

**FOOD TRUCK APPLICATION FORM**

FOR FOOD TRUCKS ON CITY PROPERTY WITH A VALID BUSINESS LICENSE

Name of Food Truck: \_\_\_\_\_

**Documents Required:** Proof of Insurance     Copy of Business License**Applicant Information:**

Contact Name: \_\_\_\_\_ Company: \_\_\_\_\_

Address: \_\_\_\_\_

City : \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone No.: (Primary) \_\_\_\_\_ (Secondary): \_\_\_\_\_

Email Address: \_\_\_\_\_

**Food Truck Owner Information** (if different than above):

Contact Name: \_\_\_\_\_ Company: \_\_\_\_\_

Address: \_\_\_\_\_

City : \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone No.: (Primary) \_\_\_\_\_ (Secondary): \_\_\_\_\_

Email Address: \_\_\_\_\_

- All aspects of your concession must be confined to the stall you are operating in and must not any time encroach into another operators space;
- All items brought on site or generated as a result of your operations shall be removed at the end of each evening;
- No electricity will be provided by the City of Brandon;
- You are responsible to keep the area suitably clean and free of debris;
- All concession owners and employees must be respectful of each other and conduct themselves in a professional and courteous manner at all times;
- Any approvals granted are in effect only for the year in which they are requested. Annual permission will be required; and
- This application, and potential subsequent approval, does not include events which organizers charge a fee for food vendors to participate in an event.

## **APPENDIX 1**

### **SECTION 1 INSURANCE**

#### **1. Insurance Required**

The owner and/or applicant will obtain and maintain a general liability policy of insurance which includes without limitation of the following provisions:

- b) the City of Brandon to be added as an additional named insured;
- c) the policy to contain cross liability clause or severability of interest clause;
- d) minimum limits of \$2,000,000 all-inclusive, including bodily injury and property damage, contractual liability, and products and completed operations;
- e) provide thirty (30) days prior written notice of cancellation; and
- f) shall not contain any special limitations on the scope of coverage afforded the City, its officers, officials, employees, agents, or volunteers.

#### **2. Deductibles**

All applicable deductibles shall be borne by the owner and/or applicant and the owner and/or applicant shall pay all deductibles when the same become due and payable.

#### **3. Certificates of Insurance**

The owner and/or applicant shall file with the City an annual Certificate of Insurance at the following address:

Attention: Bylaw Compliance Clerk  
City of Brandon  
410 9<sup>th</sup> Street  
Brandon, MB R7A 6A2

Email: [licensing@brandon.ca](mailto:licensing@brandon.ca)

**SECTION 2  
INDEMNIFICATION AND RELEASE**

**4. Indemnification by owner and/or applicant**

The owner and/or applicant shall indemnify, keep indemnified and save harmless the City of Brandon (the "City") from and against:

- a) all claims, actions or proceedings for loss, injury (including death), damages or compensation, whether to real or personal property, wherever situated, by any person, firm or corporation (including, but not limited to, any member, employee or agent of the Owner and/or applicant, invitee, or third party), whether claiming through or under the Owner and/or applicant or otherwise, caused by reason of, or in any way attributable to the Owner and/or applicant's use of the encroachment area;
- b) any charges, costs, legal fees and expenses incurred by the City in connection with or arising out of all claims or demands, including the expense of any action or proceeding pertaining to such claims or demands.

**5. Release by owner and/or applicant**

In addition to the indemnification provided in section 4, and without limitation, the owner and/or applicant agrees that, except where caused by the gross negligence or willful misconduct on the part of the City, the owner/applicant waives and hereby releases the City from, the following:

- a) any and all claims, actions, causes of action, damages, demands for damages and other liabilities that it has or may have in the future, due to any cause whatsoever.

**6. Indemnities Survive Termination**

The indemnities and releases will survive expiration or earlier termination.

The undersigned, being the applicant/food truck owner, hereby agrees to comply with all conditions and regulations set out herein, submits the required documentation, and requests issuance of authorization, as indicated above. The signature presented shall certify that, to the best knowledge and beliefs of the applicant/food truck owner the information furnished in the application is true, complete and accurate. The applicant/food truck owner hereby agrees to be bound by applicable Municipal By-laws and other regulations of the Municipality including but not limited to insurance requirements and indemnification and release of the City of Brandon.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Food Truck Owner: \_\_\_\_\_ Date: \_\_\_\_\_