



# Private Use of Right-of-Way Permit Application

(Private Use of Public Streets, Parking in Public Rights-of-Way)

**NOTE: Required with application submittal: Liability insurance, hold harmless agreements, and real survey or a drawing or sketch of the property with dimensions including adjacent or abutting structures, landmarks, etc. All permits must conform to that as set forth in Resolution 18-20**

Applicant: \_\_\_\_\_

STRAP # \_\_\_\_\_

Property Owner (if different from Applicant): \_\_\_\_\_

Phone: \_\_\_\_\_

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

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

**(All approved Private Use of Right-of-Way License Requests must be picked up by Applicant)**

Abutting Strap Number: \_\_\_\_\_

Abutting Zoning Districts: \_\_\_\_\_

**Total square footage of right-of-way requested to be used: \_\_\_\_\_.**

(A standard parking space is 162 square feet = measured 9 x 18 feet)

\_\_\_\_\_  
Signature of Applicant Date

\_\_\_\_\_  
Signature of Owner (if different from Applicant ) Date



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## HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

\_\_\_\_\_ (Applicant) assumes all risks in the operation and maintenance of the permitted area during the term of the permitted use. Applicant is solely and accepts that it is solely responsible and answerable for any and all accidents or injuries to persons or property arising out of or caused pursuant to Applicant's use of the permitted area. Applicant agrees to maintain the permitted area in good repair and in a neat and clean condition. Applicant agrees to follow all state, federal and local laws and ordinances relating to the use of the permitted area during the term of the permit.

\_\_\_\_\_ (Applicant) agrees to defend, indemnify and forever hold the Town of Fort Myers Beach, Florida, its officers, agents, officials and or employees from all claims, for any loss, damage or injury of any kind or character whatsoever without limitation, including reasonable attorney's fees, sustained by any person or property whatsoever kind and or nature, whether direct or indirect, as a result and in relation with the use of the permitted area; including, but not limited to, the defense of any claim and any and all costs in any judicial or quasi-judicial proceedings and for any and all damages or penalties of any kind or nature.

\_\_\_\_\_ (Applicant) agrees to vacate the permitted area after reasonable notice to allow the Town or any Town-authorized contractor to make repairs within the permitted area; or, utilities located within the permitted area. Applicant agrees to hold the Town harmless for any disruption, loss or termination of business during the repair period.

\_\_\_\_\_ (Applicant) agrees that it has obtained any required insurance and has listed the Town of Fort Myers Beach, Florida as an additional insured on said policy and that a certificate of endorsement has been made a part of said insurance policy. A copy of the Certificate of Insurance will be given to Town upon the Town's request. The Town intends that said insurance shall provide a source, in addition to the Applicant, from which the Town may seek payment of the Applicant's liability for both its own negligence, as well as actual or alleged negligence of the Town and or the cost to the Town of defending any such claims.

APPLICANT ACKNOWLEDGES THAT THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT HAS BEEN READ AND IS UNDERSTOOD FOR ITS CONTENTS AND SIGNING THIS DOCUMENT IS A FREE ACT.

Applicant agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of Florida and that if any portion thereof is held invalid, it is agreed that the balance with continue, notwithstanding, in full force and effect.

I, \_\_\_\_\_ (Property Owner), hereby certify that

\_\_\_\_\_ is my authorized agent/representative of the property described herein. All answers to the questions in this registration and any supplementary information attached to and made part of this registration is honest and true.

\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Typed or printed name of Property Owner



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STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was certified and subscribed before me by means of

\_\_\_\_\_ physical presence OR \_\_\_\_\_online notarization, this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_,

by \_\_\_\_\_, \_\_\_\_\_ who is personally known to me

OR \_\_\_\_\_ who has produced \_\_\_\_\_ as identification.

(SEAL)

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



**This page is required for ALL Building Permit Applications  
ACKNOWLEDGEMENT OF TOWN OF FORT MYERS BEACH REGULATIONS BY THE QUALIFIER**

**NOTICE OF ADDITIONAL RESTRICTIONS:** In addition to the requirements of this permit, there may be additional restrictions applicable to this property that maybe found in the public records of this County, and there may be additional permits required from other governmental entities such as the Water Management District, State agencies, or Federal agencies.

**WARNING OF WORK IN THE COUNTY RIGHT-OF-WAYS:** This permit does not authorize construction or installation of any structure or utility, above or below ground, within any right of way or easement reserved for access, drainage or utility purposes. This restriction specifically prohibits fencing, sprinkler systems, landscaping other than sod, signs, water, sewer, cable and drainage work therein. If such improvements are necessary, a separate permit for that purpose must be obtained from the Building Department.

**INSPECTIONS:** This permit is void if the first inspection is not made within six (6) months from the date issued or if no inspection has been made for a period of six (6) months from the most recently passed inspection. The permit is void if the zoning classification is violated. Applicant agrees to comply with the sanitary regulations and understands that the proposed structure may not be used or occupied until an approved certificate of occupancy is issued. Applicant further understands that failure to obtain permit or misrepresentation of the improvements is a misdemeanor and upon conviction, applicant can be punished as provided by the law. Failure to comply with the mechanics lien law can result in the property owner paying twice for improvements

**NOTICE OF CLEARING RESTRICTIONS:** Issuance of a Demolition Permit for a structure does not authorize removal of vegetation beyond the footprint of the structure. A Demo Permit is not a clearing permit.

**WORK IN THE SPECIAL FLOOD HAZARD AREA:** Be advised that Substantial Damage/Substantial Improvement requirements will apply to structures located in the Special Flood Hazard Area with Finished Floor Elevations below the Base Flood Elevation.

**CERTIFICATION:** Application is hereby made to obtain a permit to do the work and installations as indicated. I, THE QUALIFIER, certify that I have not performed any work or installation prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. The permit or application fee may have additional fees imposed for failing to obtain permits prior to commencement of construction. The permit application or approved permit expires if work is not commenced within 180 days from the date of issuance. I, THE QUALIFIER understand that the structure cannot be used or occupied until a certificate of occupancy is issued. By signing this permit application, I, THE QUALIFIER, agree that I have been retained by the property owner to provide contracting services for the trade for which I am listed. Furthermore, it is my responsibility to notify the Building Plan Review and Inspection Division should I no longer be THE QUALIFIER responsible for providing said contracting services. I, THE QUALIFIER, agree that I understand the review and issuing of this permit does not exempt me from complying with all County Codes and Ordinances.

**Job Street Address:** \_\_\_\_\_

I, \_\_\_\_\_ (Qualifier ), hereby certify that

\_\_\_\_\_ is my authorized agent/representative of the property described herein. All answers to the questions in this registration and any supplementary information attached to and made part of this registration is honest and true.

\_\_\_\_\_  
Signature of Qualifier

\_\_\_\_\_  
Typed or printed name of Qualifier

**STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_**

The foregoing instrument was certified and subscribed before me by means of \_\_ physical presence  
OR online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_ who is  
personally known to me OR \_\_ who has produced \_\_\_\_\_ as identification.

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

(SEAL)



#### **NOTICE OF COMMENCEMENT INFORMATION**

Per Florida Statutes 713.135 a Notice of Commencement (NOC) is required for construction of improvements totaling more than \$2,500, with certain exceptions. For A/C Repairs or Replacements a notice of commencement is required for improvements more than or equal to \$7,500. The applicant shall file with the issuing authority prior to the first inspection either a certified copy of the recorded NOC or a notarized statement that the NOC has been filed for recording, along with a copy thereof. In order to comply with the state requirement, permits will be placed in inspection hold until proof of the NOC is filed with the building permitting and inspection department. The issuing authority shall not perform or approve subsequent inspections until the applicant files by mail, facsimile, hand delivery, email or any other means such as certified copy with the issuing authority

**WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.**