

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
APPLICATION FOR FOOD AND/OR BEVERAGE VENDORS
AT COMMUTER RAIL STATIONS

1. Name of Applicant: _____
2. Company Name (if applicable):

3. Company address: _____

4. Mailing address: _____

5. Telephone number: _____
6. Commuter rail station you would like to apply for (circle one):
 - (a) Downtown Riverside Station
 - (b) Pedley Station
 - (c) La Sierra Station
 - (d) West Corona Station
 - (e) North Main Corona Station
7. Description of vehicles and/or equipment:

8. Proposed hours of operation: _____
9. Number of staff to be used and their names: _____

10. Proposed menu of items to be sold and prices: _____

11. Business Experience (at least 2 years):

12. Insurance Requirements: Applicants must submit either a Certificate of Insurance evidencing currently maintained insurance coverage reflecting the requirements below or submit an Evidence of Insurance Form, with this application. By signing below, you understand and agree that should your application be approved, you must meet the following insurance requirements prior to commencement of food and/or beverage vendor activities:

Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance. Applicant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *if Applicant has any employees, Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

Insurance Endorsements. The insurance policies shall contain the following provisions, or Applicant shall provide endorsements on forms approved by RCTC to add the following provisions to the insurance policies:

- (a) General Liability. The general liability policy shall be endorsed to state that: (1) RCTC, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects RCTC, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Applicant's scheduled underlying coverage. Any insurance or self-insurance maintained by RCTC, its directors,

officials, officers, employees and agents shall be excess of the Applicant's insurance and shall not be called upon to contribute with it in any way.

- (b) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) RCTC, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Applicant or for which the Applicant is responsible; and (2) the insurance coverage shall be primary insurance as respects RCTC, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Applicant's scheduled underlying coverage. Any insurance or self-insurance maintained by RCTC, its directors, officials, officers, employees and agents shall be excess of the Applicant's insurance and shall not be called upon to contribute with it in any way.
- (c) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against RCTC, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Applicant.
- (d) All Coverages. Each insurance policy required shall be endorsed to state that: (A) coverage shall not be suspended, voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to RCTC; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to RCTC, its directors, officials, officers, employees and agents.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to RCTC.

Verification of Coverage. Applicant shall furnish RCTC with original certificates of insurance and endorsements effecting coverage required on forms satisfactory to RCTC. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by RCTC before work commences. RCTC reserves the right to require complete, certified copies of all required insurance policies, at any time.

- 13. Indemnification: By signing below, you understand and agree that should your application be approved, you will be required to execute the attached hold harmless agreement with RCTC before receiving a permit.

Signature: _____

Date: _____