

# FOOD VENDOR LICENSE AGREEMENT

This Agreement in duplicate made and entered into this XX<sup>th</sup> day of June, 20XX:

**BETWEEN:**

THE MUNICIPAL CORPORATION OF THE CITY OF  
YELLOWKNIFE (the "City")

**OF THE FIRST PART**

**AND:**

XXXXXXXXXXXXXX operating as XXXXXXXXXXXXXX (the "Food  
Vendor")

**OF THE SECOND PART**

**WHEREAS** the Food Vendor is desirous of using public property commonly known as a parking stall, as defined in *Highway Traffic By-law No. 4063* and any successor By-law, in the downtown core (the "Land") for the purpose of vending food;

**AND WHEREAS** the City is desirous of granting the Food Vendor permission to use the Land for the purpose of vending food;

**AND WHEREAS** the City issues Business Licence #01 234567 to the food vendor on Month XX, 20XX;

**NOW THEREFORE**, in consideration of the covenants and agreements herein contained and other good and reasonable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

## **ARTICLES**

### **Section 1**

### **TECHNICAL**

#### 1.1 SCOPE OF USE

Except as expressly stated herein, the Food Vendor shall use the Land in accordance with the terms and conditions set out herein. Without limiting the generality of the foregoing, the Food Vendor shall, at his or her own risk and expense:

- a) Use the land in accordance with this Agreement; and

- b) Obtain all licences and permits required for the purpose of vending food including, but not limited to, a parking permit issued by the City's Municipal Enforcement Division prior to commencing operation.

## 1.2 TERM OF AGREEMENT

The term of this Agreement shall commence as of the date first written above and continue until **Month XX<sup>th</sup>** of the year first written above.

## **Section 2** **GENERAL AGREEMENT PROVISIONS**

### 2.1 COMPLIANCE WITH LAWS AND REGULATIONS

- 2.1.1 The Food Vendor shall observe and comply with all applicable federal and territorial statutes and regulations and all municipal by-laws.
- 2.1.2 The City shall not be responsible for the Food Vendor's failure to use the Land in accordance with this Agreement, nor for its failure to comply with any applicable laws and/or regulations.

### 2.2 INTERPRETATION

Except as otherwise stated herein, this Agreement shall be interpreted using the definitions contained in *Business Licence By-law No. 3451* ("Business Licence By-law") or any successor by-law that regulates the activities of food vendors.

### 2.3 THE FOOD VENDOR'S OBLIGATIONS

During the term of the Agreement the Food Vendor shall:

- a) obtain a parking permit from the Municipal Enforcement Division, display the permit as set out in the conditions on the permit and conduct the business of food vending in a manner that is consistent with the terms of the permit;
- b) only serve patrons from the sidewalk side of the food stand onto the sidewalk;
- c) otherwise be eligible for a food vendor business license as set out in s. 322 of the Business Licence By-law; and
- d) not conduct the business of vending in such a manner as to create a public nuisance, cause a breach of the peace, constitute a danger to the public health or safety, or interfere with the rights of abutting property owners.

#### 2.4 INDEMNIFICATION

The Food Vendor agrees to indemnify and hold harmless the City, its Council, officers, employees and agents, against and from any and all loss, claims, actions or suits, costs (including, but not limited to, legal fees on a solicitor and client basis), for or on account of injury, bodily or otherwise, to or death of persons, damage to or destruction of property belonging to City, or others, resulting from, arising out of, or in any way connected with its operations hereunder, excepting only such injury or harm as may be caused solely by the fault or negligence of the City, its Council, officers, employees or agents.

#### 2.5 APPLICABLE LAW

This Agreement shall be governed by the laws of the Northwest Territories.

#### 2.6 INSURANCE

The Food Vendor shall, during the term of this Agreement, carry appropriate liability and other insurance protection as is necessary for food vending as set out in this Agreement. Such insurance shall be maintained to underwrite and assume any liability arising from Section 2.4 indemnification. The limits of liability for each requirement shall not be less than \$2,000,000.00 per occurrence per vending stand. The City of Yellowknife is to be listed as a Named Insured on the Certificate of Insurance and a copy of the Certificate of Insurance shall be provided as proof of insurance.

#### 2.7 ASSIGNMENT

The Food Vendor shall not assign this Agreement.

#### 2.8 NONWAIVER

The failure of the City to insist upon or enforce strict performance by the Food Vendor of any of the terms of this Agreement or to exercise any rights herein shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

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2.9 TERMINATION WITHOUT NOTICE

2.9.1 The City may, in its sole discretion, terminate this Agreement without notice or delay on the happening of any of the following events:

- a) the Food Vendor breaching any of the terms or conditions of this Agreement;
- b) the Food Vendor becoming insolvent or being unable to pay its debts as they generally become due;
- c) the Food Vendor making an assignment for the benefit of its creditors or being petitioned into Bankruptcy; or
- d) a Receiver or Trustee in Bankruptcy of the Food Vendor being appointed.

2.9.2 The City shall not, by reason of the termination of this Agreement without notice be liable to the Food Vendor for compensation, reimbursement or damages.

2.10 TERMINATION WITH NOTICE

The City may, in its sole discretion, terminate this Agreement with thirty (30) days written notice; and will not by reason of the termination be liable for compensation, reimbursement or damages.

2.11 COMPLETE AGREEMENT

This Agreement constitutes the complete agreement between the parties. It is subject to change only by an instrument executed in writing by both parties.

2.12 SUCCESSORS AND ASSIGNS

The Agreement shall enure to the benefit of and be binding upon the respective executors, administrators, successors and assigns of the City and the Food Vendor.

2.13 HEADINGS

The division of the Agreement into articles and sections is for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

2.14 NUMBER AND GENDER

The words “Food Vendor” and “he” or any derivative thereof shall have a plural feminine or neutral meaning where the context so requires.

2.15 TIME OF THE ESSENCE

Time shall be of the essence.

2.16 SEVERABILITY

In the event that any of the covenants herein contained shall be held unenforceable or declared invalid for any reason whatsoever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of this Agreement and such unenforceable or invalid portion shall be severable from the remainder of this Agreement.

2.17 NOTICES

Where notice is required, or is permitted to be served on one party by the other, the notice shall be given in writing and may be delivered personally, delivered or sent by mail or facsimile transmission at the following addresses:

Notices to: City of Yellowknife  
P.O. Box 580  
Yellowknife, NT X1A 2N4  
Fax (867) 920-5649

Attention: Katherine McDonald – Manager Finance

Notices to: XXXXXXXXXXXXXXXXXXXX  
123 ABC Street  
Yellowknife, NT X1A XXX  
Attention: XXXXXXXXXXXXXXXXXXXX

Notwithstanding the above, each party shall use the most expeditious method of giving the written notice or communication.

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A written notice or communication sent by mail shall be deemed to have been received ten days after the date of posting. Whenever a notice or communication is sent by facsimile transmission, acknowledgment from the receiving party must be given to the other party that the notice or communication has in fact been received for it to be effective.

**Section 3**

**EXECUTION**

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date and year first above written.

MUNICIPAL CORPORATION OF  
THE CITY OF YELLOWKNIFE

Per: \_\_\_\_\_  
Mayor

*(Seal)*

Per: \_\_\_\_\_  
City Administrator

FOOD VENDOR

Per: \_\_\_\_\_

Per: \_\_\_\_\_  
Witness – Please Sign and Print Name