



The Winnipeg Parking Authority Mobile Vendor Permit Application

APRIL 1 – OCTOBER 31

NOVEMBER 1 – MARCH 31

Please select a permit type:

High Demand Meter Permit

Low Demand Meter Permit

Non-Metered Permit

Check your Service Sector:

Food

Merchandise

Service

Other (Please specify) _____

Business Owner Information

Name _____

Address _____

City _____ Postal Code _____

Phone _____ Fax _____

Email _____

Driver's License Number _____

Mobile Vendor Unit Information

Licence Plate # _____

Company Name _____

Vendor Name (if different than above) _____

Vehicle Make _____

Total Length of Vehicle(s) _____

Co-Owner Information

Name _____ Address _____ City _____ Postal Code _____

Phone _____ Email _____ Driver's License Number _____

Terms and Conditions

1. This Application will be rejected and the Vehicle may be subject to penalty as stipulated under the By-law if at the time this Application is submitted:
 - (a) the Vehicle is registered with Lay-up Coverage through Manitoba Public Insurance;
 - (b) there are any delinquent accounts or outstanding amounts and/or fines associated with the Applicant or the Vehicle;
 - (c) the Applicant fails to provide any documentation requested by the WPA in connection with this Application; or
 - (d) the permit applied for does not fall within the jurisdiction of the By-Law.
2. The WPA is not responsible for any loss or damage whatsoever resulting from lost or delayed correspondence sent via standard or registered lettermail delivery service.
3. By providing the WPA with personal information the Applicant consents to the WPA securely storing such information, and consents to the use of it by the WPA to contact the Applicant and/or verify the Applicant's identity.
4. Any and all outstanding fines and charges owed by the Applicant to the WPA must be paid in full prior to the issuance, or renewal, of a parking permit. Personal information is collected under Subsection 36(1) (b) of the Freedom of Information and Protection of Privacy Act (FIPPA) and is protected under the Act. It will be used for the permit application process in order to verify permit eligibility; for notification of permit cancellation; for notification of alteration of terms and conditions of Agreement (where applicable) and, as it is the policy of the WPA that any and all outstanding fines and charges must be paid in full prior to the issuance or renewal of a permit, to verify if there are any outstanding fines and or charges. Inquiries regarding the collection of personal information should be directed to the WPA FIPPA Coordinator through 311.
5. Acceptance of this Application by the WPA constitutes a binding agreement between the Applicant and the WPA under the following conditions:

Definitions

5.1 The following terms shall have the following respective meanings:

- (a) **Agreement** means this agreement;

- (b) **Applicant** means the applicant identified on this application;
- (c) **Application** means this application;
- (d) **By-law** means the Winnipeg Parking By-Law No. 86/2016, the Municipal By-Law Enforcement Act Enabling By-Law No. 59/2016, the Winter Parking Ban By-Law No. 76/2011, as applicable, and any replacement By-Laws, as the case may be;
- (e) **City** means the City of Winnipeg;
- (f) **Dash Card** means a permit displayed on the Vehicle's dashboard so as to be visible from the exterior of the Vehicle;
- (g) **Permit** means any parking permit issued pursuant to this Agreement;
- (h) **Transponder** means an access device used to gain entry to the parking facility;
- (i) **Vehicle** means the vehicle identified on the Application and any additional vehicle(s) linked with the Permit, where allowed by the permit type;
- (j) **Virtual Permit** means a Permit which is identified by the Vehicle's licence plate and which is not displayed within the Vehicle;
- (k) **WPA** means the City of Winnipeg Parking Authority.

Applicant Obligations

- 5.2 The Applicant is responsible for compliance with the terms of the Agreement, and for the compliance by the Vehicle.
- 5.3 The Applicant shall park courteously and shall comply with all regulations, instructions, benefits and penalties, as may be applied by the City in accordance with its By-Laws, including but not limited to tagging and towing of the Vehicle.
- 5.4 The Applicant shall park in the above specified parking facility and in the above specified reserved parking stall (if assigned) in accordance with the terms of the Agreement.
- 5.5 The Applicant shall notify the WPA of any change of licence plate number, contact address, or vehicle registration by completing the Licence Plate Registration Form located on the WPA's website and submitting same to the WPA. Failure to do so constitutes a violation of this Agreement and the Vehicle may be subject to penalty pursuant to the By-Law, including but not limited to revocation of the Permit and tagging and/or towing of the Vehicle.
- 5.6 The Permit is non-transferable between individuals or vehicles and is valid for use by the Applicant and the Vehicle only. Additional vehicles may not be linked to the Permit except where permitted by permit type.

Limitation of Liability

- 5.7 The City and the WPA shall not be liable for injury to or loss suffered by any persons using the parking facility or parking stall specified above, or for loss of or damage to vehicles and their contents. The City shall be free from any and all liability or claim arising due to any injury to employees of the City, third persons, or members of the public, or their property, caused by any act or omission of the Applicant and which is attributable to the Applicant's use of the specified parking facility and/or parking stall.

Termination

- 5.8 The Applicant may terminate this Agreement by providing one full calendar months' written notice to the WPA by filling out the Permit Cancellation Form located on the WPA's website and delivering it to the WPA or submitting it by email to wpa-permits@winnipeg.ca or by fax to 204-986-5155. The Applicant shall provide any such notice to the WPA on or before the 1st day of the month for cancellation to be effective the last day of that month. In the event that any such notice is provided to the WPA on the 2nd of the month or later, the notice period shall be deemed to begin on the 1st day of the following month and cancellation will be effective on the last day of the month following the notice period. In such an event, the Applicant shall be responsible for additional charges.
- 5.9 The WPA may terminate or alter the terms of this Agreement by providing one full calendar months' written notice of alteration or termination to the Applicant. Any such alteration or termination shall be at the sole discretion of the WPA.
- 5.10 The WPA may revoke, suspend, or cancel the Permit without notice at any time for any violation of the terms of this Agreement, for non-payment or returned payment, or for any illegal activities by the Applicant. In the event that the Permit is revoked, suspended, or cancelled by the WPA, the Applicant may be subject to penalty as stipulated under the By-Law, including but not limited to tagging and towing, and the Applicant may be unable to reapply for a new permit for the period set out in the By-Law.
- 5.11 In the event this Agreement is terminated by either party, any Transponder issued to the Applicant in connection with this Agreement must be returned to the Winnipeg Parking Authority Office (495 Portage Avenue, Winnipeg, MB R3B 2E4), within 5 days following the date cancellation becomes effective, after which time any deposits paid to the WPA shall be forfeit.

5.12 The Applicant shall be liable for all outstanding amounts owing under this Agreement, including late/NSF charges as set out in the City of Winnipeg Fees and Charges By-law No. 196/2008 and any fees incurred due to the Applicant's failure to provide one full calendar months' notice of termination to the WPA.

Permit-Specific Terms and Conditions

5.13 Any Virtual Permit issued pursuant to this Agreement:

- (a) will be activated for use 24 hours after the Application has been processed by the WPA. The Applicant must ensure at all times that the licence plate associated with the Virtual Permit is displayed on the Vehicle. Failure to do so will result in the Vehicle being subject to penalty under the By-Law, including but not limited to tagging and/or towing of the Vehicle.
- (b) during paid parking times, does not authorize the permit holder to park in any allocated space within the area bounded by Broadway, York, Main and Memorial unless the space has been allocated to that vendor unit by the WPA. The permit may be suspended or revoked if a vendor unit is parked in the above area without authorization.
- (c) is non-refundable and is to be used by the above unit which is a motor vehicle or trailer that is legally parked and being used to serve from within the vehicle, goods to pedestrians located on a boulevard or sidewalk and not to anyone located on the roadway. The unit nor its customers are to be obstructing or unduly inhibiting vehicular or pedestrian traffic; and the unit is not to be located within three metres of the nearest public entrance to a building, within 20 metres of the nearest vehicular or pedestrian entrance to a park, within five metres of the nearest intersection of a street on which the posted speed limit is 60 km/h or less, or on a street on which the posted speed limit is more than 60 km/h or within 20 metres of such a street.
- (d) is not to be located within 20 metres of the nearest entrance to a restaurant, grocery store or other retail food service establishment. Any advertising including signage must be located on the sidewalk and not to be placed on other properties, planters, trees etc. and the use of other properties infrastructure is prohibited. Clean up within a 6.0 metre radius after service is required prior to departure and the placement of furniture associated with the mobile vendor unit operation is also prohibited. It is prohibited from discharging waste material onto the streets, sidewalks or into gutters. The vendor will only utilize a generator that has an operating noise level within the limits allowed under City of Winnipeg By-laws.
- (e) must hold and keep a valid permit issued under section 3 of the Food and Food Handling Establishment's Manitoba Regulation 153/2003 if the business is serving food from the unit and the permit is to be made available for inspection upon request by an enforcement officer. Use of an allocated space is subject to additional parking restrictions which may be imposed on the space as a result of construction, a special event (under a Use of Street permit), or legislative changes.
- (f) that is a Metered Permit allows the unit to operate Monday – Saturday, holidays inclusive, adhering to all parking restrictions and City of Winnipeg by-laws at the corresponding on-street metered location, as approved by this permit and so long as there are no more than 2 Mobile Vendor Units stationed on the same block face. Parking can resume once the parking meters are no longer in effect and do not require payment, but still adhering to all posted parking restrictions.
- (g) does not have any restriction on the hours of operation where there is no meter payment required, including on time restricted streets, while actively conducting commercial transactions.
- (h) that is a High Demand Permit is transferable to a Low Demand metered or a non-metered area; a Low Demand Permit is transferable to a non-metered area; and a Non-Metered Permit is not transferable to any metered area.

5.14 Any Dash Card issued pursuant to this Agreement must be displayed on the dashboard of the Vehicle as proof of purchase. The Applicant shall pay a "Lost Permit Fee" as set by the WPA if the Dash Card is lost. If the Dash Card is stolen, the Applicant must provide proof of the theft by providing a Police Report Number to the WPA within a reasonable period of time.

By signing below, the Applicant agrees that they have fully read and understood all terms and conditions outlined above, and the Applicant accepts and agrees to be bound by the said terms and conditions in their entirety.

Applicant Signature _____ **Application Date** _____

Co-Owner Signature _____ **Date Signed** _____

<u>Office Use Only</u>	<u>Payment Method</u>		<u>Yearly Amount</u>
	<u>UID Number</u>	<u>Permit Number</u>	