



City of Corpus Christi
Parks & Recreation Department

**BEACH & PARK
VENDOR PERMIT
APPLICATION**

TO BE COMPLETED BY CITY OFFICIAL

Authorized Location _____ Season _____
Date Permit Issued _____ Permit Number _____
For Period _____ To _____ Receipt Number _____
Amount Paid \$ _____
Health Permit Number _____

TO BE COMPLETED BY APPLICANT

1. Name of Applicant _____

D.B.A. _____

Are you doing business as a:

_____ Sole Proprietor? If so, attach certified copy of Assumed Name and Certificate from County Clerk's Office.

_____ Partnership? If formal partnership, attach certified copy of partnership agreement from Secretary of State. If informal partnership, attach certified copy of Assumed Name Certificate.

_____ Corporation?

_____ Foreign/authorized to conduct business in Texas? If so, you must attach certified copy of authority.

2. Permit Type

- _____ Food
_____ Rentals (ex. Chairs, umbrellas, surf boards)
_____ Merchandise (ex. Clothing, jewelry, arts/crafts)

3. Business Type (select all that apply):

___ Water Sport Rental () Surf Boards () Jet Skis () Boogie Boards () Kayaks () Other _____

___ Experience Lesson () Surfing () Kite surfing () Skim Boarding () Sandcastle Building () Other _____

___ Equipment Rental () Golf Cart () Canopies () Chairs () Umbrellas () Other _____

___ Food Truck () Lunch/Dinner Options () Snack Options () Non-Alcoholic Beverages

4. Please list all social channels that you are actively using to promote your business (select all that apply):

() Facebook _____ () Instagram _____

() TikTok _____ () Twitter _____

() Website _____ () Other: _____

Local Phone Number: _____ Business Phone Number: _____

Email: _____

5. List your employees below who will be involved in the vending operation. Attach list if necessary.

1) Name _____ Phone _____

Address _____ I.D. Card No. Issued _____

2) Name _____ Phone _____

Address _____ I.D. Card No. Issued _____

VENDING SITE

6. List desired vending location by order of preference.

Please see below for placement determination policy and evaluation criteria.

1 st Preference	
2 nd Preference	
3 rd Preference	

Vending Zones & Locations

Zone	Appropriate Goods & Services	Locations
Bay Beaches	<p>Equipment rentals, e.g., canopies, chairs, umbrellas, coolers</p> <p>Water sport rentals, e.g., surf boards, boogie boards, kayaks, jet skis</p> <p>Food trucks: non-alcoholic beverages only</p>	<p><u>Water's Edge</u></p> <ul style="list-style-type: none"> • McGee Beach • 9 Food truck pedestals <p><u>North Beach</u> <i>*Requires Vendor Location Authorization Form—vendor must obtain written permission from all property owners within 300 ft.</i></p>
Gulf Beaches	<p>Equipment rentals, e.g., canopies, chairs, umbrellas, coolers, golf carts</p> <p>Water sport rentals, e.g., surf boards, boogie boards, kayaks</p> <p>Food trucks: non-alcoholic beverages only</p> <p>Experience lessons, e.g., surfing, kitesurfing, skimboarding</p>	<p><i>All locations are waterside</i></p> <p><u>North Packery Beach / JP Luby</u></p> <ul style="list-style-type: none"> • Marker 203 • Marker 206 • Marker 207 <p><u>South Packery Beach</u></p> <ul style="list-style-type: none"> • Marker 212 • Marker 212.5 <p><u>Michael J. Ellis Beach & Seawall</u></p> <ul style="list-style-type: none"> • Marker 214.5 • Market 215 • Marker 216 <p><u>Whitecap Beach</u></p> <ul style="list-style-type: none"> • Marker 223.5
Cole Park	Food trucks: non-alcoholic beverages only	<ul style="list-style-type: none"> • Kid's Place (max. length 21 ft.) • Skate Park

Site Assignments

Sites shall be assigned to qualified applicants by location preference in descending order from highest to lowest score, subject to availability. For example, the highest scoring applicant will be awarded their first location preference. The next highest scoring applicant will be awarded their first preference—if unavailable, their second preference will be assigned, and so on and so forth. Final placement is solely at the discretion of the Director of Parks & Recreation and may be modified or changed at any time as deemed necessary.

Evaluation Criteria

Minimum Qualifications (Pass/Fail)

- No outstanding lawsuits during last 5 years or current litigation with the City during last 5 years
- No outstanding regulatory issues last 5 years

Technical Proposal: 100 Points

Vendors' Experience (60 points):

- Time in business providing same service
- Experience on projects of similar scope and complexity
- Demonstrated capability/capacity on comparable projects
- Past performance

Services & Equipment (40 points):

- Variety of goods and services offered
- Quality of equipment used
- Quality assurance & environmental practices

MINIMUM REQUIREMENTS

7. Does your firm have any material lawsuits as outlined below?

YES NO

The applicant must disclose any lawsuits or any lawsuits to which the qualified respondent is or was a party during the last five years that may materially affect its ability to provide the services described herein. Provide information on any lawsuits that would materially affect your ability to provide the services:

8. Does your firm have any material regulatory issues as outlined below?

YES NO

The applicant must disclose any regulatory action involving the professional services provided during the last five years that may materially affect its ability to provide the services described. Provide information on any such regulatory issues that would materially affect your ability to provide the services:

15. Describe the quality of goods being offered or equipment that will be used to provide services. Example characteristics include manufacture date, condition, durability, features, customer reviews.

16. What measures will be taken to ensure the business maintains a high standard of quality for goods and services? *Attach written quality assurance plan (if any).*

19. Will a vehicle be used in the operation of the business (vending or supply)?

If yes, please state the following information and proof of current registration:

Make _____ Year/Model _____ License Number _____

Make _____ Year/Model _____ License Number _____

Make _____ Year/Model _____ License Number _____

Type _____

Description of vending unit:

Attach photo

Approved by (City Representative) _____

Specifications (overall length of trailer, including hitch, attached generator, etc.): _____

20. If selected, the following items will need to be turned in within 1 week.

_____ Certified copy of Assumed Name Certificate (D.B.A.)

_____ Copy of State Sales Tax Certificate

_____ Copy of Business Liability & AUTO Insurance naming the City of Corpus Christi as an additional insured.

_____ Copy of Nueces County Health & Vending Permits, if applicable.

AGREEMENT

I, the undersigned applicant, do hereby certify that I am an authorized agent to act in behalf of said business; that all information contained herein is true and correct; and hereby agree to comply with all provisions of Chapter 10, Beachfront Management and Construction, and Chapter 38, Peddlers, Vendors, Itinerant Merchants, and Solicitors, of the City of Corpus Christi Code of Ordinances, and all applicable State and Federal regulations. I further understand that every individual who conducts business for the applicant is the applicant's representative, whether acting as employee, agent, independent contractor, franchise or otherwise, and that the applicant is responsible for compliance with all applicable provisions of the City's Code of Ordinances by our representatives.

SIGNATURE

Applicant Name (Printed)

Signature

Date

CITY OF CORPUS CHRISTI
PARK AND RECREATION VENDOR PERMIT
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for participating in the City of Corpus Christi Park and Recreation Vendor Permit Program (“Activity”) and other valuable consideration, I hereby RELEASE, WAIVE, COVENANT NOT TO SUE AND DISCHARGE the City of Corpus Christi, its officers, servants, agents, and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such Activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.

2. To the best of my knowledge, I can fully participate in this Activity. I am fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and to engage in such activity knowing that the activity may be hazardous to me and my property.

3. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an Activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

4. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney’s fees, that may occur due to my participation in said Activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

5. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.

6. I UNDERSTAND THAT THE CITY OF CORPUS CHRISTI WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY I MAY SUSTAIN AS A RESULT OF MY PARTICIPATION IN SAID ACTIVITY.

7. I ALSO UNDERSTAND THAT I AM RESPONSIBLE FOR ANY THIRD-PARTY INJURY OR PROPERTY DAMAGE I MAY CAUSE.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

PERMITTEE

Date

EXHIBIT

INSURANCE REQUIREMENTS

I. PERMITTEE'S LIABILITY INSURANCE

- A. Permittee must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Permittee must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.
- B. Permittee must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation is required on all applicable policies. **Endorsements** must be provided with COI. Project name and or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
Commercial General Liability Including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased 4. Trailer	Minimum Liability Limits: 30 / 60 / 25 <ul style="list-style-type: none">• \$30,000 for injuries to one person in an accident• \$60,000 for all injuries in an accident• \$25,000 for property damage in one accident If Applicable
WORKERS' COMPENSATION EMPLOYER'S LIABILITY	Statutory \$500,000 /\$500,000 /\$500,000 If Applicable
PROPERTY INSURANCE	Vendor, at their own expense, shall be responsible for insuring all owned, leased or rented personal property. If Applicable
LIQUOR LIABILITY	\$1,000,000 Per Occurrence If Applicable

- C. In the event of accidents of any kind related to this agreement, Permittee must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Permittee must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Permittee will be promptly met.
- B. Permittee shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Permittee's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Permittee shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Permittee shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. **Permittee agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide 30 calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.
- E. Within 5 calendar days of a cancellation, non-renewal, material change or termination of coverage, Permittee shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Permittee's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

- F. In addition to any other remedies the City may have upon Permittee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Permittee to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Permittee hereunder until Permittee demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Permittee may be held responsible for payments of damages to persons or property resulting from Permittee's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Permittee's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2022 Insurance Requirements Exhibit
Parks and Rec - Beach and Park Vendor Permits
02/21/2022 Risk Management – Legal Dept.



BEACH VENDOR POLICY

Section 1. This policy shall be applied to all beach vendors (“vendor/s” herein). Vendor includes any and all employees of the vendor, the owner, and any person acting as an agent for the vendor.

Section 2. Vendors are to comply with the Texas Open Beaches Act, Corpus Christi Code, and the permit requirements and limitations at all times.

Section 3. All vendors must prominently display a valid permit at all times. The permit must be visible on the side of the vending unit that faces the parking lot, driveway, or street. If the permit is not visible, the vendor, including the vending unit and all rental items, must immediately vacate the beach until the permit can be displayed in accordance with this section.

Section 4. Vendors must have vending windows face the water. At no time shall any vendor allow a line to form between the vending unit and the parking lot, driveway, or street. A “line” is defined as 2 or more parties waiting to rent/purchase items from the vendor or waiting to collect pre-reserved items.

Section 5. Vendors are not permitted to display more than 1 sun cover (i.e., a tent or a beach umbrella) and no more than 2 beach chairs at any time. No other items can be displayed at any time.

Section 6. Vendors shall not set out more than 3 pre-reserved items and/or beach sets that are unoccupied at any time. Unoccupied pre-reserved items and/or beach sets may not be set out until 9:00 a.m. The items and/or beach sets shall be removed promptly as soon as the reservation expires or the customer leaves the beach, whichever comes first. This does not include removal of rented items when the customer is swimming, playing in the sand, or walking/exercising.

Section 7. Vendors shall not place any rented items within 10 feet of any other party on the beach, unless with the express permission and direction by the customer. Vendors shall not place any rented items between an existing beachgoer and the water. Vendors shall not place rented items in any grouping, formation, or manner that exceeds 50 contiguous feet. No part of this policy should be construed to allow a vendor to “stake out” any particular area for setting up beach sets and/or other rented items, including pre-reserved items. Vendors shall not block any space between rental units to the extent that a non-renting public would not have access to the beach.

Section 8. Vendors may display a sign, menu, or other document that lists any other vending items or recreation items that are offered. Such sign must be affixed to the vending unit.

Section 9. Vendors are allowed no more than 2 flags to advertise the vending unit. Those flags must not be placed greater than 5 feet from any side of the vending unit.

Section 10. Vendors are not allowed to set out cones to block off any access to the beach at any time. Cones are allowed only to indicate hazards that are attached to the vending unit (i.e., protruding trailer hitches).

Section 11. At no time are vendors to breach the peace. Vendors shall not interfere with any other vendor. Vendors shall not interfere with the quiet use and enjoyment of the beach by any person who has not rented any items from the vendor. Vendor shall not remove or move any items placed on the beach by any other person, party, or vendor.

Section 12. Any disagreements or concerns must be addressed with Parks & Recreation or the appropriate law enforcement agency only. At no time shall any vendor engage in any “self-help” should a dispute arise.

Section 13. Any vending trucks, trailers, etc., left at the site after sunset will be subject to towing at the vendor’s expense. The vendor will be responsible for all towing, impound, and storage fees.

Section 14. Any violation of any section of this policy shall be given one warning to cure the policy violation. The warning may be verbal or it may be in writing. The violation must be cured immediately, no more than 1 hour upon the warning to cure. Upon the second violation of any section of this policy, the vendor permit will be revoked. Nothing in this section should be construed to mean that any vendor will be allowed more than one warning total. In the event permit is revoked, said vendor will not be eligible to apply for a similar permit for the following 12 months.

Section 15. At no time shall any vendor seek to circumvent this policy by using other definitions of the items covered by policy or by using any non-ordinary definition of any word in this policy. Vendors shall adhere to the spirit of the Open Beaches Act and to this policy in addition to the letter of law and of this policy.

Section 16. This policy shall be amended from time to time. It is the vendor’s responsibility to ensure they receive the most recent policy and adhere to each and every section/provision at all times.