

## SIDEWALK VENDOR PERMIT APPLICATION

For Official Use Only Permit No.: Date Received: Staff: Business Name Date Street Address \_\_\_\_\_City/State/ZIP \_\_\_\_\_ Business Telephone \_\_\_\_\_ **Applicant Name** Mailing Address (if different from above) City/State/ZIP \_\_\_\_\_ Email Address Primary Contact Phone **Preferred Contact Method:** □ Phone □ Email □ Postal Mail This application is for: ☐ Sidewalk Café ☐ Mobile Vendor ☐ Annual Renewal/ Fee attached (Permit expires 12 months from the date of issuance) ☐ Permit only valid during a City-approved "Special Event" or "Community Event" Event Start Date \_\_\_\_\_ Event End Date \_\_\_\_\_ **Submittal Requirements** (see City of Hillsboro Sidewalk Vendor Permit Guidelines) ☐ Copy of Business License ☐ Copy of Food Handler Certificate (if applicable) ☐ Copy of Liquor License (if applicable) ☐ Certificate of Insurance (see example) ☐ Copy of Adjacent Property Owner Consent Form (if applicable) ☐ Site Plan (drawing of dimensions of location/property to include pushcarts, mobile devices, tables/chairs, etc.) ☐ If applicant is not owner or lessee of premises where sidewalk vending is to occur, attach written permission from owner, leasing agent, or person in charge of the property at which the business will operate.

## SIDEWALK VENDOR PERMIT APPLICATION (CONTINUED)

Sidewalk Vendor Information				
List location(s) requesting approval (see approved City locations in Permit Guidelines)				
List hours of operation for each location				
List each type of commodity to be sold				
Permit Fees				
New Application Review (allow 5 days review time) & Inspection Fee Annual Permit Renewal Fee – Each Device/Location	\$50.00 \$25.00 x (# of devices/locations)			
Special/Community Event Participants Only: Currently Holding a Sidewalk Vendor Permit: Not Currently Holding a Sidewalk Vendor Permit: Non-Profit Special/Community Event Fee (attach proof of non-profit status) Total Fees Included with This Application	\$10.00 x (# of sites) \$20.00 x (# of sites) \$5.00			

## **Acknowledgment and Indemnification**

I hereby acknowledge and understand that filing this application for a sidewalk vendor permit does not entitle me to begin a sidewalk vendor operation in Hillsboro until a City Permit has been issued. I recognize that the application fee is non-refundable. I further acknowledge that a current business license is required. In addition, if this application is for a vendor permit during a "Special Event" or "Community Event," the permit will be valid only during the dates specified for the event.

Under penalties of false swearing, I hereby affirm that the information contained in this application, and any attachments hereto, is true, complete, and accurate. I hereby agree to abide by the laws of the United States, the State of Oregon, and the ordinances of the City of Hillsboro as they relate to my business and acknowledge that issuance of a business license or sidewalk vendor permit does not guarantee or imply that the City recognizes my business as being in conformance with those laws or regulations.

## SIDEWALK VENDOR PERMIT APPLICATION (CONTINUED)

I hereby agree to indemnify, defend, and hold harmless the City and its elected and appointed officials, officers, agents, employees, and volunteers thereof against any and all claims, suits, judgments, actions, damages, losses, costs, and expenses whatsoever, including without limitation attorneys' fees and costs or expenses incidental to the investigation and defense of claims and lawsuits arising from damage to property, injury of death of persons, or any other damage sustained by any person, firm or corporation, resulting in whole or in part from any wrongful or negligent act, omission, breach, default or conduct of myself, my company, its agents, contractors, subcontractors, servants, licensees or employees, or in any manner arising from exercising the rights, privileges, and franchise granted by a sidewalk vendor permit or business license issued by the City. In accepting such license or permit, I recognize that I, as licensee, shall pay all judgments, along with costs, counsel fees, and expenses, which may be obtained against the City related to any such claim. The above indemnification shall not apply to any judgment of liability resulting from gross negligence or willful misconduct of the City.

If, pursuant to HMC 5.36.040(A), I have sought and received a waiver of consent from an adjacent property owner to extend the requested permitting area to the front of the adjacent property owner's establishment, I also hereby agree to indemnify, defend, and hold harmless the adjacent property owner and its, officers, agents, employees, and volunteers thereof against any and all claims, suits, judgments, actions, damages, losses, costs, and expenses whatsoever, including without limitation attorneys' fees and costs or expenses incidental to the investigation and defense of claims and lawsuits arising from damage to property, injury of death of persons, or any other damage sustained by any person, firm or corporation, resulting in whole or in part from any wrongful or negligent act, omission, breach, default or conduct of myself, my company, its agents, contractors, subcontractors, servants, licensees or employees, or in any manner arising from exercising the rights, privileges, and franchise granted by a sidewalk vendor permit or business license issued by the City. In accepting such license or permit, I recognize that I, as licensee, shall pay all judgments, along with costs, counsel fees, and expenses, which may be obtained against the adjacent property owner related to any such claim. The above indemnification shall not apply to any judgment of liability resulting from gross negligence or willful misconduct of the adjacent property owner.

Print Name		
Signature of Applicant/Representative	Date	

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