

Lake Havasu City Parks Temporary Vending Permit Guide

This guide provides information and requirements for vendors that want to operate in Lake Havasu City's Parks.

Agency Contact Information

Lake Havasu City Admin Services
(Business License and Sales Tax License)
2330 McCulloch Blvd N
Lake Havasu City, AZ 86403
(928)453-4153
Email: BusinessLicense@lhcaz.gov
www.lhcaz.gov

*Lake Havasu City Parks and Recreation
Department*
(Park Vending Permit)
100 Park Ave
Lake Havasu City, AZ 86403
(928)453-8686
www.lhcaz.gov

Lake Havasu City Fire Department
(Fire Department Inspection Form)
2330 McCulloch Blvd N
Lake Havasu City, AZ 86403
(928)855-1141
Email: lhcfire@lhcaz.gov
www.lhcaz.gov

*Mohave County Department of Public
Health*
(Mobile Food License)
2001 College Drive, ste. 95
Lake Havasu City 86403
www.mohavecounty.us

Parks Temporary Vending Permits will only be issued to licensed food vendors to sell food and non-alcoholic beverages in designated locations within Lake Havasu City's Parks. Permit packets must be submitted to the Parks and Recreation Department no later than the 10th of the month prior to the desired month of operation. There will only be a specific number of vendors permitted via a lottery system each month. The lottery will take place the 3rd Monday of each month. Application packets will be held for the calendar year and entered into the lottery each month requested. Each vendor will need to submit a new application packet each calendar year.

Parks Temporary Vending Permit Terms and Conditions

1. Operations. Vendor shall not conduct any vending operations other than the sale of food or non-alcoholic beverage items for immediate consumption. All sales must be completed within posted park hours and in accordance with the approved permit. Vendors are prohibited from selling food or beverage items in glass containers. Vendors are not permitted to drive across park grounds, trails, athletic fields, court areas, etc. Vendors are not permitted to solicit or conduct business with persons in motor vehicles.
2. Vehicle/Cart. Vendor shall not conduct any vending operations from any device or vehicle other than the pushcart or mobile truck identified in the approved permit. Pushcarts or mobile food trucks used by vendor shall not be left unattended at any time or ring bells, play chimes, play an amplified musical system, or make any other noise to attract attention while in the park.
3. Location. This permit is valid for the specific park location as indicated on the approved permit.
4. Vending Area. Vendor must keep the vending area free of litter, garbage, rubble and debris. Vendor must provide a minimum of one, 32-gallon trash receptacle within the designated vending area and must transport all trash from the vending area to an authorized waste disposal location. No equipment can be left within the vending area overnight. Nothing may be placed on a public street or sidewalk, including chairs, tables, and signs. All equipment must stay within the designated vending area.
5. Nontransferable. This permit is nontransferable. It shall not be assigned, transferred, or subcontracted and doing so will automatically terminate the permit. Only the vendor named on the permit may be the vendor at the designated park location.
6. Reservation of Rights. The City reserves the right to approve, deny, or revoke this permit for any violation of these Terms and Conditions or for any reason as determined by the City in its absolute sole discretion.
7. Fees: Fees are \$300 per month plus ten percent (10%) of the revenues generated from the sales that occur at the park during the month permitted. The \$300 fee must be paid before a permit is approved. The ten percent (10%) of the revenues fee is due within 30 days following the month permitted. Failure to pay fees precludes vendor from future participation in this program. All fees are nonrefundable.
8. Insurance. Vendor agrees to procure and maintain, for the duration of this permit, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the activities by the Vendor, and Vendor's agents, representatives, employees, or volunteers. These insurance requirements are minimum requirements and in no way limit the indemnity covenant contained in the permit. The City in no way warrants that these minimum limits are sufficient to protect the Vendor from liabilities that might arise, and Vendor is free to purchase additional insurance.

A. Minimum Scope and Limits of Insurance: Vendor shall provide coverage with limits of liability not less than those stated below.

i. Commercial General Liability – Occurrence Form Policy should include bodily injury, property damage, personal injury and broad form contractual liability:

General Aggregate \$2,000,000.00

Each Occurrence \$1,000,000.00

a. Policy shall be endorsed to include the following additional insured language: "Lake Havasu City, Arizona, its departments, agencies, boards, commissions, officers, officials, agents, volunteers, and employees shall be named as additional insured with respect to claims arising out of the activities by or on behalf of the Vendor."

b. Policy shall contain a waiver of subrogation against the City, its departments, agencies, boards, commissions, officers, officials, agents, volunteers, and employees for claims arising from the activities by or on behalf of the Vendor.

ii. Vehicle Liability. If applicable, Vendor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Vendor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Vendor's work or services. To the fullest extent allowed by law, for claims arising out of this permit, the City, its agents, representatives, officers, directors, officials, volunteers, and employees shall be named as an Additional Insured. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

a. Policy shall be endorsed to include the following additional insured language: "Lake Havasu City, Arizona, its departments, agencies, boards, commissions, officers, officials, agents, volunteers, and employees shall be named as additional insured with respect to claims arising out of the activities by or on behalf of the Vendor."

b. Policy shall contain a waiver of subrogation against the City, its departments, agencies, boards, commissions, officers, officials, agents, volunteers, and employees for claims arising from the activities by or on behalf of the Vendor.

iii. Vendor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the activities under this permit and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit, if applicable.

B. Vendor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Vendor shall not be limited to the liability assumed under the indemnification provisions of the permit.

C. Each insurance policy required by the insurance provisions of these Terms and Conditions shall not be suspended, voided, cancelled, reduced in coverage or in limits without ten (10) business days' written notice from the insurer to the City. Notice shall be mailed directly to City [Lake Havasu City, Attention City Attorney/Contracts, 2330 McCulloch Blvd. North, Lake Havasu City, AZ 86403] and shall be sent by certified mail, return receipt requested.

D. Insurance coverage must be provided by an insurance company admitted to do business in Arizona and rated A-VII or better by AM Best's Insurance Rating.

E. Vendor shall furnish to City certificates of insurance as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates shall be mailed directly to City [Lake Havasu City, Attention City Attorney/Contracts, 2330 McCulloch Blvd. North, Lake Havasu City, AZ 86403]. Include permit type, date, and purpose on each certificate of insurance. If requested, complete copies of insurance policies shall be provided to City. All certificates and endorsements are to be received and approved by the City within ten (10) business days of the effective date of the permit. Each insurance policy required by these Terms and Conditions must be in effect at or prior to the commencement of the permit and must remain in effect for the duration of the permit. Failure to maintain the insurance policies or to provide timely evidence of renewal will be considered a material breach of these Terms and Conditions and the City may terminate the permit immediately.

9. Laws. Vendor must comply with all applicable federal, state, county, and City laws, ordinances, rules, and regulations concerning the sanitation, safety, and health of the food service operations.

10. Quality of Service.

A. It is the City's intent that the vending services are of the highest quality attainable. All vending areas must be kept clean, orderly, and sanitary at all times and in strict accordance with all applicable laws, ordinances, rules, and regulations.

B. All refreshments sold or kept for sale must be first quality, wholesome, and pure; conform in all respects to federal, state, county, and municipal food and other laws, ordinances, and regulations; and be comparable in quality to similar items sold in other bars and restaurants in the City. No imitation, adulterated, or misbranded article shall be sold or kept for sale. All refreshments kept on hand must be stored and handled with due regard for sanitation. In the event that the City notifies the Vendor that the quality of a food or beverage item is below the standards outlined herein, Vendor shall immediately cease the sale of such item.

C. Vendor must maintain a rating with the Mohave County Health Department, which will permit the continuous sale of refreshments in accordance with the Mohave County Health Code at all times during the term of this permit and shall provide the City with a copy of any inspection report within three (3) business days after receipt.

D. All refreshments kept for sale by Vendor are subject to inspection and approval or rejection by the City and duly authorized representatives of appropriate governmental agencies in the reasonable discharge of their governmental responsibilities.

E. City has the right to require that practices of Vendor or its employees and agents which are prohibited or unauthorized by this Agreement be discontinued or remedied. Failure of Vendor to take appropriate corrective action after notification from the City shall constitute a breach of this permit.

F. Vendor is responsible for the sanitary condition and cleaning of all food service production, if any, storage, and service areas including equipment, floors, walls, ceilings, and shelving within the control of Vendor.

G. Vendor must provide a complete and proper arrangement for the adequate and sanitary handling of all garbage and trash and other refuse caused as a result of its services and provide for its timely removal from the vending areas to a central point designated for removal from the site. Vendor must provide and use suitable covered, leak proof receptacles for all trash and barrels, or other similar items when trash is in view of the public. Vendor must keep any areas for trash and garbage storage prior to removal from the site in a clean and orderly condition so as not to attract rodents, pests, or birds and have all trash and refuse transferred to collection areas designated by City. In transporting garbage, trash, and refuse from any concession areas, Vendor shall use only carts, vehicles, or conveyances that are leak proof.

11. Right of Entry. Representatives of the City have the reasonable right to enter upon, and inspect all spaces occupied by Vendor during the times Vendor is in operation and at all other times when Vendor's officers, employees, agents, or subcontractors are present as long as they do not interfere with the operations of Vendor. The City, upon reasonable notice to Vendor and in the company of a Vendor employee, has the right to inspect any locked equipment of the Vendor being used at or on site and any sales or storage equipment used by Vendor.
12. Non-Exclusive Use. This permit shall not be construed as limiting the rights of City to issue similar permits for the same or similar activities in the park covered by this permit. Vendor shall have no exclusive rights or privileges to use City owned or managed property, including parking spaces, staging areas, walking areas, picnic shelters, or water areas. Furthermore, the Vendor shall have no exclusive rights or privileges to conduct the given activity on City owned or managed areas.



PARKS AND RECREATION DEPARTMENT

Parks Temporary Vending Permit Application

General Information

The Temporary Vending Permit provides licensed food vendors the opportunity to temporarily sell food and non-alcoholic beverages at designated park locations approved by Lake Havasu City. Permits may be purchased by the month. Permit applications must be submitted to the Parks and Recreation Department no later than the 10th of the month prior to the desired month of operation.

The application will not be processed without the following attached:

- Copy of current business insurance policy/certificate
- Copy of cart or vehicle insurance policy/certificate
- Business License
- Sales Tax License
- LHC Fire Department Inspection Form
- Mohave County Department of Public Health Mobile Food Vending Permit
- Complete menu, including pricing of all items sold
- Photograph or detailed drawing of push cart and/or mobile truck
- Copy of Food Handler's Card

Vending Request

Vending Location Requested: _____

Start Month/Year: _____ End Month/Year: _____

Days: Sun Mon Tues Wed Thurs Fr Sat

Begin Time: _____ A.M./P.M. End Time: _____ A.M./P.M.

Contact Information

The permit holder must match the "insured" on the insurance certificate

Business Name: _____ (Vendor)

For Profit

Non-Profit (*Proof Required*)

Street Address: _____ Apt/Unit/Suite: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____ Phone: _____

Contact Name: _____ Phone: _____

Email Address: _____

To the fullest extent permitted by law, Vendor agrees to indemnify, defend, save, and hold harmless Lake Havasu City, its departments, agencies, boards, commissions, officers, officials, agents, volunteers, and employees ("Indemnitee") for, from, and against any and all claims, actions, liabilities, damages, costs, losses, or expenses (including, but not limited to, court costs, attorneys' fees, and costs of claim processing, investigation and litigation) to which any Indemnitee may become subject, under any theory of liability ("Claims") to the extent that Claims are caused by the negligent acts, recklessness, or intentional misconduct of the Vendor arising out of or as a result of use of a City park and/or the Applicant's permitted activities. Vendor agrees to be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

By submission of this application, Vendor agrees to be bound by the attached Terms and Conditions.

Applicant Signature: _____ Date: _____

Lake Havasu City Parks and Recreation
100 Park Ave
Lake Havasu City, AZ 86403

Phone: (928)453-8686 Fax: (928)453-1133
Web: www.lhcaz.gov/parks-recreation
Email: