

**CITY OF LEBANON - LICENSING BOARD APPLICATION**

Name: \_\_\_\_\_ Day Phone: \_\_\_\_\_

Organization: \_\_\_\_\_ Fax: \_\_\_\_\_

Non-Profit Organization?  Yes  No E-mail: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Date(s) and time(s) of Activity: \_\_\_\_\_

Purpose of License (check each that applies below & provide detail here): \_\_\_\_\_

**Note: Public Address System permits must be obtained from the Police Department. 603-448-8800.**

Banner to be posted at Colburn Park from \_\_\_\_\_ to \_\_\_\_\_ (10 days only)

Advertising: \_\_\_\_\_

Vendor Permit (circle location, include: map of area to be used, appropriate documents - see back):

Colburn Park (Vendor Parking Space #\_\_\_\_) North/East/West/South Park Street Sidewalks

Hanover Street Mall Campbell Street Abutting Business Vending Permit

Time Frame Seeking (circle one): Daily \$5. Weekly \$25. Seasonal \$100. Annual Hourly \$40.

Use of City Property (circle appropriate location and include Map of area to be used):

Colburn Park Hanover Street Mall Other: \_\_\_\_\_

Raffle: sales of tickets to be held from (dates) \_\_\_\_\_ to \_\_\_\_\_ with the drawing to be

held on \_\_\_\_\_ at \_\_\_\_\_ (location) to support \_\_\_\_\_

Parade/Race to be held on \_\_\_\_\_ (date), starting at \_\_\_\_\_ (time) & beginning at

(location) \_\_\_\_\_ ending at (location) \_\_\_\_\_

at approximately \_\_\_\_\_ (time). Provide a detailed sketch of the intended route.

**Parade/Race Route APPROVED by the Police Department:** \_\_\_\_\_

**FINAL APPROVAL:** \_\_\_\_\_ **Date** \_\_\_\_\_ **License No.:** \_\_\_\_\_

**Licensing Board Representative**

**City Manager's Office, 51 North Park Street, Lebanon, NH 03766 Tel: 603-448-4220 Fax: 603-484-9175**

## **VENDOR PERMITS**

### **§ 179-2. Definitions.**

**ABUTTING BUSINESS** — Any legitimate business located within, whether by lease, rental or ownership, a property in the central business district abutting North or West Park Streets or the Mall area.

**PUBLIC STREET OR SIDEWALK** — Include all areas legally open to public use as public streets, sidewalks, roadways, highways, parkways, alleys and any other public way.

**STAND** — Any newsstand, table, bench, booth, rack, handcart, pushcart or any other fixture or device which is not required to be licensed and registered by the Department of Motor Vehicles, used for the display, storage or transportation of articles offered for sale by a vendor.

**VENDOR** — Any person, including an employee or agent of another, who sells or offers to sell food, beverages, goods or merchandise on any public street or sidewalk from a stand, motor vehicle or from his or her person.

### **§ 179-5. Application.**

The application for a vendor's permit shall contain all information relevant and necessary to determine whether a particular permit may be issued, including but not limited to:

- A. Proof of identity and business address of the applicant.
- B. A brief description of the nature, character and quality of the food, beverages, goods or merchandise to be sold.
- C. If employed by another, the name and business address of the person, firm, association, organization, company or corporation.
- D. If a motor vehicle is to be used in the vending business, a description of the vehicle, together with the motor vehicle registration number.
- E. A description of the proposed location of the vending business and the length of time during which it is proposed that the business shall be conducted.
- F. No permit shall be issued to an applicant unless the applicant assumes liability for damages, property loss, injury or death or other related liability resulting from the activities of the vending operation. **[Amended 9-20-2000 by Ord. No. 70]**

### **§ 179-7. Restrictions applicable to all vendors.**

- A. Stands/carts/vehicles stands shall not:
  - (1) Exceed nine feet in width and 18 feet in length. Height should not exceed 10 feet.
  - (2) Impede access to the entrance of any adjacent building or driveway.
  - (3) Occupy more than half of the available sidewalk width.
  - (4) Locate within 25 feet of a fire hydrant, fire escape, bus stop, loading zone or driveway of a fire station, police station or hospital.
- B. Hours of operation. Vendors shall be allowed to engage in the business of vending only between 7:00 a.m. and 9:00 p.m. All vending stands must be removed from public property during nonvending hours, except for good reason and by special waiver of the Licensing Board.
- C. Handicapped areas. No vendor shall block access to any handicapped parking space or access ramp.
- D. Removal of trash. All trash or debris originating from the operation of the vending stand shall be collected by the vendor and removed from public property daily.
- E. The area occupied by a vendor shall be limited to that area so designated by the City Manager.
- F. No vendor shall utilize an open fire in connection with the sale or display of the vendor's wares without a permit from the Lebanon Fire Department.
- G. No vendor shall shout, make an outcry, blow a horn, ring a bell, or use any other sound device for the purpose of attracting attention to any goods which the vendor proposes to sell. Vending operations must be reasonably quiet, i.e. no vending stand or vehicle shall emit excessive mechanical or compressor noise to the detriment of the environment around Colburn Park or Mall.
- H. It is the intent of this chapter that goods or merchandise to be offered for sale shall consist solely of items which can easily be carried away from the sales location by pedestrians, and which entail no special needs or problems pertaining to loading, handling, installation or delivery, such as might interfere with vehicular traffic or with other users of the park and mall. Heavy or bulky items such as tires, large appliances, large items of furniture, motorized equipment or the like are generally not permitted. All goods or merchandise displayed shall be for immediate sale and delivery. Displays or advertising whose primary purpose is to promote future or off-site transactions are not permitted. The Licensing Board may deny a permit to any vendor whose stand/vehicle/cart does not meet the intent of this Subsection. **[Added 10-19-2005 by Ord. No. 2005-9]**



## CITY OF LEBANON, NEW HAMPSHIRE Attachment to License Application

I, \_\_\_\_\_, hereinafter referred to as the LICENSEE, have received a license for use of public facilities, hereinafter referred to as the LICENSED PREMISES, owned and operated by the City of Lebanon, hereinafter referred to as the CITY. The LICENSEE understands that this attachment constitutes a part of that license.

1. Release from personal liability: The LICENSEE hereby releases and forever discharges the City, its heirs, agents, and assigns from any and all liability for and any and all damage to property the LICENSEE brings to the LICENSED PREMISES or any and all bodily injury the LICENSEE, its employees, invitees, agents, or assigns may suffer while at the LICENSED PREMISES. The LICENSEE has attached hereto a certificate evidencing worker's compensation insurance coverage for any and all of its employees.
  - 1.1. Waiver of requirement for Workers Compensation Insurance: The requirement for workers compensation insurance coverage MAY be waived by the City if the LICENSEE certifies that it will not have any employees working at the LICENSED PREMISES. It is understood and agreed by the LICENSEE that waiver of the requirement for workers compensation insurance coverage does NOT relieve the LICENSEE from liability for claims of property damage or personal injury to volunteers or non-employees that may assist at the LICENSED PREMISES.

The LICENSEE hereby certifies that workers compensation insurance is not applicable and the CITY waives the requirement for workers compensation coverage:

\_\_\_\_\_  
LICENSEE

\_\_\_\_\_  
CITY

2. Release from indemnification from third party liability: The LICENSEE hereby releases the CITY from liability for any property damage or personal injury that any participants may suffer while at or on the LICENSED PREMISES. The LICENSEE further indemnifies and holds the CITY harmless from and against all claims for such property damage or personal injury from third persons on the LICENSED PREMISES at the permission of the LICENSEE, including reasonable attorney's fees, whether or not such claims result in litigation.
  - 2.1. Certificate of Insurance: The LICENSEE understands that it is required to have valid liability insurance in force to guarantee its promise to pay damages to participants outlined in Section 2 above. Attached to this release is a valid certificate of insurance evidencing the LICENSEE'S ability to indemnify any individual who claims or might claim that actions of the LICENSEE caused him or her damage to property or bodily injury.

This certificate of insurance is in an amount not less than \$500,000 per person and \$1,000,000 per occurrence and lists the City as additional insured.

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- 2.2. Waiver of requirement for Certificate of Insurance: The requirement for Certificate of Insurance may be waived by the CITY if the LICENSEE expects to attract only twenty-five (25) participants or less. It is understood and agreed to by the LICENSEE that waiver of the requirement for a Certificate of Insurance does NOT waive the requirement for acceptance of liability outlined in Sections 1 and 2 above.

The CITY hereby waives requirement for Certificate of Insurance.

\_\_\_\_\_  
City of Lebanon

3. Liability for damage to City facilities: The LICENSEE further promises that it will return the LICENSED PREMISES to the CITY in a condition equal to or better than its condition prior to its use. This includes removal of any and all equipment which the LICENSEE brings to the LICENSED PREMISES as well as litter, and also to repair all facilities damaged used during the term of the license.

- 3.1. Bond for damage: The LICENSEE posts a bond (or letter of credit or cash deposit received by the CITY this date) in the amount of \$\_\_\_\_\_ payable to the CITY to be used by the CITY to guarantee the promise in Section 3 above. The bond (letter of credit or cash deposit) shall be in an amount determined by the City Manager taking into account the intensity of use that the LICENSEE anticipates for the LICENSED PREMISES. The LICENSEE understands that the CITY may take this bond (letter of credit or cash deposit) and repair any and all damage, replace any and all equipment removed, remove any and all litter, or in any other manner expend it in order to return the LICENSED PREMISES to a condition equal to what it was before the premises were licensed.

- 3.2. Waiver of requirement of bond for damage: The CITY may waive the requirement for a bond (letter of credit or cash deposit). Waiver of the requirement for a bond (letter of credit or cash deposit) does not waive the liability of the LICENSEE for damage to CITY property outlined in Section 3. above.

The CITY hereby waives the requirement for a bond for damage.

\_\_\_\_\_  
City of Lebanon

Signed:

\_\_\_\_\_  
LICENSEE

\_\_\_\_\_  
Date

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Date