



## Policy – Vending on Port Property (Adopted 12/16/2014)

**Purpose:** To establish a policy for vendors who wish to conduct business operations on Port-owned property; to establish an Application for a Vendor Permit; and to adopt a Vendor Permit Fee Schedule for this purpose.

This Policy applies to any vendor (“Vendor”) who seeks to conduct vending operations on Port-owned property, including but not limited to the Industrial Park, Airport and Railroad Right of Way. No vendor shall be allowed to conduct vending operations on Port-owned property without first obtaining a Vendor Permit. Any changes to this Policy must first be reviewed and approved by the Port Board of Commissioners.

### **Vendor Permit Application:**

Vendors who seek to conduct business on Port-owned property shall first be required to obtain a Vendor Permit through an application process using a **Application for a Vendor Permit** (“Application”).

The Application shall identify the following details related to each unique vending operation to be conducted on Port-owned property: The type and description of the vending operation (e.g. mobile or non-mobile; food or non-food), location, date, approved hours of operation, utilities, insurance and fees, etc. All supporting documentation required must accompany the Application at the time of filing, including but not limited to copies of valid business licenses, food handler’s certification cards, inspection records, proof of insurance, etc. An Application shall not be considered complete until all documentation has been provided and verified; and only complete Applications shall be reviewed.

A \$25.00 non-refundable fee is established for each Application, which fee is due and payable at the time of submittal.

**NOTE:** Prior to beginning vending operations, each Vendor must provide a Certificate of Liability Insurance in the amount of Five Hundred Thousand (\$500,000) Dollars which names the Port of Tillamook Bay as an additional insured.

### **Application Review and Vendor Permit Approval:**

Port staff shall review a complete Application to ensure that it meets all of the criteria necessary

for approval. Applications that meet the review criteria for approval shall be signed by the General Manager, or person designated by the General Manager. A completed Application signed by both parties shall serve as the Vendor Permit (“Permit”). Vendors shall be required to comply with all conditions within the Permit while it remains in effect.

### **Vendor Permits:**

A Permit is a non-exclusive use of Port-owned property. The Port will allow for more than one vendor of a similar type and shall not deny any vendor a permit on the grounds that doing so would cause competition with any other vendor.

The Port reserves the right to suspend or revoke a Vendor Permit **at any time** if the Vendor is found to be out of compliance with any condition of the Permit and/or if Vendor is causing a nuisance or risk of harm to the community or other property users, or when the Port has identified a higher and/or better use of the subject property.

A Permit is effective only for the calendar year in which it has been issued (i.e., a Vendor Permit issued on any calendar day in a given calendar year shall expire on December 31<sup>st</sup> of that same calendar year). Vendors who wish to continue operations on Port property shall be required to complete a new Application for each year they are operating.

### **Vendor Permit Fee Schedule**

The following Vendor Permit fees apply:

Individual One (1) Day Event: \$25.00

Weekend (Friday through Sunday): \$50.00

Weekly (Sunday through Saturday, or any portion thereof): \$75.00

Monthly (more than seven [7] but less than thirty [30] consecutive days): \$300.00

Large Event Vendor Permit: \$100.00

***NOTE: The Vendor Permit Fee Schedule shall be reviewed on an annual basis and may be adjusted at the discretion of the General Manager.***

Permit fees are due at the time of application submittal and will be returned if an application is not approved.

The “Monthly” permit fee is due on or before the 1<sup>st</sup> of each month; there is no grace period.

Vendors with unpaid permit fees shall be subject to immediate permit revocation; and the Vendor shall be required to vacate the premises immediately.

At the discretion of the General Manager, fees may be waived for the local community and/or nonprofit groups (e.g. service groups and/or fraternal organizations) where it can be shown the proceeds will directly benefit the local community. Fees may be reduced and/or waived for existing tenants at the General Manager’s discretion.

### **Large Event Vendor Permits:**

Organizations which host large events on Port property shall be entitled to apply for a one-time Large Event Vendor Permit for each large event. Examples of large events include, but are not limited to, the following (non-Port hosted) events: Conferences, festivals, tournaments, car shows, fly-ins, distance running events, etc.

Large Event Vendor Permits shall be issued to the “umbrella organization” for multiple vendors who participate in large events. It shall be the responsibility of the umbrella organization to provide liability insurance as described herein for any vendor who is in attendance during large events (i.e. upon permit approval and prior to the event, the umbrella organization shall be required to provide a Certificate of Liability Insurance in the amount of One Million (\$1,000,000) Dollars which names the Port of Tillamook Bay as an Additional Insured.)

Large events hosted by the Port are not subject to a Large Event Vendor Permit. In this instance, vendors shall be required to apply for and obtain individual permits for participation in Port-sponsored large events.

### **Vendor Responsibilities:**

A Vendor is solely responsible for obtaining any and all required inspections and/or licenses for the service of food and/or beverages; in addition, to ensure Vendor’s vehicular equipment (e.g. food truck, cart, etc.) remains in compliance with the motor vehicle laws of the State of Oregon at all times during vending operations on Port-owned property.

Vendor’s operations must remain self-contained during business operations and shall include appropriate the required trash and/or recycling receptacles in a safe location so as to not impede the free movement of automobiles or pedestrians.



## APPLICATION FOR A VENDOR PERMIT

Thank you for your interest in conducting a vending operation on Port-owned property. In accordance with Port's Vending policy (adopted 12/16/2014), persons who wish to conduct vending operations on Port-owned property are first required to obtain an approved Vendor Permit and pay the established fees for this purpose. **Please read this entire application before completing/signing it.** Portions of the application are to be filled out by you; and portions will be filled out by the Port. *A completed Application, signed by both parties, shall serve as the Vendor Permit ("Permit").*

Copies of the following documentation **must** accompany this Application:

- Business License (all permits)
- Tillamook County Health Inspection (food vending)
- Food Handler Certification Cards (food vending)
- OLCC Permit (as applicable)
- Motor Vehicle Registration (as applicable)
- Proof of Insurance (all permits)
- Certificate of Insurance naming Port of Tillamook Bay as Additional Insured (See Below)  
*NOTE: Must be provided prior to beginning vending operations.*

Type of Permit being requested (check one):

Daily (\$25)     Weekend (\$50)     Weekly (\$75)     Monthly (\$300)

**APPLICATIONS WHICH DO NOT INCLUDE THE REQUIRED DOCUMENTATION  
WILL NOT BE REVIEWED**

---

### THIS PORTION TO BE FILLED OUT BY APPLICANT/PERMITEE

(Business Name) \_\_\_\_\_, owned/operated by  
(print name)

(Owner/Operator) \_\_\_\_\_  
("Applicant/Permittee"), (print name)

submits this Application for a Vendor Permit to the Port of Tillamook Bay ("Port") for a Vendor Permit to operate a temporary vending operation on Port property, subject to the terms and conditions outlined herein.

**PRODUCT(S)**

Description of products to be sold by Applicant/Permittee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LOCATION (This will be assigned with the approved Vendor Permit)**

\_\_\_\_\_.

(See Attachment A)

**TERM**

Vending will be conducted from:

(Dates) \_\_\_\_\_ through \_\_\_\_\_ only.

**TYPE**

Vending will be conducted from (choose one):

\_\_\_\_ Self-contained unit (e.g. food truck or cart); OR License Plate No.: \_\_\_\_\_.

\_\_\_\_ Other (Please describe): \_\_\_\_\_.

Will propane tanks be used on site? Yes \_\_\_\_\_ No \_\_\_\_\_

**UTILITIES**

Vending operation will require the use of (check all that apply):

\_\_\_\_ Water    \_\_\_\_ Electrical

**SIGNAGE**

Proposed Signage (**Describe size and type and/or attach photographs**):

\_\_\_\_\_  
\_\_\_\_\_.

**THIS PORTION TO BE COMPLETED BY THE PORT**

**FEES**

Application Fee:        \$ 25.00  
Permit Fee:                \$ \_\_\_\_\_  
Utilities (water/elec.):    \$ INCL.

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

Received by: \_\_\_\_\_

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

**TOTAL:**                    \$ \_\_\_\_\_

*NOTE: All fees are to be collected at the time of application. Except for the \$25.00 non-refundable Application Fee, Vendor Permit fees will be refunded if an application is not approved.*

## **TERMS AND CONDITIONS**

### **UTILITIES**

Electricity and water hookups are available on-site and use of same are included in the permit fee. Permittee is responsible for providing their own equipment to hook up to these utilities.

### **WASTEWATER**

Wastewater **cannot** be discharged on-site. Wastewater **must** be removed from site, at Permittee's expense.

### **GARBAGE & RECYCLING**

Permittee is responsible for daily removal and disposal of all garbage and recycling from the vending area.

### **INSURANCE**

Permittee agrees to pay for and maintain a comprehensive commercial general liability insurance policy with a company or companies with insurance limits of a minimum of Five Hundred Thousand (\$500,000) Dollars combined single limit and, upon permit approval and **prior to beginning vending operations**, provide a Certificate of Insurance herein naming the Port of Tillamook Bay as an Additional Insured. In addition, Permittee agrees to hold the Port harmless from and to indemnify and save the Port, the Port's Commissioners, officers, employees or agents harmless from all claims from any persons, firms, or corporations arising as a result of any business conducted by Permittee on Port property, or arising from any act of Permittee's agents or employees, and from all costs, counsel fees, and liabilities incurred in any action or proceeding brought thereon, and against all losses, including expenses and attorneys' fees incurred by the Port before suit, after a lawsuit has been filed, or on appeal, by reason of claims for injury to or death of persons and loss of or damage to property arising out of or in any manner connected with Permittee's conduct while operating the vending or in conjunction with operation of the vending, or in any way connected with Permittee's vending, or while operating under the terms of this vending, to the extent any such loss if not otherwise covered by Permittee's insurance. The Port is not liable for losses or damages of any kind.

### **HOURS OF OPERATION**

Vending operations shall be conducted between the hours of 4:00 a.m. and 10:00 p.m. only.

### **OPERATIONS**

The Port reserves the right, at the Port's sole discretion, at any time during the term of this Permit to require Permittee to cease operations for a specified period, to change Permittee's hours of operation, to change Permittee's location of operation, to require removal or concealment of signs or other advertising used by Permittee, and reserves the right to restrict or prohibit the sale of any product by Permittee. Permittee understands that development on the Port of Tillamook Bay's property may preclude renewal of the vendor permit, or allow the Port to terminate a renewal term prior to commencement.

### **SIGNAGE**

Permittee shall not display any advertising signs other than identification which is directly affixed

to Permittee's unit without the prior written consent of the Port.

**LICENSES & PERMITS**

All conditions of the Tillamook County Health Department, and the State of Oregon are applicable to this permit. It remains Permittee's sole responsibility to obtain these licenses, provide copies of same to the Port, and to maintain all applicable licenses and permits in good standing during the permit term, and to ensure Port is provided with any updated/current copies of same during the life of the permit. Failure to comply with this provision shall result in the immediate revocation of this permit.

**PERMITTEE'S RESPONSIBILITY**

Permittee agrees to assist the Port and its staff, to the extent practicable by Permittee, in monitoring the immediate and surrounding areas of the vending area (i.e., warning or reporting illegal activities to law enforcement, as appropriate, persons who are defacing Port property, who appear to be intoxicated and/or are acting disorderly, or who are acting in any way which is or might be dangerous to persons or property in the area).

**PERMIT REVOCATION**

The Port may immediately revoke this permit if Permittee fails to comply with any conditions of the permit as set forth herein. In addition, the Port may revoke the permit, at its complete discretion, after giving Permittee at least forty-eight (48) hours' prior notice of its intent to do so.

**PERMIT RENEWAL**

Permits remain eligible for renewal within the calendar year they have been issued. Permits must be re-applied for after December 31<sup>st</sup> by filing a new application. Renewal of a Permit within a calendar year shall be contingent upon Permittee following the requirements of the Vendor Permit from the previous term and Port's evaluation thereof.

**APPLICANT/PERMITTEE'S PRIMARY CONTACT INFORMATION**

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

**DATE:** \_\_\_\_\_

**APPLICANT/PERMITTEE**

**PORT OF TILLAMOOK BAY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
Printed Name

***KEEP THIS PERMIT ON THE PREMISES DURING VENDING OPERATIONS.***



## **VENDOR PERMIT**

### **Fee Schedule**

*(Adopted 12/16/2014)*

Application Fee: \$25.00 (non-refundable)  
Individual One (1) Day Event: \$25.00  
Weekend (Friday through Sunday): \$50.00  
Weekly (Sunday through Sunday, or any portion thereof): \$75.00  
Monthly (more than seven [7] less than thirty [30] consecutive days): \$300.00  
Large Event Vendor Permit: \$100.00

*The Vendor Permit Fee Schedule shall be reviewed on an annual basis and may be adjusted at the discretion of the General Manager.*