



Permit # \_\_\_\_\_

Date: \_\_\_\_\_

## TOWN OF CAROLINA BEACH

1121 N. Lake Park Boulevard  
Carolina Beach, North Carolina 28428  
Tel (910)458-2978 or Fax (910)458-2997

# Boardwalk Deliveries Permit Application

Utilize the Public area of the Boardwalk/Sidewalk for Business Operation & Deliveries for the current year.

Project Location: \_\_\_\_\_

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

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

Business Phone #: \_\_\_\_\_

Business Owner Name: \_\_\_\_\_

Business Owner Address: \_\_\_\_\_

Business Owner Email & Telephone #: \_\_\_\_\_ / \_\_\_\_\_

**Delivery hours are limited to 30 minutes to park in the boardwalk area with the following times:**

- May 1<sup>st</sup> – September 30<sup>th</sup> from 2:00am-10:30am
- October 1<sup>st</sup> – April 30<sup>th</sup> delivery hours are from 12:00am-11:00am

**The following shall be submitted with the application**

- Submit a Route: A map depicting the proposed method from the street to the business.
- Safety Plan: Plan for safety and security of pedestrians:
- Sign attached liability and acknowledgement

### Fee: Annual Permit

**Business Deliveries - \$20.00**

**Construction Deliveries – Fee included with Building Permit**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Release of liability and acknowledging all responsibility to cover the cost of repairing any damage or alterations resulting from any operation that occurs in the boardwalk area**

**TOWN OF CAROLINA BEACH:  
Operating on the sidewalk area of the boardwalk**

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**(Name and Address of Establishment)**

\_\_\_\_\_ (hereinafter referred to as "Applicant"), and in consideration of the issuance of the permit herein applied for, Applicant hereby agrees as follows:

To the fullest extent permitted by law, the Applicant shall release, indemnify, keep and save harmless the Town, its agents, officials and employees from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the Town or third persons, and to all property proximately caused by, incident to, resulting from, arising out of or occurring in connection with the Applicant's use or occupancy of the Town's sidewalks or pedestrian ways as may be permitted pursuant to this application (or by any person acting for the Applicant or for whom the Applicant is alleged to be in any way responsible), whether such claim is based in whole or in part on contract, tort (including alleged or active or passive negligence or participation in the wrong) or upon an alleged breach of any duty or obligation on the part of the Town, its agents, officials or employees.

The provisions of this agreement shall include any claims for equitable relief or for damages (compensatory or punitive) against the Town, its agents, officials and employees, including alleged injury to the business of any claimant, and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the Town, its agents, officials and employees, in connection with investigating any claim or defending any action, and shall also include reasonable attorney's fees by reason of the assertion of any such claim against the Town, its agents, officials or employees.

By executing this release and indemnity, Applicant expressly accepts those portions of the Town's sidewalks or pedestrian ways to be used in the operation of deliveries or business operation. Applicant agrees to cover cost of repairing any damage or alterations resulting from any operation that occur in the boardwalk area. Damages or alterations are subject to fines and/or shall be addressed prior to the issuance of a Certificate of Occupancy.

This the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Name of Applicant)

\_\_\_\_\_  
(Notary Public)

(SEAL)

My commission expires: \_\_\_\_\_