



APPLICATION FOR VALET PARKING SERVICE FRANCHISE, FEE \$500.00

Applicant Name: _____	Phone No.: _____
Mailing Address: _____	Email: _____
Franchise Operator: _____	Phone No.: _____
Mailing Address: _____	Email: _____
Business Address/Valet location: _____	

PARTNERSHIP OR CORPORATION? _____ if yes, provide a copy of articles of incorporation or partnership papers.

Name of partnership/corporation: _____

Mailing address: _____ Phone No.: _____

List officers/partners: _____

Insurance Company: _____

Provide workers comprehensive and employers liability insurance in the minimum amount of \$1,000,000 per person/occurrence. General liability insurance in the minimum amount of \$1,000,000 per person/occurrence covering bodily injury and property damage resulting from the valet parking operator's ramping and storing of vehicles on public property. Garage keepers legal liability insurance in the minimum amount of \$250,000 per location/occurrence with maximum deductible of \$1,000 to provide collision and comprehensive coverage for vehicles under the control of the valet parking operator. City shall be named as an additional insured on all liability insurance required except workers' compensation.

Attached:

- Traffic & Operations Plan: _____ (See attached requirements)
- FDLE Criminal History: _____ (FDLE Criminal History required for all officers/partners/drivers)
- OPD Background Check and SSN form _____ (for all officers/partners/drivers)

Application requirements:

- _____ (1) The names, address and telephone numbers of the applicant, a Florida Department of Law Enforcement Criminal History Information Report obtained from the Ocala Police Department at the applicant's request and expense and any other information deemed necessary by the director. If the applicant is a lessee, the owner, and any independent contractor the applicant intends to use as a valet parking operator must provide the same information. In addition, include a completed OPD Background Check and Social Security Collection form for each officer/partner/driver);
- _____ (2) The proposed location of any valet parking podium, stand, or sign to be used for the valet parking service;
- _____ (3) A written traffic plan which shows in detail the operation of the valet service, including, but not limited to, the size, shape, and location of the valet ramping zone or valet ramping spaces; the size, shape, location, and support of any signage; and the anticipated flow of traffic to and from the ramping spaces or zones;
- _____ (4) The location of the properly zoned and permitted off-street parking area or facility the valet parking operator intends to use for the storage of the vehicles, and a signed contract or agreement showing that the valet parking operator has acquired the legal right to store the vehicles in that area or facility;
- _____ (5) The days and operating hours proposed for the valet parking operation along with an operations plan which shall include a staffing plan and standard operating procedures. The standard operating procedures will include at a minimum a procedure for cars that are not reclaimed, and for cars that are stolen or vandalized while in the possession of licensee;
- _____ (6) Proof of insurance as provided for in [section 22-432](#);
- _____ (7) If a partnership, the full name of the partnership and the names of all the partners, whether general or limited, accompanied by the partnership instrument or a certified copy thereof, and the business address of the partnership;
- _____ (8) If a corporation, the exact corporate name and state of incorporation and the names of all the officers, directors and stockholders owning ten percent or more of the outstanding voting stock, accompanied by the articles of incorporation and all amendments thereto and the certificate of incorporation, or certified copies thereof, and the business address of the corporation and its registered agent.

Please note: After approval of the Valet Parking Service Franchise, a business tax certificate for the Valet Parking Service must be applied for at the One Stop Permit Center located at 201 SE 3rd Street, Second Floor. A FDLE Criminal History Information Report, OPD Background Check and Social Security forms are required for each employee and shall be submitted with the application for a business tax certificate.

Acknowledgement

I have submitted a Florida Department of Law Enforcement Criminal History Information Report as required by Chapter 22. I understand that the findings may result in the denial of my application. I futher understand that the franchise is required to abide by all regulations contained in Article II of Chapter 22, Code of Ordinances, City of Ocala, Florida, and that failure to do so could result in revocation of said franchise.

I swear/affirm that all written statements made by me on this application are true and complete. I understand that any omitted, false, or incorrect statements made in connection with my application may stop the processing of this application or result in the revocation of an existing franchise, and have read and understand the regulations pertaining to this franchise.

Applicant’s signature _____ Date: _____

Print name: _____

State of Florida

County of Marion

Sworn to/affirmed before me this _____ day of _____, 20____, by
_____, as _____ of _____,
(Name) (Title) (partnership/corporation)

who is personally known to me or who has produced the following as identification

_____.

Notary public _____ (SEAL)

VALET PARKING SERVICE INDEMNIFICATION AGREEMENT

THIS AGREEMENT, is entered into the ____ day of _____, 20__, by and between the City of Ocala, a Florida municipal corporation (“City”) and _____, a Florida corporation (“Applicant”).

WHEREAS:

- A. Pursuant to Ordinance Section 22-433 any valet parking operator (company), as that term is defined in Ordinance Section, 22-422 shall indemnify and hold harmless against any and all liability, loss, costs, damages or expenses which may accrue to the city by reason of the negligence, default or misconduct of the company in connection with the rights granted to such company under this the City of Ocala’s Valet Parking Ordinance.
- B. Pursuant to Ordinance Section 22-433 a written indemnity and hold harmless agreement in a form satisfactory to the city, in its sole discretion, shall be required as a pre-condition to granting of a franchise to any company.
- C. Pursuant to Ordinance Section 22-424 Applicant has applied for a franchise to operate a Valet Parking Service in the City of Ocala.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the grant of a franchise to Applicant herein, and other good and valuable consideration, the parties hereto agree as follows:

- 1. **Indemnity.** Applicant shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys’ fees, which City of its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected official, employees or volunteers, arising out of the activities contemplated by the Agreement and a grant of the Valet Parking Service franchise to Applicant, including, without limitation, harm or personal injury to third persons during the term of this Agreement or the Applicant’s franchise.
- 2. **Term.** The term of this Agreement shall commence on date set forth above and continue so long as Applicant is franchised by the City of Ocala to operate a Valet Parking Service in the City of Ocala.
- 3. **Relationship of parties.** Neither this Agreement, nor any term, provision, payment or right hereunder shall in any way or for any purpose constitute or cause City to become or be deemed a partner of Applicant in the conduct of its business, or otherwise, or to cause City to become or be deemed a joint adventurer or a member of a joint enterprise with Applicant by reason of the Agreement or the City’s Ordinance regulating Valet Parking Services.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

OWNER

Witness

Print Witness Name

Type Owner's Name Here

Witness

Print Witness Name

Corporate Acknowledgment

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by

_____ as _____ of

_____ a _____ on behalf of the

Notary Public, State of Florida
Name: _____
(Please print or type)

Commission Number:
Commission Expires:

Notary: Check one of the following:

Personally known OR Produced Identification (if this box is checked, fill in blanks below).

Type of Identification Produced: _____

ATTEST:

CITY OF OCALA, a Florida municipal corporation

Angel B. Jacobs, City Clerk

Jay A. Musleh, City Council President

APPROVED AS TO FORM AND LEGALITY:

Applicant

Patrick G. Gilligan, City Attorney

By: _____
Print Name