



2023 Application for Mobile Food Vending

penticton.ca

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

Definition: "Food Truck" or "Hitched Trailer" means a food truck or mobile trailer from which food and/or drink is prepared internally and dispensed externally, which is parked on street locations where permitted by the City. Food truck locations can accommodate trucks up to 36' (11m) in length. Food trucks exceeding 36' (11m) are limited to Hitched Trailer locations only. Mobile trailers must remain hitched to a vehicle and must not exceed a combined total of 41' (12.5m) in length as per the City's Traffic By-law 94-39 (Section 3 Part II A. 31 and Section 12 B. 2 (iii)).

1. Application Information

The Undersigned hereby applies to operate mobile vending:

Name: _____

Business Name: _____

Mailing Address: _____

City: _____ Province: _____ Postal Code: _____

Phone No: _____ Cell No: _____

Email: _____

If requested, your contact information will be provided. _____ (Please initial)

2. Indicate what food items will be offered for sale:

Description

I am a returning vendor

The City reserves the right to delete or alter the products and services that can be vended from various locations 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 Mobile Food Vending Application and Agreement or License to Use
- having a proposed vendor location or products which is perceived to present a safety hazard or risk;
- sale of items that are not noted above or approved in writing by the City;
- 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 within the vendor area;
- failure to adhere to permitted vending locations.

Any illegal activities at the location will result in immediate termination of your mobile 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 mobile food truck or trailer/equipment/display and any commentary that you believed 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. Applicants must submit the following:

- Completed application for Mobile Food Vending
- Completed Business License Application
- Signed City of Penticton Mobile Food Vending Terms and Conditions for Vendors

Applications must be received on or before **4:00 PM on Monday May 1, 2023**, late applications will be considered at the sole discretion of the City. Incomplete applications will not be considered. Any late applications will be considered after those received by the due date have been considered and/or awarded.

Submit completed applications to:

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

Phone: (250)-490-2519
Email: land@penticton.ca

4. Fee and Locations

The Mobile Food Vending License fee is \$2,050.00 + GST per season. Note: Vendors must supply their own power except where a power hookup is available.



Mobile Vending Locations

Sites 1-4 Gyro Hub - Link Road **Power hookup available at an additional cost TBD.
4 Food Trucks or 2 Hitched Trailers



**Site 6 Lakeshore Drive and Winnipeg Street
1 Food Truck Only**



**Site 7 Lakeshore Drive and Riverside Drive
1 Food Truck or 1 Hitched Trailer**



Site 8 KVR Trail Head - Pump Track
Poplar Grove Road and Naramata Road
1 Food Truck or 1 Hitched Trailer



5. Refund Policy

Refund of the Mobile Food 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

Refund of the Business License Fee:

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

6. Awarding of Mobile Food Vending Licenses

Mobile Food Vending Licenses 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 truck/trailer

All those applying will be notified by email as to the outcome of the selection process by 4:00 pm on Thursday May 11, 2023. Notification shall mean that the City has attempted contacting the notification contact email provided in this application.

Once the successful applicant has been notified, the applicant must submit all items listed below including payment to City Hall on or before 4:00 pm on May 25, 2023. If inspections or WCB coverage has not been completed in this time frame please provide email copies of appointment requests and inquiries. No Licenses shall be issued until all required items have been received and processed. Please advise if you will not be able to provide all documentation and payment by May 25, 2023.

Required items: (Please note that these requirements are all required annually)

- Mobile Food Vending License Fee
- Liability insurance binder and attached confirmation from the Insurer 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 policy to include the following clauses:

“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.”

“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 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.”

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

- Automotive Insurance -A minimum of five million dollars (\$5,000,000.00) of public liability and property damage insurance to be carried on all automotive mobile food vending automobiles. For more information on insurance required see City of Penticton Mobile Food Vending Agreement Terms and Conditions at the end of this application.
- Business License application
- Completed Mobile Food Vending Agreement
- Proof of WCB Insurance
- Interior Health Mobile Inspection Report
- Penticton Fire Department Inspection checklist
- Mobile vending equipment must bear the appropriate approval labels for Gas and Electrical equipment as required by Technical Safety BC, this includes custom built and home built units (please contact Technical Safety BC at 1866-566-7233 if you require further clarification)

Notwithstanding anything contained elsewhere herein, it is understood and agreed that the City shall not be liable for any loss or damage to Licensee's equipment, including loss or use thereof. It is recommended that the Licensee obtain insurance over their equipment and business loss of use insurance.

7. 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 City of Penticton Mobile Food Vending Terms and Conditions.

The undersigned hereby applies to operate Mobile Food Vending in the City of Penticton

Applicants Name(s): _____ Date: _____
Please Print)

Applicants Signature(s): _____

Total Number of Licenses requested: _____

Location 1:
1st Choice: _____ 2nd Choice: _____

Location 2:
1st Choice: _____ 2nd Choice: _____

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

As its sole discretion, the City of Penticton reserves the right to terminate any location prior to placement.

CITY OF PENTICTON MOBILE FOOD VENDING TERMS AND CONDITIONS FOR VENDORS

1. Term of Agreement

The term of the Agreement shall be from the date of issue of the permit to December 31, 2023. Permits for the next season will be available in 2024.

2. Hours of Operation

All vendors are permitted to operate between the hours of 7:00 am and dusk and must be removed from licensed vending locations when not in use. Written approval is required to operate outside these hours.

3. Maintenance

- a) The License is only valid for the vehicle included in this application. The License may not be transferred to another vehicle without written permission from the City of Penticton.
- b) All vendors shall have suitable garbage collection arrangements, keep the vending location clean while doing business and ensure it is left clean. Vendors who leave their location dirty and un-kept may be charged for the clean-up expenses and/or have their License cancelled.
- c) Vendors must occupy their dedicated location as awarded.
- d) Vendors shall not take more than one location each. Vendors are responsible to park in and create a safe area for customers to access and depart from.
- e) All vehicles must be legally parked and operated safely. Vendors must obey all relevant City, Provincial and Federal laws, statutes, etc. regarding vehicle use on roads, sidewalks, etc. Vendors who operate their vehicles illegally may be ticketed and have their vending License suspended or terminated without reimbursement.
- f) Vendors may not play music through internal or external vehicle speakers for the purpose of listeners outside of the vehicle.
- g) Vendors shall not do business outside their specified location and to do so is in contravention of the terms of this agreement and may result in termination of the vendor's License without refund or reimbursement and/or ticketing. Vendors approached by customers outside of a vending location must first move to a vending location before doing business.
- h) At certain times some vending locations will be closed because of special event bookings. Vendors must respect and abide by all closures.
- i) Vendors may not park at their vending location before 6:45 am.
- j) Vendors must pay any parking fees required for street parking (if applicable).
- k) Vendors operating a trailer, must have the trailer hitched to their vehicles at all times. Unhitched trailers are subject to fines.
- l) Vendors are responsible for all driving infractions, vehicle fees and/or fines incurred in the course of doing business.

4. Assignment/Sub-Licensing

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

5. 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.

6. Display Boards

Only one sign board per vending unit will be permitted.

Sign boards

- Are considered to be part of the vending unit and must be approved
- Must be placed against the cart at all times

7. Special Events

Special events occur several times a year within the City. The City, at its discretion, may approve additional vendors for the duration of the special event.

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.

8. Interruptions

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

9. 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.

10. 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 licensed area and property adjacent to the vending location from damage as the result of operations under the License. The Licensee shall protect City and private property from damage 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. Licensee's Insurance

The Licensee shall maintain and keep in force during the term of this License public liability and property damage insurance with a minimum amount of Five Million Dollars (\$5,000,000.00) against liabilities or damages in respect of injuries to persons (including injuries resulting in death) and in respect of damage to property arising out operation of the Mobile Food Vending Truck/Trailer.

The Licensee shall, at the time the License is signed, submit to the City the insurance binder and a copy of the attached insurance confirmation signed by their insurer

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

"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."

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 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."

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

- Automotive Insurance -A minimum of Five Million Dollars (\$5,000,000.00) of public liability and property damage insurance shall be carried on all automotive mobile food vending equipment. For more information on insurance required see City of Penticton Mobile Food Vending Agreement Terms and Conditions at the end of this application.

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.

Compliance with Workers Compensation Act

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

- Failure to make full payment of the License fee by the due date.
- Non-performance or non-observance of any requirement, covenants or obligation, express or implied in the Mobile Food Vending Application, City of Penticton Mobile Food Vending Terms and Conditions for Vendors or the Mobile food Vending License to Use.
- If the term hereby granted shall at any time 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 the License shall immediately become forfeit and void.
- 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.