

## Sidewalk Vending Permit Application – Business Owner Application Planning and Development Department

Applications are submitted to the Planning and Development Department,
Planning Division, located at Corona City Hall,
400 S. Vicentia Avenue, Corona CA 92882. (951) 736-2262.

Permit Fee: \$67.00

Section 1	- APPLICANT INFO	DRMATION FOR E	BUSINESS OWNER	☐Use as Primary Mailing Address		
A. Title:	☐ Sole Owner	☐ President	☐ CFO or CEO	☐ Agent of		
	☐ Co-Owner	☐ Officer	☐ Corporation	Business □ Partnership		
C. Date o	f Birth:					
D. Form o	of Identification (sele	ct <u>one</u> and include	e a copy):			
☐ Driver License #:		Sta	ate of Issue:	Expiration Date:		
□ ID Card #:		Sta	ate of Issue:	Expiration Date:		
☐ Passport #:		Co	untry of Issue:	Expiration Date:		
□ Indivi	idual Tax Payer Ident	tification #:				
□ Othe	r Government Identi	fication #:	Country of Issue: _	Expiration Date:		
☐ Socia	al Security Card #:					
E. Home	Address:					
F. Primary	/ Phone Number:					
G. Email A	Address:					
Section 2	- BUSINESS INFO	RMATION				
A. Busines	ss Name:					
B. Busines	ss Address:					
C. Phone	Number:					
D. Email A	ddress:					
NOTE: Emplo	yees of the business owr	ner are required to app	ly for a vendor permit using th	he city's Employee Vendor Permit		

Application.

Section 3 - ATTACHMENTS  A. California Seller's Permit Number:	Expiration Date:	□Copy Attached
	 Expiration Date:	· -
C. Name of Comprehensive General Lia	ability Insurance Company:	
	Expiration Date:	
Section 4 - TYPE OF VENDING PERM	шт	
A. Mobility Range - Select one only:		
☐ <b>Stationary</b> : Vending from a fixed locat	tion (not allowed in residential neighborhoods)	
1. Display Area or Sidewalk Vending	Receptacle (limited to 50 S.F. and a heig	ht of 6'):
Height: Width Leng	th	
portable cooking equipment, etc	ewalk Vending Receptacle (ex: tables, pu	
3. Will a sound amplifying device b dBA measured 10 feet from the si	e used (music, bullhorn, bells, etc.) (Soun idewalk vending receptacle).	d shall not exceed 65
☐ <b>Roaming</b> : Moving from place to place	e and stop only to complete a transaction	
1. Sidewalk Vending Receptacle (lir	mited to 50 S.F. and a height of 6'):	
Height: Width: Ler	ngth	
·	e used (music, bullhorn, bells, etc.) (Sound idewalk vending receptacle).	
If yes, describe		
B. Days and Hours of Operation:		
☐ Monday - Hours: ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐		- Hours:
☐ Thursday - Hours: ☐Friday ☐ Saturday - Hours: ☐Sunday		
□ Saturday = Hours, □Sunday	/ 110015	

C. Number of employees that will be vending in the city at a given time: \_\_\_\_\_

#### Section 5 - TYPE OF ITEMS OFFERED FOR SALE

A. Food		
☐ Pre-packaged or pre-prepared food		
☐ Onsite food preparation		
☐ Harvested Fruit (Environmental Health perr	mit not required)	
1. Riverside County Environmental Health Depa	rtment: Food Facility Health Pe	ermit Approval
Date of Issue:	Expiration Date:	□Copy Attached
2. Description of food for sale:		
3. Where the food will be prepared:		
B. Merchandise		
1. Description of Merchandise for Sale:		
Section 6 - ACKNOWLEDGEMENTS		
(INITIALS Needed)		
I acknowledge that the sidewalk vendin generally applicable local, state, and federal laws		will comply with all other
I acknowledge that this sidewalk vendor p	permit is valid for one year from	m the date of issuance.
I certify to my knowledge and belief that and correct.		
I agree to defend, indemnify, release commissions, officers and employees from and ag actions, causes of action, suits, losses, judgments, without limitation, attorney's fees, disbursements which may arise from or in any manner relate (dir activities of the sidewalk vendor. This indemnif awarded against the city, if any, costs of suit, attowith such claim, action, or proceeding whether initiating or bringing such proceeding.	painst any and all claims, demand fines, penalties, liabilities, costs s and court costs) of every king ectly or indirectly) to the pernal fication shall include, but not prineys' fees, and other expense	nds, obligations, damages, ts and expenses (including and and nature whatsoever nit or the sidewalk vendor t be limited to, damages ses incurred in connection
I agree that the use of public property is at	my own risk, the city does no	ot take any steps to ensure

public property is safe or conducive to the sidewalk vendor activities.
I will obtain at all times during the duration of the permit, maintain any insurance of such types and in such amounts as required by the city's risk manager.
I acknowledge my employees engaging in sidewalk vending in the city will obtain an "employee vending permit" from the city. Employees will be given a copy of the business owner's vending permit and limited liability insurance to complete the employee vending permit application form.
Section 7 - TERMS OF SIDEWALK VENDING
Please read the full conditions, restrictions, operating requirements and prohibited activities listed in Chapter 5.35 of the Corona Municipal Code. Below are the key operating requirements of a sidewalk vending permit.
I understand the requirements for sidewalk vending according to Chapter 5.35 and have read and agreed to abide by the requirements including the following:
(INITIALS Needed)
The sidewalk vending receptacle or the display area will not exceed a total area of fifty (50) square feet and a height of six (6) feet.
Will display the sidewalk vending permit at all times on the sidewalk vending receptacle within public view. If food is being sold and requires a county health permit, the health permit will be displayed in public view at all times on the sidewalk vending receptacle.
The sidewalk vending receptacle will not be left unattended.
Sidewalk vending <u>will not</u> be within the following areas:

- 1) Within eighteen (18) inches of any curb face on all roads.
- 2) On any designated emergency vehicle accessway.
- 3) On any public property that does not meet the definition of a sidewalk including, without limitation, any public or private alley, street, roadway or parking lot.
- 4) Within, two hundred (200) feet of: (a) an area designated for a special event for the limited duration of the special event; (b) activities that are permitted by an encroachment permit for the duration of the encroachment permit; or (c) an area covered by a film permit issued pursuant to Chapter 17.97 of this code for the limited duration of the film permit.
- 5) On any private property without the express written consent of the owner or lessee of the property.
- 6) On the same block frontage as another sidewalk vendor.

- 7) Within fifty (50) feet of a street corner as measured in a straight line from the end of the curve at the corner.
- 8) Within five hundred (500) feet of a freeway on and off ramp measured in a straight line along the street frontage from the end of the curve at the corner adjacent to the on and/or off ramp and disregarding any intersecting or intercepting street.
- 9) Within two hundred (200) feet of a school, a place of worship, or a child day-care facility.
- 10) Within two hundred feet (200) of a permitted certified farmers' market or swap meet during the limited operating hours of that certified farmers' market or swap meet.
- 11) On sidewalks that do not have a minimum width of five (5) feet.
- 12) Within twenty-five (25) feet of a: (a) entrance or exit to a building, structure or facility; (b) curb which has been designated as yellow or red zone, or a bus zone; (c) traffic signal support post; (d) fire hydrant; (e) automated teller machine; (f) driveway opening; (g) trash or recycling receptacles, bike racks, benches, bus stops or similar public use items; and (h) public art objects, items, and displays.
- 13) On sidewalks that would violate provisions of this code relating to visibility requirements for streets, alleys, driveways, and intersections.
- 14) On sidewalks adjacent to local residential streets.
- 15) On any sidewalk with a gradient in excess of ten percent (10%).
- 16) Within two hundred (200) feet of any public safety facility, including, without limitation, police stations, and fire stations.
- 17) On any sidewalk where the sidewalk vending receptacle and queuing patrons would reduce clearance to less than four (4) feet.
- 18) On any sidewalk where the sidewalk vending receptacle and queuing patrons would restrict access requirements under the Americans with Disabilities Act.
- 19) On any sidewalk where the sidewalk vending receptacle and queuing patrons would jeopardize the fire or life safety of any person.

Any noise originating from or associated with the sidewalk vending will not exceed 65 decibels as measured within a ten (10) foot radius of the sidewalk vending receptacle.
No stationary sidewalk vending will be in residential neighborhoods.
Stationary and roaming sidewalk vending in non-residential neighborhoods will be within the hours of operation of the businesses on the same block frontage, and in parks during the hours that the park is open.
Roaming sidewalk vending in residential neighborhoods will only occur between the hours o 8:00 a.m. to 7:00 p.m.

Sidewalk vending in any public park will comply with the following:
<ol> <li>No stationary sidewalk vending will be in any park with a concession stand operated by a vendor selling food or merchandise under exclusive contract with the City.</li> <li>No roaming sidewalk vending will be conducted within fifty (50) feet of any portion of a park with a concession stand operated by a vendor selling food or merchandise under exclusive contract with the City.</li> <li>Sidewalk vending will cease at least one (1) hour prior to park closure.</li> <li>Sidewalk vending will remain on sidewalks.</li> <li>Sidewalk vending will not block access to any park equipment, playing field or park amenity.</li> <li>Sidewalk vending will not be within one hundred (100) feet of a field or court that is actively being used for sports (e.g., baseball field while baseball is being played).</li> <li>Sidewalk vending will not be within one hundred (100) feet of any community building or structure, water feature or splash pad, restroom entrance, playground, or play equipment.</li> </ol>
I, THE UNDERSIGNED, ACKNOWLEDGE AND UNDERSTAND THAT I AM RESPONSIBLE FOR COMPLYING WITH THE INFORMATION, RESTRICTIONS, AND CONDITIONS OF THE SIDEWALK VENDING PERMIT WHEN ISSUED. I HAVE READ AND ACKNOWLEDGE THE PROVISIONS OF CHAPTER 5.35 OF THE CORONA MUNICIPAL CODE, AND HEREBY ACKNOWLEDGE RESPONSIBILITY FOR PENALTIES ASSOCIATED WITH NON-COMPLIANCE WITH THE PERMIT CONDITIONS, WHETHER OR NOT I AM PRESENT AT THE TIME OF THE VIOLATION. INITIALS
I have read and understand the provisions, rules and regulations of the City of Corona, California and the Municipal Code governing the type of vending permit for which I am applying. I declare, under penalty of perjury, that all of the information contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this form are subject to investigation. Any false or dishonest answer to any question may be grounds for denial or subsequent revocation of permit.
Applicant's Signature

EXAMPLE OF LIMITED LIABILITY INSURANCE ON FOLLOWING PAGE



### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

	ne terms and conditions of the policy ertificate holder in lieu of such endor				ndorser	ment. A stat	ement on th	s certificate does not co	onfer r	ights to the
-	DUCER	Seille	:III(S)	•	CONTA	СТ				
					NAME: PHONE			FAX		
					E-MAIL ADDRE	o, Ext):		(A/C, No):		
					ADDRE					I
							SURER(S) AFFOR	RDING COVERAGE		NAIC #
INSU	IRED				INSURE					
					INSURE				47	
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co	VERAGES CEI	RTIFI	CATE	NUMBER:				REVISION NUMBER:		
IN C	HIS IS TO CERTIFY THAT THE POLICIE: IDICATED. NOTWITHSTANDING ANY RETTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUIF PER	REMEI ΓΑΙΝ,	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY	CONTRACT	OR OTHER DESCRIBED	OCUMENT WITH RESPECT TO HEREIN IS SUBJECT TO	T TO	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDI	SUBR	POLICY NUMBER		POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	GENERAL LIABILITY	II VOI	1000			(MINICOLLET)	(MINI/OD/1111)	EACH OCCURRENCE	\$	1,000,000
	X COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
	CLAIMS-MADE X OCCUR							MED EXP (Any one person)	\$	
		N/ı						PERSONAL & ADV INJURY	\$	
								GENERAL AGGREGATE	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	
	X POLICY PRO- JECT X LOC							COMBINED SINGLE LIMIT	\$	
	AUTOMOBILE LIABILITY							(Ea accident)	\$	
	ANY AUTO ALL OWNED SCHEDULED							BODILY INJURY (Per person)	\$	
	AUTOS AUTOS NON-OWNED							BODILY INJURY (Per accident) PROPERTY DAMAGE	\$	
	HIRED AUTOS AUTOS							(Per accident)	\$	
									\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED   RETENTION \$   WORKERS COMPENSATION	47						WC STATU- OTH-	\$	
	AND EMPLOYERS' LIABILITY							TORY LIMITS   ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$	
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE		
	DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	CLES (	Attach	ACORD 101, Additional Remarks	Schedule	, if more space is	required)			
	e City of Corona, and its officers and en mination or cancellation of this policy.	ploye	ees sh	nall be named as an additio	nal ins	ured. 30 days	advance wri	tten notice to the City of C	orona	required for
CE	RTIFICATE HOLDER				CANO	ELLATION				
CITY OF CORONA ATTN: CODE COMPLIANCE 400 S. VICENTIA AVENUE			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
CORONA, CA 92882			AUTHORIZED REPRESENTATIVE							

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations				
CITY OF CORONA 400 S. VICENTIA AVENUE CORONA, CA 92882					
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law: and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- **C.** With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:
  - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
  - 1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.