

CITY OF RIVERSIDE
SIDEWALK VENDORS
PERMIT APPLICATION

3900 MAIN ST
RIVERSIDE, CA 92522
(PHONE) 951-826-5465
(FAX) 951-826-2356

City of Arts & Innovation

New

Renewal

GENERAL INFORMATION

OWNER'S NAME (If corporation, use corporate name. If partnership-principal)		DRIVER'S LICENSE NUMBER	STATE	EXPIRATION DATE
BUSINESS NAME (DBA)		DESCRIPTION OF BUSINESS (Be specific) Sidewalk Vendor		
<input type="checkbox"/> SOLE OWNER	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> CORPORATION	<input type="checkbox"/> L.L.P.	<input type="checkbox"/> L.L.C.
BUSINESS ADDRESS (if different)	STREET	CITY	STATE	ZIP
				AREA CODE/TELEPHONE
MAILING ADDRESS (if different)	STREET	CITY	STATE	ZIP
				AREA CODE/TELEPHONE
RESIDENCE ADDRESS (if different)	STREET	CITY	STATE	ZIP
				AREA CODE/TELEPHONE
RIVERSIDE START DATE	FEDERAL TAX ID NUMBER	SALES TAX (SELLER'S PERMIT) NUMBER	SOCIAL SECURITY NUMBER	BUSINESS E-MAIL
LIST EMPLOYEES NAMES AND ADDRESSES (SECTION 5.38.040 RMC)		SOCIAL SECURITY NUMBER	AREA CODE/TELEPHONE	
LIST EMPLOYEES NAMES AND ADDRESSES (SECTION 5.38.040 RMC)		SOCIAL SECURITY NUMBER	AREA CODE/TELEPHONE	

BUSINESS OPERATIONS INFORMATION

VENDOR INFORMATION	REQUIREMENTS
Roaming Sidewalk Vendor: <input type="radio"/> Y <input type="radio"/> N	Photo of pushcarts, stands, displays, pedal-driven carts, wagons, showcases, or racks. <input type="radio"/> Y <input type="radio"/> N
Stationary Sidewalk Vendor: <input type="radio"/> Y <input type="radio"/> N	Copy of current Health Permit. <input type="radio"/> Y <input type="radio"/> N
Number of pushcarts, stands, displays, pedal-driven carts, wagons, showcases, or racks to be operated by applicant? <input type="text"/>	Certificate of liability insurance with minimum coverage of \$1,000,000 naming the City as additional insured, and endorsement of additional insured. <input type="radio"/> Y <input type="radio"/> N
If stationary, what is the location of your non-motorized conveyance? 1. _____ 2. _____	If non-motorized conveyance is pulled by a motor vehicle, copy of current automobile insurance. <input type="radio"/> Y <input type="radio"/> N
What hours do you operate your pushcarts,stands, displays, pedal-driven carts, wagons, showcases, or racks? <input type="text"/>	Current Business Tax Certificate Account Number <input type="text"/>
	Expiration date of Business Tax Certificate <input type="text"/>

NEW

FEE CALCULATION

RENEWAL

Number of pushcarts, stands, displays, pedal-driven carts, wagons, showcases, or racks operating in Riverside: <input type="text"/>	Number of pushcarts, stands, displays, pedal-driven carts, wagons, showcases, or racks operating in Riverside: <input type="text"/>
Minimum Fee First Cart = \$32.00	Minimum Fee First Cart = \$28.00
Plus \$9.00 Each Additional Cart <input type="text"/> X \$9.00 = <input type="text"/>	Plus \$9.00 Each Additional Cart <input type="text"/> X \$9.00 = <input type="text"/>
Total Amount Due: <input type="text"/>	Total Amount Due: <input type="text"/>

ACKNOWLEDGEMENT

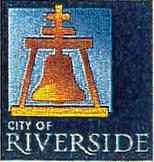
By signature of this application, the undersigned agrees to defend, indemnify and hold harmless the City of Riverside, its officers, employees and agents from any and all losses, damages, claims for damages, liability, expense or cost arising from any accident or occurrence causing any injury or damage to any person or property arising out of or attributed to the activity of the Sidewalk Vendor or his/her employee or agent or the authorization therefore. It is also agreed and understood that the applicant will cause the City of Riverside to be named as additional insured on applicant's General Liability insurance policy.

I acknowledge that I, as owner of the business or the owners authorized agent, have read the Riverside Municipal Code pertaining to Sidewalk Vendors and will comply with all regulations and that I am responsible for all employees' actions related to adherence to the ordinance.

Digital Signature: _____ Date: _____

5.38.115 - Sidewalk vendor location regulations.

- A. No stationary sidewalk vendors shall be located on any residential street, including parkways or sidewalks. Sales may be made on a residential streets by roaming sidewalk vendors that are continually moved from place to place and stopped only for the period of time, not to exceed ten minutes at any one place, necessary to make bona fide sales to purchasers, subject to the provisions of this Code.
- B. No sidewalk vendors shall be located in any location that creates an obstruction to the normal flow of vehicular or pedestrian traffic or to the access to public streets and sidewalks, or that creates a hazard to life or property.
- C. No sidewalk vendors shall be located in any location that obstructs traffic signals or regulatory signs.
- D. No sidewalk vendors shall be located within 15 feet of any intersections, driveway or building entrance, or in any space designed for vehicular parking.
- E. No sidewalk vendors shall be located within 15 feet of any fire hydrant or fire escape, or within 50 feet of any vehicle entrance of any fire station, police department, hospital, or any other structure involved in health and safety emergency matters.
- F. No sidewalk vendors shall be located within 15 feet of any loading zone, bus stop, or parking space or access ramp designed for persons with disabilities.
- G. No sidewalk vendors shall be located within 1,000 feet of a public or private school between the hours of 7:00 a.m. and 4:00 p.m. of any school day.



Sidewalk Vendor Health Permits and Insurance Requirements

Health permits issued from the County of Riverside should be current and in good standing. One health permit is assigned per food pushcart, stand, display, pedal-driven cart, wagon, showcase, or rack. For example, a business owner with five operating food pushcarts must submit five different health permits (one per pushcart). The business owner must also submit a photo of the pushcart, stand, display, pedal-driven cart, wagon, showcase, or rack (a front photo is acceptable).

All sidewalk vendors operating in the City of Riverside shall comply with the City requirements minimum insurance and limits (see sample attached).

1. Minimum Insurance and Limits: (Insurance certificate(s) shall be provided verifying required insurance. A copy of the endorsement pages must accompany the Acord form certificate of liability).

Note: The City reserves the right to modify or amend the type of coverage and limits based upon the risk involved in the scope of services.

A. Commercial General Liability:

Minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including operations, products and completed operations. Insurance Service Office Commercial General Liability coverage (occurrence Form CG 00 01).

- **Additional Insured Endorsement:**

General Liability endorsement coverage shall be provided in the form of an Additional Insured Endorsement (CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used or equivalent) to Contractor's insurance policy, or as a separate owner's policy. The general liability policy must be endorsed to name as additional insured, Additional Insured Endorsement is granted as a General Liability policy, naming City of Riverside, its officers, employees, and agents as additional insured, per attached endorsement # XXXX.

- **Waiver of Subrogation Endorsement:**

Contractor agrees to waive subrogation which any insurer of Contractor may require from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation by its insurance carrier, and shall provide original copy to the City stating, Waiver of Subrogation endorsement as to Commercial General Liability policy is granted as against City of Riverside, per attached endorsement # XXXX.

All documents mentioned will require approval before issuance of a permit. The City generally asks for one to two business days to process approval of the insurance.

City of Riverside Insurance Requirements

Name of
Organization: _____

1. PLEASE PROVIDE THE BELOW LISTED DOCUMENTS TO YOUR PROJECT MANAGER.
2. PLEASE SUBMIT THESE IN ONE (1) PACKAGE OR EMAIL WHEN YOU HAVE ALL
DOCUMENTS IN HAND, ALONG WITH THIS CHECK LIST, AS THEY WILL BE FORWARDED
AS A GROUP TO RISK MANAGEMENT FOR APPROVAL.

Include on one or two Acord forms stating coverage limits, policy numbers, and dates:

- A. **General Liability:** Policy Limit of \$1,000,000 per occurrence / \$2,000,000 aggregate
- Additional Insured Endorsement** Naming as Additional Insured City of Riverside, its officers, employees, and agents.
 - Waiver of the Right of Subrogation Endorsement** against the City of Riverside.
- B. **Auto Liability:** \$1,000,000 combined single limits, if written on a commercial policy.
\$100,000 per accident if written on a personal policy. Requirement is waived if vehicles are not involved.
- Additional Insured Endorsement** Naming as Additional Insured City of Riverside, its officers, employees and agents.
 - Waiver of the Right of Subrogation Endorsement** against the City of Riverside.
- C. **Worker's Comp** in statutory amounts. If there are no employees, check YES and sign the attached waiver of worker's compensation insurance.
- Waiver of the Right of Subrogation for Worker's Comp Endorsement** against the City of Riverside.

Note: The Specification or Request for Insurance may be amended by the City, to require less or greater requirements depending on the potential exposure of risk involved. The minimally required policy limits shall not create a limit or cap on the obligation to indemnify and/or defend City.

Please Note:

1. The City of Riverside shall be given 30 days written notice of cancellation or material change. The certificate submitted will not be approved if it contains "best effort" modifiers or if it relieves the insurer from responsibility for failure to give notice.
2. If any of the insurance requirements above are in conflict with any portion of the insurance provision contained in a formal contract/agreement which has been executed by both the vendor and City, the contract provision overrides these requirements.
3. Insurance documents must be presented to the City no later than five (5) days after execution of the agreement/purchase order; or with application for permit.
4. Organization's insurance shall be primary and shall not require contribution from City's insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/19/2019

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 the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURANCE BROKER/AGENCY 123 MAIN STREET HOMETOWN, CA 91234	CONTACT NAME: John Doe- Agent PHONE (A/C, No, Ext): 123-456-7891 E-MAIL ADDRESS: john.doe@company.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		
INSURED YOUR COMPANY 1234 YOUR STREET YOURTOWN, CA 91234	INSURER A: INSURER'S FULL LEGAL NAME		NAIC # 12345
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			FULL POLICY NUMBER	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			FULL POLICY NUMBER	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			FULL POLICY NUMBER	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EVENT DATE MM/DD/YY- EVENT NAME OR CONTRACT/BID NUMBER XXXX

Additional Insured Endorsement is granted as to General Liability policy, naming City of Riverside, its officers, employees and agents as additional insured, per attached endorsement #XXX. Additional Insured Endorsement is granted as to Automobile Liability policy, naming City of Riverside, its officers, employees and agents as additional insured, per attached endorsement #XXX. Waiver of Subrogation Endorsement as to Commercial General Liability policy is granted as against City of Riverside, per attached endorsement #XXX. Waiver of Subrogation Endorsement as to Automobile Liability policy is granted as against City of Riverside, per attached endorsement #XXX. Waiver of Subrogation Endorsement as to Worker's Compensation policy is granted as against City of Riverside, per attached endorsement #XXX.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF RIVERSIDE RISK MANAGEMENT 3900 MAIN STREET RIVERSIDE, CA 92522	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Jake with StateFarm</i>

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
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)

The City of Riverside, its officers, employees and agents are added as additional insureds.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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 your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

POLICY NUMBER:

**WAIVER OF TRANSFER OF RIGHTS OF
RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
The City of Riverside 3900 Main St., Riverside, CA 92501
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or

damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following.

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement is effective on the inception date of the policy unless another date is indicated below.

SECTION II - LIABILITY COVERAGE, 1. WHO IS AN INSURED is amended to include as an "insured" the person(s) or organization(s) named in the Schedule below, but only with respect to their legal liability for acts or omissions of a person for whom Liability Coverage is afforded under this policy. You are authorized to act for the additional insured named in the Schedule in all matters pertaining to this insurance.

SCHEDULE

Name and Address of Additional Insured:

ANY PERSON OR ORGANIZATION THAT YOU HAVE AGREED IN A WRITTEN CONTRACT, THAT SUCH PERSON OR ORGANIZATION IS AN ADDITIONAL INSURED ON THIS POLICY.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured

Endorsement Effective Date:
address.

local Standard Time at the First Named Insured's

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

SAMPLE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)