

## Permit Terms and Conditions

If issued, a requested street use permit or park use permit will be subject to the following terms and conditions:

1. The permit will be valid only on the date or dates set out in the permit and only for the location set out in the permit (the “Site”). The Permit will NOT give the operator the right to vend food on any other dates or at any other locations.
2. The permit holder will be required to have a valid and subsisting District of North Vancouver business licence for the vending unit, and the business licence must be displayed in a prominent location on the vending unit at all times while in operation. Please note that a business licence for a mobile food vendor<sup>1</sup> will not be issued without the written approval of the District of North Vancouver Fire Department, particularly relating to compliance with all of the requirements contained within Section 6.82 of the Fire and Rescue Services Bylaw No. 8511.
3. The permit holder will be required to have a valid and subsisting “Permit to Operate” from a BC Health Authority for the vending unit, and the “Permit to Operate” must be displayed in a prominent location on the vending unit at all times while in operation. This can be issued by any Health Authority in BC and confirms the food handling practices meet provincial health standards.
4. The permit holder will be required to have a valid and subsisting clearance letter and confirmation of good standing from WorkSafe BC (or exemption).
5. The permit holder must carry:
  - (a) Commercial General Liability Insurance policy in an amount not less than \$ 5,000,000 per occurrence including Products and Completed Operations coverage, which policy shall cover the District of North Vancouver as Additional Insured with a Cross Liability clause, it shall contain a 30-day written notice of cancellation of or material change to the policy provision and otherwise be on terms and with insurers acceptable to the District of North Vancouver.
  - (b) Automobile Liability Insurance in an amount not less than \$ 2,000,000 per accident or occurrence.
6. The permit holder must at all times comply with:
  - (a) all terms and conditions attached to the permit holder’s business licence, including, without limitation, all the requirements contained within Section 6.82 of the Fire and Rescue Services Bylaw No. 8511;
  - (b) all terms and conditions attached to its “Permit to Operate” issued by a BC Health Authority;
  - (c) all applicable District of North Vancouver Bylaws, including, without limitation, the District of North Vancouver’s Sign Bylaw and Noise Regulation Bylaw; and

(d) all laws of all other authorities having jurisdiction.

7. The permit holder must not cause or permit the disposal or spillage of any materials, including without limitation, rinse or wash waters, grease, food waste, or any other materials or any other waste of any nature or kind, on, in or under any District-owned property or into any catch-basins, streets, gutters, storm drains, or creeks.
8. The permit holder must not cause or permit the cleaning or maintenance of any vending unit or other vehicle or equipment on the Site or on any other District-owned property including roads.
9. The permit holder must ensure that all vending units other vehicles and equipment are free of leaking fluids.
10. The permit holder must conduct a daily cleanup of the Site and all areas within a 10 metre radius of the Site.
11. The permit holder must ensure that all garbage and waste is recycled or disposed of properly off-site. Use of District garbage/recycling receptacles is prohibited.
12. The permit holder must provide its own independent sources of potable water and power, and must not under any circumstance connect to any water or power sources at the Site.
13. The permit holder must ensure that all vending units and all other vehicles and equipment are removed from the Site at the end of each day during the term of the Permit, and under no circumstance will the permit holder cause or permit any vending units or other vehicles and equipment to be left unattended at any time.
14. Storage is limited to the permitted vending unit. Free-standing storage units are prohibited.
15. The District may require the relocation of a permitted vending unit or other vehicle or equipment at any time and for any reason, and the permit holder will comply with such requirement without delay. Advance notice of a relocation requirement will be given when possible.
16. All permitted vending units and other vehicles and equipment must be maintained in good operating condition.
17. The permit holder will not alter the appearance or operating efficiency of a permitted vending unit during the term of the permit without the prior written approval of a District Business Licence Inspector.
18. The permit holder will not cause or permit the installation or display of any signage without the prior written approval of a District Business Licence Inspector, which approval may be denied even if the proposed signage complies with the District's Sign Bylaw.
19. Failure to comply with one or more of the above conditions may result in enforcement action against the Business Licence or termination of the permit.
20. Each vending unit is allowed two folding chairs for customers; additional furniture or objects are not permitted unless specifically authorized under the permit.

21. The permit holder shall at all times accept full responsibility for any accident that may occur, or damage that may be done to any person or property whatsoever, caused directly or indirectly by the use and occupation of District of North Vancouver property and shall release, save harmless and keep indemnified the Corporation of the District of North Vancouver from all claims and demands whatsoever in respect of such use and occupation.
22. The permit holder shall notify the DNV Bylaw Services at 604-990-2400 if unauthorized vehicles are parked in the area specified on the permit and clearly marked with signage.
23. The District of North Vancouver will not refund or reimburse permit fees under any circumstance or for any reason.

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<sup>1</sup> Mobile Food Vendor in this context means a person carrying on a business of preparing food and offering it for sale from a vehicle and includes, but is not limited to, vehicles, trailers and carts with cooking equipment that produce smoke or grease laden vapors in a confined compartment. A mobile food vendor is a mobile canteen business for the purpose of the District's Business Licence Bylaw