



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 pborghe@redbanknj.org.

Business Name				Business Address			
Business Owner Name				Property Owner			
Telephone Number				E-Mail Address			
Business Type <input type="checkbox"/> Food/Beverage <input type="checkbox"/> Retail <input type="checkbox"/> Service <input type="checkbox"/> Other				NJ Division of Alcoholic Beverage Control License? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Extension Location Type <input type="checkbox"/> Public Sidewalk <input type="checkbox"/> Public Street <input type="checkbox"/> Public Park <input type="checkbox"/> Private Sidewalk <input type="checkbox"/> Private Property <input type="checkbox"/> 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							

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. The 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. 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. Failure to comply with any conditions set forth in any Ordinance or Resolution of the Borough of Red Bank may result in revocation of the permit.

1. 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. No chairs, tables, or other furnishings shall be located, whether in use or not, within three feet of any curb.

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.

The permit application shall include a plan showing the location of the outdoor premises the applicant is seeking permission to occupy in relation to the surrounding buildings, streets, and sidewalks, along with the location of all furnishings to be placed in the area. The diagram shall identify the perimeter area, the dimensions of the area, the distance from perimeter to curb or nearest obstacle, number and placement of furnishes, and the design and materials of the required divider. The plan shall also include but not be limited to, confirmation of the number of existing, approved tables/seats, a depiction of all aisles, routes of ingress and egress, clearances/distances between tables, an illustration, rendering, and/or photograph of all proposed furniture, umbrellas, and trash receptacles, etc. If applicable, the application shall also include a brief written narrative describing the proposed method of serving food and beverages in the newly proposed areas. The applicant should also include how the proposed plan conforms to all safety and precautionary measures relating to social distancing and COVID-19 related issues.

2. Operation. All holders of a permit may begin food and beverage sales/service in the outdoor premises area at 8:00 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. from Sunday to Thursday and no later than 11:00 p.m. on Fridays and Saturdays. 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. Where exigent circumstances exist and a police officer or other authorized officer or employee of the Borough gives notice to a licensee to temporarily move from a location or suspend outdoor premises operations, such licensee shall comply with the notice. Exigent circumstances shall include, but not be limited to, unusually heavy pedestrian or vehicular traffic, the existence of any obstructions in the public space at or near such locations, a parade, a demonstration, or any other such event or occurrence at or near such location.
3. 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.

4. 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 and shown on the diagram.
5. 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.
6. 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.
 - a. 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.
 - b. 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.
 - c. 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.
 - d. All kitchen equipment and refuse containers used to service the outdoor premises shall be located inside the primary business.
7. 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:
 - a. Alcohol may only be served in the outdoor premises during the hours allowed under the Borough's ordinance for service.
 - b. Patrons may not be in possession of more than one alcoholic beverage.
 - c. 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.

8. Smoking. Patrons shall not be allowed to smoke within the outdoor premises.
9. 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 Owner).

Whereas, the Outdoor Business Operator located at _____
_____ has requested permission to temporarily
extend their business outdoors in front of the Owner's 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 OWNER



Borough of Red Bank

90 Monmouth Street
Red Bank, NJ 07701

INDEMNITY AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT made this _____ day of _____, _____, by and between the Borough of Red Bank, 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 of Red Bank, 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