

**INSURANCE**

Each individual vendor is encouraged 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.

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.
- **Non-Event Vendors in area of an Organized Event:**
 - No vehicles permitted on-site while event is in progress at any time! All vehicles must leave the site no later than 30 minutes prior to start of event and cannot return to the site until 30 minutes after end of event. Vehicles will be allowed in parks on designated driving paths only. No vehicles will be allowed in the park during the event hours without permission from the Event Organizer.
 - Maximum time vehicle allowed on-site – 30 minutes. Vendor is responsible for off-site parking. No passes will be issued for free parking.

ELECTRICAL INSTRUCTION

Power may not be available at all sites or venues. Electrical connections are not allowed within any City Park. If power is available at the venue, Vendor shall operate no instruments, appliances, machinery, equipment, or other objects requiring electricity except as authorized on-site by a property owner, and only if proper permits have been obtained, if applicable. Extension cord connection shall be of the three prong type approved for outdoor use only and shall not be subject to physical damage by pedestrian or vehicular damage. No extension cord connection shall remain intact/active overnight and/or beyond the hours of operation of the Vendor. Vendor is responsible for disengaging extension cord connection, removal of cord, and storage of cord such that no hazard exists to public.

UTILITIES

Connection to on-site utilities is prohibited unless the site is within a zone that allows retail sales.

DEPARTMENT OF PUBLIC HEALTH:

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

LOCATION:

Vendors shall not locate within 100 feet of any same or similar type business, selling the same or similar type of product. Nor shall any Vendor block or impede ingress/egress into/from an existing structure by locating any closer than 10 feet to any entrance/exit of said structure.

INSPECTION AND ENTRY

The City reserves the right to inspect the premises and Vendor's operation during the term of this agreement and for that purpose its duly authorized representatives may enter upon said premises and Vendor's operation at any time and on any occasion without restriction.

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 Parks
 - No operating on site without ground cover
 - No driving on grass at any time
 - No disposal of water, ice, grease or any liquid on grass at any time – absolutely no liquids to be poured into park drains or on pavement
 - No strapping to permanent park fixtures, i.e. benches, trash barrels, light poles and similar items
 - No destruction of park landscaping permitted at any time
- Public Right of Way
 - No staples/nails/spikes/stakes used for bracing permitted in any public right-of-way or its concrete or paved surface.
 - 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
- Advertising and Decorations
 - Vendor agrees not advertise, display, promote, or distribute any material that has been prohibited within the Sign Ordinance for the City of Pendleton.

SIDEWALK VENDING (SEE ATTACHED SITE PLAN)

The permitted operating area is the sidewalk from the midpoint of one block face to the midpoint of an adjacent block face. One person may not have permits for adjacent permitted operating areas.

The immediate operating area cannot exceed 24 square feet of the sidewalk.

The site shall not be within 10 feet of the intersection of the sidewalk with any other sidewalk or mid-block crossing.

The site shall not be within 8 feet of the adjacent property line.

The site shall not be within 10 feet of the extension of any building entrance or doorway, to the curb line.

The site shall not be within 10 feet of any parking space designated as “disable”, or access ramp.

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