



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 INFORMATION FOR BUSINESS OWNER

Use as Primary Mailing Address

- A. Title: Sole Owner President CFO or CEO Agent of Business
 Co-Owner Officer Corporation Partnership

B. First and Last Name: _____

C. Date of Birth: _____

D. Form of Identification (select **one** and include a copy):

- Driver License #: _____ State of Issue: _____ Expiration Date: _____
 ID Card #: _____ State of Issue: _____ Expiration Date: _____
 Passport #: _____ Country of Issue: _____ Expiration Date: _____
 Individual Tax Payer Identification #: _____
 Other Government Identification #: _____ Country of Issue: _____ Expiration Date: _____
 Social Security Card #: _____

E. Home Address: _____

F. Primary Phone Number: _____

G. Email Address: _____

Section 2 – BUSINESS INFORMATION

A. Business Name: _____

B. Business Address: _____

C. Phone Number: _____

D. Email Address: _____

NOTE: Employees of the business owner are required to apply for a vendor permit using the city's Employee Vendor Permit Application.

Section 3 – ATTACHMENTS

A. California Seller's Permit Number: _____ Expiration Date: _____ Copy Attached

B. City Business License Number: _____ Expiration Date: _____ Copy Attached

C. Name of Comprehensive General Liability Insurance Company: _____

Policy Number: _____ Expiration Date: _____ Copy Attached

Section 4 – TYPE OF VENDING PERMIT

A. Mobility Range - Select one only:

Stationary: Vending from a fixed location (not allowed in residential neighborhoods)

1. Display Area or Sidewalk Vending Receptacle (limited to 50 S.F. and a height of 6'):

Height: _____ Width _____ Length _____

2. Description of display area or Sidewalk Vending Receptacle (ex: tables, pushcart, shade structure, portable cooking equipment, etc.)

3. Will a sound amplifying device be used (music, bullhorn, bells, etc.) (Sound shall not exceed 65 dBA measured 10 feet from the sidewalk vending receptacle). _____ Yes _____ No

If yes, describe _____

Roaming: Moving from place to place and stop only to complete a transaction

1. Sidewalk Vending Receptacle (limited to 50 S.F. and a height of 6'):

Height: _____ Width: _____ Length _____

2. Will a sound amplifying device be used (music, bullhorn, bells, etc.) (Sound shall not exceed 65 dBA measured 10 feet from the sidewalk vending receptacle). _____ Yes _____ No

If yes, describe _____

Description of cart device: _____

B. Days and Hours of Operation:

Monday – Hours: _____ Tuesday – Hours: _____ Wednesday – Hours: _____

Thursday – Hours: _____ Friday – Hours: _____

Saturday – Hours: _____ Sunday – Hours: _____

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 permit not required)

1. Riverside County Environmental Health Department: Food Facility Health Permit 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 vending to occur with this permit will comply with all other generally applicable local, state, and federal laws.

_____ I acknowledge that this sidewalk vendor permit is valid for one year from the date of issuance.

_____ I certify to my knowledge and belief that the information contained within this application is true and correct.

_____ I agree to defend, indemnify, release and hold harmless the city, its city council, boards, commissions, officers and employees from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to the permit or the sidewalk vendor activities of the sidewalk vendor. This indemnification shall include, but not be limited to, damages awarded against the city, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, or proceeding whether incurred by the permittee, city, and/or the parties initiating or bringing such proceeding.

_____ I agree that the use of public property is at my own risk, the city does not 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 **will not** 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 of 8:00 a.m. to 7:00 p.m.

-----Sidewalk vending in any public park will comply with the following:

- 1) 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.
- 2) 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.
- 3) Sidewalk vending will cease at least one (1) hour prior to park closure.
- 4) Sidewalk vending will remain on sidewalks.
- 5) Sidewalk vending will not block access to any park equipment, playing field or park amenity.
- 6) 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).
- 7) 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.

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 _____

Date _____

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 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 | CONTACT NAME: | |
| | PHONE (A/C, No. Ext): | FAX (A/C, No): |
| INSURED | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: | NAIC # |
| | 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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|----------------|-------------------------|-------------------------|--|
| | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | | | N/ | | | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | Y / N N / A | | | WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

The City of Corona, and its officers and employees shall be named as an additional insured. 30 days advance written notice to the City of Corona required for termination or cancellation of this policy.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF CORONA
 ATTN: CODE COMPLIANCE
 400 S. VICENTIA AVENUE
 CORONA, CA 92882

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

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
2. 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:

1. 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:

1. 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.