

### Definitions

Mobile Food Unit - is a food and beverage service establishment that is a vehicle mounted unit, either motorized or by trailer, and readily movable without disassembling, for transport to another location and is considered a transient merchant under City ordinance when located in a park.

Food Cart - a food cart is a food and beverage service establishment that is a non-motorized vehicle, self-propelled by the operator.

Peddlers - for the purpose of this policy, a peddler will be defined as a person that travels from location to location only stopping to make sales of pre - packaged food and beverage merchandise. Peddlers seek out customers and are only stopped while engaged in a business transaction. They are not stopped or parked waiting for customers to come to them.

### General Requirements

- All vendors, including Mobile Food Units, Food Carts and Peddlers must obtain proper licensing and comply with all City of Burnsville and State of Minnesota Requirements.
- All vendors must register with the Burnsville Police Department.
- All vendors must obtain a park vending permit from the Recreation Department.
- No vendor may be in a park during a special event, tournament or legacy unless they are affiliated with that event.
- Specific "No Vending" dates and locations will be posted at [www.burnsville.org/recreation](http://www.burnsville.org/recreation).
- Vendor is responsible for removal of their trash, spills and residue
- Mobile Food Units must use designated locations in specified parks.
- Mobile Food Units may use an approved food cart in conjunction with their mobile food unit.
- Mobile Food Units will be allowed in parks on a first-come, first serve basis.
- One Mobile Food Unit will be allowed in the following parks: Alimagnet (northeast corner of the park), Civic Center, Cliff Fen, Crystal Lake Beach, Lac Lavon, Neill, North River Hills, Red Oak, Rose, Vista View and Wolk.
- Two Mobile Food Units will be allowed in Nicollet Commons Park.
- Peddlers must stay in areas dedicated for motor vehicles.
- Peddlers may not use park areas identified specifically for mobile food unit vending.
- Peddlers may not vend in the following parks when the concession stand is open: Alimagnet, Black Dog, Crystal Lake Beach, Lac Lavon Softball Complex and Sue Fischer.
- In the event of damage to City property, the vendor shall pay to have the property restored to its original condition.

### Restricted Locations

- Vendors are not allowed to sale the same items sold in the City operated concession stand at Crystal Lake Beach and Lac Lavon Softball complex.
- Vendors may not vend in any park during a tournament, without prior approval of the tournament director/host.

- Vendors may not vend at Alimagnet, Black Dog or Sue Fischer without prior approval of the appropriate youth athletic association.

<b>Conditions</b>
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- The City reserves the right to deny access to parks based on safety issues and/or adequate parking concerns.
- The sale of alcoholic beverages is prohibited.
- Vendors are allowed in City parks between the hours of 5:00 a.m. and 10:00 p.m.
- Firearms are prohibited in City parks.
- This Vending Permit is for:
  - Mobile Food Unit Vending                       Peddler Vending
  - Daily      This permit is valid for \_\_\_\_\_ Fee - \$55.00
  - Annual      This permit is valid through \_\_\_\_\_ December 31, 2014. \_\_\_\_\_ Fee - \$500.00

What type of product(s) will be sold/distributed/promoted? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Vending of products/services not listed above will be considered vending without a proper permit.

Business/Group Name: \_\_\_\_\_  
 Vendor Name: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Alternate contact: \_\_\_\_\_

I, the undersigned, hereby agree to take responsibility to ensure that all ordinances and policies of the City of Burnsville are adhered to at all times. In consideration of being granted this Vending Permit, the Vendor for itself and each of its members, hereby, voluntarily assumes all risks of accident or damage of any kind sustained by it and each of its members while using City facilities.

Authorized Vendor Name (please print)	Signature
	Date

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_