

Folder #: _____

Municipal Plate #: _____

Class of License: _____

Receipt #: _____

No Refreshment Vehicle Licensee of a Class "B shall:

- a) permit the use of other than manually propelled vehicles;
- b) stop for longer than 10 minutes at any one serving location;
- c) stop or operate on a portion of any Highway signed as "No Parking", "No Stopping", or "Fire Route"; or
- d) operate a Class "B" vehicle:
 - i. on a highway other than in an area zoned residential;
 - ii. between the hours of 9:00 p.m. and 9:00 a.m.;
 - iii. on any portion of a highway adjacent to any public park, playground, or an athletic field, where refreshments are available;
 - iv. on private property without written consent;
 - v. within 30 metres of an intersection;
 - vi. within 90 metres of a property line of any land occupied by a public, separate, or private school between the hours of 9:00 a.m. and 4:30 p.m. on a school day: or

 - vii. within 90 metres of a property line of land occupied by a business that sells products similar to those sold or offered for sale from the Refreshment Vehicle to the public.

Class C - Additional Information

A Class "C" licence shall be required for all mobile Refreshment Vehicles including, but not limited to, canteen vehicles.

Every Class "C" Refreshment Vehicle Licensee shall:

- a) obtain permission from the private property owner where the Refreshment Vehicle will be located;

- b) not obstruct normal pedestrian or vehicular traffic; and
- c) not obscure clear visibility of approaching pedestrian or vehicular traffic.

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SCHEDULE 3

INSURANCE

1. This schedule shall apply to any Applicant that is required to submit proof of insurance.
2. Upon submitting an Application, the Applicant shall execute the following indemnity to the satisfaction of the City:

The Licensee both during and after the term of the Licence or renewed Licence, shall at all times, and at its own cost, expense, and risk, defend, indemnify and hold harmless the City, its elected officials, officers, employees, volunteers, agents, and all respective heirs, administrators, executors, successors, and assigns from any and all losses, damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any Person or Business), fines, penalties and surcharges, liabilities, judgements, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind and expenses which the indemnified City may suffer or incur, howsoever caused, provided such losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, cause of action, contracts, suits, actions or other proceedings of any kind and expenses as defined above are due or claimed to be due to the negligence, breach of contract, and/or breach of law of the Licensee.

3. The Applicant shall maintain liability insurance acceptable to the Manager of Licensing throughout the term of the Licence, if the Licence has been granted.
4. The liability insurance shall consist of a comprehensive policy of public liability and property damage insurance in an amount of not less than \$2,000,000.00 per occurrence.
5. The liability insurance shall name The Corporation of the City of Kitchener as additional insured with a cross liability endorsement and severability of interest provision.
6. The Applicant shall submit a Certificate of Insurance evidencing the insurance and it shall state the coverage will not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by registered mail to the City.