

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN FOOD VENDING AGREEMENT AND TERMS & CONDITIONS

THIS AGREEMENT made the _____ day of _____ 2022.

1. Term of Agreement

The term of the Agreement shall be from the date of issue of the permit to December 31, 2022. Permits for the next season will be available in 2023.

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 of these hours.

3. Safety

- a. A first aid kit is required to be in the vehicle included in this application and must be accessible at all times.
- b. A safety plan must be created and kept onsite while the vendor is in service.
- c. Note that the local fire department has the ability to check on your food truck to ensure that they are following all fire code requirements.

4. Maintenance

- a. The License is only valid for the vehicle/temporary structure included in this application. The License may not be transferred to another vehicle/temporary structure without written permission from the Regional District.
- 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 may be charged for the clean-up expenses and/or have their License revoked.
- c. Vendors must occupy their dedicated location as awarded and are responsible to for any damages in this location while occupying it. Vendors can be charged for remediation to the location if damages are do occur.
- 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, in the locations identified for them.
- e. All vehicles must be legally parked and operated safely. Vendors must obey all relevant Regional District, 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 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 the RDOS has the ability to close vending location because of special event bookings. Vendors must respect and abide by all closures. Large special events will take priority and will need to qualify their own vendors through the RDOS.
- 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.

5. Assignment/Sub-Licensing

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

6. Notification

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

7. 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/truck at all times

8. Special Events

Special events occur several times a year within the Regional District. At its discretion, the Regional District 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 Regional District is not responsible to find you alternate vending locations, nor will the Regional District compensate you during this time.

9. Interruptions

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

10. Indemnity

The Licensee shall at all times indemnify, defend, release, hold harmless and forever discharge the Regional District, and the Regional District elected and appointed officials, officers, employees and agents from and against all liability, claims, damages, losses, costs, actions, causes of action, suits, proceedings and expenses at law and in equity, whether known or unknown, including all actual legal and other professional fees and disbursements on a full indemnity basis, whether arising directly or indirectly from death, personal or bodily injury, sickness, disease, property loss, property damage or other loss or damage which may result from or be connected with the performance of this Agreement, including any breach or default of this Agreement by the Licensee or its employee.

The Licensee shall protect the licensed area and 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 Regional District 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. Compliance with Laws

The Licensee shall comply with all applicable bylaws and regulations of the Regional District and all applicable laws of the Province of British Columbia and the Government of Canada. Without restricting the generality of the foregoing, the Licensee shall abide by all provisions of the Workers' Compensation Act of British Columbia and upon request by the Regional District shall supply proof that all assessments have been paid.

The laws of the Province of British Columbia shall govern this agreement and any arbitration or litigation in respect thereof.

12. General liability insurance must be obtained on an occurrence basis for the Contractor with limits of not less than \$5,000,000 inclusive per occurrence for bodily injury and property damage.

13. Term

The parties hereto agree that the Term of this Contractor Agreement will begin on the date of execution until _____.

14. Entire Agreement

This agreement constitutes and expresses the whole agreement of the parties with reference to the engagement of the Contractor by the Regional District.

The RDOS reserves the right to terminate any location prior to placement.

Licensee Name(s): _____ Date: _____

Licensee Signature(s): _____

Regional District Staff Name: _____ Position: _____

Regional District Staff Signature: _____ Date: _____