

Schedule “A”

Terms and Conditions for Vending Activities on City of Edmonton Property

1. **Application Form and Permit**

- 1.1. Upon receipt of all applicable fees, fulfillment of all licensing and insurance requirements to the satisfaction of the City of Edmonton (the “City”), provision of any other required information, and signature by the Manager of Edmonton Transit or his designate, the Application Form shall serve as a Permit to carry on vending activities as described in the Application Form on City of Edmonton Property.
- 1.2. Enquiries regarding the application shall be directed to

ETS Customer Programs
P.O. Box 2610, Station Main,
Edmonton, Alberta
T5J 3R5

or to takeets@edmonton.ca
- 1.3. The City reserves the right to reject any Application for any reason whatsoever, including but not limited to space limitations or unsuitability of the proposed activity.
- 1.4. LRT station and bus terminal site maps, if available, will be made available to the Applicant to aid in site selection. The final decision of site allocation shall be at the sole discretion of Edmonton Transit.
- 1.5. The Applicant, and any person engaging in vending related activity on the Applicant’s behalf, shall keep a copy of the Permit showing City approval when on City Property and must present it upon request to Bylaw Enforcement Officers, the Police Service Officers, Peace Officers, and Edmonton Transit personnel. If a Permit is not provided, the Applicant may be required to leave the property immediately.

- 1.6. The Applicant shall indemnify and save harmless the City, its servants, agents, employees, and Councillors from and against any and all losses, liabilities, claims, suits, actions, demands, expenses, damages and costs (and without limiting the generality of the foregoing, including solicitor and client costs) which may be brought or made against the City, or which the City may pay or incur, and which arise out of or in connection with any of the rights, licenses or privileges granted to the Applicant pursuant to this Agreement or out of any breach, violation or non-performance by the Applicant of its covenants or obligations pursuant to this Agreement, excepting where such liability arises out of the sole negligence of the City, its servants, agents, employees, or Councillors. This clause shall survive the termination of this Agreement.
- 1.7. The Applicant must apply for renewal of the Permit upon or prior to its expiry date should the Applicant wish to continue business on City property.
- 1.8. The Applicant shall be subject to such additional reasonable terms, conditions and restrictions as the City, in its sole discretion, may impose, from time to time.
- 1.9. The Applicant shall not assign or transfer its rights under this Agreement without the prior written consent of the City, which permission may be unreasonably withheld.
- 1.10. Notwithstanding any other provision herein, the Applicant acknowledges that its right to use City property shall not be exclusive. The City expressly retains its right to permit other persons or entities to hold events or engage in activities on City property that may overlap with or conflict with the Applicant's right to use the same property. Where such overlap or conflict occurs, the Applicant will be required to share or cede vending space as directed by the Manager of Edmonton Transit or his designate. The Applicant shall not be entitled to any refund or reduction in fees as a result of such sharing or cession of vending space.
- 1.11. The City reserves the right to relocate the Applicant in addition to the right to terminate the Agreement in accordance with Section 6.

2. **Licenses and Insurance Coverage**

- 2.1. Throughout the term of this Agreement, the Applicant shall maintain in full force and effect, comprehensive general liability insurance in an amount not less than \$2,000,000.00 (two million dollars) per occurrence for personal



injury and property damage. Such policy shall be endorsed to include contractual liability (including this Agreement), non-owned automobiles, independent contractors, employees as additional insureds, and cross liability. The Applicant shall provide the insurance in terms, form and with insurers that meet the prior approval of the City's Director of Risk Management.

- 2.2. The aforementioned insurance coverage policies shall be endorsed to provide the City with thirty (30) days prior written notice of cancellation or material change, and shall be in a form acceptable to the City's Director of Risk Management or his designate.
- 2.3. Upon request by the City, the Applicant shall provide additional insurance if this is deemed necessary by the City's Director of Risk Management or his designate. If requested, a written explanation will be provided to the Applicant for the additional insurance requirement.
- 2.4. It is further understood and agreed that the policy limits shown under Section (a) and (b) do not define or limit injury and/or property damage, nor does the City make any representations as to the adequacy of said limits or scope of coverage in event of a claim.

3. **Performance, Entertainment, or Busking Activities**

- 3.1. This Permit does not allow the Applicant to engage in performance, entertainment, or busking activities on City of Edmonton property. Should the Applicant wish to engage in any performance, entertainment, or busking activities, an additional permit must be obtained and the terms and conditions of such additional permit shall govern the performance, entertainment, or busking activities.

4. **Vending Services**

- 4.1. The Applicant shall ensure all required permits, approvals, permissions, qualifications, and licenses, including where applicable, a health permit, are obtained as required by any applicable federal, provincial, or municipal government or regulatory agency.
- 4.2. All items for sale shall abide by the rules and restrictions detailed in the Alberta Health and Wellness Food Retail and Food services Code, specifically in regards to pre-packaged items. This provides for the sale of non-perishable, pre-packaged items, including but not limited to newspapers,



periodicals, gum, film, greeting cards, and candy bars.

- 4.3. Edmonton Transit retains the right to disallow sale of items which are immoral or disreputable, in the sole opinion of the City, as represented by the Transit Manager or his designate.
- 4.4. Any free-standing structure used by the Applicant to display or distribute their materials or goods ("Vending Unit") shall be operational by the Applicant within three weeks of the valid date recorded on the Permit, otherwise the assigned spot shall be forfeited and may be reassigned to another vendor. The Applicant shall attach a photograph, color likeness or graphic representation of the Vending Unit with dimensions marked. Only such Vending Units as have been described in the Permit shall be permitted on City of Edmonton Property.
- 4.5. Flammable gases and/or liquids shall NOT be used inside LRT stations or at Transit Centres.
- 4.6. The Applicant shall not obstruct or interfere with doorways, transit equipment, fire hydrants, driveways, or fare payment areas. In addition, the Applicant shall not obstruct or interfere with the movement of transit patrons, pedestrians, motorists, City staff or create a hazardous condition for any of the foregoing.
- 4.7. The Applicant and their Vending Unit must remain within permitted vending area at all times. A minimum clear walking space of 1.5 meters shall be maintained in any area that passengers will be traversing. All existing parking restrictions shall apply. Vending operations shall operate at and within the designated areas only. The LRT Station platforms and Transit Centre "islands" shall not be used in connection with the vending operations.
- 4.8. The Applicant shall not actively solicit or harass pedestrians or transit patrons.
- 4.9. The Applicant shall remove any Vending Units and any materials associated with their vending operation each evening. Absolutely no Vending Units, vehicles, stands, garbage receptacles etc. will be allowed to remain on site after 11:00 p.m. each day. The Applicant shall keep the Vending Unit and immediate area clean and neat.
- 4.10. The Applicant shall provide a publicly accessible garbage receptacle at the Vending Unit. The Applicant shall collect and dispose of any refuse produced

directly or indirectly by the vending operation within a six (6) meter area of the Vending Unit. If a commercial container is not provided then the Applicant shall take the garbage away from the site at the end of each day or at any other frequency as directed by the City.

5. Payment of Fees

- 5.1. All fees are payable immediately upon the City issuing an invoice for the same.
- 5.2. There will be a processing fee of \$20.00 on N.S.F. checks. Failure to reissue a valid check upon notification will result in termination of the Letter of Permission.

6. Cancellation or Termination

- 6.1. The applicant may at any time terminate this Agreement by giving no fewer than two (2) working days written notice.
- 6.2. If the applicant defaults or breaches any provisions of this Agreement, including a failure to pay any fees in a timely manner, the City shall have the right to terminate the Agreement immediately.
- 6.3. In the event that a City representative has reason to believe that the Applicant is not in compliance with this Agreement, the Applicant shall cease the activity in question immediately, and Edmonton Transit Control will be notified.
- 6.4. The City reserves the right to terminate or suspend this Agreement immediately upon verbal notice to the applicant in the event of an emergency situation.
- 6.5. The City may terminate this Agreement for any reason whatsoever, without limitation, upon providing two (2) days' notice to the Applicant.

7. Refunds

- 7.1. All refunds are subject to a \$20.00 administration fee.
- 7.2. Requests for a refund shall be made in writing. A full refund, subject to the administration fee, will be available for any refund request received on or



before the first day that the vending activity was to occur, as set forth on the approved Permit. No refunds will be available after this date.

8. Edmonton Transit Bylaws

- 8.1. The Applicant agrees to be bound by all guidelines, provisions, and restrictions as outlined in the City Bylaw 8353 – Conduct of Transit Passengers (the “Transit Bylaw”).
- 8.2. Violation of the Transit Bylaw shall be grounds for immediate termination of this Agreement, in addition to any penalties and remedies that may be available to the City under the Transit Bylaw.

9. Approval of Product

- 9.1. The City reserves the right to pre-approve all documentation for use by the Applicant including but not restricted to scripts, question sets, themes, equipment lists, or project goals prior to approval of the Application.
- 9.2. The City maintains final approval rights from any product, signage or collateral material developed by the Applicant prior to distribution or use.