



Matanuska-Susitna Borough Roving Vendor Permit

PERMIT # _____ EXP. DATE: _____

This permit is issued in accordance to MSB 23.10.100 and subject to attached Permit Terms and Conditions and special instructions.

VENDING BUSINESS: _____

OPERATOR: _____

OWNER: _____

OWNER HOME ADDRESS: _____

ADDRESS: _____

OWNER BUSINESS ADDRESS: _____

ADDRESS: _____

OWNER HOME PHONE: _____

OWNER WORK PHONE: _____

EMAIL: _____

ATTACH DESCRIPTION OF EQUIPMENT USED THAT INCLUDES EACH VEHICLE AND TRAILER

FEES: TOTAL ANNUAL FEE
\$150.00

VENDING DESCRIPTION: (Goods/Services Offered)

VENDING LOCATION: (Borough Property)

MSB TAX ID: _____

BUSINESS NAME: _____

STATE BUSINESS LICENSE #: _____

MSB BUSINESS LICENSE #: _____

Submit copy of vehicle(s) registration and insurance.

Submit copy of food handling permit if applicable.

Submit copy of commercial insurance.

As the Permittee, I have read, understand, and will comply with the Permit Terms and Conditions of this permit as stated herein, and I understand that violation of any terms of this permit will result in the immediate revocation of the permit and may result in claims for damages.

As the Permittee, I understand that this permit may be terminated, suspended or modified for the convenience of the Borough, and may be terminated without cause upon 30-day notice.

As the Permittee, I agree to indemnify, defend, and hold and save the Matanuska-Susitna Borough, its elected and appointed officers, agents, and employees harmless from any and all claims, demands, suits, or liability of any nature, kind, or character, including costs, expenses, and attorney's fees. The Permittee shall be responsible under this clause for any and all legal action or claims of any character resulting from injuries, death, economic loss, damages, violation of statutes, ordinances, constitutions, or other laws, rules, or regulation, contractual claims, or any other kind of loss, tangible or intangible sustained by the Permittee's, or its officers, agents, employees, partners, attorneys, suppliers, subcontractors, or volunteers performance or failure to perform under this permit in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the MSB or its agents, which are said to have contributed to the losses, failure, violations, or damage. PERMITTEE shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the Matanuska-Susitna Borough, its agents, or employees.

SIGNATURE: _____ DATE: _____
(Permittee)

ISSUED BY: _____ ISSUE DATE: _____
(MSB Staff)



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PERMIT TERMS AND CONDITIONS

PERMIT GRANT.

This Roving Vendor Permit (hereinafter "Permit") grants a Roving Vendor (hereinafter "Permittee") non-exclusive use of the lands owned by the Matanuska-Susitna Borough (hereinafter "Property") as specified in this permit. This Permit does not convey any interest in the Property.

TERM.

This Permit is valid until the end of the calendar year (December 31) in which the Permit was issued. Permits may be renewed on a yearly basis. The Borough reserves the right to limit duration of use and location. Permittee may apply to MSB Land & Resource Management for a Real Property Use Permit for exclusive and specific use of borough-owned land.

LOCATION.

The Permittee is responsible for properly locating their activity on the Property in the designated location authorized by the Borough. The Permittee is responsible for complying with all applicable rules and regulations for any facility in which they operate. The Permittee assumes all risks and liability for Permittee's equipment, business and personal property, and associated vendor items while on the Property. The Permittee shall avoid damaging trees and other vegetation while on the Property.

SPECIAL CONDITIONS.

The Permittee shall obtain a food establishment permit from the Alaska Department of Environmental Conservation, if required, and shall provide a copy to the Borough to be kept on file with this permit. A copy of state and local licenses shall be provided by the Permittee to the Borough.

QUALIFYING CRITERIA & INSURANCE

Before a Permit will be issued, businesses must possess and provide proof of all necessary permits, licenses, and certifications required to be in compliance with federal, state, and local laws, including but not limited to; business licenses, DEC permits, insurance certificates, etc. Individual requirements will be dependent upon the nature of the mobile concession business.

INSURANCE

The Permittee, either for itself or on behalf of an individual or entity with whom the Permittee contracts to perform any portion of the Roving Vendor service, will ensure that coverage is maintained in no less than the minimum amounts set forth below throughout the term of the agreement. The Permittee will provide current Certificates of Insurance naming the Matanuska-Susitna Borough as an additional insured and waiving subrogation for auto liability and workers' compensation for the term of the Permit.

Workers' Compensation Employer's Liability

Workers' Compensation-statutory, State of Alaska; Employer's Liability- \$100,000 each accident; \$500,000 disease-policy limit; \$100,000 disease-each employee. Permittee waives all rights of subrogation against the borough for recovery of damages to the extent covered by Worker's Compensation.

If Vendor has no employees, then the Borough will waive the requirement of Workers' Compensation Insurance.

Commercial General Liability: \$1,000,000 per occurrence

Automobile Liability: \$1,000,000 combined single limit

All Permittee's using motor vehicles must demonstrate compliance with Alaska Statutes by providing proof of automobile liability insurance for any autos used to perform services under this Permit. If the use of autos is material to the scope of work, i.e. food truck, delivery services; the limit above shall apply. If the use of autos is not material to the scope of work,



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they shall be insured at no less than the state's minimum limit. Permittee waives all rights of subrogation against the borough for recovery of damages to the extent covered by Auto Liability.

A permit will not be issued until proof of insurance is on file.

REGULATIONS.

The Permittee is responsible for compliance with all local, state and federal laws. The Permittee agrees to obtain the necessary approvals from third party interests and obtain all permits or written authorization required by the applicable laws, rules, and regulations from governing authorities.

SANITATION / WASTE.

The Property shall be kept clean at all times. Prior to removal, all garbage and debris will be stored so as not to attract wildlife or cause a nuisance. All solid waste and foreign debris shall be removed from the Property at the end of each business day. No refuse, trash, or other materials may be placed in Borough dumpsters, buried or burned on the Property, or discharged into any water body.

FIRE.

The Permittee shall not have any outdoor fires without express written permission from the Borough. If so permitted, Permittee shall be fully responsible to contain fire within specified area(s) approved by the Borough and shall immediately report to the appropriate officials if the fire escapes containment area.

FIREARMS.

Firearms shall not be discharged on the Property unless it is necessary for personal protection.

FUEL.

The storage of petroleum products is prohibited on the Property. Spills or contamination will be controlled and recovered immediately and reported by the Permittee to the Borough, and as required by law, to the State of Alaska, Dept. of Environmental Conservation.

This Permit is non-transferable.