



**NON-FOOD VENDOR BUSINESS
LICENSE APPLICATION**

CITY OF PENDLETON

Community Development Department
(541) 966-0204 Fax (541) 966-0251
500 SW Dorion Avenue, Pendleton, OR 97801

Sign Permits are required for all signage relating to your business.

NOTICE TO APPLICANT: Incomplete applications will not be acted upon until the Community Development Department receives all required submittal materials and fees. **Failure to provide complete and/or accurate information may result in delay or denial of your request.**

(Please Print) **APPLICANT** _____

Email Address (required) _____

Business name / DBA _____

Business mailing address _____

Phone _____ Fax _____ Date of Birth _____

SS# / Federal Employer ID# _____ *this is a public document, public information*

Goods/Services Sold (see conditions) _____

The proposed location may NOT be within 100 feet of an existing business whose primary purpose is sale of similar items.

LOCATION OF SIDEWALK VENDOR CART:

NAME OF NORTH/SOUTH STREET OF THE INTERSECTION: _____

NAME OF THE EAST/WEST STREET OF THE INTERSECTION: _____

CIRCLE (ONE) THE QUADRANT OF THE INTERSECTION

WHERE YOU PLAN TO VEND:

NW NE SW SE

This license must be reviewed and approved for each site location.

- **Include a drawing or photo of the proposed unit.**
- **Include evidence that the Umatilla County Health Department or similar County agency approval. Health Department License Number:** _____ *(if applicable)*
- **Include copy of liability insurance.**
- **Include Fire Department and Parks Department Applications** *(if applicable)*

I shall hold the City of Pendleton, its officers, agents and employees, and the adjacent property owner free and harmless from any claims for damages to persons or property including legal fees and costs of defending any actions or suits thereon, including any appeals therefrom, which may result from the granting of this permit.

Applicant Name (Print) _____

Applicant Signature _____ Date _____

BUSINESS LOCATIONS AND DATES IN PENDLETON:

(VENDOR'S MUST PROVIDE NEW LOCATIONS AND DATES FOR EACH NEW LOCATION REGARDLESS OF TIME LIMIT)

LOCATION:

DATE:

APPRVD:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Property Owner Signature _____

I understand that this license, if approved, will be valid from the date of issuance through the following February 1, regardless of the date of issuance.

If false or misleading information has been provided on this application, my Business License may be suspended or denied. I understand this application must be reviewed and approved by the Community Development Department, the Police Department, and the Fire Department prior to issuance. Structural and Fire Codes are required to be met within the City; the City of Pendleton reserves the right to inspect your business to ensure that applicable codes and standards are met. **Transactions of medical or recreational marijuana is not part of this license.**

The business named herein and its subcontractors, officers, agents and employees agree to hold the City of Pendleton, its officers, agents and employees harmless from any and all liability for damage to persons and/or property as a result of the City licensing the business pursuant to the City of Pendleton's Business License Act. This hold harmless agreement is intended to be as liberally applied as allowed under Oregon law.

I understand that this form is only an application. If approved, a license will be mailed to my business address within four (4) weeks. If the application is not approved, the City of Pendleton will notify me by mail.

Signature _____ **Date** _____

OFFICE USE ONLY

Finance _____ **Fee Paid \$** _____ **Receipt #** _____ **Initials** _____

DEPARTMENT APPROVALS

SITE LOCATION/DESCRIPTION TAX MAP #(S) _____ **TAX LOT #(S)** _____

ZONE R1 R2 R3 CMU C2 C3 M1 M2 **PERMITTED USE** **CONDITIONAL USE**

COMMUNITY DEVELOPMENT _____ **DATE** _____

FIRE MARSHAL _____ **DATE** _____

POLICE CHIEF _____ **DATE** _____

Notes/Conditions of approval: This license is subject to those conditions listed within the Mobile Vendor Consent Agreement and those conditions placed by Parks and/or Fire Department.

MOBILE VENDOR CONSENT AGREEMENT

**INSURANCE**

Each individual vendor is required to maintain a comprehensive public liability insurance policy for personal injury or death and for property damage for the duration of any and all business license or event business license issued to said Vendor. Insurance is required with minimum policy limits of **one million dollars (\$1,000,000.00)** for bodily injury or death to one or more persons in any one accident or event, and **fifty thousand dollars (\$50,000.00)** for damage to property resulting from any one accident or event.

- **SIDEWALK/EVENT VENDORS:** The policy must include naming the City of Pendleton, its employees, agents, volunteers and officers additional insured as pertains to the insured's participation in or on any Public Right-of-Way.

VEHICLE REGULATIONS

- Vendor is responsible for the replacement of any bollards/barricades when occupying, entering and leaving site. Vendor will be held fully responsible for any personal injury and property damage or death resulting from failure to comply with this regulation and agrees to indemnify and hold harmless the City of Pendleton, its employees, agents and officers from any liability and or expense, including attorney's fees, resulting there from.

ELECTRICAL INSTRUCTION

Electrical connections are not allowed within any City Park.

Power may not be available at all sites or event venues. If power is available at the site, then all electrical codes shall be followed.

DEPARTMENT OF PUBLIC HEALTH:

All Vendors shall meet and are responsible to meet the codes and regulations established by the Public Health Department.

CAUSES FOR AGREEMENT TERMINATION

It is expressly understood and agreed that, without prejudice to any rights and remedies that may be available to the City, in the event of any breach or failure to perform by Vendor one or more of the terms and conditions of this Agreement, the City may terminate this agreement by so notifying the Vendor and may refuse to allow the Vendor to take possession of the City premises or if Vendor is already in such possession, may stop all activities of Vendor on City premises and oust Vendor from the City premises. The City, its agents, or employees shall in no way be responsible for the Vendor for carrying out the actions authorized by this paragraph. The waiver by City of any breach of any term contained in this Agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term.

Should the City premises be made impractical for use by any cause, the City may, at its discretion, terminate and void this agreement, and the Vendor expressly waives any and all claims for damage or loss of profit or other compensation should this agreement be so terminated.

PROHIBITED PRACTICES

- Public Right of Way
 - No staples/nails permitted on tents
 - No fires except in approved grills or containers at approved locations
 - All grease and liquids (including melted ice) must be disposed of in proper on-site waste containers
 - All ash, charcoal must be removed from site by vendor in covered containers
 - All signs, tape, string, decorations, etc, must be removed from tents before leaving site
 - No digging holes at any time

CITY NOT LIABLE

INDEMNIFY, DEFEND AND HOLD HARMLESS. Licensee agrees to defend, hold harmless and indemnify the City, its officers, agents and employees, from any liability or claim arising from the above-described use, for damages in, on, or about the above described premises, including machinery, equipment, merchandise, paraphernalia, costumes, clothing, booths, stands, exhibit materials, or any other property and for loss, injuries, death, or damage to persons or property in, on, or about the above described premises caused by the above-described improvements.

The City, its officers, agents and employees, shall not be liable for any loss, injury, death, or damage caused by the above-described improvements, which at any time may be suffered or sustained by Licensee or by any persons whether such loss, injury, death, or damage to person(s) or property shall be caused by or in any way result from or arise out of any act, omission, or negligence of Licensee. Licensee is strictly liable for any damages to person(s) or property caused by the above-described improvements described herein.

 City Representative Accepting Form

 Signature of Vendor

SITE REQUIREMENTS FOR VENDING CARTS

1. Vending carts are only allowed in commercial zones.
2. No food vendor application can be accepted for a permit operating area where a restaurant, fruit stand or coffee shop with direct access to the sidewalk is within 100 feet on the same block face, except with the written consent of the proprietor of the restaurant, fruit stand, or coffee shop.
3. No flower vendor application can be accepted for a permit operating area where a flower shop, with direct access to the sidewalk, is within 100 feet on the same block face, except with the written consent of the proprietor of the flower shop.
4. A permit operating area is the sidewalk from the midpoint of one block face to the midpoint of an adjacent block face (see page ____). One person may not have permits for adjacent permit operating areas.
5. The immediate operating area cannot exceed (24) twenty-four square feet of the sidewalk.
6. The site shall *not* be within (10) ten feet of the intersection of the sidewalk with any other sidewalk or mid-block crossing (as diagramed below).
7. The site shall *not* be within (8) eight feet of the adjacent property line (as diagramed below).
8. The site shall *not* be within (10) ten feet of the extension of any building entrance or doorway, to the curb line (as diagramed below).
9. The site shall *not* be within (10) ten feet of any parking space designated as “disabled”, or access ramp.

EXAMPLE SITE PLAN

