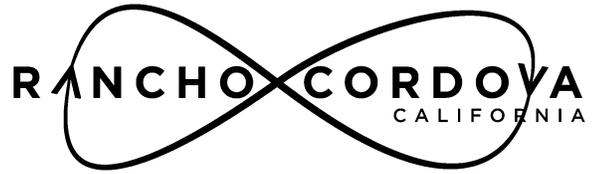


Sidewalk Vendor Permit Application

Last Revised April 2019



Sidewalk Vendor Permits: are issued through the Planning Department and allows the sales of food or merchandise from a pushcart, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path per section 4.54.020.

Submittal Requirements

- Completed Application
- Description of food or merchandise
- Copy of California seller's permit number (if applicable)
- Copy of Health Department food permits (if applicable)
- Fee of \$60.00

City Use Only

Application #: _____

Date Submitted: _____

Received by: _____

Fee: _____

Applicant Information

Applicant Name: _____

Mailing Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Phone: _____ **E-mail:** _____

Employer/Business Name: _____

Mailing Address: _____

California Seller's Permit Number: _____

Product Description: _____

I/we hereby certify that the foregoing information is true and correct and that the vending permit will not be used for any other purpose than indicated in this application

Applicant Signature: _____ Date: _____



Health, Safety, and Welfare Regulations

1. At all times, the sidewalk vendor shall maintain at least one four (4) foot width path of travel for pedestrian travel.
2. The four (4) foot clear path of travel must be free and clear of any obstacles including, but not limited to, tents, chairs, signage, or any other objects that reduce the required width of clearance.
3. The sidewalk vendor is not permitted to locate on a sidewalk within the immediate vicinity of a construction zone or traffic controlled area for construction purposes of any kind.
4. The sidewalk vendor is not permitted to locate with the immediate vicinity of an area designated for a temporary use permit issued by the City for temporary use of, or encroachment on, the sidewalk or other public area, including, but not limited to, an encroachment permit, special event permit, or temporary event permit, for purposes including, but not limited to, filming, parades, events, or outdoor concerts. A prohibition of sidewalk vending pursuant to this subsection shall only be effective for the limited duration of the temporary special permit.
5. The sidewalk vendor is not permitted to be located in areas within the immediate vicinity of a permitted certified farmers' market or a permitted swap meet during the limited operating hours of that certified farmers' market or swap meet. A "certified farmers' market" means a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agricultural Code and any regulations adopted pursuant to that chapter. A "swap meet" means a location operated in accordance with Article 6 (commencing with Section 21660) of Chapter 9 of Division 8 of the Business and Professions Code, and any regulations adopted pursuant to that article.
6. The sidewalk vendor shall provide a trash receptacle for patrons to dispose of any trash, as well as ensure that the area is kept clean during hours of operation and upon leaving the location.

Agreement and Representations of Applicant

This Application is not complete, and processing of this Application will not begin, until all initials and signatures are provided by the Applicant:

- 1) Acknowledge and agree that by making this application, I have included all of the required items in hard copy (see submittal checklist). Applicant understands that missing items, inaccurate items, false information, or misleading items or information may delay the processing of the application or a permit revoked upon discovery.
_____ (Initial)
- 2) Government Code Section 65105 states that City staff may enter upon the subject property in the performance of their functions and make site inspections. I hereby grant City staff with such permission. _____ (Initial)
- 3) Applicant(s) agree to defend, indemnify and hold harmless with Counsel selected by the City of Rancho Cordova ("City") and its agents, officers, consultants, and employees ("City's Agents") from any and all claims, actions, suits, or proceedings against the City or the City's Agents to attack, set aside, void, or annul an approval by the City, or the City's Agents concerning the project (collectively "Claim"). The City shall promptly notify the Applicant of any Claim and the City shall cooperate fully in the defense. Nothing in this paragraph obligates the City to defend any Claim and the City is not required to pay or perform any settlement arising from any such Claim not defended by the City, unless the settlement is approved in writing by the City. _____ (Initial)

Application Covenants, Conditions, and Understandings

- 4) Applicant(s) acknowledges and agrees that this application is a contract between the Applicant and the City and that all obligations are enforceable against the Applicant regardless of the status or outcome of the Application process. This Application sets forth all covenants, promises, conditions and understandings between the parties and there are no promises, conditions or understandings either oral or in writing between the parties other than as set forth herein. No contemporary or subsequent alteration, amendment, change or addition to this application form shall be binding upon the City unless reduced to writing and signed by the City Manager, or his/her designee and the Applicant. No course of conduct shall be binding upon the City and waiver of one or more provisions or violations shall not be construed as a course of conduct to be relied upon and may not be the basis for any expectation of future waiver or estoppel of that or any provision. _____ (Initial)

PLANNING DEPARTMENT

2729 Prospect Park Drive | Rancho Cordova, CA 95670

Phone: (916) 851-8750 | Fax: (916) 851-8762

5) This Application is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Application, the venue for any legal action shall be with the appropriate court in the County of Sacramento, State of California. Should legal proceedings of any type arise out of this Agreement, the prevailing party shall be entitled to costs, attorney's fees, and legal expenses, including but not limited to expert fees and costs. _____(Initial)

It Is So Agreed:

Applicant Signature

Date

Planning Department Determination

This plan has been reviewed by the City of Rancho Cordova Planning Department and to the best of our knowledge and belief, meets the City of Rancho Cordova Ordinances. This signature does not constitute a variance from any requirements of any federal, state or local code, law, specification, rule, guideline, or ordinance. It is the sole responsibility of the applicant to ensure that they meet all the aforementioned requirements.

Planning Department Approval: _____ Date: _____

Print Name: _____

Applicant Signature

I/we hereby certify that I/we have read and fully understand the conditions/restrictions listed in the attached table.

Applicant Signature: _____ Date: _____

Print Name: _____

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