



Borough of Red Bank

90 Monmouth Street
Red Bank, NJ 07701

TEMPORARY OUTDOOR BUSINESS EXTENSION

Purpose

The Borough of Red Bank offers business owners the flexibility to temporarily extend their business operation outdoors to provide a focal point for the community and make it more attractive for residents, business, and tourists. Upon approval, business owners may be able to utilize public or private space for outdoor dining, retail, service or special events. Permits may only be issued incidentally with the operation of a properly licensed business as an ancillary use in a zoning district that permits the business.

Instructions

This form may only be completed by the business owner and the property owner as it appears on the deed. If the property is owned by a corporation, the individual signing this form must note the corporation's name as it appears on the deed. (Example: "John Smith Owner of ABC, LLC.") It is recommended that applicants located within the Special Improvement District consult with the Special Improvement District of Red Bank, Inc. (RiverCenter) prior to submitting any application. If private property to be used belongs to another party, the application must be accompanied by an executed Consent Agreement. If public property is to be used, the application must be accompanied by an Indemnification and Hold Harmless Agreement and Certificate of Insurance. Submit the completed form by e-mail to mmoss@redbanknj.org.

☐ Sidewalk Café (4/1- 3/31) ☐ Outdoor Business Extensions (Monday after 2 nd Sunday in May – 9/30)							
Business Name				Business Address			
Business Owner Name				Property Owner			
Telephone Number				E-Mail Address			
Business Type - Food/Beverage				NJ Division of Alcoholic Beverage Control License? ☐ Yes ☐ No			
Extension Location Type ☐ Public Sidewalk ☐ Public Street ☐ Private Sidewalk ☐ Private Property ☐ Private Parking Lot				Extension Location Description (Attach Sketch)			
Existing Establishment Size (Square Foot) _____ Capacity (# People) _____				Proposed Outdoor Extension Size (Square Foot) _____ Capacity (# People) _____			
Temporary Structures/Equipment/Apparatus Description							
TYPE	Tables	Chairs	Benches	Tent	Umbrella	Fence/Barrier	Planters
QUANTITY							
SIZE							

Application Requirements Checklist (To be Completed by Applicant)

- ☐ Completed & Signed Application (Including Extension Plan & Litter Control Plan)
- ☐ Signed Acknowledgement and Acceptance of Outdoor Business Extension Regulations
- ☐ Local Health Department Food Handlers License Number: _____ ☐ Not Applicable
- ☐ NJ Division of Alcoholic Beverage Control License Number: _____ ☐ Not Applicable
- ☐ Property/Business Owner Consent Agreement (For Private Property or Adjacent Public Property) ☐ Not Applicable
- ☐ Public Property Indemnification and Hold Harmless Agreement ☐ Not Applicable
- ☐ Certificate of Insurance ☐ Not Applicable
- ☐ Fees

Annual Application Fee**\$ 100.00****Sidewalk Café**

Extension Sq. Ft. _____ x \$2.00 per sq. ft. = \$ _____

TOTAL:**\$ _____****Seasonal Application Fee****\$ 100.00****Outdoor Business Extension**

Extension Sq. Ft. _____ x \$1.25 per sq. ft. = \$ _____

TOTAL:**\$ _____****Authorization & Attestation**

With my signature below, I attest that each of the above items is true. I accept the permit subject to all conditions set forth in any Ordinance or Resolution heretofore adopted by the Mayor and Council of the Borough of Red Bank. I understand that violations will be enforced by the Borough of Red Bank and my permit may be revoked.

Business Owner Printed Name_____
Business Owner Signature_____
Date**Application Review (To be Completed by Borough of Red Bank)**

Received By: _____ Date: ____/____/____

Forward to Red Bank RiverCenter: _____ Date: ____/____/____

Code Enforcement ☐ Recommend ☐ Deny By: _____ Date: ____/____/____Fire Marshal ☐ Recommend ☐ Deny By: _____ Date: ____/____/____Police Department: ☐ Recommend ☐ Deny By: _____ Date: ____/____/____Administration: ☐ Approved ☐ Deny By: _____ Date: ____/____/____

License Valid From: ____/____/____ Through: ____/____/____

TEMPORARY OUTDOOR BUSINESS EXTENSION REGULATIONS

Temporary outdoor business extension may be established incidentally with the operation of a properly licensed business as an ancillary use in a zoning district that permits the business, provided that issuance of a permit shall not be construed or interpreted to convey any property rights or any estate in land to any person or business. Permits are non-transferable. Applicants located within the Special Improvement District should consult with the Special Improvement District of Red Bank, Inc. prior to submitting any application. Failure to comply with any conditions set forth in any Ordinance or Resolution of the Borough may result in revocation of the permit.

- A. *Limitations on Area.* In no event shall the uses permitted by issuance of permit reduce the portion of any sidewalk customarily used by pedestrians to less than five (5) feet in width. Nothing will be placed within five (5) feet of a fire hydrant, pedestrian crosswalk, or handicapped corner curb cut. The outdoor seating area of the premises may only extend the width of the storefront, unless authorized by the adjacent property owner and business owner. No chairs, tables, or other furnishings shall be located, whether in use or not, within three feet of any curb.
- B. *Electrical/Heating Appliances.* No auxiliary or temporary electrical or heating appliances, devices, or systems shall be utilized or installed for outdoor use unless such devices, appliances, or systems and their use have been installed and approved in accordance with the provisions of the Uniform Construction Code and/or the Uniform Fire Code.
- C. *Operation.* All holders of a permit may begin food and beverage sales/service in the outdoor premises area at 7:00 a.m. and must conclude all food and beverage sales/service in the area and clear the area no later than 10:00 p.m. or 12:00am on Fridays, Saturdays and night before a legal holiday. Such permitted area shall be used for business purposes only during the hours specified herein, and neither before nor after such hours. Outdoor premises may be ordered closed at any time by the Borough, for any reason including, but not limited to, construction, maintenance, public health, safety or welfare, emergencies, public parades, and special events.
- D. *Americans with Disabilities Act.* Any person receiving a permit hereunder agrees to fully comply with all requirements of the Americans with Disabilities Act as currently existing or as may be hereafter amended.
- E. *Divider.* For outdoor premises located on public sidewalks, the area shall be separated from the remaining sidewalk by non-permanent barriers that can be disassembled and removed if necessary. This barrier should be of a simple post and chain construction, with posts of 33-36 inches in height above the surface of the sidewalk. Posts should be spaced no more than four (4) feet apart. The design of the divider must be included in the permit application and shown on the diagram. All tables, chairs, and other furnishings shall be located within the limits of the divider.
- F. *Health and Sanitation.* The business shall keep the area clean, neat, and orderly at all times. The business is responsible for removing all debris and trash from the outdoor premises at all times. Any refuse or trash containers placed upon the sidewalk by the permittee must be emptied daily. The permittee's refuse or trash shall not be placed into a Borough sidewalk refuse or trash container. All food and beverages may be served only in/on a container/dish made of a product that does not easily shatter or break. Glass containers/dishes are prohibited. Tables shall be cleared of all moveable items such as dishes, condiments, and other service items when not occupied. The permittee shall comply with all health and sanitation regulations. Food establishments must be current with kitchen hood cleaning and hood suppression inspections. Applicants must submit a Litter Control Plan, which shall include a description of the number and location of trash receptacles proposed to service the outdoor dining area, and the frequency with which the outdoor dining area will be policed for litter in order to control the accumulation of trash/recycling.
- G. *Furnishings.* Furnishings shall not be secured to lamp posts, streetlights, trees, or any public fixtures. All furnishing shall be removed from the permitted premises from time to time as required by the Borough. Should a severe storm warning be issued, all outdoor furniture shall be removed from the outdoor premises. At closing each

day/evening all items used for seating to include umbrellas, chairs, tables, stations, etc. within the outdoor premises shall be removed or positioned as close as possible to the building until the next day's use. The permittee assumes all responsibility for any personal property left upon the sidewalk. The Borough is not responsible for any items left outside of the business premises. Furnishings shall be removed during snow fall and when sidewalks are snow-covered to facilitate snow removal.

- (1) *Tables and Chairs.* Tables and chairs shall match and be made of safe, sturdy, and durable material. All furniture shall be commercial grade and manufactured for outdoor use. White plastic or PVC furniture shall be prohibited.
- (2) *Umbrellas.* Each table may be equipped with one umbrella and shall be maintained in good, clean, and operable condition. Table umbrellas shall have no signs or advertisements on them, be completely contained within the outdoor area, even when fully extended, and shall maintain a clearance of not less than seven feet for the fabric and not less than eight feet for any frame or rigid material. All umbrellas must have a mobile base.
- (3) *Signs.* Any signs must be kept within the outdoor premises and are subject to sign permit approval. All such signs must comply with Borough code.
- (4) *Equipment.* All kitchen equipment and refuse containers used to service the outdoor premises shall be located inside the primary business.

H. *Alcohol.* Only a properly permitted business, which holds a valid alcohol license for consumption on the premises, or with an extension of premises license, from the NJ Division of Alcoholic Beverage Control, may serve alcohol to customers in the outdoor premises, subject to the following restrictions:

- (1) Alcohol may only be served in the outdoor premises during the hours allowed under the Borough's ordinance for service.
- (2) Patrons may not be in possession of more than one alcoholic beverage.
- (3) Patrons may not remove alcohol from the premises. The area enclosed for the outdoor premises shall be considered part of the premises for the purposes of consumption of alcoholic beverages.

I. *Smoking.* Patrons shall not be allowed to smoke within the outdoor premises.

J. *Sound.* Music, live or recorded, or other amplified sound shall be allowed within the outdoor premises, provided it does not violate the Borough's ordinances related to noise.

Acknowledgement & Acceptance

With my signature below, I acknowledge and attest that I received a copy of the Borough of Red Bank Temporary Outdoor Business Extension Regulations. I understand and I agree that I will comply with all of these provisions. I accept the permit subject to all conditions set forth in any Ordinance or Resolution heretofore adopted by the Mayor and Council of the Borough of Red Bank. I understand that violations will be enforced by the Borough of Red Bank and my permit may be revoked.

Business Owner Printed Name

Business Owner Signature

Date

TEMPORARY OUTDOOR BUSINESS EXTENSION
PROPERTY OWNER CONSENT AGREEMENT

This Agreement made this _____ day of _____, 20____ between

(Outdoor Business Operator) and
(Property / Business Owner).

Whereas, the Outdoor Business Operator located at:

_____ has requested permission to temporarily extend their business outdoors in front of another private property or to utilize the public right of way of the adjacent property located at _____.

NOW, THEREFORE, the parties agree as follows: The Property Owner agrees to the location of the Outdoor Business Extension in front of the property on condition that the Outdoor Business Operator (1) indemnifies and holds the Property Owner harmless for all activities related to the outdoor business extension and (2) maintains the required insurance for the operation of an outdoor business at both locations.

ATTEST or WITNESS

OUTDOOR BUSINESS OPERATOR

ATTEST or WITNESS

PROPERTY / BUSINESS OWNER

INDEMNITY AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____, by and between the Borough of Red Bank (the Borough), County of Monmouth located at 90 Monmouth Street, Red Bank, New Jersey and:

_____, whose address is _____;

WHEREAS, _____ seeks permission from the Borough of Red Bank to:

WHEREAS, the Borough of Red Bank has reviewed the request as set forth above and approves same, subject to the following conditions:

A. _____ hereby agrees to defend, indemnify and hold the Borough of Red Bank harmless from any and all damage resulting from the granting of this request, including, but not limited to, property damage and/or personal injury, to themselves and/or third parties, and hereby releases, waives and forever discharges the said Borough, its servants, agents and employees from all such claims. Nothing herein shall be interpreted as obligating _____ to indemnify the Borough against its sole negligence or willful misconduct.

B. Should _____ fail to defend and/or indemnify and save harmless, then, in such case, the Borough of Red Bank shall have full rights to defend, pay or settle the claim on its own behalf without notice to _____ for all fees, costs, and payments made or agreed to be paid to discharge the claim. The Borough of Red Bank shall then have the right to commence a lawsuit against _____ to recover all fees, costs and payments paid by the Borough of Red Bank to discharge the claim. _____ agrees to pay all reasonable attorneys' fees necessary to enforce the indemnification.

C. _____ agrees to provide the Borough of Red Bank with a Certificate of Insurance which Certificate shall contain the following language:

"The Borough, its Governing Body, officers, employees, agents and servants are included as additional insured under the general liability policy of _____."

Said Certificate shall be in a coverage amount of not less than one million (\$1,000,000.00) dollars including bodily injury and property damage.

D. IT IS UNDERSTOOD AND AGREED THAT NO ENTRY ONTO BOROUGH PROPERTY FOR THE PURPOSE(S) OUTLINED HEREIN SHALL BE UNDERTAKEN UNTIL THIS AGREEMENT IS SIGNED, AND THE CERTIFICATE OF INSURANCE IS PROVIDED AND APPROVED BY THE BOROUGH.

E. This Agreement will be unlimited as to amount or duration, and it will be binding on and insure to the benefit of the parties, their successors, assigns and personal agents and representatives.

ATTEST:

Print Name

Print Name

Signature

Signature

Date

Date