**SIDEWALK VENDORS PERMIT REQUIREMENT BMC 5.28 (Ord. 1368)**
(Pushcart, Stand, Display, Pedal-Driven Cart, Wagon, Showcase, Rack or Other Nonmotorized Conveyance)

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<tr>
<th>Required</th>
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<th>Requirements</th>
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<td>Completed Street Vendors/Sidewalk Permit Application</td>
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<td>Street Vendors/Sidewalk Permit Fee (if denied, non-refundable)</td>
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<td>Completed Business License Application</td>
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<td>Business License Application Fee (if denied, refundable)</td>
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<td>Copy of General Liability Insurance with City of Bellflower as an additional insured</td>
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<td>Copy of Workers’ Compensation Insurance or Original Declaration of Sole Proprietor</td>
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<td>Photos of Pushcart, Stand, Display, Pedal-Driven Cart, Wagon, Showcase, Rack or Other Nonmotorized Conveyance</td>
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<td>Two passport-sized photos of operator and/or vendor within the last 60 days</td>
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<td>Copy of a valid CA Driver’s License / Identification Card</td>
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<td>Copy of Fictitious Name Statement (if applicable)</td>
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<td>Copy of CA Department of Tax and Fee Administration Seller’s Permit</td>
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<td>Copy of Health Permit (applies to food vendor)</td>
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<td>Copy of Food Handler Card or Food Protection Manager Certificate (applies to food vendor)</td>
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<td>Copy of certificate for pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance used, as approved by the County Health Department (applies to food vendor)</td>
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<td>Diagram / Map of Proposed Route with dimensions of cart</td>
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| ☐        | ☐        | Supplemental Material: ________________________________________________
APPLICATION FOR SIDEWALK VENDORS (BMC 5.28)

In addition to the requirements of BMC 5.28 or other applicable rules or regulations, the applicant for a business license under BMC 5.28 must first obtain a permit.

• Please Select One:

☐ Pushcart  ☐ Stand  ☐ Display  ☐ Pedal-driven Cart  ☐ Wagon

☐ Showcase  ☐ Rack  or ☐ Other Nonmotorized Conveyance (please specify): ________________

Vendor Location: (address or cross streets) ________________________________

Complete description of the food or merchandise offered for sale or exchange:

________________________________________________________________________

Complete description of any ancillary items to be used in conjunction with sales (i.e., tables, trash receptacles, chairs, umbrellas, umbrella stands, etc.):

________________________________________________________________________

Days and Hours of Operation: ____________________________________________

________________________________________________________________________

• Business Information:

Business Name: ___________________________ Phone: ______________________

Address*: _____________________________

City: _____________________________ State: __________ Zip: __________

*P.O. Box is not permissible

Type of Entity: ___________________________ Email Address: __________________

• Applicant Information:

Applicant’s Name:____________________ DL# / ID# /Tax ID #: __________________

Title: ___________________________ Phone: __________________

Mailing Address: __________________________

City: _____________________________ State: __________ Zip: __________

Email Address: __________________________

• Vendor Information, if different from Applicant’s Information:

Vendor’s Name:________________________ Phone: __________________

Mailing Address: __________________________

City: _____________________________ State: __________ Zip: __________

Email Address: __________________________
Pursuant to Bellflower Municipal Code (“BMC”) Chapter 5.28, relating to sidewalk vending and solicitors, the City of Bellflower (“City”) grants permission to the Permittee listed above, to vend/solicit upon the City’s sidewalks and/or pedestrian paths at the place and time specified above. In addition to the general terms and conditions contained in the BMC, the use is subject to the following additional limitations:

1. **UNOBSTRUCTED ACCESS AND CLEARANCE.** Permittee must allow all property owners, pedestrians, and vehicles unobstructed access to businesses, residences, and public property at all times. City’s representatives may right to inspect the pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance (“Vending Conveyance”) and/or any ancillary vending items at any time for any purpose. Permittee waives any and all claims for damages to any Vending Conveyance, ancillary vending items, or the business associated incurred as the result of City’s use of its public property. Permittee must also maintain a clearance of not less than four feet (48-inches) upon every sidewalk or pedestrian path in order to comply with the Americans with Disabilities Act.

2. **REIMBURSEMENT FOR DAMAGES.** Permittee must reimburse City for any damages inflicted on City-owned facilities by Permittee.

3. **REMOVAL OF VENDING CONVEYANCE AND ANCILLARY VENDING ITEMS.** Permittee must immediately remove the Vending Conveyance and any ancillary vending items at Permittee’s expense upon notice from City. Should Permittee fail to timely remove the Vending Conveyance or any ancillary vending items on such notice, Permittee will pay any costs incurred by City in removing the Vending Conveyance and any ancillary vending items. No Vending Conveyance or ancillary vending items or equipment may be left unattended or chained or fastened to any pole, sign, tree or other object in the public right of way. Permittee understands that any Vending Conveyance or ancillary vending items in violation of this subsection will be confiscated.

4. **NON-TRANSFERABLE.** This Permit is not transferable or assignable. Any attempt to transfer the Permit will immediately terminate the Permit.

5. **COMPLIANCE WITH LAW.** Permittee must perform all work in accordance with City policies, standards and ordinances and obtain all applicable permits needed for operation of the Vending Conveyance and any ancillary vending items. Permittee may place merchandise directly onto the public right-of-way without a permit authorizing such placement. Permittee may not offer services or any illegal or counterfeit merchandise.

6. **OPERATION IN CITY PARKS.** Permittee will operate vending tricycles, icicle trikes, bicycle vending carts or the like, in any City park.
7. OTHER OPERATING REQUIREMENTS. Permittee understands that it will not operate:
   A. Within 15 feet of an intersection;
   B. Within 10 feet of a driveway;
   C. Within 5 feet of any alleyway;
   D. Within 5 feet of any fire hydrant, fire call box or other emergency facility;
   E. Within a marked bus zone;
   F. Within 18 inches from the edge of the curb;
   G. Where placement impedes the flow of pedestrian traffic by reducing the clear space to less than 6 feet, or impedes egress from, access to or the use of abutting property;
   H. Within 25 feet of the entrance or exit to any building;
   I. Within 500 feet of any K-12 school between the hours of 6:00 am and 6:00 pm, if Permittee is offering junk food for sale, as that term may be defined in Chapter 5.28; or
   J. Within 500 feet of a certified farmer’s market, swap meet, or area designated for a special event, during their limited duration.

8. LITTER-FREE. Permittee must keep the area around them clean and free of trash (no less than a 300-foot radius) during the Permittee’s hours of operation and must pick up and properly discard any trash associated with their activities before leaving the area upon termination of the day’s activities. Permittee will not dispose of customer trash in existing receptacles provided by the City.

9. PERMIT DISPLAY. The city-issued sidewalk vending permit must be displayed in plain view at all times.

10. REQUIREMENTS APPLICABLE TO STATIONARY VENDORS. In the event that Permittee is a “stationary sidewalk vendor,” as that term is defined in BMC Chapter 5.28, Permittee agrees to the following:
   A. Permittee will not operate in any of the City’s residential zones;
   B. Permittee will not operate within Thompson Park, Caruthers Park, or any other city-owned park with an operative agreement between the city and a concessionaire for the exclusive sale of food or merchandise by the concessionaire;
   C. If Permittee stores, prepares, packages, serves, vends, or otherwise provides food, Permittee agrees to operate within 200 feet of an approved and readily available toilet and handwashing facility whenever Permittee is stopped to conduct business for more than a one-hour period; and
   D. Permittee will provide a trash receptacle and recycling container for customers’ proper disposal of customer trash during Permittee’s hours of operation.

11. INDEMNIFICATION. Permittee indemnifies, will defend (at City’s request and with counsel satisfactory to City), and holds City harmless from and against any claim, action, damages, costs (including without limitation, attorney’s fees), injuries, or liability, arising out of Permittee’s acts, errors or omissions, negligence, or wrongful conduct (regardless of City’s passive negligence, if any) in connection with this Permit, except for such negligence caused solely by City. For purposes of this section “City” includes the city of Bellflower’s officers, officials, employees, agents, representatives, and volunteers.
12. **INSURANCE.**

A. At all times this Permit is effective, Permittee will procure and maintain commercial general liability insurance with a coverage limit of $500,000.

B. Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form unless City’s Risk Manager determines that ISO-CGL Form No. CG 00 01 11 85 or 88 is required. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name City, its officials, and employees as “additional insureds” under said insurance coverage and to state that such insurance will be deemed “primary” such that any other insurance that may be carried by City will be excess thereto. Such insurance will be on an “occurrence,” not a “claims made,” basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to City.

C. Permittee will furnish to City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by City from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of “A:VII.”

13. **VALIDITY.** The sidewalk vending permit is valid for 12 months after being issued unless revoked or suspended, and may be renewed early, before expiration. Sidewalk vending permits are issued to persons, not pushcarts, wagons, or other nonmotorized conveyances. Sidewalk vending permits are nontransferable.

14. **ENFORCEMENT.** Should City determine it necessary to take legal action to enforce any of the provisions of these conditions, and such legal action is taken, the Permittee will be required to pay any and all costs of such legal action, including reasonable attorney’s fees, incurred by City, even if the matter is not prosecuted to a final judgement or is amicably resolved, unless City should otherwise agree with applicant to waive said fees or any part thereof. The foregoing will not apply if the Permittee prevails on every issue in the enforcement proceeding.
15. DECLARATION. I affirm, under penalty of perjury under the laws of California one of the following declarations:

(____) I have and will maintain a certificate of consent of self-insure for workers’ compensation, issued by the Director of Industrial Relations as provided for by Labor Code § 3700 for Permit No. __________.

Policy No.________________________________________________________

(____) I have and will maintain workers’ compensation insurance as required by Labor Code § 3700 for the performance of the work under Permit No. __________________________. My workers’ compensation insurance carrier and policy number are:

Carrier________________________________________________________
Policy Number___________________________________________________
Expiration Date___________________________________________________
Name of Agent___________________________________________________
Phone #_________________________________________________________

(____) I certify that, in the performance of the work under Permit No. __________________________, I will not employ any person in any manner so as to become subject to the workers’ compensation laws of California, and agree that, if I should become subject to the workers’ compensation provisions of Labor Code § 3700 I must immediately comply with those provisions or the Permit will automatically become void.

16. SIGNATURE REQUIRED. Permittee, or its representative, must sign and return this original permit to the City of Bellflower within three (3) business days from receiving this permit. Failure to do so will be deemed a withdrawal of the Permittee’s application.

By issuing this permit, the City of Bellflower does not assume responsibility of liability for claims, damages or injuries, of whatever nature, which may arise from this work.

I, _________________________________ the applicant for the permit described above, do hereby acknowledge that I have read the terms and conditions of this addendum; that the terms and conditions are acceptable and agree to abide by, comply with, and accept full and complete responsibility therefore.

Dated this ___________ day of _____, 20__.  

By: __________________________________________