

**LETTER OF PERMISSION FOR VENDING ACTIVITIES
AT EDMONTON TRANSIT PROPERTY**

(Refer to General Terms and Instructions attached hereto as Schedule “B”)

The City of Edmonton, Transportation & Services Department, Edmonton Transit, reserves the right to reject any application for any reason whatsoever including but not limited to space limitations, or unsuitability of the activity in question.

A minimum of seven working days notice for approval and process of application is required.

FOR OFFICE USE ONLY

Valid from: to

Authorized by: _____

Date:

Director responsible for Non-Fare Revenue

I. General

1. Name of Operation:

2. Name of Applicant / Person responsible for the operation:

Authorized Signature: _____

3. Address (Street Address, City& Province and Postal Code):

Telephone Number: Alternate Telephone Number: Email:

4. Name(s) of anyone authorized to participate in the activity:

II. Activities Being Performed

(Please describe all the activities that will take place including: explanations of each activity and purposes, who will be performing the activity, how will the public be engaged, risks involved, etc.)

III. Additional Information

Need for security, uniqueness of operation, how participants will be identified, uniforms, etc.

IV. Locations

(Please, provide three choices in order of preference)

<u>LRT Stations</u>	<u>Area in Mezzanine</u>	<u>Dates</u>	<u>Hours of Operation</u>	<u>Number of People in the Area</u>
1. Choose		<input type="text"/> to <input type="text"/>	<input type="text"/> from <input type="text"/>	
2. Choose		<input type="text"/> to <input type="text"/>	<input type="text"/> from <input type="text"/>	
3. Choose		<input type="text"/> to <input type="text"/>	<input type="text"/> from <input type="text"/>	
4. Choose		<input type="text"/> to <input type="text"/>	<input type="text"/> from <input type="text"/>	

<u>Bus Terminal</u>	<u>Area in Terminal</u>	<u>Dates</u>	<u>Hours of Operation</u>	<u>Number of People in the Area</u>
1. Choose		<input type="text"/> to <input type="text"/>	<input type="text"/> from <input type="text"/>	
2. Choose		<input type="text"/> to <input type="text"/>	<input type="text"/> from <input type="text"/>	
3. Choose		<input type="text"/> to <input type="text"/>	<input type="text"/> from <input type="text"/>	
4. Choose		<input type="text"/> to <input type="text"/>	<input type="text"/> from <input type="text"/>	

<u>Other Locations</u>	<u>Area</u>	<u>Dates</u>	<u>Hours of Operation</u>	<u>Number of People in the Area</u>
1. Choose		<input type="text"/> to <input type="text"/>	<input type="text"/> from <input type="text"/>	
2. Choose		<input type="text"/> to <input type="text"/>	<input type="text"/> from <input type="text"/>	
3. Choose		<input type="text"/> to <input type="text"/>	<input type="text"/> from <input type="text"/>	
4. Choose		<input type="text"/> to <input type="text"/>	<input type="text"/> from <input type="text"/>	

IV. License and Insurance

1. Hawker/Peddler License Number (If applicable): Expiry Date:

2. Name of Liability & Auto Insurance Company:

Address of Company (Street Address, City& Province and Postal Code):

Policy Number: Expiry Date:

(NOTE: Minimum Public Liability Insurance of \$2,000,000.00 is required.)

V. Sales Items

1. Products to be sold, and price:

2. Health Permit Number (if applicable):

VI. Equipment

1. Type of vehicle(s) that will be on site (include make, model & license number) (if applicable):

2. Describe all equipment that will be on site (if applicable):

VII. Special Events Exemption

1. Permission to sell at Edmonton Transit Property will not include any special events (ie. in areas where there have already been designated vendors during festivals).

VIII. Return Application Forms to:

Vending at Edmonton Transit Property
Edmonton Transit System
#700, Scotia Place, Tower 1
10060 – Jasper Avenue
Edmonton, Alberta T5J 3R8
Attn: Kwabena Apomah

The vendor by signature on the Letter of Permission signifies that he/she has read the attached Schedule “B” and agrees that, if the application is granted, to be bounded by all its provisions.

Applicant’s Signature: _____

Date

X. Fees Schedule

At all locations in transit bus terminals, LRT areas, and other locations:

Rate: **\$250.00 plus GST (\$262.50)** per unit/per location/per day

Assessed Fee: _____

Paid: _____

- cc. Director of Bus Operations or their designate
- Supervisor of LRT Operations
- Director of Customer Safety & Security

Schedule “B”

General Terms and Instructions for Vending Activities

1. Letter of Permission

- 1.1 The application form, once approved by Edmonton Transit, also serves as a Letter of Permission to carry on vending activities on Edmonton Transit property. The Letter of Permission shall be validated upon receipt of assessed fees, fulfillment of all licensing and insurance requirements, provision of all required information and endorsement by the signature of the Manager of Edmonton Transit. A minimum of seven business days is required for processing and approving applications.
- 1.2 Enquiries regarding the application shall be directed to:

Edmonton Transit System
Attention: Kwabena Apomah
#700, Scotia Place
10060 – Jasper Avenue
Edmonton, Alberta T5J 3R8
- 1.3 Edmonton Transit reserves the right to reject any application for any reason whatsoever, including but not limited to space limitations, or unsuitability of activity in question.
- 1.4 LRT station and bus terminal site maps, if available, will be provided to the applicants for site selection at the time the application form is obtained. Each applicant may list three choices in order of preference in any or all of the available areas. The final decision of site allocation shall be at the sole discretion of Edmonton Transit. The approved location(s) will be listed on the permit.
- 1.5 Each applicant shall state the hours and days of the week which the applicant desires to work on site and shall specify the length of time desired.
- 1.6 The vendor shall always keep a copy of the Letter of Permission at any display, film site, stand, promotional area or vehicle, and must present it upon request to members of Bylaw Enforcement personnel, the Police Service, and Edmonton Transit personnel. If no proof is provided, the vendor may be asked to leave the property.
- 1.7 The vendor agrees to indemnify and hold harmless Edmonton Transit and its agents and employees from and against losses, claims, demands, payments, suits, judgments, or expenses of any nature and description arising out of or in consequence of the activities of the vendor pursuant to this Letter of Permission or on Edmonton Transit property and arising out of or in consequence of any error, act or omission or negligence of the vendor, its employees, agents, contractors, or invitees. This shall include, but not be limited to damages, because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, on account of damage to property, including loss of use thereof.
- 1.8 The vendor shall apply for renewal of the Letter of Permission upon or prior to its expiry date should the vendor wish to continue business on Edmonton Transit property.

- 1.9 The vendor shall be subject to the additional reasonable terms, conditions and restrictions as Edmonton Transit, in its sole discretion, may impose, from time to time.
- 1.10 The vendor shall not assign or transfer rights hereby granted in the Letter of Permission without the prior written consent of Edmonton Transit.
- 1.11 The City and Edmonton Transit may from time to time participate with non profit or not for profit groups as a sponsor and/or venue for their event as approved by the Transit Manager or his designate. Other vendors will have to share event space as designated by the City and Edmonton Transit when such fund raisers are taking place.
- 1.12 Edmonton Transit reserves the right to establish additional vendors in special event areas during the special event.
- 1.13 Edmonton Transit reserves the right to relocate any person issued a Letter of Permission in the event of a conflict 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 the Letter of Permission, the vendor shall maintain in full force and effect, comprehensive general liability insurance providing coverage of at least \$2,000,000.00 (two million dollars) inclusive, for accidental injury to or death of any one or more persons and property damage as a result of one accident. Coverage shall include independent contractors and contractual liability including this Letter of Permission. The vendor 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 vendor must purchase a City of Edmonton hawker/peddler license at:

License Section
Current Planning Service Centre
5th Floor, HSBC Building
10250-101 Street NW
Edmonton AB T5J 3P4

Service Line: 780-442-5054

This license will only be issued upon receipt of the Letter of Permission from Edmonton Transit, and a copy of the license must be forwarded to Edmonton Transit.

3. Busking or Vending

- 3.1 Applicants shall complete and submit separate applications for Letters of Permission for Vending Activities, and for Performing Activities, and comply with all requirements contained therein.

4. Vending Services

- 4.1 The vendor shall ensure all required licenses are obtained as required by various federal, provincial, or municipal agencies.

- 4.2 The vendor shall obtain a Health Permit, if required, and all necessary permits as required by various federal, provincial or municipal agencies.
- 4.3 The merchandise to be vended will be governed as set out and approved by both Edmonton Transit and the Local Board of Health.
- 4.4 All items for sale shall fall within the “Confectionery Class” of the Edmonton Local Board of Health. This provides for the sale of non-perishable, pre-packaged items such as newspapers, periodicals, gum, film, greeting cards, and candy bars.
- 4.5 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.
- 4.6 No food or beverage items are to be sold at the LRT stations or Transit Centres without prior written approval by Edmonton Transit.
- 4.7 All vending units shall be operational by the vendor within three weeks of the valid date recorded on the Letter of Permission; otherwise the assigned spot shall be forfeited and may be reassigned to another vendor. The vendor shall attach a photograph, color likeness or graphic representation of the unit with dimensions marked. The vending unit that is operating is to be the one described in the Letter of Permission.
- 4.8 Units requiring power hook-up will be subject to the approval of the Manager of Edmonton Transit. Flammable gases and/or liquids shall **NOT** be used by any vending units inside LRT stations or at Transit Centres.
- 4.9 The vending operation shall not create any visual or physical obstructions for bus/LRT patrons, pedestrians, traffic, and transit operations, doorways, transit zones, fire hydrants, driveways and fare payment areas in terminals and LRT stations. The vendor shall not obstruct the operation of buses within the bus terminals or create hazardous conditions to bus patrons and other pedestrians.
- 4.10 Overhead canopies or vertically opening doors shall not obstruct or hinder safe pedestrian traffic and bus operations. A minimum walking space of 1.5 meters shall be maintained by the vendor.
- 4.11 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” are off limits to vendors unless stated otherwise.
- 4.12 The vendor shall not actively solicit or harass pedestrians and/or transit patrons.
- 4.13 The vendors shall remove the vending units and any materials associated with their vending operation each evening. Absolutely no vehicles, stands, garbage receptacles etc. will be allowed to remain on site after 11:00 p.m. each day. The vendor shall keep the unit and immediate area clean and neat.
- 4.14 The vendor shall provide a garbage receptacle at the vending unit for all customers to discard any waste from the product sold or sampled (wrappers, cores, papers, cardboard, etc.) The vendor shall collect and dispose of any refuse produced directly or indirectly by the vending

operation within a six (6) meter (20 foot) area of the stand. The refuse may include, but is not limited to, pits, seeds, peels, stems, cores, or husks of any products sold. This also includes any packaging that may be discarded by the vendor or customers. If a commercial container is not provided then the vendor shall take the garbage away from the site at the end of each day or as more often as required.

5. Fee Schedule

- 5.1 All locations in Transit bus terminals, LRT stations, and other transit locations are charged as stated on the Letter of Permission.

All fees are payable upon the commencement date of the Letter of Permission.

Payments shall be made in cash or by check (payable to the City of Edmonton) to:

Edmonton Transit System
Attention: Kwabena Apomah
#700, Scotia Place, Tower 1
10060 – Jasper Avenue
Edmonton, AB T5J 3R8

- 5.2 All assessed fees as indicated in this section shall be paid once the vendor is notified of the approval. No Letter of Permission will be issued until the fees are paid.
- 5.3 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 of Letter of Permission

- 6.1 The applicant may at any time terminate his or her Letter of Permission by giving Edmonton Transit two (2) working days verbal notice, followed by a written notice.
- 6.2 If the applicant defaults or breaches any provisions of the Letter of Permission or General Terms and Conditions, Edmonton Transit shall have the right to terminate the Letter of Permission immediately upon verbal notice to the applicant, followed by written notice.
- 6.3 If, in the determination of Edmonton Transit and its agents, the applicant's use of Edmonton Transit property is causing a disruption, creating a safety hazard, or otherwise causing undue concern, the Letter of Permission may be cancelled by Edmonton Transit immediately upon verbal notice to the applicant, followed by written notice.
- 6.4 In the event that an Edmonton Transit representative has reason to believe that the applicants are not conducting themselves according to the Terms and Conditions outlined in the contract, the applicant will be requested to cease activity in question immediately, and Edmonton Transit Control will be notified.
- 6.5 Edmonton Transit reserves the right to cancel this agreement immediately upon verbal notice to the applicant in the event of an emergency situation.
- 6.6 Edmonton Transit has the right to terminate the Letter of Permission upon providing two days notice to the applicant where applicable.

7. Refunds

- 7.1 All refunds are subject to a \$20.00 service fee.
- 7.2 Application for a refund of fees shall be made in writing prior to the commencement of the Letter of Permission to Edmonton Transit.
- 7.3 No refund shall be granted after the second week of scheduled business based on a monthly rate as per the Letter of Permission. All refunds shall be prorated to the number of unused days under the Letter of Permission.
- 7.4 No refund shall be granted after the date of commencement of scheduled business based on a weekly rate as per the Letter of Permission, except at the discretion of Edmonton Transit.

8. Edmonton Transit Bylaws

- 8.1 Applicants shall agree to be bound by all guidelines, provisions, and restrictions as outlined in the Edmonton Transit Bylaw #8353, including but not restricted to the following sections:
 - 8.1.1 (Section 308) Unless authorized by the Manager of Edmonton Transit, no person shall sell, offer or post any newspapers, magazines, pamphlets, leaflets, printed matter or merchandise of any kind for any purpose whatsoever in Transit vehicles, Transit stations, or facilities of Edmonton Transit.
 - 8.1.2 (Section 310) No person shall interfere with the operation of any windows, doors, apparatus or equipment of a Transit vehicle so as to delay or prevent the departure of a Transit vehicle.
 - 8.1.3 (Section 404) No person, unless authorized, shall pass by foot or vehicle upon any of the following:
 - (a) Tracks of Light Rail Transit, except where track is laid across highway;
 - (b) Right-of-way of the Light Rail Transit, including tunnels;
 - (c) Areas reserved exclusively to Edmonton Transit Personnel.
 - 8.1.4 (Section 601) Any person using Transit vehicles or Transit facilities shall also comply with all rules and regulations which are either posted on Transit vehicles or facilities, or are printed on Transit bus tickets or passes.
- 8.2 Default or infraction of any Edmonton Transit Bylaw will result in immediate termination of the applicant's Letter of Permission and may result in issuance of a fine.

9. Access to Restricted Areas

- 9.1 Any group or individual requesting permission from Edmonton Transit to enter onto restricted Edmonton Transit premises must agree to abide by Edmonton Transit's access procedures to restricted areas.

- 9.2 All individuals requiring access to restricted areas must sign in and out at the Dispatch desk and/or General Office of the division in question, and must be accompanied to and from the restricted area by authorized Edmonton Transit personnel.
- 9.3 Applicants must specify the number of individuals requesting access to restricted areas, and indicate what, if any, equipment will be required on-site.
- 9.4 Individuals are not allowed access to restricted areas during peak hour movement periods.
- 9.5 Access to Light Rail Transit track levels is restricted; permission for access is required from the Director of Light Rail Transit.
- 9.6 Smoking, food, and drink are not permitted in restricted access areas/or as posted in Transit terminals or LRT Stations.
- 9.7 The applicant shall cooperate fully with Edmonton Transit to schedule times and area access so as to cause minimum disruption to facility operations.
- 9.8 Any abuse of the terms of the applicant's Letter of Permission or procedures as noted in the Terms and Conditions will result in banned entry to restricted areas and immediate termination of the contract.

10. Adherence to Schedules

- 10.1 All applicants are required to provide a schedule to Edmonton Transit prior to approval of the Letter of Permission, outlining requirements for special access to Edmonton Transit property.
- 10.2 Edmonton Transit reserves the right to re-schedule special access to Edmonton Transit property upon verbal notice to the applicants.

11. Approval of Product

- 11.1 Edmonton Transit reserves the right to pre-approve all documentation for use by the applicant including but not restricted to scripts, question sets, themes, equipment lists, project goals, etc., prior to approval of the application.
- 11.2 Edmonton Transit maintains final approval rights from any product, signage or collateral material developed by the applicant prior to distribution and/or use.

12. Bylaw Changes Affecting Vendors, Hawkers & Peddlers

- 12.1 Bylaw 5590, Schedule "IV"
"Unauthorized Sale or Display of Goods". (Fine of \$510.00)
- 12.2 Bylaw 7255, "Noise Abatement"
"309 – No person shall operate, cause or permit to be operated a commercial vehicle on any public property so as to create a noise of a level greater than 65.0 dba". (Fine of \$100.00)
- 12.3 Bylaw 13138, "Business License Bylaw"
"Part II, Section 4 – No person shall engage in or operate a Business in the City unless the Person holds a License authorizing the Person to engage in or operate that Business." (Fine of

\$400.00 or two times the License Fee for each Business being engaged in or operated without a License, whichever is greater, for an offence under section 4 or 5).