

**CITY OF HALLANDALE BEACH  
RULES AND REGULATIONS FOR  
BEACHFRONT CHAIR SERVICE OPERATIONS**



**THE FOLLOWING RULES AND REGULATIONS (RULES) SHALL APPLY TO BEACHFRONT CHAIR SERVICE OPERATIONS WITHIN THE CITY OF HALLANDALE BEACH (CITY):**

**DEFINITIONS**

*Beach Chairs or Beach Equipment* — Used interchangeably, includes chairs umbrellas, tables and storage containers.

*Beachfront Chair Service Operation* – Providing Beach Equipment to beach patrons. The category is limited to operations storing equipment on the beach or attempting to set up furniture on the beach prior to a request from a beach patron (pre-setting) falls within this definition

*Concessionaire:* Any Upland Property (should the property be directly providing the service), or Upland Property's Third-Party Operator, authorized to operate a Beachfront Chair Service.

*Courtesy Chair Service:* Beachfront Chair Service Operation providing beach furniture as part of a yearly fee or complimentary service to an Upland Property's residents or guests. A service charging a per-use fee is excluded from the definition of a Courtesy Chair Service and is not permissible pursuant to a Courtesy Chair Service Permit.

*Level 1 Courtesy Chair Service Permit:* A limited license that is issued to an Upland Property by the CITY, which authorizes the operation of a Courtesy Chair Service and the placement of such beach equipment in a designated location on the public beach, with authorization to store equipment and/or preset, solely for the residents or guests of the Upland Property and strictly in accordance with specified rules and conditions.

*Level 2 Courtesy Chair Service Permit:* A limited license that is issued to an Upland Property by the CITY, which authorizes the operation of a Courtesy Chair Service and the placement of such beach equipment in a designated location on the public beach, without authorization to store equipment and/or preset, solely for the residents or guests of the Upland Property and strictly in accordance with specified rules and conditions.

*Emergency Response Path* — The beach area located eastward of the upland property line for the purpose of providing access for emergency response personnel and enforcement.

*Facilities and Furnishings:* Storage Boxes, chairs, umbrellas, sand chairs, equipment, trash receptacles approved for use in the Beachfront Chair Service.

*Field Supervisor:* A CITY Code Compliance Officer, Park Ranger, Police Officer or the Park Supervisor.  
*Placement Area:* The area(s) approved for Beachfront Chair Service through an approved Permit or Agreement.

*Preset:* Placement of beach chairs and/or equipment in anticipation of their use but prior to the request for use by a beach patron.

*Public Beach* — The coastal area lying east of the private property line of the properties on the East side of Ocean Drive.

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*Public/ Retail Chair Service:* Beachfront Chair Service for the general public at a per-use charge or fee to the user.

*Storage* — The stacking of equipment upon the public beach during the day or overnight.

*Storage Area:* The area(s) approved for Beachfront Chair Services Operation storage through an approved Level 1 Permit or Agreement.

*Storage Box:* An approved container sized no more than eight feet wide by four feet deep by four feet tall (8'x4'x4') used to store Beachfront Chair Services facilities and furnishings.

*Third-Party Operator:* A provider of Courtesy Chair Services who has been subcontracted by an Upland Property.

*Upland Property:* The lot of land adjacent to, and immediately westward of, the public beach.

*Upland Property Owner or Owner:* The authorized representative of the legal owner(s) of the Upland Property. An association or other entity may be authorized to act as representative for all owners of an Upland Property, but must certify that it has obtained the legal authorization to act on behalf of and bind all owners of the Upland Property. An application will only be accepted from a single owner/representative authorized to act on behalf of all owners of the Upland Property.

## **1) GENERAL CONDITIONS FOR COURTESY CHAIR OPERATIONS**

All Courtesy Chair Service Operations require a valid Courtesy Chair Permit. Any Courtesy Chair Service Permit granted shall not be construed to vest any additional rights upon the Upland Property nor the Concessionaire that do not otherwise exist, except for the privilege of temporary use of the beachfront in accordance with the conditions and requirements set forth in these RULES and all other applicable CITY, County, State, and Federal laws. Owners and Concessionaires are hereby notified that all beaches within the CITY are public and, as such, chair services must not restrict, or appear to restrict, access or in any way limit the public nature or ambiance of the beachfront.

Applications to the CITY for a Courtesy Chair Service Permit require the Upland Property Owner and their Third-Party Operator(s), if any, to provide the CITY with written acknowledgment of their understanding of, and agreement to abide by, these RULES. A current and valid Courtesy Chair Permit may be not transferred to another Upland Property Owner nor utilized by a Concessionaire other than the one specified in the application. Changes to the Upland Property Owner or Concessionaire automatically terminate the permit and require approval of a new application. The Upland Property Owner shall remain responsible to the CITY for the performance of Courtesy Chair Operations pursuant to the terms of its permit and the terms and conditions of the Beachfront Operation RULES, as may be amended from time to time.

The application must be accompanied by a report from the Florida Secretary of State, if Florida is the state of incorporation or, in the case of a foreign corporation, such document issued by the Secretary of State in which the proposed Concessionaire is organized, reflecting that the Concessionaire is authorized to transact business in the State of Florida. Each such document must be dated not more than thirty (30) days before the submission of the application and must reflect that the Concessionaire is in good standing.

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The application is not complete and will not be considered by the CITY if any of the CITY's application requirements are not satisfied. The CITY reserves the right, before considering any application, to require that any documentation or information be updated, expanded, and resubmitted if it is deemed necessary by the CITY to clarify and /or to confirm any such documentation or information.

The application must be signed by such officer or representative with authority to sign the application. Applicants agree to comply with all of the following requirements and other terms and conditions contained herein:

- A. All Owners and/or Concessionaires are required to post in a conspicuous location for all to read a sign approved by the CITY which advises that the Beach is Open to the Public as well as a sign providing the contact information for the Concessionaire.
- B. The Placement Area designated as part of the Permit in no way entitles the Concessionaire nor the Upland Property Owner to limit the use of that area by members of the general public that are not utilizing the chair service.
- C. The CITY has no responsibility for any lost, stolen, or damaged property belonging to an Upland Property or Concessionaire.
- D. Permit holders are responsible for any damage caused to any CITY owned property and/or the beachfront during the time of usage of said areas.
- E. As part of the application, Applicant must submit a Safety and Evacuation Plan to the CITY for the prompt removal from the beach of all Facilities and Furnishings. The plan shall be implemented within one (1) hour of notification by appropriate CITY authorities and within eight (8) Hours of the issuance of a Hurricane Warning, tropical storm and/or declaration of emergency by the Broward County Office of Emergency Management. This plan must be submitted to the CITY for approval and updated annually. Each Concessionaire shall conduct a drill once per year, at the CITY's discretion, prior to hurricane season, to remove all its Facilities and Furnishings from the beach.
- F. The CITY reserves the right to amend these RULES with ten (10) days notice to permit holders. Said amendments shall be binding on all Upland Property Owners, Concessionaires, Permits and Agreements.
- G. The CITY reserves the right to all Public or Retail Chair service on the beach. Concessionaires operating pursuant to a Courtesy Chair Permit shall not offer nor engage in Public/Retail Chair Service.

**2) BUSINESS TAX RECEIPTS AND FEES**

- A. A CITY Business Tax Receipt (valid from October 1 through September 30 of the following year) may be required for Concessionaires. The issuance of a Business Tax Receipt by the CITY is conditioned upon, and subject to, compliance with these RULES, as amended from time to time. Said Business Tax Receipt(s) shall be considered null and void if the CITY withdraws, discontinues, or otherwise revokes the authorization granted to the Concessionaire to operate a

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Beachfront Equipment Operation.

- B. To maintain a Courtesy Chair Permit, an Upland Property Owner shall pay an annual fee as determined by the City Commission. The fee is subject to change.

**2024-2025 FEES**

<b>Level 1 Application Fee:</b>	<b>\$1,000</b>
<b>Level 2 Application Fee:</b>	<b>\$ 500</b>
<b>Per Unit Annual Fee:</b>	<b>\$ 5</b>

- C. Fees shall be due and payable prior to the CITY's granting authorization for a Courtesy Chair Service, and again prior to October 1 of each year. The fee for the first year, if a partial year, shall be pro-rated.

**3) INSURANCE**

- A. Every Concessionaire will furnish to the CITY a Certificate of Liability Insurance, in customary form and substance, evidencing compliance with those requirements and furnish to the CITY a renewal Certificate of Insurance, in customary form and substance, evidencing compliance with these requirements at least 15 days before:
  - i. The expiration of a current Certificate of Insurance
  - ii. The effective date of any cancellation of the Insurance.
- B. Every Concessionaire must maintain the following required insurance coverage at all times:
  - i. **Commercial General Liability** Concessionaire agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
  - ii. **Worker's Compensation Insurance & Employers Liability** Concessionaire agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.
- C. Additional Insured: Concessionaire agrees to endorse City as an Additional Insured with a CG 2026 07 04 Additional Insured – Designated Person or Organization endorsement or CG 2010 19 01 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization or CG 2010 07 04 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or organization in combination with CO 2037 07 04 Additional Insured - Owners. Lessees Contractors- Completed Operations, or similar endorsements, to the Commercial General Liability. The Additional Insured shall read "City of Hallandale Beach.
- D. Waiver of Subrogation: By applying for this Courtesy Chair Service Permit, Concessionaire agrees

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to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Concessionaire to enter into an pre-loss agreement to waive subrogation without an endorsement, then Concessionaire agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Concessionaire enter into such an agreement on a pre-loss basis.

- E. Certificate(s) of Insurance: Concessionaire agrees to provide City with a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal coverage.

The Certificate Holder address shall read:

City of Hallandale Beach  
Risk Manager  
400 South Federal Highway  
Halladale Beach, FL 33009

- G. Umbrella or Excess Liability. Concessionaire may satisfy the minimum liability limits required above for Commercial General Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for Commercial General Liability. Concessionaire agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- H. Right to Revise or Reject Insurance. City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.
- I. All policies must be issued by companies authorized to do business in Florida with a Best Key rating of A-VI or better. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.
- J. 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 at the same time that it is sent to the named insured.
- K. CITY reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein.

**4) BEACHFRONT EQUIPMENT LAYOUT**

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- A. The Placement Area will be determined by the City, taking into account the necessary access-ways, natural characteristics and line-of-site requirements and will not exceed the frontage directly abutting the Upland Property. The beach is not uniform and no two placement areas are expected to be comparable.
- B. The maximum number of furnishings that may be stored within the placement area will be a specific number agreed to in writing by the CITY and taking into account the available space in the placement area, the necessary access-ways, natural characteristics and line-of-site requirements
- C. Each Concessionaire shall comply with the approved Beachfront Equipment layout which sets forth the Placement Area of the Chair Service and shall stay within the Placement Area. The Concessionaire shall not be allowed to place Facilities or Furnishings anywhere outside of the Placement Area. The Concessionaire shall not permit patrons to place any chairs, umbrellas, or any other items/equipment belonging to the Concessionaire outside of the Placement Area.
- D. If included as part of the approved Beachfront Equipment Layout, Concessionaires shall place, one (1) approved Storage Box at the southwest corner of the Placement Area and one (1) Storage Box at the northwest corner of the Placement Area, as a means of identifying said boundaries of the Placement Area.
- E. From November 1<sup>st</sup> through the end of February, the Placement Area shall only be set up after the CITY has completed its beach cleaning operations and removed no later than sunset. During Turtle Nesting Season, from March 1<sup>st</sup> through October 31<sup>st</sup>, Concessionaires must wait until Broward County has conducted its morning turtle nesting survey and the CITY has completed its beach cleaning operations, before commencing set up, and remove the furnishings no later than sunset.
- F. The Concessionaire shall post approved signage which state "BEACH OPEN TO THE PUBLIC" on all approved Storage Boxes as well as a plaque measuring four inches by six inches (4" x 6"), identifying the Concessionaire's name, address, and contact information (phone, email, etc).
- G. All Concessionaires shall post approved warning signage at their Welcome Station(s) warning beachgoers of inherent dangers of the ocean in order to minimize their liability to people who get injured in the water. The required language appears below.

**BEACH SAFETY RULES**  
**FOR YOUR OWN SAFETY IT IS REQUIRED**

**THAT YOU UNDERSTAND AND TAKE HEED OF THE FOLLOWING:**

*DUE TO THE INHERENT DANGER OF CONSTANTLY CHANGING OCEAN, SURF CONDITIONS AND WEATHER, PLEASE BE ADVISED THAT WHEN ENTERING THE OCEAN, THERE ARE NATURALLY OCCURRING, UNCONTROLLABLE CONDITIONS, AS WELL AS INHERENT RISKS WHICH COULD PHYSICALLY HARM YOU (AND POSSIBLY CAUSE DEATH), SUCH AS WIND, WEATHER, WAVE, SURF, AND WATER CONDITIONS, AS WELL AS, AMONG OTHER THINGS, SANDBARS, SEA LIFE, RED TIDE, GLASS, AND SUBMERGED ARTICLES, NONE OF WHICH CAN BE CONTROLLED.*

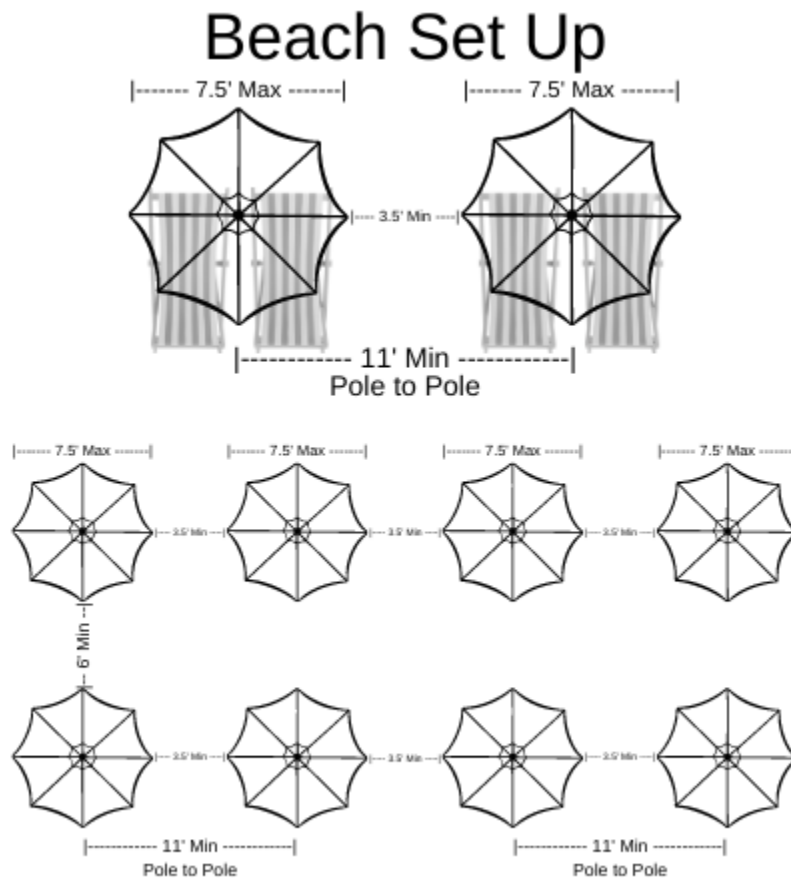
- H. The Concessionaire shall post the following items in a visible location when operating: 1) a copy of





the Business Tax Receipt if applicable, and 2) a copy of these RULES.

- I. Placement Areas shall be kept neat, clean, and well maintained at all times. The Placement Area and Chair Service operation must be aesthetically pleasing and non-detrimental to the surrounding environment. Any graffiti shall be removed or re-painted with matching paint within twenty-four (24) hours. Beachfront Storage Areas will be inspected regularly. The permit holder shall be issued a notice of violation if they are found to be in need of repair, maintenance, or replacement.
- J. Concessionaire will be allowed to preset up to fifty percent (50%) of their approved maximum furnishings count.
- K. Furniture shall be placed as indicated in the diagram below. Beach Umbrellas Poles shall be placed a minimum distance of eleven feet (11') apart. One chair may be placed on either side of each beach umbrella pole. Furnishings shall be placed in straight rows, of equal length, from North to South within the approved Placement Area. Furniture will be placed to allow clear access isles, running perpendicular to the shoreline, a minimum of six feet (6') wide, for every fifty feet (50') of linear beach front in the approved Placement Area.



A clear access isle, minimum 6' wide, running East to West is required every 50'.

- L. For the safety of beach users, umbrellas must be lowered when the wind velocity exceeds 15 MPH.

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Beach weather, including wind speed is posted daily at each Beach Safety Tower's Weather Board and can also be obtained by calling the Beach Weather Line (954) 362-9198.

- M. No Furnishings shall be placed within those portions of the beach where there exists a beach access point nor shall they block the emergency path.
- N. Beachfront Chair Service activities, including the placement and /or use of chairs and umbrellas, shall not obstruct the view of a lifeguard. Any request from a lifeguard to relocate any item that obstructs his/her view shall be treated as an emergency and the item shall be relocated immediately.
- O. Any request from a Field Supervisor to relocate any item shall be complied with immediately. Failure to more/ remove furniture will be considered a violation of the permit.

**5) WASTE DISPOSAL**

- A. The Concessionaire shall provide, at its sole expense, at least two (2) CITY approved trash receptacles (one (1) for trash clearly labeled "Trash" and one (1) for recyclable materials clearly labeled "Recycle", with a secure dome lid, with the Upland Property Name and Logo, within the confines of the Placement Area, approved for its use and for the use by the public as follows:
  - i. Max-R Infinity Series Round Receptacle with the following configuration:
    - a. Barrel Construction (BA55)
    - b. Single Stream
    - c. 55 Galloon
    - d. Dome Top
    - e. Black Smooth Grain Panel and Trim Color
    - f. One with TRASH ID Text, one with RECYCLE ID text
    - g. Free Standing with Flat Slat Bottom
    - h. Horizontal Branding with name and logo of Upland Property
    - i. Lift off Top Accessibility

Disposal of the contents of said trash receptacles, and the removal of all other trash or litter from the Placement Area, shall be performed in accordance with 5B, and shall be the sole responsibility of the Concessionaire.

- B. Each Concessionaire shall be responsible for the collection of all trash and litter within the entire Placement Area prior to the placement of any umbrellas or chairs each morning. Additional trash and litter collection exercises shall be performed at all times throughout the day by assigned Chair Services staff and at the end of each day of operation. All such materials shall be identified as either trash or recyclable and placed in the appropriate cans for trash or recyclable items. Unless otherwise approved in writing by CITY, all such materials collected by the Concessionaire must be removed from the beach and disposed of by the Concessionaire and shall not be placed in the CITY serviced trash receptacles or dumpsters under any circumstances.
- C. CITY shall charge Concessionaires for the costs of special clean up necessary should Concessionaires fail to reasonably perform trash and litter within and around the Placement Area.





## 6) STORAGE

There shall be no storage of any kind within the sand dune. The following will be permissible on the beach:

- A. Facilities and Furnishings will be permitted to remain within the approved Placement Area overnight, as long as they are in good condition, neatly stacked, properly secured, and orderly arranged side-by-side, running east and west, as approved in the Site Plan.
- B. All Facilities and Furnishings shall be secured with a cable and/or a locking mechanism to prevent unauthorized access and use. This cable, when removed, shall be secured within a Storage Box to ensure that it does not get entangled and damage the beach cleaning equipment. The Upland Property will be responsible for any and all damage to cleaning equipment caused by failure to properly secure the said cable,
- C. Stacked equipment shall not interfere with CITY beach cleaning operations, as determined by the CITY. In no event shall stacked equipment exceed a height of eight feet (8').
- D. Equipment stacks must be placed no less than seven feet (7') apart.
- E. Stacked equipment may be covered and if used, must be properly secured and display the logo of the Upland Property.
- F. CITY approval for storage is contingent on current beachfront conditions and may be withdrawn at the discretion of CITY.

## 7) STAFFING

- A. During operating hours, each Placement Area shall have at least one (1) employee on-site at all times.
- B. All employees of the Concessionaire working within the Placement Area shall wear uniforms, which include the name of the Concessionaire, and must comport themselves in a professional and courteous manner at all times. In the event that the uniforms do not include the name of the employee, then Concessionaire must have an employee roster contained at the Placement Area. The Concessionaire is responsible for the actions, behavior, and work permits for each of its employees and its subcontractor's employees.
- C. Each Concessionaire must conduct its operations so as to maintain reasonable quiet and make no public disturbances. Hawking to attract attention, and/or summoning or accosting any person is prohibited. The playing of any music or allowing any other activity that disturbs the public is prohibited.

## 8) ENVIRONMENTAL

- A. Pursuant to 16-4(c)(5) of CITY Code, as may be amended from time to time, it is unlawful to bring any domestic animal including but not limited to dogs, cats, and/or reptiles, except Service Animals

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onto the CITY beach.

- B. Balloons are prohibited on the beachfront in accordance with City Code, rules and regulations.
- C. Pursuant to 16-8(10) of CITY Code, as may be amended from time to time, it is unlawful to possess any glass bottles on the beachfront.
- D. Pursuant to Section 16-4(b)(1) of CITY Code, It is unlawful to damage, cut, carve, transplant or remove any tree or plant or injure the bark, or pick the flowers or seeds of any tree or plant. Nor shall they dig in, walk upon, or otherwise disturb grass areas, beach dunes, or planted areas which have been posted as such or in any other way injure or impair the natural beauty or usefulness of any area.
- E. Pursuant to Chapter 161, Florida Statutes, it is unlawful to cause harm to the beach dunes. It is unlawful for any person to walk or traverse in the dune, or drive or operate a motor vehicle in the dunes.
- F. Pursuant to 16-4(a)(2) It is unlawful and prohibited for any person to excavate or remove any natural resource including but not limited to sand, shells, soil, rocks, stones, shrubs or plants, down timber or other wood or materials, or make any excavation by tool, equipment, blasting or other means from the beach or dune.

**9) ENFORCEMENT, PENALTIES AND TERMINATION**

These RULES shall be enforced by the CITY, as set forth below:

- A. The following monetary penalties shall be imposed for a failure to comply with these RULES:
  - i. First Offense a penalty of \$250.00
  - ii. Second Offense for the same violation within a twelve (12) month period a penalty of \$500.00
  - iii. Third Offense for the same violation within a twelve (12) month period will result in termination of permit.
- B. The CITY may issue a written warning for first time violations in lieu of a first offense violation. Such penalties are in addition to and separate from any violations issued by the CITY for noncompliance with other sections of CITY code.
- C. The CITY manager or designee shall enforce the provisions of these RULES.
- D. If a Field Supervisor finds a violation of this section, the Field Supervisor may issue a Notice of Violation to the violator. The Notice of Violation shall inform the violator of the nature of the violation, amount of penalty for which the violator is liable, and instructions and due date for correcting the violation and paying the penalty.

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- E. Concessionaires are under contract with and the control of the Upland Property Owner. It is the responsibility of the Upland Property Owner to ensure compliance with these RULES. It is the responsibility of the Concessionaire to advise the Upland Property Owner of any Notices of Violation issued by the City. If a Concessionaire, or any of its employees or independent contractors, is the named violator, and after issuance of the Notice of Violation, the Concessionaire fails to correct the violation and/or pay the penalty by the stated due date, the Permit may be revoked by the CITY Manager in accordance with the following:
  - i. A Concessionaire, or any of its employees or independent contractors, is the named violator in any Notice of Violation of these RULES; and
  - ii. The Concessionaire, after issuance of the Notice of Violation, fails to pay the fine by the stated due date; or
  - iii. The Concessionaire, after issuance of the Notice of Violation, fails to correct the violation by the stated due date; or
  - iv. The Concessionaire has received a total of three (3) notices of violation, regardless of reason, during the previous twelve (12) month period.
- F. A notice of suspension, termination or revocation will be sent to the Upland Property Owner and will state the reason(s) for the suspension or revocation.
- G. The suspension or revocation shall be effective ten (10) days after the CITY sends written notice thereof; provided, however, the CITY Manager or designee may order the suspension or revocation to be effective at any earlier time, including the time at which the notice of violation is issued, if the CITY Manager or designee, in his/her sole discretion, makes a determination that the continued operation of the Courtesy Chair Service Permit is a danger to public health, welfare or safety.
- H. All Courtesy Chair Service Permits or Agreements are granted on a revocable basis. The CITY may, through its CITY Manager, and for its convenience and without cause, terminate any authorization, Permit or Agreement at any time, by giving the Concessionaire thirty (30) days written notice of such termination.
- I. Following revocation or termination of the authorization, permit or agreement, the CITY shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the authorization, Permit or Agreement.
- J. Anyone found operating on the beach without the required licenses and approvals will be removed from the beach and will not be allowed to apply for a Courtesy Chair Service Permit for twelve (12) months thereafter.

**10) DESIGN STANDARDS**

- A. Storage Boxes.

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- i. Storage Boxes shall be equipped to be fully mobile via manual internal towing mechanism, for immediate removal from the beach upon demand by the CITY, or in cases of mandatory emergency evacuation. Skids shall not be used to move the Storage Boxes.
- ii. Storage Boxes shall be subject to the review and approval of the designated CITY staff. Plans submitted to the CITY for the Storage Box(es) shall include accurate dimensions and scale.
- iii. Storage Boxes shall be designed for the horizontal storage of umbrellas and similar items and shall not exceed a maximum size of eight feet (8') in length and four feet (4') in width and an overall height of four feet (4') above the sand.
- iv. Storage Boxes shall be designed and detailed in a manner appropriate to the unique beach environment inclusive of construction materials and finishes and shall be colored a neutral or white color without an accent trim color.
- v. No signage shall be permitted on the Storage Box(es), except prominently displayed plaque, facing the interior of the Placement Area, measuring twelve inches by eighteen inches (12" x 18"), stating "BEACH OPEN TO THE PUBLIC" as well as a discreetly displayed plaque measuring four inches by six inches (4" x 6"), identifying the Concessionaire's name, address, and contact information (phone, email, etc).
- vi. No storage boxes or similar type structures shall be placed on the beach unless approved by the CITY on the approved Placement Area Layout

**B. Welcome Station.**

- i. A Welcome Station, consisting of a high beach chair and market umbrella, which is used to distribute Beach Furnishings, may be temporarily placed each day on the Placement Area subject to permit approval by the CITY.
- ii. All Welcome Stations shall be designed to facilitate their immediate removal from the beach at the end of each day, or removal upon demand by the CITY.
- iii. The Welcome Station shall be placed at the start of each day and removed from the Placement Area and properly stored at the end of each day.
- iv. Plans for the Welcome Station shall include accurate dimensions and scale.
- v. The Welcome Station shall prominently display the approved signage "BEACH OPEN TO THE PUBLIC" on all faces of the Welcome Station in a manner not to be concealed from beach goers.
- vi. Welcome Station signage must be preapproved by the CITY. The overall dimensions, wording, color, placement, design, and mounting systems for said banner/ pennant shall be subject to the review and approval of designated CITY staff. The wording on the banner shall be generally limited to the name of the Concessionaire.

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- vii. Exterior surface colors and finishes shall be appropriate to the design of the structure, as well as the surrounding beach environment, subject to the review and approval of the designated CITY staff.

C. Furniture

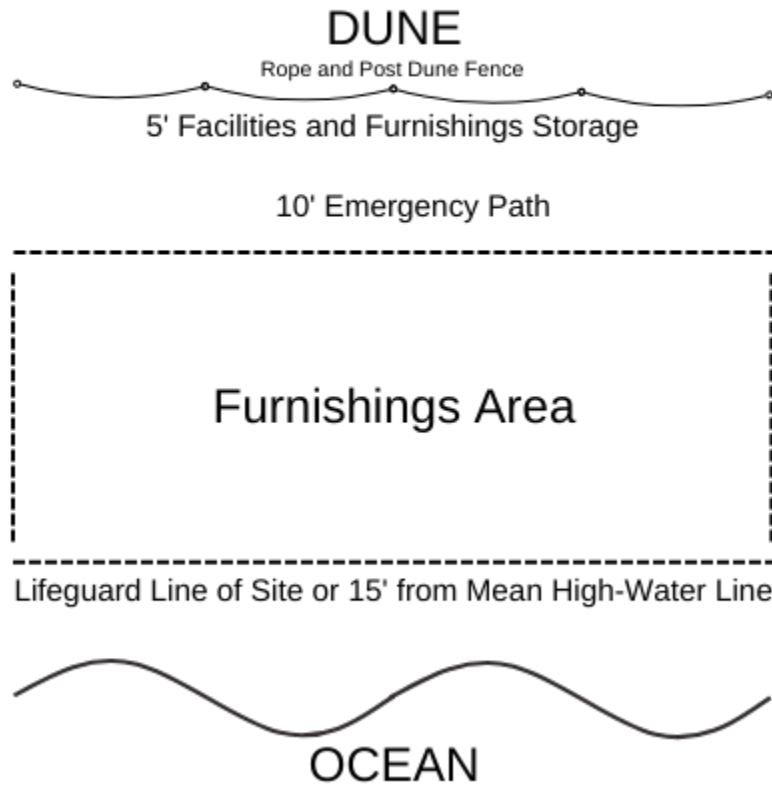
- a. Chairs shall be stackable commercial grade beach chaise lounge or sand chair with a sled base. Signage shall be restricted to the name of the Upland Property with letters no more than three inches (3") in height.
- b. Umbrellas shall be commercial grade, maximum seven and a half feet (7.5') in diameter, with proper means to anchor to beach. Signage shall be restricted to the valance area with letters no more than three inches (3") in height and copy limited to the name of the Upland Property and on the top face of the umbrella the logo of the Upland Property.
- c. All beach furniture shall be consistent in style, kept in good condition, maintained kept in good condition, and free from evidence of deterioration, weathering, and discoloration,. All beach furniture is subject to approval by the designated CITY staff.



BEACHFRONT DESIGN STANDARD

Beachfront Placement Area Layout

# Beach Placement Area Layout



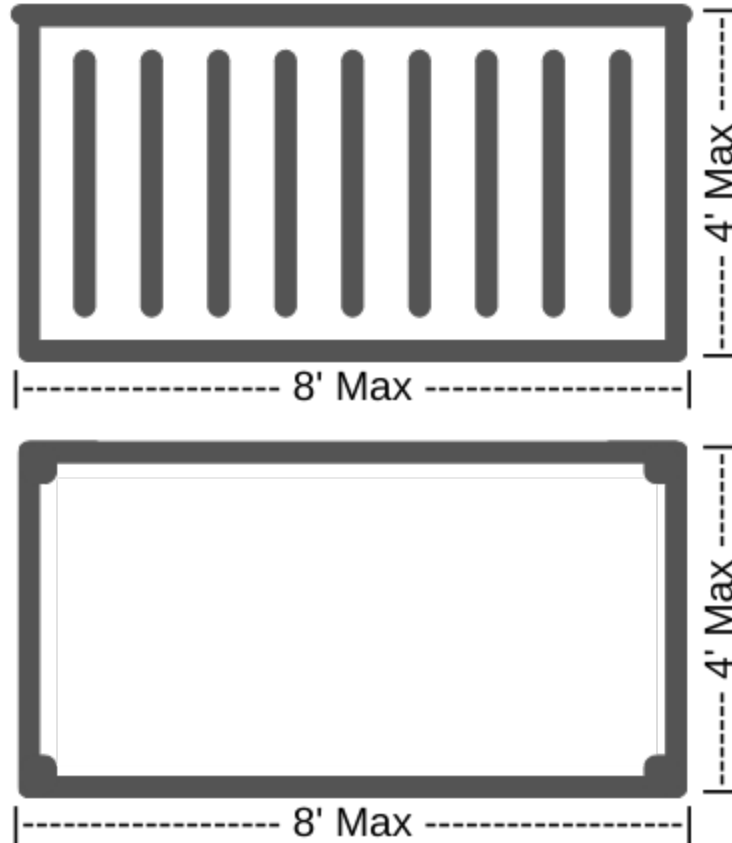




BEACHFRONT DESIGN STANDARD

Storage Box

Beach Storage Box

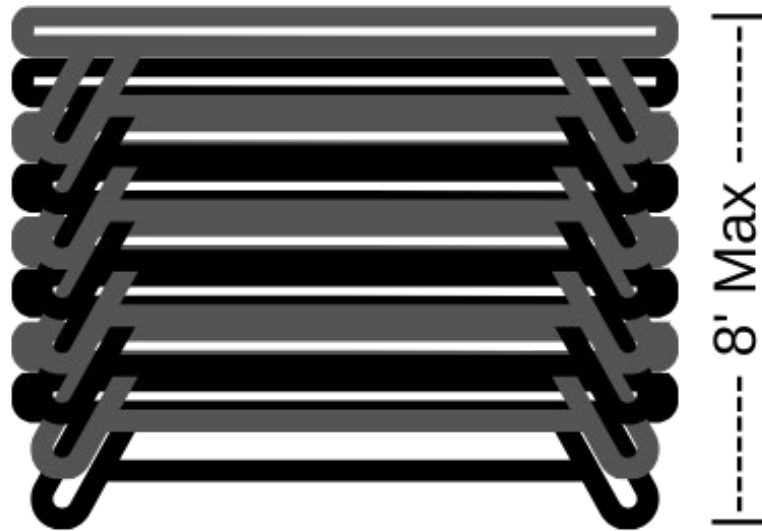




BEACHFRONT DESIGN STANDARD

Beach Chairs

Beach Chairs

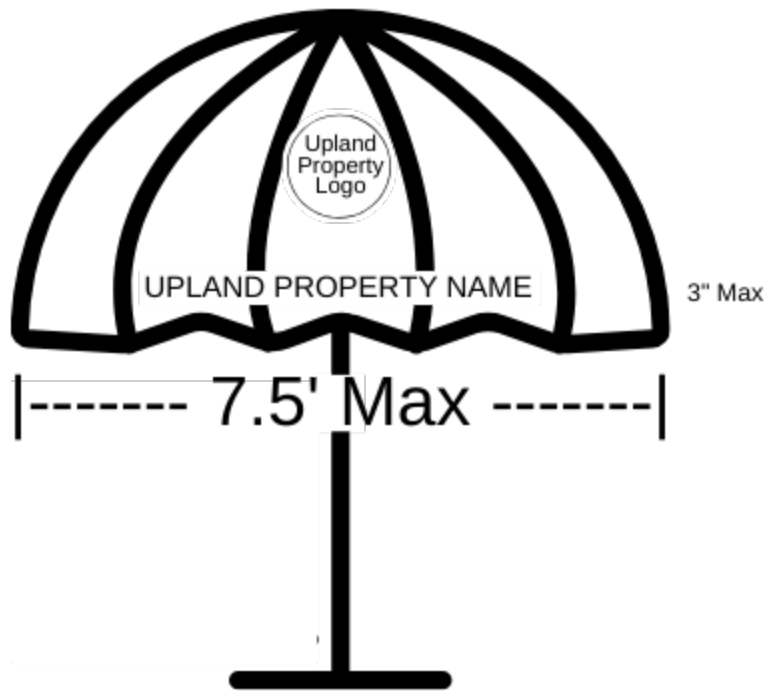




BEACHFRONT DESIGN STANDARD

Beach Umbrellas

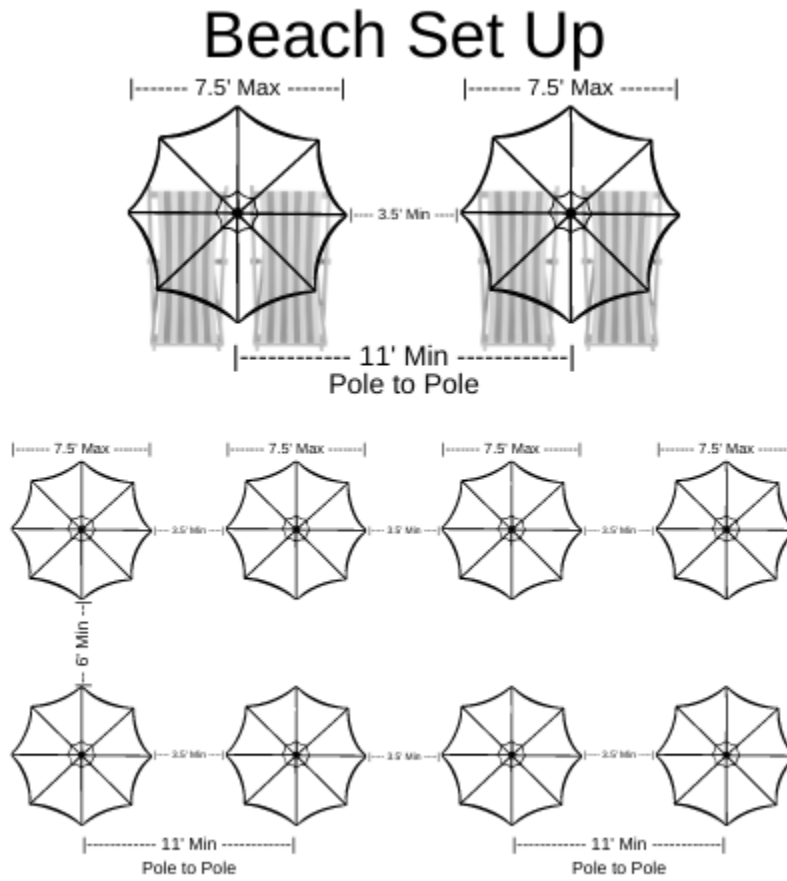
Beach Umbrella





BEACHFRONT DESIGN STANDARD

Beach Set Up



A clear access isle, minimum 6' wide, running East to West is required every 50'.



BEACHFRONT REQUIRED SIGNAGE STANDARD

Beach Open to the Public Signage

File Available at: [www.coHB.org/BCSRequiredSignage](http://www.coHB.org/BCSRequiredSignage)





## BEACHFRONT REQUIRED SIGNAGE STANDARD

Beach Safety Rules Signage

File Available at: [www.coHB.org/BCSRequiredSignage](http://www.coHB.org/BCSRequiredSignage)

# BEACH SAFETY RULES

**FOR YOUR OWN SAFETY IT IS REQUIRED THAT YOU UNDERSTAND AND TAKE HEED OF THE FOLLOWING:**

**DUE TO THE INHERENT DANGER OF CONSTANTLY CHANGING OCEAN, SURF CONDITIONS AND WEATHER, PLEASE BE ADVISED THAT WHEN ENTERING THE OCEAN, THERE ARE NATURALLY OCCURRING, UNCONTROLLABLE CONDITIONS, AS WELL AS INHERENT RISKS WHICH COULD PHYSICALLY HARM YOU (AND POSSIBLY CAUSE DEATH), SUCH AS WIND, WEATHER, WAVE, SURF, AND WATER CONDITIONS, AS WELL AS, AMONG OTHER THINGS, SANDBARS, SEA LIFE, RED TIDE, GLASS, AND SUBMERGED ARTICLES, NONE OF WHICH CAN BE CONTROLLED.**



[www.coHB.org/BEACH](http://www.coHB.org/BEACH)



# BEACH

**OPEN  
TO THE  
PUBLIC**



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