



# CITY OF ITHACA MOBILE VENDING TERMS AND CONDITIONS

## MOBILE VENDING PERMIT TERMS AND CONDITIONS

1. Vendor hereby agrees that the following terms and conditions govern the permit to use the mobile vending site denoted on Vendor's permit or any other City-property as may be permitted by the City.
2. The Vendor hereby agrees to:
  - a. Comply with all applicable local, state, and federal laws, ordinances, and regulations.
  - b. Comply with any directive of the Superintendent of Public Works or his/her designee.
  - c. Refrain from operating mobile vending carts after this permit has expired or the permit is suspended or revoked.
  - d. Surrender any rights under this permit promptly upon revocation or suspension of the permit. In the event the Vendor fails to remove its cart or cease operating on the Commons, the City may take all necessary measures to effect removal of the Vendor's property from the Commons and enforce termination of the Vendor's rights under this permit.
3. A refundable security deposit is required for all vendors. The security deposit will be retained in a non-interest-bearing account, and as such, Vendor hereby acknowledges and agrees that it shall receive no interest on the sum deposited. The City will deduct all costs and expenses associated with cleaning or other work required to return the site to its original state from the Vendor's security deposit and return the remainder within 60 days of the final site inspection by the Superintendent of Public Works.
4. Suspension or Termination of Permit. Vendor understands the City of Ithaca may terminate this mobile vending permit at any time with or without cause, and the permit shall end immediately or upon such date as specified by the Superintendent of Public Works.
  - a. If the termination is for the City's convenience or purposes, the Vendor shall be reimbursed for the period of time that would be remaining if the permit were not terminated before expiration.
  - b. If the Vendor's permit is revoked for cause, Vendor may not reapply for another mobile vending permit until the expiration of one year from the date of revocation of the permit and Vendor shall not be entitled to any refund of the permit fee.
5. Vendor's rights under this permit may not be assigned, transferred, sublet, or sold without written authorization from the Superintendent of Public Works.
6. The Vendor shall defend, indemnify, save and hold the City of Ithaca harmless (including, but not limited to holding the City harmless from reasonable attorneys' and costs) with regard to any and all claims against the City arising from the Vendor's use of the site assigned herein or from the Vendor's operation pursuant to this permit, including the transport of Vendor's equipment to and from said site. Vendor shall procure, maintain, and show proof of general commercial and automobile liability insurance coverage with limits of liability not less than \$1,000,000 per occurrence. The City of Ithaca shall be named as additionally insured on the policy.
7. If any clause, sentence, paragraph, section, or part of the permit, including its terms, conditions, rules or guidelines shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered.
8. Vendor shall notify the Office of the Superintendent of Public Works in writing within 10 days of any name or address change.

**VENDOR:**

BY: \_\_\_\_\_

Print Name \_\_\_\_\_

DATE: \_\_\_\_\_