



southburlington

RECREATION & PARKS

VENDOR PERMIT APPLICATION

Today's Date:

Organization/Team/Business: All Information needs to be complete, specific and accurate

Organization Name:	Work Phone:
Address:	City, State, Zip
Contact Name:	Cell Phone:
Email Address:	Home Phone:

Event Information: (for multiple dates attach a schedule or list dates on separate sheet of paper)

Name of Event:	
Date(s) of Event:	Time of Event:

Vendor Information: All Information needs to be complete, specific and accurate

Vendor/Company Name:	Work Phone:
Address:	City, State, Zip
Contact Name:	Cell Phone:
Email Address:	Home Phone:

References: (The city requires 3 references of clients who have recently used you as a vendor)

Company: _____	Company: _____	Company: _____
Address: _____	Address: _____	Address: _____
Contact: _____	Contact: _____	Contact: _____
Phone: _____	Phone: _____	Phone: _____

Additional Comments or Requests:

I, as the vendor for this event, do hereby attest that I have read and understand the policy for vendors in city parks, and agree to the terms specified in the policy. The policy is on the back of this application.

Vendor's Signature:	Date:
Applicant's Signature:	Date:

Recreation Department Use Only:

Action:	___ Approved	___ Denied	Reason: _____
Required:	___ Deposit \$ _____	Certificate of Insurance:	YES NO
Fees Assessed:	___ Per Policy	___ One Time Fee of \$ _____	Other: _____



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VENDORS & CONCESSIONS POLICY FOR PARKS

In consideration of the City granting to the Concessionaire the privilege and right of conducting the sale of food & drinks, Concessionaire/Vendor agrees as follows:

1. Pay to the City for the use of premises, \$50 permit fee and 20% of the gross receipts from all funds derived from the operation of said concessions, less Vermont Sales Tax (6% on date hereof) between May 01 and October 31 of each year.
2. Concessionaire/Vendor shall keep accurate records of all sales and receipts and provide adequate reports accounting for all sales in public parks. The Concessionaire/Vendor will prepare a report to the City and attach copies of the daily tapes to each report. The City shall have the right to inspect the books, records and inventories of the Concessionaire/Vendor.
3. Concessionaire/Vendor shall have no authority or power to assign, sublet, or transfer any rights privileges, or interest without obtaining prior written permission from the City.
4. Concessionaire/Vendor or his agents or employees shall not sell or permit intoxicating liquors to be consumed in any public park.
5. Concessionaire will provide all necessary equipment, supplies, and personnel to operate the stands. Location must be approved in advance by the City.
6. Concessionaire/Vendor will maintain the assigned area, the service windows and the area immediately in front of the service windows in a clean and neat manner and in compliance with all City ordinances, State law and applicable health standards. Products sold or marketed, the prices charged, and the operation schedules are subject to regulation by the City, and no change may be made without approval of the Director of Parks and Recreation or designee.
7. Concessionaire/Vendor agrees to comply with all federal, state and local laws, rules and regulations, and ordinances and with all Health Department regulations.
8. Concessionaire agrees to operate under hours and conditions as defined by the City.
9. Concessionaire shall carry liability insurance in accordance for any actions, claims, liability or damages caused to others arising out of the operation and maintenance of premises including product liability and workmen's compensation. All insurance policies must be approved as to form and amount by the City and copies of certificates of insurance furnished to the City. All policies, except workmen's compensation, must name the City as an additional insured, and the cancellation provision shall read as indicated on the sample insurance certificate. All insurance carriers shall be licensed and admitted to do business in the State of Vermont. Insurance shall be in effect for the entire duration of this Agreement and failure to do so shall be considered a breach of the Agreement.
10. To the fullest extent permitted by law, Concessionaire agrees to defend, pay on behalf of, indemnify and hold harmless, the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of the services performed by the Concessionaire's employees, volunteers or agents and/or the operation, maintenance or management of the concession stands.
11. Concessionaire is responsible for any property that is stolen or damaged.
12. Concessionaire will ensure all staff relates professionally to patrons and City staff in a professional manner, and following communication guidelines as outlined by the City.
13. Copies of all damage or accident reports submitted to insurance companies dealing with any damage or accident that may occur, must also be sent to the City.