



2021 Application for Beach Vending

penticton.ca

Please read and understand all terms and conditions stated herein as they form an integral part of the Beach Vending Agreement and continued tenure is dependent on adherence to these requirements.

1. Application Information:

The Undersigned hereby applies to operate a beach vending operation:

Name: _____

Business Name: _____

Company Registration Number: _____

Address: _____

City: _____ Postal Code: _____

Phone No: _____ Cell No: _____

Email: _____

*** If requested by other parties your contact information will be provided.** _____ (please initial)

2. Indicate what items and/or services will be offered for sale/rent:

Description

I am a returning vendor (please check box)

The City reserves the right to delete or alter the products and services that can be vended from various sites prior to awarding the Agreement.

Vendors can be disqualified or their License terminated at the sole discretion of the City for:

- failure to complying with any of the requirements, terms and conditions as set out in the Beach Vending Application and Agreement or License to Use;
- having a proposed vendor site or products/service which is perceived to present a safety hazard or risk;

- inappropriate products that conflict with the family oriented nature of the beach including but not limited to: drugs; alcohol; drug paraphernalia; e-cigarettes tobacco products; lighters; fireworks; weapons, replica weapons, counterfeit items; illegal items; items that contain toxic or hazardous materials including lead, cadmium, mercury or any materials that do not comply with Canadian health and safety standards. (It is the vendor's responsibility to ensure items sourced from outside Canada comply with Health Canada thresholds and Technical Safety BC standards); Items that display; The City of Penticton Logo or offensive material including: nudity, sexually explicit material, violence, vulgar language, or materials that promote illegal activities (including drug use) or violence;
- unprofessional or inappropriate vendor conduct including, but not limited to, illegal activities, consumption of alcohol or drugs, use of profane language, actively soliciting or harassing pedestrians walking by, or smoking on the beach;
- failure to remain in assigned location or utilizing a larger area than allocated.

Any illegal activities at the site will result in immediate termination of your beach vending License and will be dealt with by the RCMP.

Other than location issues, which will be monitored by City By-law Enforcement, the City will not become involved in issues arising between vendors and supports fair competition in a free and open market place. Please resolve any issues that may arise yourselves.

Please provide a photograph and description of your vending cart/equipment/display and any commentary that you believe would be beneficial to the selection process which could include such items as equipment, menu, personal profile, staff qualification and experience, community involvement, financial capability and business history.

3. Applications must be received on or before **4:00 pm on April 30, 2021**. Processing of late applications will be at the sole discretion of the City.

4. **Beach Vending Sites Selection Chart**

All beach vending map locations are approximate. Sites may be moved a few feet either way to allow them to fit in confined areas or create double sites. The final decision on exact location will be determined by the City of Penticton. The use of pegs under 10" is encouraged. You must obtain a utility service locate at your cost if using pegs over 10".

5. Fees and locations



**Skaha Lake (West) - Site 12
Sudbury Beach**



**Skaha Lake (Main) - Sites 13 to 20
Parkview Street**



Skaha Lake (East) - Sites 20 to 23
South Main Street



Site	Location	Site Size	Pricing + CPI
1*	Okanagan Lake - Lakeshore Drive and Winnipeg Street	10' x 10'	\$1550
2*	Okanagan Lake - Lakeshore Drive and Winnipeg Street	10' x 10'	\$1550
3*	Okanagan Lake - Lakeshore Drive and Winnipeg Street	10' x 10'	\$1550
4*	Okanagan Lake - Lakeshore Drive and Winnipeg Street	10' x 10'	\$1550
5	Okanagan Lake - Lakeshore Drive and Winnipeg Street	10' x 10'	\$1550
6**	Okanagan Lake (Lakawanna Park) - Lakeshore Drive and Power Street	10' x 20'	\$1400
7**	Okanagan Lake (Lakawanna Park) - Lakeshore Drive and Power Street	10' x 20'	\$1400
8	Okanagan Lake (Lakawanna Park) - Lakeshore Drive and Power Street	10' x 10'	\$1400
9	Okanagan Lake (Lakawanna Park) - Lakeshore Drive and Power Street	10' x 10'	\$1400
10***	Okanagan Lake (Beach Site) - Lakeshore Drive and Power Street	10' x 10'	\$1400
11	Okanagan Lake (Beach Site) - Lakeshore Drive by Wibit	10' x 10'	\$1400
12***	Skaha Lake (West) Sudbury Beach Skaha Lake Road and Sudbury Avenue	Beach Shack	\$1500
13	Skaha Lake (Main) - Parkview Street	10' x 10'	\$1325
14	Skaha Lake (Main) - Parkview Street	10' x 10'	\$1325
15	Skaha Lake (Main) - Parkview Street	10' x 10'	\$1325
16	Skaha Lake (Main) - Parkview Street	10' x 10'	\$1325
17	Skaha Lake (Main) - Parkview Street	10' x 10'	\$1325
18	Skaha Lake (Main) - Parkview Street	10' x 10'	\$1325
19**	Skaha Lake (Main) - Parkview Street	10' x 10'	\$1325
20	Skaha Lake (East) - South Main Street	10' x 10'	\$1325
21***	Skaha Lake (East) - South Main Street	10' x 10'	\$1300
22***	Skaha Lake (East) - South Main Street	10' x 10'	\$1300
23***	Skaha Lake (East) - South Main Street	10' x 10'	\$1300

* Sites are on sidewalk. Require weights to secure them to the ground.
No ground penetration possible.

** Sites allow food sales excluding hotdogs, hamburgers, french fries, ice cream and cold drinks

*** Available for beach or water related activities only

Notes:

- Electrical available at sites 1, 2, 19 & 20 (cost TBD). Food vendors are not permitted within 50 meters of a fixed address or seasonal concession building food and beverage business.
- Some vending sites may be closed and/or have restricted access for special events that occur (i.e. Peach Fest, Triathlon, etc.). Alternate locations may be offered if available.

6. **Refund Policy**

The refund of the Beach Vending License Fee:

- 75% refund up to 15 days before first day of permitted vending;
- 50% refund 14-1 day(s) before first day of permitted vending;
- 0% refund on or after first day of permitted vending.

7. Refund of the Business License Fee:

- 75% refund if the business has not yet operated;
- No refund if the business has operated.

8. **Applicants Must Submit**

- Completed application for Beach Vending;
- Signed City of Penticton Beach Vending Terms and Conditions for Vendors.

Submit completed applications to:

**Land Department
City of Penticton
171 Main Street
Penticton BC V2A 5A9**

**Phone: 250-490-2514
Email: land@penticton.ca**

Vending sites will be awarded based on, but not limited to:

- Returning vendors in good standing;
- City residents;
- Consideration of previous vending agreements with the City;
- Consideration of proximity to direct competition operating from a building and impact on neighborhood;
- Visual appearance of the vending tent or site set up.

Required items:

All vendors are required to provide all required items annually and prior to the start of each vending season.

- Completed **Beach Vending Application** (attached);
- Beach Vending **Licence to Use**
- **Annual Beach Vending License Fee** as indicated below
- **Business License** application and fee (A separate business for each location);
- **Proof of WCB Insurance**;
- **Interior Health Mobile Inspection Report** (applicable to vendors offering food service);

- Penticton **Fire Department Inspection checklist**; (Applicable to vendors with cooking surfaces or propane);
- Mobile vending equipment must bear the appropriate approval labels for Gas and Electrical equipment as required by the **Technical Safety BC** (formerly known as BC Safety Authority), this includes custom built and home built units (please contact Technical Safety BC at 1-866-566-7233 if you require further clarification).

Liability insurance binder naming the City of Penticton as an additional insured for the amount of not less than five million (\$5,000,000.00) dollars is required. **The binder shall comply with the requirements under Public Liability & Property Damage Insurance section found in the attached City of Penticton Beach Vending Terms and Conditions for Vendors.**

- **Automobile Insurance** (if applicable)- A minimum of five million dollars (\$5,000,000.00) of public liability and property damage insurance shall be carried on all automotive equipment.

***** Insurance must be in place prior to issue of License. There will be no exception to the insurance requirements. *****

The application and License to Use Agreement may be void and the vending License awarded to another applicant if the required documentation and payment are not received prior to the start of the vending season

9. Authorization of Application

I hereby certify that the above information is correct and agree to comply with all pertinent Bylaws of the City whether the detailed information is contained herein or not. I have read and agree to comply with the above, and the attached and signed Beach Vending Terms and Conditions for Vendors and Beach Vending General Conditions.

The undersigned hereby applies for a Beach Vending License in the City of Penticton and confirm that I have read, understand and will abide by the terms and conditions in this application and the attached **City of Penticton Beach Vending Terms and Conditions for Vendors** and agree to comply with all pertinent Bylaws of the City whether the detailed information is contained herein or not. I acknowledge and agree that at its sole discretion, the City of Penticton reserves the right to terminate any site prior to the start of a season or relocate a vendor as required to accommodate special needs.

Applicants Name(s) : _____

Applicants Signatures: _____

Date: _____
(Please Print)

Total number of sites requested: _____

Site 1: _____ Site 2: _____ Site 3: _____

- I have read, understand and will abide by the terms and conditions of this agreement. (please check box)*

For more information contact the Land Department at 250-490-2514 or land@penticton.ca.

City of Penticton Beach Vending Terms and Conditions for Vendors

1. Term of Agreement

The term of the Agreement is from **May 1, 2021 to April 30, 2024 (3 Years)**. Please ensure annual requirements are completed prior to the start of each vendor season during the term of this agreement. A vendor season starts on the Friday of the Victoria Day long weekend in May up to and including the Monday of the Labour Day long weekend in September.

2. Hours of operation

All Beach vending units are permitted to operate between the hours of **9:00 am and dusk** during the vendor season (May – September). Units must be removed at the end of each day or when not in use.

3. Maintenance

- a) All vendors shall have suitable garbage collection arrangements and keep the area around the location free from any paper, plastic, dirt or other materials originating from the vendor's business. Do not use the City garbage cans for disposal of litter generated by your kiosk.
- b) Tents and securing - the vendors are responsible for adequately securing their tents, however to prevent damage to underground utilities the use of pegs longer than 10" is prohibited. If you require pegs longer than 10", specific sites may be available that are cleared of services. It is recommended that vendors use screw-in style anchors less than 10" and/or weighted anchor systems. The vendor shall be responsible for any costs associated with any damage they cause as a result of installing tent pegs. Locations of utility locations on the vending sites are available from the City and should be consulted prior to any ground penetration in excess of 10".
- c) **Driving or parking of vehicles on sidewalks, grass or beach (sand) areas is strictly prohibited.** This includes during the daily set up and take down of your vending site. Vehicles must be parked in a legal parking spot at all times. It is the vendor's responsibility to find available parking and must do so at his or her own cost (if any). It is not the responsibility of the City to provide parking to the vendor or their employees.

For Vendors operating from a trailer, the trailer must be detached from vehicles while the operator is open for business. City Bylaw prohibits detached trailers to be located on the road. This includes parking spaces. Only trailers from which the beach vending operation is carried out are permitted in the beach vending area. i.e. Storage trailers are not permitted in the beach vending area.

4. Assignment/Sub-Licensing

The License is not assignable. Sub-letting is not permitted.

5. Waivers/Releases

The Licensee is required to provide and maintain a waiver/release system where they may be renting equipment as part of their operation. The content of the waivers/releases must be approved by the City.

Initials: _____

6. Notification

The Licensee must report all accidents and incidents to the City within 24 hours of their occurrence. A representative of the City and the Licensee shall investigate all occurrences.

7. Display Boards

Only one sign board per vending site will be permitted.

Sign boards:

- Are considered to be part of the vending site and must be approved
- Must be placed within their site at all times

8. Special Events

Special events occur several times a year within the City. The City, as its discretion, may approve additional vendors for the duration of the special event. The City will provide you with a list of known events and closures prior to the start of each season. **Please be advised that during these special events, some vending locations will not be available and the City of Penticton is not responsible to find you alternate vending locations nor will the City of Penticton compensate you during this time.**

9. Interruptions

The City has the right to relocate or remove the Licensees operation to undertake construction or for special events or for unforeseen circumstances.

INSURANCE PROTECTION & DAMAGE

10. Protection of Work, Property and Public

The Licensee shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority.

The Licensee shall protect the license area and adjacent property from damage as the result of operations under the License. The Licensee shall not cause, or permit others for whom they are legally responsible to be caused, to cause damage to City property and shall make good at their own expense any damage which may arise as the result of the Licensee's operations under the License.

11. Indemnity

The Licensee shall save and hold harmless the City, its officers, agents, servants and employees, from and against any and all suits or claims alleging damage or injury (including death) to any person or property that may occur or that may be alleged to have occurred, in the course of the performance of this License, whether such claim shall be made by an employee of the Licensee, or by a third person and whether or not it shall be claimed that the alleged damage or injury (including death) was caused through a wilful or negligent act or omission of the Licensee, its officers, servants, agents or employees; and at its own expense, the Licensee shall defend any and all such actions and pay all legal charges, costs and other expenses arising there from.

Initials: _____

12. **Public Liability & Property Damage Insurance**

The Licensee shall maintain and keep in force during the term of the License, five million dollars (\$5,000,000.00) inclusive limits for public liability and property damage, against liabilities or damages in respect of injuries to persons (including injuries resulting in death) and in respect of damage to property arising out of the operation of the Licensee.

The Licensee shall, at the time the License is signed, submit to the City one copy of the insurance policies required under this Article and shall also provide a renewal of such insurance if the policy expires prior to the term of your agreement with the City.

The City is to be named as additional insured on the policy. The policies shall preclude subrogation claims by the insurer against anyone insured thereunder. In addition, such insurance policy shall include the following "Cross Liability" clause:

"The insurance afforded by this policy shall apply in the same manner, as though separate policies were issued, to any action brought against any of the named insured by or on behalf of any other named insured."

a) **Equipment Insurance**

Notwithstanding anything contained elsewhere herein, it is understood and agreed that the City shall not be liable for any losses experienced by the Vendor as a result of loss or damage to Licensee's equipment. It is recommended that the Licensee obtain insurance over their equipment and business interruption insurance.

b) **Automotive Insurance**

A minimum of five million (\$5,000,000) dollars of public liability and property damage insurance shall be carried on all automotive equipment. Please provide the City with confirmation of such insurance.

c) **General Insurance**

Before starting the vending season, the Licensee shall file with the City, certificates of all insurance policies acceptable to the City. These certificates shall state that the insurance complies with the requirements of the License Documents.

Each insurance policy required under this Article shall contain an endorsement to provide all Named Insured with prior notice of changes and cancellations. Such endorsement shall be in the following form?

"It is understood and agreed that the coverage provided by this policy will not be change or amended in any way or cancelled until thirty (30) days after written notice of such change or cancellation shall have been given or sent by registered mail to all Named Insured."

Should the Licensee fail to make a payment of any premiums or other assessments required by the Licensee's insurers to maintain such policies in force and effect, the City will terminate the License agreement immediately without further notice.

Whenever the word the City is to appear in the insurance policies, the legal name, The Corporation of the City of Penticton, shall be inserted.

Initials: _____

13. Compliance with Workers Compensation Act

It is the responsibility of the vendor to ensure compliance with all WCB regulations.

14. City's Right to Terminate the License

Any of the following occurrences or acts shall constitute an event of default by the Licensee under the Agreement and at the City's sole discretion can be grounds for termination of the agreement:

- Failure to make full payment of the obligation(s) in the Agreement or any other sum required to be paid by the Licensee hereunder by the due date;
- Non-performance or non-observance of any of its other covenants, Agreements, or obligations expressed or implied herein or in the Application for Beach Vending Sites which continuing for five (5) days after the City has given to the Licensee notice in writing. If the failure cannot be remedied within five (5) days, then the City at its discretion may extend the time period; or any three such breaches in any one season;
- If the term hereby granted shall at any time cease or be taken in execution or in attachment by any creditor of the Licensee, or if the Licensee shall make any assignment for the benefit of creditors or, becoming bankrupt or insolvent, shall take the benefit of any act that may be enforced for bankrupt or insolvent Licensees, then the current rate (if not then paid) shall immediately become due and payable to the City, and said License hereby granted shall immediately become forfeit and void;
- If sufficient cause exists to justify such action, the City may without prejudice to any other right or remedy which the City may have at law or in equity, by giving the Licensee written notice, terminate the Agreement. The City shall never the less be entitled to recover any monies then owing. Similarly, if a court of competent jurisdiction on account of the Licensee's insolvency appoints a receiver, the City may take the same action in the same manner;
- Notwithstanding anything contained herein, the City may, at any time during the term of the agreement terminate the agreement, if the City, at their sole discretion, is of the opinion that the operation of the Licensee is not of a standard satisfactory to the City. Further, the City, at its sole discretion may terminate the agreement for reasons including but not limited to unethical or criminal activities.

Initials: _____

INSURANCE ACKNOWLEDGEMENT

Please have your Insurance Broker sign and acknowledge that insurance policy issued to

The Corporation of the City of Penticton and _____ includes the

Following:

Liability insurance naming the Corporation of The City of Penticton as an additional insured for the amount of not less than five million (\$5,000,000) dollars that will be in effect, at a minimum, from May 21, 2021 to September 6, 2021;

“Cross Liability” clause:

“The insurance afforded by the insurance policy shall apply in the same manner to all insured’s, as though separate policies were issued to each insured in the event an action is brought against any of the named insured by or on behalf of any other named insured.”

“Cancellation” clause:

“It is understood and agreed that the coverage provided by this policy will not be changed or amended in any way or cancelled (prior to thirty (30) days after written notice of such change or cancellation shall have been given or sent by registered mail

As the Insurance Broker of the policy as indicated above I acknowledge and confirm that the policy conforms to the above requirements.

Insurance Broker

Verification Stamp

Please sign, provide a verification stamp and attach a copy of your business card.