BEACHFRONT CONCESSION LAYOUT

In the space provided below draw the specific number of items and equipment as listed on the Operational Plan. (See sample to the right)





## **EVACUATION PLAN**

Please describe in full detail your evacuation plan in case of a natural disaster such as a hurricane. All your facilities and/or equipment must be off the beach and safely stored at a private, off-site location within one (1) hour's notice given by the City and/or within eight (8) hours of the issuance of a Hurricane Warning by the Miami-Dade County Office of Emergency Management. Identify the storage space, and its location, that you would use in this type of situation.

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**Beachfront Concessionaire  
VEHICLE INFORMATION SHEET**

**Check if no vehicle will be used for this concession**

Specify type of **Motor Vehicle** requested to be used by Concessionaire and if applicable, Third Party Concession Operator (hereafter referred to as Vehicle).

**Vehicle 1:**

Vehicle Type: \_\_\_\_\_

Vehicle Make: \_\_\_\_\_

Vehicle Model: \_\_\_\_\_

Vehicle Year: \_\_\_\_\_

Vehicle Color: \_\_\_\_\_

Vehicle Tag: \_\_\_\_\_

Location of nearest Beach Access Point: \_\_\_\_\_

**Vehicle 2 (If Applicable):**

Vehicle Type: \_\_\_\_\_

Vehicle Make: \_\_\_\_\_

Vehicle Model: \_\_\_\_\_

Vehicle Year: \_\_\_\_\_

Vehicle Color: \_\_\_\_\_

Vehicle Tag: \_\_\_\_\_

Location of nearest Beach Access Point: \_\_\_\_\_

**Vehicle 3 (If Applicable):**

Vehicle Type: \_\_\_\_\_

Vehicle Make: \_\_\_\_\_

Vehicle Model: \_\_\_\_\_

Vehicle Year: \_\_\_\_\_

Vehicle Color: \_\_\_\_\_

Vehicle Tag: \_\_\_\_\_

Location of nearest Beach Access Point: \_\_\_\_\_

**ONLY THE ABOVE IDENTIFIED VEHICLES WILL BE DEEMED APPROVED AND CONCESSIONAIRE SHALL NOT USE ANY ADDITIONAL VEHICLE(S) ON THE BEACH. VIOLATION OF THIS REQUIREMENT MAY RESULT IN THE REVOCATION, SUSPENSION AND/OR TERMINATION OF CONCESSIONAIRE'S AGREEMENT.**

\_\_\_\_\_  
Signature of Authorized Upland Owner's Representative

\_\_\_\_\_  
Date

## Exhibit 4

### SAFE DRIVING AGREEMENT

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(Full Corporate Name of Direct City Concession Operator or  
Upland Owner Concessionaire, or Third Party Concession Operator)

and

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(Full Name of Driver)

The individual named above ("Driver") has been offered employment or continued employment by the company named above ("Concessionaire"). In that employment capacity, Driver's duties, now and/or from time to time in the future, may include driving vehicles on beaches located in the City of Miami Beach, Florida.

Driver hereby accepts, and agrees to comply with, the following rules for his or her driving duties:

- (1) Speed. Motor Vehicles shall not be driven faster than 5 M.P.H.
- (2) Driving Area. Motor Vehicles shall be driven only on the hard-packed sand area (between the dunes and the trash cans).
- (3) Minimal Driving. Driving on the beach shall be kept to a minimum.
- (4) No Driving between Concession Areas. Motor Vehicles shall not be driven from one Concession Area to another.
- (5) Due Care and Caution. Due care and caution must be utilized at all times while driving any Motor Vehicle, and any Trailer attached thereto, on the beach.
- (6) Headlights and Rear Flashers. Prior to entering the beach, and at all times while driving on the beach, the Driver will turn on the Motor Vehicle's headlights and front and rear flashers and the Trailer's rear flashers to the extent that the Motor Vehicle or Trailer is so equipped.
- (7) Windows. Both the passenger and driver's side front windows of the Motor Vehicle (if equipped with windows) shall be rolled down while operating the Motor Vehicle on the beach.
- (8) Limited Area for Driving. All Motor Vehicles, with or without Trailers, shall stay west of the garbage can line on the hard packed sand when travelling north and south, and shall travel only north or south on the beach except to the limited extent necessary for brief periods to deploy, service, or remove anything necessary for the Concessionaire to conduct its operations.
- (9) Cones. During any deployment, service, or removal operation, the Driver will place the Concessionaire-supplied orange cones as follows: at least four cones on the northernmost boundary, and at least four cones on the southernmost boundary, of the projected path (from hard-packed sand to the shore line) of the Motor Vehicle to create a clear non-obstructed path perpendicular to the shoreline, of no less than twenty-five feet (25') in width (when measured from north to south).

(10) Safety Measures during Deployment, Service, or Removal. During any deployment, service, or removal operation, the Driver and a supervising Concessionaire employee must independently inspect the Motor Vehicle's perimeter, surrounding area, and path (once marked) before starting the engine, to assure a clear path of ingress to the shoreline or egress to the hard packed sand and only then, proceed with the respective operation with extreme caution to ensure the safety of all beachfront patrons and persons and property on the beach.

(11) Use of Cell Phones and Other Devices Prohibited. Use of a cellular phone, or any other electronic, electric, or battery-powered device, by the Driver while the Motor Vehicle is in motion is prohibited. The Motor Vehicle's gear shift must be placed in the "park" position and the emergency break engaged prior to any use of a cellular telephone or any other electronic, electric, or battery-powered Device by the Driver.

(12) Both Hands on the Wheel. The Driver shall drive with both hands on the steering wheel at all times.

(13) Personal Vehicles Prohibited. The Driver will not drive any personal vehicle on the beach at any time.

(14) Parking Vehicles and Unattended Vehicles Prohibited. The Driver will not park or leave unattended on the beach any Motor Vehicle or Trailer at any time or for any reason, except that golf carts and ATVs are permitted to park immediately east of the dune for no more than 30 minutes; only during normal business hours of the Concessionaire; and only to the extent that the emergency vehicle path on the hard pack of the beach remains unobstructed.

(15) Valid Chauffeur's or Driver's License. I hold a valid and effective Florida chauffeur's or driver's license (whichever the law may require) which is not now suspended or revoked, and a true copy of which is attached to this Agreement. I will maintain that license continuously in that same status throughout the course of my employment.

(16) Impaired Driving Prohibited. I will not drive any Motor Vehicle while under the influence of alcohol, drugs, or any substance which may impair my ability to drive safely. I will immediately advise the Concessionaire of, and will furnish the Concessionaire with, a hard copy of any ticket, summons, citation, or similar document which alleges any such driving irrespective of when or where it occurs.

(17) Accidents. I will immediately advise the Concessionaire of any accident which occurs, and will furnish the Concessionaire with any requested documents, concerning any accident which occurs (A) while I am driving any Motor Vehicle for the Concessionaire, or (B) while I am driving any vehicle when I am not working for the Concessionaire. I have not been advised of any claim, and I am not a party to any lawsuit, arising out of or relating to either type of accident.

(18) Training Course. I have successfully completed the Concessionaire's one-hour training course on the operation of a Motor Vehicle in compliance with this Safe Driving Agreement. The training included actual operation by me of the type of Motor Vehicle which I am expected to drive.

\_\_\_\_\_  
Date of Driver's Signature

\_\_\_\_\_  
Driver's Signature

\_\_\_\_\_  
Typed or Printed Driver's Name

## CERTIFICATION BY CONCESSIONAIRE

I am the \_\_\_\_\_ of the above-named Concessionaire, and I am authorized by it to execute this Certification on behalf of said Concessionaire. The Concessionaire certifies as follows:

(1) The above Driver has successfully completed our one-hour training course on the operation of a Motor Vehicle in compliance with the above Safe Driving Agreement. The training included actual operation by the Driver of the type of Motor Vehicle which he or she is expected to drive.

(2) The Concessionaire has completed a records check on the Driver and found nothing which indicates any tendency of the Driver to drive unsafely.

\_\_\_\_\_  
Date of Concessionaire's Signature

\_\_\_\_\_  
Typed or Printed Full Corporate Name of  
Concessionaire

By \_\_\_\_\_  
Signature of Concessionaire's Authorized  
Officer or Employee

\_\_\_\_\_  
Typed or Printed Name of Signer

*[copy of Driver's License]*

## Exhibit 5

### BEACH CONCESSION INSURANCE REQUIREMENTS

The following is required by the City of Miami Beach with respect to the beachfront concession operations, pursuant to Rule 4 of the preceding Rules and Regulations for Beachfront Concession Operations:

Each Direct City Concession Operator, Upland Owner Concessionaire, or Third Party Concession Operator shall furnish to the City of Miami Beach Risk Management Department a Certificate of Insurance which complies in all respects with the said Rule 4 and with the following:

1. Commercial General Liability limits \$1,000,000.
2. The City of Miami Beach must be listed as a CERTIFICATE HOLDER as follows:  
  
City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, FL 33139
3. The City of Miami Beach must be named as an ADDITIONAL INSURED.  
The following language must be included under the section of Description of Operations/Locations/Vehicles/Special Items:  
The City of Miami Beach is included as an additional insured with respect to the beachfront concession operations.
4. Worker's Compensation  
Companies that employ more than three (3) employees must provide proof of Worker's Compensation insurance; otherwise, please provide a letter on company letterhead stating that you have three (3) or less employees.
3. All policies must be issued by companies authorized to do business in Florida with a Best Key rating of B+VI or better.
4. Each Certificate of Insurance delivered to the City must contain the following provision: A copy of any notice of cancellation, or of any reduction in scope or amount of coverage, shall be sent to the City of Miami Beach at the same time that it is sent to the named insured.

If you have any questions, please feel free to contact the City of Miami Beach Risk Management Department at (305) 673-7014 or the Office of Real Estate at (305) 673-7193.