



MIAMI-DADE COUNTY SEAPORT DEPARTMENT BUSINESS PERMIT APPLICATION

Company's Legal Name	_____	APPLICATION NO.	_____
DBA (Doing Business As)	_____		_____
Company's Mailing Address	_____	Date	_____
Website	_____		_____

Authorized Representative #1

Name	_____
Title	_____
Address	_____
City	_____
State	_____ Zip Code _____
Office	_____
Mobile	_____
Fax No.	_____
E-Mail	_____

Authorized Representative #2 (Optional)

Name	_____
Title	_____
Address	_____
City	_____
State	_____ Zip Code _____
Office	_____
Mobile	_____
Fax No.	_____
E-Mail	_____

[STAFF USE ONLY]

- ☐ Car Rental Courtesy Shuttle Services (\$420)
- ☐ Cartage & Trucking Services (\$420)
- ☐ Charitable & Non-Profit Agencies (\$0)
- ☐ Crane Rentals & Heavy Equipment Hauling (\$420)
- ☐ Cruise & Cargo Shipping Lines (\$0)
- ☐ Distribution of Materials & Merchandise (\$420)
- ☐ Engineering, Inspection & Surveying Services (\$420)
- ☐ Environmental & Waste Management Services (\$420)
- ☐ Miscellaneous (Please Specify Operations) (\$420)

PERMIT CATEGORIES & APPLICABLE FEES

- ☐ Equipment Leasing, Maintenance & Repairs (\$420)
- ☐ Food Trucks (\$2,500) or Cooking On-site (\$3,000)
- ☐ Fuel or Bunker Barges (\$260,000 - Up to 6 Vessels)
- ☐ Ground Fueling Services (\$420)
- ☐ Maritime Consulting & General Services (\$420)
- ☐ Portable Telecommunications Antennas (\$33,000)
- ☐ Pre-Arranged Ground Transportation Services (\$350)
- ☐ Security, Services & Technology Services (\$420)
- ☐ Ship Agents (\$2,100)
- ☐ Ship Chandler & Supplier (\$1,200)
- ☐ Ship Maintenance & Repair Services (\$420)
- ☐ Sightseeing & Tour Services - With Kiosk (\$420)
- ☐ Stevedoring (\$5,800)
- ☐ Tenants (\$420)
- ☐ Towing & Vehicle Delivery Services (\$150)
- ☐ Tug Services (\$16,500 per Tug)

New Permits: Initial / Processing Permit Fee: All Permit Categories except Shipping/Cruise Lines, Tenants & Tug Services & Towing	\$350
New Permits: Initial / Processing Permit Fee: Tug Services	\$6,000
Late / Reinstatement Fee (First 10 Days After Expiration)	\$100
Late / Reinstatement Fee (10+ Days Delinquent)	\$350
Company Name Change / Category Change	\$350
Note: Additional fees apply to selected categories. Please refer to PortMiami Tariff No. 010 for additional details.	

INSURANCE REQUIREMENTS & CONSENT TO PORT TARIFF

The use of the waterways and piers, wharves, bulkheads, docks and other facilities under the jurisdiction of the Seaport Department shall constitute a consent to the terms and conditions of Port Tariff No. 010 and evidence an agreement on the part of vessels, their owners and agents and other users of such waterways and facilities to pay all charges specified in the Port Tariff and be governed by all rules and regulations published herein. Permit holder agrees to comply with all applicable laws, including the Miami-Dade County Code, PortMiami Tariff No. 010, and any regulations/directives issued by the Port Director or designees. Issuance of a business permit does not imply permission to violate any municipal/state/federal regulations and/or requirements. Permit holders agree to indemnify and hold harmless Miami-Dade County from any and all liability, losses or damages arising out of, resulting from or relating to the applicant's use of Port facilities. All users of Port facilities shall remain in compliance with all insurance requirements set forth in PortTariff No. 010 and Permit's Insurance & Indemnification Agreement. The undersigned represents that he/she has authority to submit this application on behalf of the above-named entity.

Name (Print or Type) _____	Title _____
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CONSENT TO TERMS OF PORTMIAMI TARIFF NO.10

The use of the waterways and piers, wharves, bulkheads, docks and other facilities under the jurisdiction of the Seaport Department shall constitute a consent to the terms and conditions of Port Tariff No. 010 and evidence an agreement on the part of vessels, their owners and agents and other users of such waterways and facilities to pay all charges specified in the Port Tariff and be governed by all rules and regulations published herein.

No one may engage in a business transaction or provide services on the Port of Miami-Dade without first obtaining a business permit, supplying evidence of insurance coverage, and complying with all other applicable provisions of the tariff and/or other pertinent regulations issued by the Port Director and the Miami-Dade County Code.

Permit holder shall remain in compliance with all contractual obligations (if applicable) as well as insurance and indemnification requirements. Permit is considered a written contract/agreement between Miami-Dade County and permit holder. Obtaining a permit to do business at the Port of Miami does not afford the holder access to restricted areas or guarantees any business opportunities. The permit only allows the holder to conduct business at the Port as per the rules and requirements of Tariff No. 010 and this contract/agreement.

Permit holder agrees to comply with all applicable laws, including the Code of Miami-Dade County, Port of Miami Terminal Tariff No. 010 and all regulations or directives issued by the Port Director or Seaport Department staff. Issuance of a business permit does not imply permission to violate any existing regulatory laws of the State, County or Municipalities, nor does it exempt the holder from obtaining any license s or permits required by local, state or federal law.

Any changes in the permit holder's operations must be notified immediately and approved by the Port Director. Name or category changes will be treated as new applications and shall require the initial processing and annual permit fee. A new permit application must be submitted immediately to the Permits Section for processing and approval.

Permit renewals not received by the expiration date are considered delinquent and the initial processing fee shall be required for reinstatement. Permit renewals are subject to satisfaction of any outstanding balances due to the Seaport Department.

The Port has discretion in denying the issuance of a new permit and/or the renewal of a permit based on any circumstance and/or known fact that is not consistent with the Port's requirements and operating guidelines, such as, but not limited to: payment history, outstanding claims, violations of contractual obligations, criminal record, and convictions, etc. Permits may be revoked at any time by the Port Director at his/her sole discretion.

The undersigned confirms that he/she has authority to submit this contract/agreement on behalf of the below-named entity. The undersigned has read and understood the terms of this accord and agrees to all its terms and conditions.

Name: _____

Signature: _____

Date: _____

CONSENT TO INSURANCE & IDEMNIFICATION TERMS

(PAGE 1 of 2)

As stipulated in PortMiami Tariff No. 010, Section 2, Items 221 & 224, all permit holders shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this permit agreement by the permit holder or its employees, agents, servants, partners principals or sub-contractors. Permit holders shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

All permit holders shall furnish PortMiami a Certificate of Liability Insurance evidencing insurance coverage as outlined below:

- (1) **Commercial General Liability Insurance** on a comprehensive basis in an amount not less than **\$300,000 each occurrence**. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- (2) **Automobile Liability Insurance** covering all owned, non-owned and hired vehicles used in connection to this permit in an amount not less than **\$300,000 combined single limit** per occurrence for bodily injury and property damage. **Additional coverage may apply as stipulated by municipal, state or federal regulations (i.e. Federal Motor Carrier Safety Administration / DOT).**
- (3) Additional coverage and requirements apply to **stevedoring** companies pursuant to PortMiami Tariff No. 010, Section 8, Item 590 and Section 28A of the Code of Miami-Dade County. Stevedores Legal Liability Insurance and Comprehensive General Liability Insurance coverage shall be provided as liability against damages resulting from loading and unloading vessels by the stevedore. This insurance shall be a minimum of \$5,000,000 for each occurrence. Insurance coverage must include USL&H (United States Longshoremen and Harbor Association) coverage as required by the Longshore Act. Miami Dade County Risk Management and the Port of Miami Crane Management, Inc. shall be named as additional insured.
- (4) Additional coverage and requirements apply to **cartage/trucking** companies pursuant to PortMiami Tariff No. 010 as well as DOT requirements. All cartage/trucking companies are required to carry a minimum of \$1,000,000 vehicle liability insurance and report any changes made to the company's respective driver/vehicle schedule immediately as they occur. Certificates of Liability Insurance must include a schedule of insured vehicles and drivers.
- (5) **Transportation Network Entities (TNEs)** shall be insured in accordance with Chapter 31, Article VII of the Miami-Dade County Code.
- (6) Additional coverage and requirements apply to **shipping & cruise lines** as stipulated by their individual contractual obligations with the Port or as determined by the Port Director or designee.
- (7) Additional coverage and requirements apply to **terminal operators** as stipulated by their individual contractual obligations with the Port or as determined by the Port Director or designee.
- (8) All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida. The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division or the company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

CONSENT TO INSURANCE & IDEMNIFICATION TERMS

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Certificates evidencing such insurance shall name **Miami-Dade County** as **Certificate Holder** and **Additional Insured**.
Certificate Holder section shall read as follows:

Miami-Dade County
111 NW 1st Street
Miami, FL 33128

Renewal certificates shall be submitted at least five (5) days prior to the noted expiration date. Any material changes to the insurance policies must be submitted to the Port's Permit Section immediately. Failure to provide updated insurance information will result in the suspension of the permit until the information is received. If the Permit Section finds that any permit holder has acted fraudulently in attempting to prove the required insurance coverage, the permit may be automatically suspended and/or revoked. Additional penalties may apply pursuant to Port Tariff No. 010. All permit holders are responsible for remaining in compliance with any applicable municipal, state, or federal insurance regulations.

The undersigned confirms that he/she has authority to submit this agreement on behalf of the company. The undersigned has read and understood the terms of this accord and agrees to all its terms and conditions.

Name: _____

Signature: _____

Date: _____

FOOD TRUCK OPERATORS RULES & REGULATIONS

GENERAL RULES & REGULATIONS

- Company shall maintain an active operating license from applicable regulatory agency (Florida Department of Agriculture and/or Department of Business & Professional Regulation).
- Issuance of a business permit does not imply permission to violate any existing municipal, state or federal rules and regulations, nor does it exempt the holder from any licenses or permits required by law.
- PortMiami Permit must be displayed at all times on the passenger-side dashboard of the lunch truck.
- Legal name of the permitted company must be clearly displayed on the lunch truck.
- Sale of all items should take place from the lunch truck only. No items may be placed on open ground areas or other locations of the Port.
- Only prepared food and non-alcoholic beverage items may be sold. The sale of any other goods, such as cigarettes and phone cards, articles of clothing or toiletries, is prohibited.
- All food items sold must adhere to USDA regulations.
- All lunch trucks must be parked in designated "Food Vendor Parking" areas. A listing of these locations will be provided by the Permits Section upon approval of a business permit or upon request.
- The truck(s) must be fully contained in the space assigned. These spaces will operate on a first come, first serve basis.
- Lunch truck operators are responsible for keeping their areas clean. The Port will provide garbage receptacles and will also service them; however, it is the responsibility of the individual food vendor to ensure that all trash and garbage is placed in the container provided or taken with the truck at the end of the day. No dumping of food products, waste, or garbage is permitted on the Port grounds at any time.
- The use of any seating devices (including milk crates, chairs, and ice chests), tables, or other equipment outside of the truck is prohibited.
- Vendors are permitted to have one umbrella attached to their vehicle to provide shade or shelter from the elements. No tents will be allowed.
- The playing of music, the use of noise makers, and/or the display of balloons/streamers is prohibited.
- Company must register the license plate number and VIN number of the lunch truck authorized to operate under their permit. If a vehicle substitution is necessary, the permit office must be notified in advance of an alternate lunch truck arriving at the Port.

Food Trucks Using LP-gas

- Trucks should be parked so that LP-gas tanks are away from Terminals or building.
- Ensure that the compressed gas cylinder(s) are in good general condition. Cylinders with the following conditions will not be allowed on the Port:
 - Cylinders with excessive rust, corrosion, or pitting, particularly near bottoms
 - Cylinders with dents, bulges, cuts or cracks in the surface
 - Missing or damaged cylinder foot ring, cylinder neck ring (collar), or valves covers
 - A leaking or defective valve or pressure relief device, or
 - Cylinders that have not been requalified - (Go to <https://portal.phmsa.dot.gov/rinlocator> for a list of approved US DOT compressed gas requalifies).

FOOD TRUCK OPERATORS RULES & REGULATIONS

ENFORCEMENT

The Cargo & Cruise Superintendent will be responsible for the inspection of lunch trucks in their respective areas of the Port as well as the issuance of violations for non-compliance. The Permits Section, in conjunction with the Operations and Property Management Section, shall be responsible for the enforcement of the Port's Tariff.

VIOLATIONS

1st Offense:	Verbal Warning
2nd Offense:	Permit Suspension
3rd Offense:	Permit will be revoked for a 1-year period or as determined by the Port Director

The Port has discretion in denying the issuing of a new permit and/or the renewal of a permit based on any circumstance and/or known fact that is not consistent with the Port's Tariff, requirements and operating guidelines.

Permits may be suspended by the Permit Section or revoked at any time by the Port Director at his/her sole discretion. PortMiami reserves the right to enlist the assistance of the Miami- Dade Police Department (MDPD) to enforce these rules and regulations.

I hereby acknowledge that I have read and agree to comply with the statements above. I understand that the issuance or renewal of a permit will be contingent upon compliance with all applicable laws, including the Code of Miami-Dade County, Port of Miami Terminal Tariff No. 010 and all regulations or directives issued by the Port Director or Seaport Department staff.

Name _____

Signature _____

Date _____