



## Mobile Vendor Application

This application must be filed in the Office of the City Clerk:  
City of Loveland, 500 East 3<sup>rd</sup> Street, Suite 230, Loveland, CO 80537

Applicant(s) Name: \_\_\_\_\_  
Business Name: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Business address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Mailing address, City, State & Zip: \_\_\_\_\_

### Documents Required From Applicant: (Attach Copies To Application)

<input type="checkbox"/> Completed and signed application	<input type="checkbox"/> \$100 Permit Fee Per Calendar Year (not prorated for partial year)
<input type="checkbox"/> Loveland, State, and Larimer County Sales Tax Licenses	<input type="checkbox"/> Valid State issued Driver's License
<input type="checkbox"/> Health Department Certificate (if selling food or beverage)	<input type="checkbox"/> Proof of Vehicle Insurance and Liability Insurance Certificate with \$500,000 limit
<input type="checkbox"/> LFRA Inspection/Permit (Signature of LRFA Representative)	<input type="checkbox"/> Optional: Exhibit A signed if desired to sell within a City of Loveland Park
<input type="checkbox"/> Photographs of the Vehicle/Trailer (all four sides including a picture of the license plate)	
<input type="checkbox"/> Certificate of General Liability Insurance naming City of Loveland (property owner) as additional insured in amount of \$1,000,000.	

I understand the granting of this license is dependent upon adherence to all state and local laws and may be subject to restrictions during special events (L.M.C. 12.30.100); and otherwise, may be revoked.

### 1. Business Information:

Proposed location of operation within the City of Loveland (LMC 12.30.050 F):

\_\_\_\_\_  
\_\_\_\_\_

### 2. Describe Services or Items For Sale:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. Description Of The Design Of The Vehicle Used In Operation (Pushcart, Truck, Trailer, etc.)**  
See Municipal Code 12.30.050.

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**4. Hours Of Operation:**

Specify Months:

Days of Week:

Hours of Operation:

**5. License Verification:**

☐ I have a valid Colorado driver's license and understand that myself, and all drivers under this license, will provide/update Colorado driver's licenses.

List contact information for any drivers, including address and phone number.

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**6. Fire Marshal Review & Signature:**

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Signature

Date

Notes, if any:

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I acknowledge that the information contained in this application is true, correct and complete to the best of my knowledge. **I understand that in order to participate in any event within City limits, I must be licensed at least 10 days before the event.** Furthermore, I understand that once approved, my information will be added to the City's Approved Mobile Vendor list, which is published on the City's website: <https://www.lovgov.org/city-government/city-clerk>.

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# Exhibit A

## Agreement to sell within City of Loveland Parks

1. **Indemnification:** Applicant(s) agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss, or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with Applicant(s)'s mobile vending operation, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Applicant(s), any subcontractor of Applicant(s), or any officer, director, shareholder, member, employee, representative, or agent of Applicant(s), or which arise out of any workers' compensation claim of any employee of Applicant(s) or of any employee of any subcontractor of Applicant(s). Applicant(s) agrees to investigate, respond to, and provide defense for and defend against any such liability, claims, or demands at the sole expense of Applicant(s) and agrees to bear all other costs and expenses related thereto, including court costs and attorneys' fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.
2. **City Parks and Facilities:** Applicant must be invited by the City of Loveland Parks Manager, or a designee, in order to provide mobile vending services at or near City Parks or City owned facilities consistent with Loveland Municipal Code Section 12.30.110(G).
3. **Compliance:** Applicant agrees to comply with all provisions of the Loveland Municipal Code, specifically Chapter 12.30 of the Loveland Municipal Code, and any applicable City regulations.

I acknowledge the information contained in this application is true, correct, and complete to the best of my knowledge. Further, I agree to and acknowledge each and every term of this application, which shall be construed as an agreement consistent with Loveland Municipal Code.

**Signed:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

In witness whereof, the parties have executed this Agreement as of the date of execution by the City below.

### City of Loveland By:

\_\_\_\_\_  
Dan Willadsen, Parks Manager

### Approved As To Form:

\_\_\_\_\_  
Assistant City Attorney

### Attest:

\_\_\_\_\_  
Assistant City Clerk

\_\_\_\_\_  
Date

## Exhibit B - Certificate of Exemption and Waiver

### Directions:

- ✓ If the Contractor is **not** required under Colorado law to carry workers' compensation insurance and **does not** carry it, this exhibit **must** be completed and attached to the Contract.
- ✓ If the Contractor **is** required under Colorado law to carry workers' compensation insurance and **does** carry it, this exhibit **is not required** and may be discarded.

The Contractor certifies to the City that it is not required to carry workers' compensation insurance under the Colorado Workers' Compensation Act. The Contractor acknowledges that it will be engaging in activities that may expose it to risk of bodily injury. The Contractor affirms that it is physically capable of performing the activities and that all necessary precautions to prevent injury to the Contractor and others will be taken. The Contractor shall not hold the City liable for any injuries that may arise during or resulting from the work performed under the Contract, and the Contractor shall defend, indemnify, and hold harmless the City from all such claims.

### Contractor

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_