

## CATERING TRUCK(S) VENDING PERMIT

The Oxnard Harbor District (District), 333 Ponomo Street, Port Hueneme, California, 93041, P.O. Box 608, Port Hueneme, California, 93044, hereby grants to \_\_\_\_\_, (Vendor) whose address is \_\_\_\_\_ business cellular telephone number \_\_\_\_\_, the exclusive right to conduct food vending activities on the property owned by the District at the Port of Hueneme subject to the terms and conditions hereinafter set forth.

1. The term of the permit shall be for Month to Month commencing \_\_\_\_\_. The preceding sentence notwithstanding, the CEO & Port Director of the District or the Board of Harbor Commissioners shall have the right to suspend this permit upon twenty-four (24) hours written notice or terminate this permit on a thirty (30) day written notice without incurring any liability to Vendor for any damage or loss occasioned by such suspension or termination. Such suspension or termination may be without cause.

This permit may be revoked immediately at the sole discretion of the CEO & Port Director of the District where the activities of Vendor under this permit or arising therefrom, are determined by the CEO & Port Director of the District, in his sole discretion, to be disruptive to the free flow of cargo over the wharves of the District

2. Vendor agrees to provide services in accordance with **Exhibit 1** attached hereto and incorporated herein by reference. The CEO & Port Director of the District may modify the designated areas on the property of the District, the hours, and vending activities. All modifications shall be in writing and shall be effective twenty-four hours from notification.

3. This permit is subject to the provisions of the Oxnard Harbor District, Port Terminal **Tariff No.7**, as amended from time to time, and any successor Tariffs which are incorporated herein by reference.

4. Vendor shall pay to District for this permit \$ \_\_\_\_\_, per year payable in **monthly installments of \$ \_\_\_\_\_ due on or before the fifteenth (15<sup>th</sup>) of each month with the first installment due \_\_\_\_\_.** Any installment received after the 15<sup>th</sup> of the month will be assessed a 1.5 % finance charge per month.

5. Vendor shall save and hold harmless, indemnify and defend the District, and its Officers, agents and employees from liability arising, or alleged to arise, on account of death or injury to any person or loss of or damage to property resulting from, or alleged to result from, Vendor's activities under this permit.

6. Vendor shall carry and maintain in force during the term of this permit an insurance policy for public liability and property damage in at least the following amounts:

\$1,000,000 per person  
\$1,000,000 public liability  
\$1,000,000 property damage

Vendor shall carry and maintain in force during the term of this permit an insurance policy for automobile liability in the amount of \$1,000,000.

Vendor shall furnish the District with certificates of insurance, duplicate policies or other evidence satisfactory to District that Vendor has obtained the insurance required. The policies shall be endorsed and certify that "The Oxnard Harbor District, its Board of Harbor Commissioners, its officers, agents and employees are named as additional insured as respect to operations performed by the named insured." The insurance policies shall also provide at least twenty days written notice by the issuing insurance company to the District prior to the cancellation thereof. If any insurance is to be cancelled, Vendor shall promptly notify the District of such proposed cancellation.

7. Vendor shall furnish the District with satisfactory evidence that Vendor has secured the payment of compensation to Vendor's employees in accordance with provisions of Section 3700 of the California Labor Code pertaining to Worker's Compensation.

8. Vendor shall, at Vendor's sole cost and expense, comply with all federal, state and municipal laws and regulations, including, but not limited to, those of the United States Coast Guard and Landlord applicable to the Port of Hueneme insofar as they pertain to Vendor and Vendor's use of the District's premises and Vendor shall comply with the Transportation Workers Identification Card (TWIC) System for Vendor's employees, drivers or persons furnishing goods or services on the District's premises, and shall do so at Tenant's cost and expense.

9. This permit shall take effect when Vendor has executed and delivered a fully executed copy of the permit to District together with the evidence of insurance required by paragraphs 6 and 7, and has paid the annual permit fee payable under paragraph 4.

10. Neither this permit nor any rights thereunder are assignable by Vendor (whether voluntarily or involuntarily) without the expressed written consent of the District thereto. Any such purported assignment given without the consent of the District shall be null and void and of no force or effect.

11. Any notices to be given under this permit shall be personally served or given by registered or certified mail, postage prepaid, addressed to the appropriate party at the addresses shown on the introductory paragraph to this permit. Notices by mail shall be deemed served twenty-four hours after deposit in the United States Mail.

12. Vendor shall pay to District all attorneys fees incurred by District as a result of any breach of this permit by Vendor.

SIGNATURE PAGE

**OXNARD HARBOR DISTRICT**

**BY:** \_\_\_\_\_  
**CEO & Port Director** **Date**

**VENDOR**

\_\_\_\_\_  
**Business License Number**

**BY:** \_\_\_\_\_  
**Title** **Date**

**BY:** \_\_\_\_\_  
**Title** **Date**