

# MEDFORD PARKS & RECREATION FACILITIES MANAGEMENT

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## Park Vending

### **PERMIT PERIOD:**

Unless specified otherwise, the permit period is from date of agreement through December 31, of the year issued. Limited to season and hours of operation as specified on the permit.

### **APPROVED LOCATIONS:**

Vending is currently allowed at; Alba, Bear Creek, Donahue Frohnmayer, Fichtner-Mainwaring, Hawthorne (**vending at Hawthorne will not be permitted during the Rogue Valley Growers & Crafters Market on Thursdays from 6:00am to 3:00pm**), Holmes, Jackson, Lewis Park, Oregon Hills, Pear Blossom, Quality Fence Fields, Santo Community Center, Vogel Plaza (East side of park next to building).

### **REQUIREMENTS:**

#### INSURANCE

During the life of the Permit, Vendor shall maintain the following minimum insurance:

(1) Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad-form property damage liability coverage. The following minimum limits are required: General Aggregate-\$1,000,000; Products/Completed Operations Aggregate-\$1,000,000; Personal & Advertising Injury Aggregate-\$1,000,000; Each Occurrence-\$500,000. "The City of Medford and its officers, employees and agents while acting within the scope of their duties as such" shall be a named Insured.

#### (2) Motorized Carts:

Commercial automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired autos. The combined single limit for bodily injury and property damage shall be not less than \$500,000. "The City of Medford and its officers, employees and agents while acting within the scope of their duties as such" shall be a named Insured.

Coverage shall be written on an occurrence basis, not on a claims made basis. Vendor shall submit to CITY certificates of insurance for all policies listed above. The certificates shall provide that the insurance company give written notice to CITY at least ten (10) days prior to cancellation of or any material change in the policy.

#### Indemnity and Compliance with Laws and Regulations

Vendor agrees that (s)he will hold CITY, its officers, employees and agents harmless from any claim, liability, damages or obligation arising from Vendor activities performed during the course of the work and will indemnify CITY for the amount of any obligation it may incur on



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account thereof or arising therefrom. Provided, however, that Vendor shall not be required to indemnify CITY against liability for damage arising out of death or bodily injury to persons or damage to property caused in whole or in part by the negligence of CITY, except to the extent that the death or bodily injury to persons or damage to property arises out of the fault of Vendor or Vendor's agents, representatives or subcontractors.

Vendor shall at all times observe and comply with all federal and state laws and local ordinances and regulations, in any manner affecting the conduct of the work.

#### Independent Contract Status

It is agreed that Vendor shall perform the work as an independent contractor and is not an employee of CITY. Vendor maintains his or her own place of business, uses his or her own equipment, and shall perform the work specified independent of CITY's supervision and control, being responsible only for satisfactory performance and completion of the work.

#### LICENSES

The Vendor shall obtain all necessary licenses and permits and pay all fees required to operate such concession and shall comply with all federal, state, and local laws and regulations applicable to such operation.

Licenses include but are not necessarily limited to:

- City of Medford Business License
- County Health Permit

#### CONDITIONS OF OPERATION

1. Vendor accepts full and complete responsibility for any and all loss of or damage to any item of Vendors property from any cause whatsoever and expressly releases the City of Medford, its officers, agents, and employees, from any liability therefore.
2. The Vendor contract or privilege therein provided may not be assigned or transferred. Failure to comply with this provision will result in termination of the contract.
3. The Vendor shall not subcontract its work under this Agreement, in whole or in part.
4. Vendor shall be responsible for cleanup of all park area within 100 feet from each concession outlet. Vendor shall be responsible for removing all such litter and shall be responsible for removing all refuse and waste generated by Vendor's operation. All such litter, refuse, and waste shall be removed from City property for proper disposal at Vendor's expense. Vendor shall provide refuse containers suitable for placement of litter generated by customers or other persons. Refuse shall be removed from park by the Vendor at Vendors expense. The City shall charge for the costs of special cleanup necessary should the Vendor fail to reasonably perform. The charge will be the actual costs incurred by the Department including employee wages including benefits, equipment costs and refuse disposal.
5. The Vendor is confined to the areas specified or subsequently determined to be satisfactory by the Parks and Recreation Department. Such areas may vary from time to time and may be extended or restricted as the need appears.



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6. The City shall be under no obligation to furnish shelter, utilities, equipment, furniture, or fixtures.
7. Utilities used by or for the benefit of the Vendor shall be paid for by Vendor at a rate to be determined by the Director of Parks and Recreation.
8. The Vendor shall not place any signage in the park or adjacent right-of-way except which is directly affixed to the vending unit.
9. Pushcarts, trailers, and mobile units must be removed from Park property on days when not open for business and at time other than the season and hours of operation as specified.
10. Prices of items and/or services sold or offered shall be visibly posted.
11. Vendor shall not sell or distribute alcoholic beverages under the privileges provided herein.
12. Vendor shall eliminate any unsafe condition or public hazard resulting from or associated with Vendor activities without delay as directed by the Parks and Recreation Department.
13. Vendor shall be responsible for cost of repair or replacement for any damage to park property from Vendors activities.
14. Vendor shall not use any amplified device to attract customer's attention.
15. No competing vendors will be permitted in any one park (vendors selling similar products).

### **RIGHTS RESERVED**

1. The City reserves the right to reject any and/or all Vendor permit requests, in whole or in part.
2. In the event that Vendor fails to comply with any of the requirements or conditions of the agreement, which is based upon and includes these specifications, the City reserves the right to suspend or terminate immediately the vending permit by mailing written notice to the Vendor at the address on file with the City.
3. The Parks and Recreation Department reserves the right to terminate a concession contract or portion thereof should the service prove unsatisfactory in the opinion of the Department.
4. The Parks and Recreation Department reserves the right to determine the exact location or route within each park or right-of-way area adjacent to each park where the Vendor may conduct operations under the terms of the vendor agreement.
5. The Parks and Recreation Department, on 10 days written notice to the Vendor, may terminate the concession contract for any reason deemed appropriate in its sole discretion.
6. If the Vendor voluntarily terminates the agreement, or if the agreement is terminated by the City for any cause, vendor shall forfeit all amounts paid to the City.



7. The Parks and Recreation Department reserves the right to exclude the Vendor from the agreed location for up to five (5) days per month for any reason. The vendor may be excluded at additional times specified.

8. The Parks and Recreation Department reserves the right to review for approval all items and services offered and all prices of items and services provided to the public.

9. The Parks and Recreation Department reserves the right to add or withdraw park locations from the list of approved locations without notice.

### **Permit Process and Instructions to Vendors:**

1. Fill out permit application.

2. Submit completed permit application along with a \$25.00 application fee to the Medford Parks and Recreation Department with copies of the required insurance and license attached. The fee will be waived for nonprofit groups and organizations providing the Parks and Recreation Department with a nonprofit number.

3. The City reserves the right to reject any or all application requests in whole or in part.

4. Approved permits will be issued within ten working days from the time the application is approved by the Departments Parks and Recreation Director.

5. A rate of \$30.00 per day will be charged to commercial Vendors. Fees must be paid for the length of the contract at the time permit is issued.

6. A rate of \$15.00 per day will be charged to groups who provide the Parks and Recreation Department with a non-profit number.

7. A rate of \$100 per month will be charged to vendors providing ongoing weekday service at Alba Park based on a 10x10-foot operating space.

8. Payments may be paid by cash, check, Visa/MasterCard at the Medford Parks & Recreation Office located at the Santo Community Center, 701 N. Columbus Ave. Medford, OR 97501. Linda Johnson can accept payments via phone and help can also contact Linda Johnson at (541) 774-2691



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