



# SIDEWALK VENDING PERMIT

## APPLICATION

**By Appointment Only.** Please call (510)747-7930  
Public Works Department  
City Hall West  
950 W Mall Square #110, Alameda, CA 94501  
[www.alamedaca.gov/PWpermits](http://www.alamedaca.gov/PWpermits)  
PWpermits@alamedaca.gov

**PERMIT NO.** \_\_\_\_\_  
*(FOR CITY USE ONLY)*

### BUSINESS OWNER INFORMATION

- First time Permit
- Permit Renewal

City of Alameda Business License # \_\_\_\_\_

BUSINESS NAME: \_\_\_\_\_

APPLICANT/OWNER NAME: \_\_\_\_\_

Street Address: \_\_\_\_\_ Phone \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Email: \_\_\_\_\_

### VENDOR TYPE & LOCATION

- Type of vendor:
- Stationary, attach a map of the site plan
  - Roaming, attach a route map
  - Other: Specify \_\_\_\_\_

Address/Location(s) of Sale: \_\_\_\_\_

- Will you vend in a City Park?  Yes, Name of Park Facility \_\_\_\_\_  
 No

### VENDING OPERATIONS

Days of Operations: \_\_\_\_\_

Hours of Operations: \_\_\_\_\_

- Goods:  Food, Alameda County Department of Health Permit # \_\_\_\_\_  
 Merchandise/Non-food items

Description of Food/Merchandise: \_\_\_\_\_

### CONDITIONS *(FOR CITY USE ONLY)*

- \_\_\_\_\_
- \_\_\_\_\_

### APPROVAL *(FOR CITY USE ONLY)*

Date Granted: \_\_\_\_\_ Permit Expires: \_\_\_\_\_ By: \_\_\_\_\_

**SIDEWALK VENDING PERMIT RULES AND REGULATIONS:**      **PERMIT NO.** \_\_\_\_\_

1. **Definition:** This permit is issued pursuant to Chapter VI, Article XX of the Alameda Municipal Code (AMC). This permit does not grant an exclusive right to operate in any specific portion of the public right-of-way or City Park.
2. **Acceptance of Provisions:** Commencing any operations under this permit shall constitute an acceptance by the Applicant to comply with all local ordinances and state laws relating to sidewalk vending and any conditions attached to this permit.
3. **Indemnity and Hold Harmless Requirements:** Please see Indemnity and Hold Harmless Agreement.
4. **Insurance and Additional Insured Endorsement Requirements:** Please see Insurance Agreement.
5. **Display of Permits:** This permit and if required, a valid mobile food facility permit, shall be displayed at the vending site. Upon request, this permit and the valid mobile food facility permit must be shown to any representative of the City enforcing official as defined in AMC 6-63.2.
6. **Location Restrictions and Hours of Operations:** Sidewalk vendor has reviewed AMC 6-63.9 and has received the summary of and will comply with the location restrictions and hours of operations.
7. **Unobstructed Paths of Travel:** Sidewalk vendor shall maintain 48 inch minimum width of unobstructed passage on any pedestrian pathway or sidewalk, exclusive of the curb. A roaming sidewalk vendor may stop to transact business, provided that there is a 24 inch width path of unobstructed travel. The sidewalk vendor shall immediately relocate if any person is unable to pass the sidewalk vendor without moving off the sidewalk or path.
8. **Noise:** Sidewalk vendor shall refrain from emitting any loud, unnecessary, and unusual noises, and shall comply with all provisions of the City's Noise Regulations per AMC 4-10.
9. **Disposable Foodware:** All sidewalk vendors shall comply with the requirements of AMC 4-4 (Disposable Food Service Ware) and Section 4-5 (Single-Use Foodware Accessories and Condiments).
10. **Signs:** Total combined signage cannot exceed 4 square feet and shall be affixed to and flush with the sidewalk vending facility. Signs cannot be posted or affixed to any public property, nor placed in any manner that obstructs a path of travel.
11. **Flashing Lights and Electronic Signs:** Electronic, flashing, or animated signs used for the purpose of attracting attention are prohibited.
12. **Tents:** Tents are prohibited unless authorized by this sidewalk vending permit or permitted by a separate encroachment permit.
13. **Sanitary Conditions:** Sidewalk vendor shall maintain sanitary conditions necessary for public health. Sidewalk vendors shall a) have trash, recycling, and compost containers on the sidewalk vending facility that are necessary for the operation as determined by the Public Works Director; b) promptly clean up any food, grease, or other substances related to sidewalk vending activities that are discharged on public property; and c) shall pick up, remove, and properly dispose of all trash and refuse originating from their operation before leaving a location. All appliances and operations for a mobile food facility shall be maintained and operated in accordance with the valid mobile food facility permit and all County regulations related thereto.
14. **Prohibited Disposals:** Sidewalk vendor is prohibited to empty trash or refuse from their operation into public trashcans. Sidewalk vendor is prohibited to dump, drain, or discard any fouled, spoiled, or unused product(s), which includes draining ice coolers, drink containers and/or miscellaneous containers on the ground. Disposal of trash, food, grease or other materials to any storm drain or waterway is prohibited.
15. **Obstructions Prohibited:** A sidewalk vendor is prohibited from causing any obstruction that impedes entry to and exit from a business or residence or access to a public facility.
16. **Hazardous Materials and Appliances:** No sidewalk vending facility shall contain or use an open flame, propane, natural gas, or other explosive or hazardous materials, except as necessary to operate a mobile food facility pursuant to a valid mobile food facility permit issued by the Alameda County Department of Environmental Health and in full compliance with all regulations thereof.
17. **Abandonment Prohibited:** Sidewalk vending facilities, and equipment shall not be left, maintained, or otherwise abandoned in any public space outside of the applicable hours of operation for the zone. Any facilities, equipment, or objects left overnight in public spaces or in any portion of the public right-of-way will be considered discarded and may be seized or disposed of.
18. **Locking Wheels:** Sidewalk vendors must provide locking wheels on all sidewalk vending equipment. Stationary sidewalk vendors may chock the wheels in lieu of using locking wheels.

19. **Attachment Prohibited:** Sidewalk vending facilities, equipment, and related activities shall not damage public or private property. No sidewalk vending equipment shall be chained or fastened to any pole, sign, tree, or other object in the public right-of-way or in a park.
20. **Electrical Connections Prohibited:** No sidewalk vendor shall connect or maintain an electrical cord to an adjacent building or to a City power source, unless authorized in writing by the Public Works Director.
21. **Public Parks:** The following applies to sidewalk vending within a public park. 1) Sidewalk vendors shall comply with the posted park hours. 2) Sidewalk vendors shall not approach persons to sell food or merchandise in a Park. 3) A stationary sidewalk vendor is prohibited from operating in a public park if the City has entered into an exclusive agreement for the sale of food or merchandise any concessionaires for that park. 4) Sidewalk vending within public parks is allowed only up or adjacent to sidewalks, paved or marked pedestrian pathways. Sidewalk vending shall not take place on sand, dirt, landscaped areas, or on the non-sidewalk areas of parking lots, nor within 10 feet of a public art installation, public information kiosk, or fountain.
22. **Other Laws:** Sidewalk vendors shall comply with all generally applicable federal, state, and local laws.
23. **Fees:** Permit fees must be paid prior to issuance of the permit. This permit is subject to the current Master Fee Schedule as adopted by the City Council. All permit fees are non-refundable.
24. **Permit Inactivity:** Permits and permit applications will expire after 1 year of inactivity.

**Applicant hereby certifies that they have read, understood, and shall comply with the rules and regulations set forth in this application (including any additional forms and agreements attached to this application), and that the information provided by Applicant herein is true and correct. If Applicant is an organization, the signatory below warrants that they are authorized to agree to and execute this application on Applicant's behalf.**

Applicant (Print Name): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBMITTAL CHECKLIST**

<input type="checkbox"/>	S1. Completed and signed application form
<input type="checkbox"/>	S2. Indemnity and Hold Harmless Agreement
<input type="checkbox"/>	S3. Insurance Agreement
<input type="checkbox"/>	S4. Insurance Documents including: a. Certificate of Insurance b. Endorsements naming the City of Alameda as additional insured
<input type="checkbox"/>	S5. City of Alameda Business License
<input type="checkbox"/>	S6. Copy of California driver's license or identification number, an individual taxpayer identification number, social security number, or other state-issued identification card.
<input type="checkbox"/>	S7. A copy of a valid California Department of Tax and Fee Administration seller's permit, as required
<input type="checkbox"/>	S8. For food vendors, a copy of a valid mobile food facility permit issued by Alameda County Department of Environmental Health.
<input type="checkbox"/>	S9. Stationary Vendors: Provide a detailed site plan/map for your vending location. You must show dimensions of your unobstructed path of travel, 48" minimum.
<input type="checkbox"/>	S10. Roaming Vendors: Provide your planned vending route.



## INDEMNITY AND HOLD HARMLESS AGREEMENT

With respect to any Encroachment Permit issued by the City of Alameda pursuant to this application, Applicant agrees to the following terms and conditions:

To the fullest extent permitted by law, Applicant shall indemnify, defend (with counsel acceptable to the City), and hold harmless the City of Alameda, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to any permit issued pursuant to this application or any of Applicant's activities even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Applicant, Applicant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Applicant. Applicant shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this application are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this application.

By the signature below, Applicant agrees that it has read this Indemnity and Hold Harmless Agreement and accepts and agrees to each and every term and condition therein. If Applicant is an organization, the signatory below warrants that they are authorized to agree to and execute this Indemnity and Hold Harmless Agreement on Applicant's behalf.

Applicant (Print Name): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## SIDEWALK VENDING PERMIT INSURANCE AGREEMENT

With respect to any Sidewalk Vending Permit issued by the City of Alameda pursuant to this application, Applicant agrees to the following terms and conditions:

At the time of or before the issuance of the Sidewalk Vending Permit, Applicant shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage required herein. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda."

Provider shall maintain in force at all times during the performance of this Sidewalk Vending Permit all insurance coverage required herein with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Endorsements naming the City of Alameda, its council, officers, employees, volunteers, boards and commissions as additional insured shall be submitted with the insurance certificates.

Provider shall maintain insurance coverage and limits at least as broad as:

- Commercial general liability coverage in the following minimum limits:**  
    \$1,000,000 each occurrence  
    \$2,000,000 aggregate

Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City of Alameda, its council, officers, employees, volunteers, boards and commissions is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

For all of the above insurance coverages, an Additional Insured Endorsement naming the City of Alameda, its council, officers, employees, volunteers, boards and commissions is required.

By the signature below, Applicant agrees that it has read this Insurance Agreement and accepts and agrees to each and every term and condition therein. If Applicant is an organization, the signatory below warrants that they are authorized to agree to and execute this Insurance on Applicant's behalf.

Applicant (Print Name): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_