

TOWN OF COMOX MOBILE VENDING GUIDE

Application Guide and FAQs



PROCEDURES, REQUIREMENTS AND PERMISSIONS

Are you interested in operating a mobile vending truck, trailer or cart in the Town of Comox? This information guide will assist you in applying for a Town of Comox Mobile Vending Business Licence. This guide also includes contact information, answers to frequently asked questions and applicable application forms.

A *mobile vending truck* is a motorized, mobile, self-contained vehicle,

- that is equipped to cook, prepare and/or serve food or beverages, or
- from which any goods, wares, or merchandise other than food are peddled, vended, sold, served, displayed, offered for sale or given away.

A *mobile vending trailer* is a non-motorized portable, self-contained trailer that

- that is equipped to cook, prepare and/or serve food or beverages, or
- from which any goods, wares, or merchandise other than food are peddled, vended, sold, served, displayed, offered for sale or given away.

A *mobile vending cart* is a non-motorized mobile cart (maximum area of 4.65m²), from which

- prepared food and/or drink is dispensed, or
- goods, wares, or merchandise other than food are peddled, vended, sold, served, displayed, offered for sale or given away.

A *mobile vending unit* includes mobile vending trucks, trailers and/or carts.

THE APPLICATION PACKAGE

The following outlines the process to be following in applying for permission to operate a mobile vending unit in a Town Park:

REQUIREMENT	DESCRIPTION
1. Business Licence Application	A completed business licence application (Appendix A) must be submitted. Please tick Town of Comox as the Licence Type and provide your home address as the Business Address.
2. Parks Use Permit Application	A completed parks use permit application (Appendix B) must be submitted. In the details section, state your purpose as "mobile vendor", and briefly provide information on your proposed product, menu, days and times of service, etc.
3. Discharge Management Plan	If you are applying as a mobile food vendor, a discharge management plan, including where you will dispose of any fats, oils and greases, grey water, garbage and recyclables created by the business, must be submitted with your application package.

REQUIREMENT	DESCRIPTION
4. Photographs	Photos of all sides of the mobile vending unit must be provided with your application package.
5. Island Health Approval	If you are applying as a mobile food vendor, approval by Island Health is required prior to approval of your Business Licence. Please contact Josh Moran at Island Health, 250 331-8518, in order to obtain the necessary approval from them. The Town will also send a referral to Island Health once you submit your application for confirmation of approval.
6. Fire Department Approval*	For mobile food vending units, an inspection and written approval from the Fire Department are required prior to the approval of your Business Licence. Please contact the Assistant Fire Chief Jim Lariviere at 250 339-2432. The Fire Inspectors will ensure you have the required BC Safety Authority Approvals. See Appendix C: Fire Department Approval Checklist for requirements. The Town will also send a referral to the Comox Fire Department once you submit your application for confirmation of approval.
You will be advised once your business licence and parks use permits are approved.	
7. Motor Vehicle Insurance*	Call or visit a motor vehicle insurance company for vehicle registration information and services. A minimum two million dollars (\$5,000,000) of public liability and property damage insurance is to be carried on all automotive mobile vending equipment. Photo identification and copy of your registration and insurance must be provided prior to issuance of your Business Licence.
8. Liability Insurance	Commercial General Liability (CGL) insurance must be in force during the term of your Business Licence. A copy of a Certificate of Insurance, signed by your insurer, is required prior to the issuance of your Business Licence. Your CGL insurance must include the following minimum requirements: <ul style="list-style-type: none"> (a) name the Town as an additional insured; (b) be written on a comprehensive basis with inclusive limits of not less than \$5,000,000; (c) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia; (d) be primary and non-contributing with respect to any policies carried by the Town and must provide that any coverage carried by the Town is excess coverage;

REQUIREMENT	DESCRIPTION
	(e) not be cancelled without the insurer providing the Town with 30 clear days written notice stating when such cancellation is to be effective; and (f) include a Cross Liability and a Separation of Insureds Clause.
9. Mobile Vending Agreement	A Mobile Vending Agreement (Appendix D) between you and the Town will be prepared for signature. The Agreement must be executed prior to the issuance of your Business Licence.
10. Payment of Fees	Fees must be paid before the issuance of your Business Licence and Parks Use Permit. Any Security Deposit must also be paid at this time.
You may now conduct business in conformance with Town Bylaws and the Mobile Vending Agreement	

*These items are not required for mobile carts.

Business Licence and **Parks Use Permit** application forms can be found online at <http://comox.ca/> or picked up at Town Hall. Application forms are also included in this package. Once the necessary supporting documentation has been obtained, submit your completed application and fees to:

Comox Town Hall
1809 Beaufort Avenue (top floor)

Hours of operation: 8:30am to 4:30pm - Monday to Friday

Applications can also be emailed directly to town@comox.ca. Business Licence applications can also be submitted via the provincial [OneStop Business Registry](#) program.

If you have any questions, please call 250 339-2202 or email town@comox.ca.

FEES

A mobile vending business requires both a **business licence** and a **parks use permit** to operate in Town parks. Business licences are available on either a monthly seasonal or annual basis. Parks use permits are available on a daily, monthly or annual basis. Both the business licence fee and the parks use permit fees are due prior to the issuance of your Business Licence.

Parks Use Permit Fees, effective 2025:

	Permit Fee	Damage Deposit
Mobile Vendors – Marina Park	\$3,824 / year	\$500 for monthly and annual permits
Mobile Vendors – all other parks	\$66 / day \$655 / month \$3,277 / year	\$500 for monthly and annual permits

Parks Use Permit Fees, effective 2026:

Parks Use Fees for the years 2026 and beyond shall be increased by a rate equivalent to the percentage change in the Consumer Price Index for British Columbia for the twelve-month period ending in August of the immediately preceding year.

Annual parks use fees can be made by four monthly equal installments by post-dated cheque. Other fees may include:

- \$500 damage deposit for trucks/trailers for monthly and annual permits; \$150 damage deposit for carts
- \$100 deposit per key to unlock barriers and power sources in parks
- \$150 per year for use of power (30 amp; 220 volt)

Keys to unlock bollards and power sources can be obtained from Comox Town Hall, 1809 Beaufort Avenue (top floor). Hours of operation are 8:30 a.m. to 4:30 p.m., Monday to Friday. For more information, please contact Town Hall at either 250 339-2202 or town@comox.ca.

FREQUENTLY ASKED QUESTIONS

Where are mobile vending units permitted to operate?

Mobile vending trucks, trailers and carts are permitted to operate in select park locations (see Table 1 and Appendix E).

TABLE 1 – PERMITTED MOBILE VENDING PARK LOCATIONS
Marina Park – adjacent to parking lots and along Promenade
Filberg Park – during Filberg Festival only
Elks and Royal Purple Park (Kye Bay) – adjacent to parking lot (food vendors only)
Anderton Park – near tennis courts (food vendors only)

Specific locations within each park will be approved on an individual application basis. Please note that vendors cannot operate in Marina Park during special events, unless permission is granted by the event organizers.

Do I require a permit for each location?

A Parks Use Permit can cover multiple locations for a single mobile vending unit. Please specify on the application. If multiple units are used at different locations, a permit is required for each unit.

Can I reserve a spot?

At present, locations are available on a first come-first served basis. Depending on demand, the Town may allow locations to be reserved for limited periods of time.

How large are the locations?

Some locations are more spacious than others. It is suggested that vendors visit the locations prior to submitting an application to ensure the space will work for their mobile vending unit.

What are the permitted hours of operation?

Mobile food vending units will be permitted during the regular park operating hours, which are between 6:00 a.m. to 11:00 p.m. daily.

Do I require a Business Licence and Parks Use Permit if I'm only operating at special events?

No. However, a special event licence will be required from the event organizers. Please contact Town Hall for more information.

Is the Town of Comox responsible for providing mobile vending units with power, water and waste water services?

No. Mobile vending units must be equipped with their own power and water sources. Power and water is available in some locations for a fee. Wastewater must be collected and disposed of at the end of each day, in accordance with your discharge management plan.

Do I need to remove my mobile vending unit at the end of each day?

At present, mobile vending trucks and trailers do not need to be removed at the end of each day. Depending on demand, the Town may require units to be removed at the end of each day to allow for opportunities for others.

Are mobile vendors responsible for their garbage and recycling?

Yes. Vendors must provide proper waste and recycling receptacles adequate to ensure the cleanliness of the adjacent area, clean up at the end of each day within a 20m radius at each location, and must remove all collected garbage and recycling waste from the location.

Are there any regulations regarding placement of signage furniture and/or storage?

Yes. One sign per unit. Sign boards must be placed against the mobile vending unit to avoid any obstructions to vehicles or pedestrians and must be removed or stored within your unit at the end of each day. Placement of furniture, such as tables and chairs, is not permitted. Placement of outdoor storage of any sort, such as bins or shelving, is not permitted.

Who can I contact if an issue arises?

For questions or concerns during regular business hours (8:00am to 4:30pm – Monday to Friday) please contact Bylaw Enforcement (Peter Morrow) at 250 339-2202. For concerns after regular business hours and/or during the weekend, please contact the Town’s after-hours emergency number at 250 338-9434.

Where can I find a complete list of rules and regulations?

A complete list of regulations will be included in your Agreement with the Town. See Appendix D.

APPENDIX A

New Business: <input type="checkbox"/>		Business Name Change: <input type="checkbox"/>		Address Change: <input type="checkbox"/>		Other Change: <input type="checkbox"/>		
Licence Type:		Town of Comox: <input type="checkbox"/>		Intermunicipal (Comox/Courtenay): <input type="checkbox"/>		(Optional add on) Inter-Community: <input type="checkbox"/>		
Business Name:				Business Phone:				
Business Owner Name:				Owner Phone:				
Business Address:				Mailing Address:				
Town:		Prov:	Postal:		Town:		Prov:	Postal:
Local Contact Name:			Email:			Phone:		
Business Description:					Is this a seasonal or temporary business?		Start Date:	
Type of mobile vendor, if applicable:			Truck: <input type="checkbox"/>	Trailer: <input type="checkbox"/>	Cart: <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Home Occupation? Yes <input type="checkbox"/> No <input type="checkbox"/>		Are you Renovating? Yes <input type="checkbox"/> No <input type="checkbox"/>		Will you be operating for more than one year? Yes <input type="checkbox"/> No <input type="checkbox"/>		Month ending:		

I/we, the undersigned, hereby apply for a Town of Comox Business Licence as hereinbefore outlines and declare that all statements made in the application are true and correct. I/we agree that should the licence applied for herein be granted, that I/we will abide by all bylaws now in force or which hereafter come into force in the Town of Comox. I/we further understand that I/we cannot commence business until such time as a business licence has been approved and issued.

Signature of Applicant: _____

Print Name: _____

Date: _____

OFFICE USE ONLY

PLANNING	Referred:	Comments:	
	Approved:		
BUILDING	Referred:	Comments:	
	Approved:		
FIRE	Referred:	Comments:	
	Approved:		
HEALTH	Referred:	Comments:	
	Approved:		
OTHER	Referred:	Comments:	
	Approved:		
Business Licence Inspector:		Licence Category:	Licence Year:
Approved:	Licence Fee:	Licence Number:	Issued: Expires:

Information collected on this application becomes part of the public record and may be released to the public in accordance with the Freedom of Information and Protection of Privacy Act. Business contact information is not considered personal information.

LAST UPDATE: November 27, 2024



**TOWN OF COMOX
PARK USE APPLICATION/PERMIT**

APPENDIX B

1855 Noel Avenue, Comox, BC V9M 2H4 - 250-339-2255 - publicworks@comox.ca

TOWN OF COMOX

APPLICANT INFORMATION

COMPANY/SOCIETY/COMMUNITY/INDIVIDUAL:		COMPANY/SOCIETY/COMMUNITY/INDIVIDUAL REP:	
COMMERCIAL:	NON-PROFIT SOCIETY :	COMMUNITY ORG:	INDIVIDUAL:
MAILING ADDRESS:		CITY & PROVINCE:	POSTAL CODE:
BUSINESS PHONE:	FAX NUMBER:	EMAIL ADDRESS:	
CELL PHONE:	EVENT SITE PHONE (if different):	DRIVERS LICENCE #:	
ALTERNATE CONTACT PERSON:		BUSINESS PHONE:	FAX NUMBER:
CELL/HOME PHONE:	EMAIL ADDRESS:		

EVENT INFORMATION

EVENT NAME:		TYPE OF EVENT:	
EVENT DATE(S):		DAY(S) OF THE WEEK: <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	
PARK:	LOCATION IN PARK: (Attach map if applicable)		
MARINA PARK UPPER GAZEBO: YES <input type="radio"/> NO <input type="radio"/>	MARINA PARK LOWER GAZEBO: YES <input type="radio"/> NO <input type="radio"/>		
SET-UP TIMES:	BEGIN:	AM/PM	DISMANTLE: AM/PM
EVENT TIMES:	START:	AM/PM	FINISH: AM/PM
PURPOSE OF EVENT:			
NUMBER OF PARTICIPANTS:		SPECTATORS:	VOLUNTEERS/PERSONNEL:
EVENT DESCRIPTION: (Use additional paper if necessary)			
WILL CLEAN UP OCCUR IMMEDIATELY AFTER THE EVENT? YES <input type="radio"/> NO <input type="radio"/> If NO, when will clean up occur?			
WILL THE EVENT INCLUDE THE OPERATION OF AN AMPLIFICATION SYSTEM OR LOUDSPEAKER? YES <input type="radio"/> NO <input type="radio"/>			
WILL THE EVENT INVOLVE THE DISCHARGE OF FIREARMS OR EXPLOSIVE MATERIAL? YES <input type="radio"/> NO <input type="radio"/> If YES, please describe.			
WILL THE EVENT INCLUDE THE POSTING, PAINTING OR DISTRIBUTION OF INFORMATION? YES <input type="radio"/> NO <input type="radio"/> If YES, please provide copy.			
WILL THE EVENT INCLUDE THE SALE AND/OR CONSUMPTION OF ALCOHOL: YES <input type="radio"/> NO <input type="radio"/> If YES, a SOL License is required.			
WILL THE EVENT INCLUDE AMUSEMENT DEVICES? i.e. Inflatable structures, rides YES <input type="radio"/> NO <input type="radio"/> If YES, operators must be licensed.			
WILL THE EVENT INCLUDE FOOD OR CONCESSION? YES <input type="radio"/> NO <input type="radio"/> If YES & using unlicensed vendors, a Temporary Food Permit is required.			
WILL THE EVENT REQUIRE SUBSTANTIAL ELECTRICAL CONNECTIONS? YES <input type="radio"/> NO <input type="radio"/> If YES, an Entertainment Permit may be required.			

FEES AND PROCEEDS

ARE YOU CHARGING A PARTICIPANT FEE? YES NO IF YES, HOW MUCH PER PARTICIPANT? \$

ARE YOU CHARGING AN ADMISSION FEE? YES NO IF YES, WHAT IS THE ADMISSION FEE? \$

RELATED ITEMS BE SOLD AT THIS EVENT? YES NO IF YES, PLEASE ATTACH A LIST OF ITEMS TO BE SOLD.

WHO RECEIVES THE PROCEEDS OF THIS EVENT?

SAFETY AND SECURITY

ARE SECURITY PERSONNEL ON SITE? YES NO IF YES, COMPANY NAME

SECURITY CONTACT:

SECURITY PHONE NUMBER:

HOURS WHEN SECURITY IS ON SITE:

IS FIRST AID ON SITE? YES NO DO YOU HAVE AN EMERGENCY PLAN? YES NO

SAFE RIDE HOME PLAN REQUIRED? YES NO PLEASE ATTACH PLAN IF REQUIRED.

TRAFFIC

WILL THERE BE ANY ROAD OR PARKING CLOSURES/CHANGES DURING YOUR EVENT? YES NO

IF YES, PLEASE PROVIDE DETAILS:

TOWN OF COMOX

ARE YOU REQUIRING ASSISTANCE FROM THE TOWN OF COMOX? YES NO

IF YES, PLEASE PROVIDE DETAILS:

INSURANCE

DO YOU HAVE A MINIMUM OF \$2,000,000 INSURANCE WITH THE TOWN AS AN ADDITIONAL INSURED? YES NO

I HEREBY CERTIFY THAT ALL INFORMATION PROVIDED FOR THIS APPLICATION IS TRUE AND CORRECT.

Signature: _____

Date: _____

APPROVAL - FOR OFFICE USE ONLY

Parks Superintendent: _____ Date Issued: _____

Permit Number: _____ Valid From: _____ Valid To: _____

Rental fee: _____ Recreation Department: _____

GST - #10812 5808

APPENDIX C – FIRE DEPARTMENT APPROVAL CHECKLIST**Fire Extinguisher**

- A fire extinguisher with a minimum 2A:10BC rating must be provided and mounted in an unobstructed location.
- The fire extinguisher must be inspected annually by an approved agency. A service tag must be visible.

Gas Safety

- Mobile food service equipment must be built to the relevant sections of the CAN/CSA B149.1 Natural gas and Propane Installation Code, and the CAN/CSA B149.2 Propane Storage and Handling Code.
- Mobile food service equipment must bear an approved decal from BC Safety Authority or alternatively must be certified and labeled by a Certification Organization accredited by the Standards Council of Canada.
- Once a gas product approval decal has been affixed, the gas equipment cannot be modified in any way without a new installation permit. Additionally, this will require an updated decal.

Electrical Safety

- All electrical appliances are required to have appropriate certification and/or listing (e.g. CSA, CAN/ULC).
- If an approved certification marking is not present, an inspection decal from the BC Safety Authority will be required.
- Electrical equipment shall be used and maintained as not to constitute an undue fire hazard.
- Combustibles shall be kept at least 1 meter from electrical panels.

Wood Burning

- Wood burning appliances are required to have appropriate certification and/or listing (e.g. CSA, CAN/ULC).

Grease Laden Vapors

- Deep fryers must be approved commercial appliances. Residential deep fryers will not be accepted.
- Enclosed cooking units creating grease laden vapors require a kitchen exhaust and automatic suppression system conforming to NFPA 96.
- Fixed suppression systems shall be serviced bi-annually by an approved technician. A service tag must be visible.
- Instructions for manually operating the fire protection system shall be posted conspicuously in the cooking area.
- A type K fire extinguisher must be provided when vegetable or animal oils and fats are used for cooking. The extinguisher must be inspected annually by an approved agency. A service tag must be visible.

- Where a hazard is protected by an automatic suppression system, a placard shall be posted near the type K extinguisher that states: "The fire protection system shall be actuated prior to using the fire extinguisher".
- Hoods, grease removal devices, fans and ducts must be cleaned and serviced every 6 months by a qualified service technician. A service tag must be visible.

Cooking Outside

- Cooking and/or grilling shall not be conducted under any plastic or fabric tents, tarps or awnings.
- Stand-alone stove or burners and self-contained cooking appliances located outside shall be supported as per manufacturer's specifications and kept away from combustibles (do not place directly on ground).
- A guard/barrier, not less than 1-meter high, must be provided to act as a barrier between the public and cooking appliances.

Fire Department Inspection and Approval

- Fire Department inspections are by appointment only.
- Any alterations or modifications to a previously accepted cooking configuration must be re-inspected.

**If you have any questions please contact the
Assistant Chief of Fire Prevention at 250-339-2432 or email firehall@comox.ca**

APPENDIX D



MOBILE VENDING AGREEMENT

TOWN OF COMOX

1809 Beaufort Avenue
Comox BC V9M 1R9

Ph: 250 339-2202

email: town@comox.ca

THIS AGREEMENT dated for reference the **1st day of January, 2025** is

BETWEEN:

TOWN OF COMOX,
1809 Beaufort Avenue
Comox BC V9M 1R9

(the "Town")

AND:

[Insert Corporate or Individual Name and address]

(the "Vendor")

WHEREAS:

- A. In accordance with section 8 of the *Community Charter*, the Comox Business Regulation Bylaw No. 1882, 2018 and the Comox Parks Use Bylaw No. 1881, 2018, all as amended from time to time, Council has, by bylaw, regulated, prohibited and imposed requirements in relation to public places;
- B. In accordance with section 35 of the *Community Charter*, as amended from time to time, the soil and freehold or the right of possession of every highway, including every street, road, lane and every other way open to public use, within the Town of Comox is vested in the Town;
- C. The Vendor wishes to use and occupy that portion of Town highway or park, shown outlined in heavy black on the sketch plan attached as Schedule "A" (the "Licence Area"), for the purpose of locating and operating a Mobile Vending Unit;
- D. The Town wishes to grant to the Vendor a non-exclusive permit ("Parks Use Permit") to use the Licence Area for the purpose of locating and operating the Mobile Vending Unit, as defined in attached Schedule "B", on the terms and conditions of this Agreement;

THIS AGREEMENT is evidence that, in consideration of the permit fee to be paid and the promises exchanged below, and other good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge), the Town and the Vendor agree as follows:

1. **Parks Use Permit** – The Town hereby grants to the Vendor a non-exclusive right to enter upon and use the Licence Area on the terms and conditions set out in this Agreement.
2. **Purpose** – The Vendor must only use the Licence Area for the purpose of locating and operating the Mobile Vending Unit in accordance with the terms and conditions of the Parks Use Permit and this Agreement.
3. **Term** – The term of this Agreement is from **JANUARY 1, 2025** (the “Commencement Date”) to **DECEMBER 31, 2025** (the “Expiration Date”).
4. **Permit Fee** – The Vendor shall pay to the Town, on the Commencement Date, **\$3,824** for 2025. If the Vendor is obtaining an annual Permit, the Vendor may pay the Permit Fee with a series of four equal monthly payments.
5. **Taxes** – The Permit Fee does not include GST or PST (as may be applicable from time to time during the Term) and the Vendor shall pay to the Town all applicable GST and PST and/or other taxes that are legally imposed from time to time.
6. **Vendor’s Covenants and Obligations** – The Vendor shall:
 - (a) promptly pay the Permit Fee and all applicable taxes when due;
 - (b) only operate in the Licence Area, and use the Licence Area only for the purpose set out in section 2;
 - (c) if operating the Mobile Vending Unit in Marina Park, require all employees to park personal vehicles outside of the Marina Park;
 - (d) not operate in Marina Park during special events, unless permission is granted by the event organizers;
 - (e) remove the Mobile Vending Unit from the Licence Area if the Vendor does not plan to operate for a period of seven (7) consecutive days or longer;
 - (f) remove the Mobile Vending Unit from the Licence Area at any time requested by the Town;
 - (g) not operate between the hours of 11:00 p.m. and 6:00 a.m.;
 - (h) place the Mobile Vending Unit on the applicable concrete pad if one exists, and not place the Mobile Vending Unit so as to limit the passable width for pedestrians of any portion of a sidewalk, public path or highway to less than 1.5 metres;
 - (i) not face service windows towards a street, roadway or parking lot (if applicable);
 - (j) not place any furniture (i.e., tables, chairs, benches, counters, etc.);
 - (k) not erect or display more than one (1) sandwich board sign or notice on or in the Licence Area, with a maximum area of 0.6 m² (6.45 ft²) per side;
 - (l) not serve any alcohol or tobacco products at the Mobile Vending Unit;

- (m) not shout, play music or use voice amplification, and only solicit with a regular speaking voice;
- (n) provide garbage and recycling receptacles on the park side of the Mobile Vending Unit adequate to ensure the cleanliness of the adjacent area, post signage requesting patrons to use the vendor's garbage and recycling receptacles, do a sweep of the park and/or beach area twice daily to remove garbage and recycling related to their business, clean up at the end of each day within a 20 metre radius of the Licence Area, and remove all collected garbage and recycling waste from the Licence Area;
- (o) not store any supplies or waste products outside of the Mobile Vending Unit;
- (p) not commit or allow any voluntary waste or destruction of the Licence Area;
- (q) provide, if required, its own generator to supply power to the Mobile Vending Unit, the noise level from such generator not to be unreasonable, as determined by the Town in its sole discretion;
- (r) dispose of grey water at an approved sani-dump location;
- (s) ensure that food and supply delivery vehicles are parked entirely within a single vehicle parking stall, and not within trailer parking, while delivering goods;
- (t) not cause, maintain or permit anything that may be or become a nuisance or annoyance on or from the Licence Area,
 - to other users of the Licence Area,
 - to any adjacent owners or occupiers of lands,
 - to the public, including by the accumulation of rubbish or unused personal property of any kind,
 - by sound emitted from a power generator provided in accordance with subsection (q), or
 - by interfering with ingress or egress of emergency and sanitation vehicles, or of adjacent property owners;
- (u) carry on its activities in, on and from the Licence Area in compliance with any and all statutes, enactments, bylaws, regulations and orders from time to time in force (including all environmental laws, all health and safety regulations, and all Town bylaws and regulations respecting fire, traffic safety and sanitation), and shall obtain the required licenses (including a business licence from the Town), permits and approvals thereunder and not do or omit to do anything upon or from the Licence Area in contravention thereof;
- (v) pay all costs and expenses of any kind whatsoever associated with and payable in respect of the Vendor's use of the Licence Area, including without limitation all utility charges for utilities serving the Mobile Vending Unit;
- (w) maintain the Mobile Vending Unit in good and working order, with an aesthetically pleasing appearance;
- (x) if Vendor is paying a daily parks use fee, provide to the Town, on the last day of each month during the Term, a consolidated list of the dates and times the Vendor was operating in the Licence Area during the month; and

7. **Performance at Vendor's Cost** – All obligations to be performed by the Vendor under this Agreement shall be performed at its own cost.
8. **Security Deposit** – Upon execution of this Agreement by the Vendor, the Vendor shall pay to the Town a deposit in the amount of \$500.00 as security for the performance of the Vendor's obligations under this Agreement (the "Deposit"). (as applicable)
9. **Vendor's Representations and Warranties** – The Vendor represents and warrants to the Town that:
 - (a) the Mobile Vending Unit is a single fully-contained unit;
 - (b) the Mobile Vending Unit is capable of being moved on its own wheels without alteration or preparation;
10. **Vendor's Acknowledgments and Agreements** – The Vendor acknowledges and agrees that:
 - (a) the Vendor will have access to power and water connections at the Licence Area if available and suitable for use;
 - (b) the Vendor accepts the Licence Area on an "as is basis", without any representations or assurances from the Town as to the state or condition of the Licence Area or the suitability of the Licence Area for the Vendor's purposes; and
this Agreement creates a non-exclusive contractual licence only and the Vendor acquires no interest in the Licence Area or any other land vested in or held by the Town but only the non-exclusive right to use the Licence Area in accordance with the terms and conditions of this Agreement.
11. **Insurance** – The Vendor shall obtain and maintain during the Term:
 - (a) commercial general liability insurance providing coverage for death, bodily injury, property loss and damage, and all other losses arising out of or in connection with the Vendor's operations at, and use of, the Licence Area in an amount of not less than \$5,000,000 per occurrence; and
 - (b) automobile liability insurance providing coverage for death, bodily injury, property loss and damage arising out of or in connection with the Mobile Vending Unit in an amount of not less than \$5,000,000 per occurrence.
12. **Insurance Policies** – All insurance policies required to be taken out by the Vendor shall be with companies satisfactory to the Town and shall:
 - (a) name the Town as an additional insured;
 - (b) be written on a comprehensive basis;
 - (c) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
 - (d) be primary and non-contributing with respect to any policies carried by the Town and include a clause that any coverage carried by the Town is excess coverage;
 - (e) not be cancelled without the insurer providing the Town with 30 clear days written notice stating when such cancellation is to be effective; and
 - (f) include a Cross Liability and a Separation of Insureds clause.

13. **Certificate of Insurance** – Prior to the execution of this agreement, the Vendor shall provide to the Town a certificate of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in sections 11 and 12.
14. **Release** – The Vendor hereby releases the Town and its elected and appointed officials, officers, employees, contractors and agents from and against all demands and claims, which the Vendor may have, now or in the future, in relation to this Agreement and the Licence Area.
15. **Indemnity** – The Vendor hereby indemnifies and saves harmless the Town and its elected and appointed officials, officers, employees, contractors and agents from and against any and all liabilities, actions, causes of action, claims, debts, suits, losses, costs (including actual costs of professional advisors), demands and harm, whether known or unknown, whether in relation to death, bodily injury, property loss, property damage or other loss or damage of any kind whatsoever, arising from or in connection with:
 - (a) the Vendor’s use or occupation of the Licence Area;
 - (b) the Vendor’s operation, use and removal of the Mobile Vending Unit;
 - (c) fulfillment by the Vendor of any term or covenant in this Agreement;
 - (d) any default or breach of the Vendor under this Agreement;
 - (e) any contamination of the Licence Area or any contamination of the surrounding property resulting from the Vendor’s use or occupation of the Licence Area; or
 - (f) any act, omission, negligence or wrongful conduct of the Vendor or any of its agents, employees, contractors, volunteers, invitees and others for whom it is responsible.

No provision of this Agreement and no act or omission or finding of negligence, whether joint or several, as against the Town shall relieve the Vendor from liability to the Town, whether such liability arises under this Agreement or otherwise.

All indemnities shall survive the expiration or earlier termination of this Agreement.

16. **Inspections** – The Vendor acknowledges that the Town, by its authorized representatives, may carry out inspections of the Mobile Vending Unit and the Licence Area at any time for the purpose of determining whether the Vendor is complying with its obligations under this Agreement.
17. **Order to Correct Default** – If the Town considers the Vendor to be in breach of any of its obligations under this Agreement, the Town may give to the Vendor a written notice requiring correction of such default within the time specified in the notice.
18. **Action on Vendor’s Default** – The Vendor must promptly correct its default according to any notice received from the Town under section 16 and, if the Vendor fails to do so, the Town may, but is not obligated to, cause such default to be corrected at the Vendor’s cost, and may use the Deposit for such purpose.

19. **Termination** – The Town may terminate this Agreement by giving notice of immediate termination to the Vendor:
- (a) in the event of bankruptcy or insolvency or the taking of any proceedings toward dissolution or winding up of the Vendor or if demand for payment is made upon the Vendor by its bank or a foreclosure action is commenced against the Vendor by its bank;
 - (b) if the Vendor fails to abide by any term or obligation of this Agreement and fails to rectify the default within the time specified in the written notice from the Town requiring rectification of the default; or
 - (c) for any reason on providing thirty (30) days' notice to the Vendor.

Such termination shall not relieve the Vendor from liability for any default by the Vendor in its obligations under this Agreement prior to such termination taking effect.

20. **Surrender** – On the Expiry Date or earlier termination of this Agreement, the Vendor shall cease all use and occupation of the Licence Area and shall leave the Licence Area in a clean, tidy and safe condition and clear from any contamination arising since the Commencement Date, and the Town shall repay to the Vendor any portion of the Deposit not used by the Town in accordance with this Agreement.
21. **No Assignment** – The Vendor shall not assign this Agreement in whole or in part.
22. **No Joint Venture** – Nothing in this Agreement makes the Town and the Vendor joint venturers, partners or agents of the other.
23. **Independent Contractor** – In all respects, the Vendor is an independent contractor entitled to use its own methods provided the result is the operation of the Mobile Vending Unit in accordance with this Agreement.
24. **Notices** – All notices required or permitted to be given under this Agreement shall be in writing and may be delivered by hand, sent by facsimile transmission or forwarded by first-class prepaid express mail to the addresses set forth on the first page of this Agreement, or such other address as may from time to time be notified in writing by the parties. Any notice delivered or sent by hand or by facsimile shall be deemed to be given and received at the time of sending or posting. Any notice mailed shall be deemed to have been given and received 3 days after it is posted, provided that if there should be between the time of mailing and the actual receipt of the notice a mail strike, slow down or other labour dispute which might affect the delivery of such notice by mail, then such notice shall only be effective once delivered.
25. **Time of the Essence** – Time is of the essence respecting this Agreement.

26. **Further Assurances** – The parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Agreement.
27. **Entire Agreement** – This Agreement is the entire agreement between the parties and neither the Vendor nor the Town has given or made any representations, warranties, guarantees, promises, covenants or agreements to the other except those expressed in writing in this Agreement.
28. **Amendments** – No amendments to this Agreement shall be valid unless evidenced by written agreement executed by the Vendor and the Town.
29. **Interpretation** – In this Agreement:
- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
 - (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
 - (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
 - (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced; and
 - (f) reference to a "party" is a reference to a party to this Agreement and to its respective corporate successors, trustees, administrators and receivers.
30. **Severance** – If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement.
31. **Laws of British Columbia** – This Agreement shall be governed by and construed according to the laws of the Province of British Columbia.
32. **Waiver** – Waiver by the Town of any default by the Vendor shall not be deemed to be a waiver of any subsequent default by the Vendor. All waivers must be in writing.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the dates written below.

TOWN OF COMOX by its
authorized signatory(ies):

[NAME OF INDIVIDUAL]
[Use if Vendor is an individual]

Name and Title:

Name:

X

Signature:

Name:

Date:

Date:

[NAME OF CORPORATION] by its authorized
signatory(ies):
[Use if Vendor is a corporate entity]

Name of Individual:

Signed in the presence of:

X

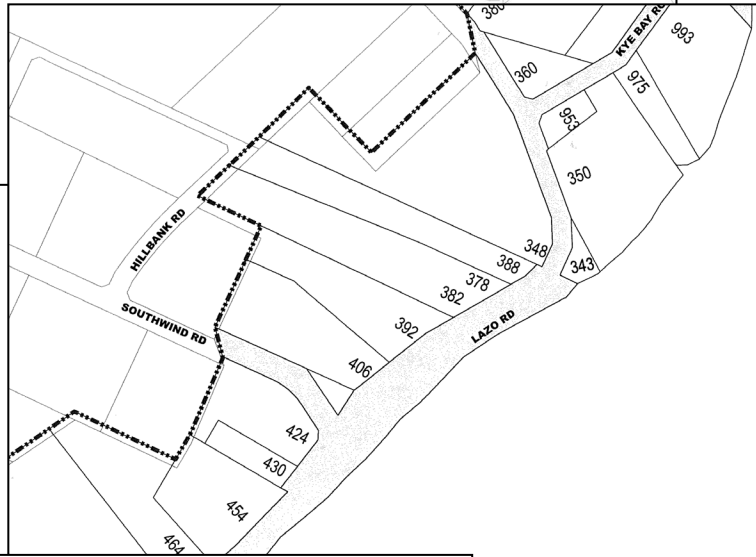
Witness:

Address:

Date:

APPENDIX E – PERMITTED MOBILE VENDING PARK LOCATIONS

Permitted Mobile Vending Locations



-  Mobile food vendors only
-  Mobile food/merchandise vendors
-  Licence Area

