

**AGREEMENT FOR MOBILE/STREET VENDORS  
(Other than Ithaca Commons)**

Made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the CITY OF ITHACA, a municipal corporation with offices at 108 East Green Street, Ithaca, New York, hereinafter called the “City”,

And

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

Name

\_\_\_\_\_ Address

hereinafter called the “Vendor”

**WITNESSETH:**

WHEREAS, the Vendor is desirous of being a Mobile/Food Truck Vendor within the City of Ithaca and the City is desirous of allowing the Mobile/Food Truck Vendor to provide such services;

NOW, in consideration of the covenants, conditions, and provisions contained herein, it is hereby **AGREED** as follows:

1. This Agreement authorizes Vendor to use the following vending site(s):

Location #	Vending Days	Vending Times
	<input type="checkbox"/> Mon. <input type="checkbox"/> Tues <input type="checkbox"/> Wed <input type="checkbox"/> Thurs <input type="checkbox"/> Fri <input type="checkbox"/> Sat <input type="checkbox"/> Sun	<input type="checkbox"/> Breakfast; <input type="checkbox"/> Lunch; <input type="checkbox"/> Dinner; <input type="checkbox"/> Late Night
	<input type="checkbox"/> Mon. <input type="checkbox"/> Tues <input type="checkbox"/> Wed <input type="checkbox"/> Thurs <input type="checkbox"/> Fri <input type="checkbox"/> Sat <input type="checkbox"/> Sun	<input type="checkbox"/> Breakfast; <input type="checkbox"/> Lunch; <input type="checkbox"/> Dinner; <input type="checkbox"/> Late Night
	<input type="checkbox"/> Mon. <input type="checkbox"/> Tues <input type="checkbox"/> Wed <input type="checkbox"/> Thurs <input type="checkbox"/> Fri <input type="checkbox"/> Sat <input type="checkbox"/> Sun	<input type="checkbox"/> Breakfast; <input type="checkbox"/> Lunch; <input type="checkbox"/> Dinner; <input type="checkbox"/> Late Night
	<input type="checkbox"/> Mon. <input type="checkbox"/> Tues <input type="checkbox"/> Wed <input type="checkbox"/> Thurs <input type="checkbox"/> Fri <input type="checkbox"/> Sat <input type="checkbox"/> Sun	<input type="checkbox"/> Breakfast; <input type="checkbox"/> Lunch; <input type="checkbox"/> Dinner; <input type="checkbox"/> Late Night
	<input type="checkbox"/> Mon. <input type="checkbox"/> Tues <input type="checkbox"/> Wed <input type="checkbox"/> Thurs <input type="checkbox"/> Fri <input type="checkbox"/> Sat <input type="checkbox"/> Sun	<input type="checkbox"/> Breakfast; <input type="checkbox"/> Lunch; <input type="checkbox"/> Dinner; <input type="checkbox"/> Late Night

2. The term of this agreement shall be:

Annual (April 1 – March 31)

Seasonal (April 1 – October 31)

Temporary Permit

Heritage Permit (Annual permit for Street Vendors that have operated under previous City issued permits in their current location prior to October 1, 2003)

3. The Applicant has submitted the following fees. Use fees are calculated by the amount of space used.

\$ \_\_\_\_\_ Administrative Fee: \$100 Annually ( Waived)

\$ \_\_\_\_\_ Permit Fees

\$ \_\_\_\_\_ Total

4. This agreement may not be transferred, assigned, or sold without written authorization from the Superintendent of Department of Public Works.

5. The Vendor agrees to abide by all Vendor Responsibilities, Rules of Operations and Fire Code Requirements listed in the City of Ithaca Street Vending Policy, dated January 23, 2014, revised March 2017. The Vendor's approved application is attached and made part of this agreement. The Vendor shall conspicuously display the permit at all times during vending operations.
6. The Vendor shall defend, indemnify and hold the City of Ithaca harmless with regard to any and all claims against the City arising from the Vendor's use of the site assigned herein or from the Vendor's operation pursuant to this agreement, including the transport of Vendor's equipment to and from said site. Vendor shall procure, maintain, and show proof of general commercial and automobile liability insurance coverage with limits of liability not less than \$1,000,000 per occurrence. The City of Ithaca shall be named as additional insured on the policy.
7. Workers' Compensation and Disability Coverage: A condition for entry into this agreement is the presentation by the Vendor to the City of Ithaca of either proof that the Vendor provides the levels of workers' compensation and disability coverage required by the State of New York or that the Vendor is not required to provide such coverage.
8. The Vendor shall not discriminate against any employee, applicant for employment, subcontractor, supplier of materials or services or program participant because of actual or perceived age; creed; color; disability; domestic violence victim status; ethnicity; familial status; gender; gender identity or expression; height; immigration or citizenship status; marital status; military status; national origin; predisposing genetic characteristics; race; religion; sex; sexual orientation; socioeconomic status; or weight.
9. In the event of an inconsistency between the terms of this agreement and the terms of any other application or form previously executed by Vendor, the terms of this agreement shall control.
10. The City may terminate the agreement at any time without cause, in which case, the City shall refund the remaining pro rata portion of the vending permit fee. No portion of the vending permit fee shall be refunded if the agreement is terminated for cause.
11. Vendor affirms that all representations made on the application form, and in any document in connection therewith, are entirely truthful and suffer from no material omissions, and that Vendor will operate in all respects in accordance with the then-current City of Ithaca Street Vending Policy as it may be amended from time to time by the Board of Public Works.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

**MOBILE VENDOR:**

BY: \_\_\_\_\_  
Name:

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

**CITY OF ITHACA:**

BY: \_\_\_\_\_  
Superintendent of Public Works

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

Approved at to form and content:

BY: \_\_\_\_\_  
City Attorney

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