

# Application for Temporary Vendor Permit

City Clerk's Office  
520 3<sup>rd</sup> Street, Suite 230  
Brookings, SD 57006  
(605) 692-6281 phone  
[bfoster@cityofbrookings.org](mailto:bfoster@cityofbrookings.org)



## Vendor Information

Business Name: \_\_\_\_\_

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

Owner's Name: \_\_\_\_\_

Owner's Address: \_\_\_\_\_

Phone (work): \_\_\_\_\_ Phone (mobile): \_\_\_\_\_

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

Business Website/FB: \_\_\_\_\_

Applicant's Driver's License #: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Sales Tax ID #: \_\_\_\_\_

Type of Mobile Unit:       Push Cart       Stationary Unit

Type of product(s) to be sold (list all): \_\_\_\_\_

If selling food: SD Department of Health Mobile Food Service License #: \_\_\_\_\_

Description of proposed signage (may not exceed 8 square feet): \_\_\_\_\_

Issued license is good for 30 days. Renewals may not be permitted, subject to applicant's compliance history.

### Requirements for processing application:

1. Completed application
2. Certificate of Insurance identifying the City of Brookings as additionally insured with a policy of not less than \$1,000,000 per occurrence. The policy shall not be terminated or cancelled prior to the termination of the permit without 30 days written notice to the City.
3. Signed *Hold Harmless Statement* indemnifying the City, its officers and employees, for any claims for damages to property or injury to persons which may occur in connection with any activity carried on pursuant to any activities associated with temporary vending.
4. Site map indicating the exact location on the sidewalk of operation including maximum length and width of proposed space to be used, or showing blocks of operation for push cart.
5. Copy of State Mobile Food Service License (if selling food)
6. Copy of State Sales Tax License
7. Photos of device to be used for vending (if any)

- 8. Photo of signage used on the stationary or mobile vending cart or umbrella
- 9. \$50.00 fee

The undersigned hereby certifies he/she has reviewed and agrees to abide by the requirements for Temporary Vendor Permit as set forth in Chapter 74 of the Code of Ordinances of the City of Brookings and will display the permit at all times in a conspicuous place.

It is unlawful for any temporary vendor to make false or fraudulent statements concerning the quality or the nature of its goods, wares, merchandise or services for the purpose of inducing another to purchase the same.

The city may suspend or revoke any permit issued pursuant to this division if false information was submitted in the permit application or if any local, state or federal law or regulation has been violated by the permittee.

A violation of this article shall subject the violator to revocation of the permit and a fine of up to \$200.00. Each day a violation occurs may constitute a separate offense.

\_\_\_\_\_  
Vendor's signature

Date: \_\_\_\_\_

**To be processed by City Hall**

<i>New / Renewal</i>	<i>Fee</i>	<i>Paid by</i>	<i>License No.</i>
		<i>Human Resources/Risk Management</i>	<i>Date</i>
		<i>Engineering Department</i>	<i>Date</i>
		<i>Community Development</i>	<i>Date</i>
		<i>Fire</i>	<i>Date</i>
		<i>City Clerk</i>	<i>Date</i>

- License Processing:
- Send original license to Applicant
  - Filed with City Clerk

- Email notification of approved license to:
- Police
  - Fire

- Engineering,
- Community Development
- SD Dept. of Health

## TEMPORARY VENDOR PERMIT

### LOCATIONS

1. Location: downtown zone (see map)
2. Business and industrial zoned private property inside and adjacent to the downtown zone
3. Business and industrial zoned private property in Brookings

### PROHIBITED LOCATIONS:

1. Downtown zone in front of business at which another vendor is selling
2. South Dakota State University
3. Residential zones
4. Private business or industrial property without owner permission
5. Locations determined as a traffic or safety hazard by Police Chief

### OTHER RULES OF OPERATION:

1. The City Permit and State Mobile Vendor Permit must be displayed at all times in a conspicuous place where it can be read by the general public.
2. Sale of food, beverages or merchandise which is not described on the application is not permitted.
3. Food, beverages and merchandise may be sold only to pedestrians. Soliciting motorists is strictly prohibited.
4. No permit may be granted for a period exceeding 30 consecutive days. Renewals may be permitted, subject to the applicant's compliance history.
5. The permit is not transferable in any manner.
6. The permit is valid only at the location(s) shown on the application.
7. Glass containers are prohibited.
8. All vendors must have a trash receptacle and shall remove all refuse within 25 feet of the food stand. Refuse shall be removed at the operator's expense and shall not be placed in an unauthorized private or City receptacles.
9. The use of any noise producing devices is prohibited.
10. Total signage may not exceed eight square feet. Freestanding signage and electronic signage is prohibited. Signs used to advertise the outdoor food or beverage sales and the outdoor food, beverage sales and outdoor dining area shall be secured so that they are not dislodged during windy or stormy weather.
11. Hours of operation: 6:00 a.m. to 2:00 a.m. Not limited if located on private property.
12. No tables or chairs shall be used in conjunction with the operation a temporary vendor permit.

13. Compliance with the minimum public health and safety requirements as made and enforced by the South Dakota Department of Health, pursuant to SDCL Chapter 34-18.
14. No alcoholic beverages may be sold, served, or consumed on a sidewalk.
15. Outdoor food or beverage sales shall be located so that such service does not impede, endanger or interfere with pedestrian traffic. Carts and equipment shall be located so that they do not impede, endanger or interfere with pedestrian traffic, with a minimum of six feet of passage for pedestrian traffic.
16. No fixtures or devices upon which food or beverages are sold or consumed shall be attached to the sidewalk or other public area. However, the carts and equipment must be secured so that they may not be dislodged during windy or stormy weather.
17. Food and beverage carts and equipment may not block regulatory signs, crosswalks or intersections and shall be sufficiently lit during times of low light in order to provide for safe pedestrian passage alongside the outdoor dining area. Carts and equipment shall not have sharp edges, protrusions or other features which may be hazardous to the public.
18. Signs used to advertise the outdoor food or beverage sales and the outdoor food, beverage sales and outdoor dining area shall be secured so that they are not dislodged during windy or stormy weather.
19. Provide proof of an annual third-party inspection of propane fill or gas-related capabilities
20. Sign a statement holding harmless the City and shall indemnify the City, its officers and employees, for any claims for damages to property or injury to persons which may occur in connection with any activity carried on pursuant to any activities associated with vending
21. Furnish and maintain a policy of insurance protecting the Applicant and the City from all claims for damage to property or bodily injury, including death, which may arise from activities associated with mobile food vending. The insurance policy shall list or endorse the City as additional insured and carry minimum liability limits of at least \$1,000,000 per occurrence. The endorsement shall provide that the policy shall not be terminated or cancelled prior to the termination of the permit without 30 days written notice to the City. Any permit for temporary vendors shall be deemed void in the absence of a current insurance policy meeting the criteria.

### **REVOCATION/SUPERVISION**

It is unlawful for any temporary vendor to make false or fraudulent statements concerning the quality or the nature of its goods, wares, merchandise or services for the purpose of inducing another to purchase the same.

The city may suspend or revoke any permit issued pursuant to this division if false information was submitted in the permit application or if any local, state or federal law or regulation has been violated by the permittee.

Renewals may be permitted, subject to the applicant's compliance history.

**Revised 4/12/2019**

A violation of this article shall subject the violator to revocation of the permit and a fine of up to \$200.00. Each day a violation occurs may constitute a separate offense.

### **Release, Hold Harmless and Indemnification Agreement**

City of Brookings, South Dakota

I, \_\_\_\_\_ agree to release, hold harmless and indemnify  
(User of City building or facilities (the "Premises"))

the City of Brookings and its officers, officials, employees, agents and volunteers, from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the (i) the conduct or use of the Premises by the undersigned or the undersigned's organization or group, (ii) any act, omission, or negligence of the undersigned or the undersigned's organization or group, or the partners, directors, officers, agents, employees and other users and invitees of the undersigned or the undersigned's organization or group, and (iii) any accident, injury or damage whatsoever occurring in or at the Premises while the undersigned or the undersigned's organization or group is using the facilities.

In addition, \_\_\_\_\_ agrees to hold the City of Brookings  
(User of City building or facilities (the "Premises"))

and its officers, officials, employees, agents and volunteers harmless from any and all claims arising out of or resulting from the furnishing of alcohol within the premises. The undersigned acknowledges that the undersigned's organization is the "host" of the event located upon the premises; in complete control of the details of the event, and agrees to follow all laws with respect to service of alcohol at said event and that in no event shall the City of Brookings and its officers, officials, employees, agents and volunteers be liable to any of the undersigned's guests, or to third-parties not attending the event arising out of the service of alcohol by the undersigned's organization upon the premises. Such waiver shall apply, without limitation, to any and all claims for common law negligence as well as any and all claims brought under any other law or theory of recovery. Accordingly, the undersigned and the undersigned's organization releases and agrees to indemnify the city and its officers, officials, employees, agents, and volunteers from any and all claims and liability.

The undersigned shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 (for food) and \$25,000 (for  
Revised 4/12/2019

merchandise) for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall add the City of Brookings and its officers, officials, employees, agents, and volunteers as additional insureds.

The undersigned shall also maintain business automobile liability insurance with a limit of not less than \$1,000,000.00 each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

If alcoholic beverages are consumed or sold, the undersigned's organization shall procure and maintain for the duration of the agreement Liquor Liability Insurance in the amount of \$1,000,000.00 each occurrence. The City shall be named as an additional insured on the Liquor Liability Insurance policy. Host liquor liability coverage may be substituted when alcohol is consumed and not sold on the Premises, with the prior written approval of the City.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_