John J. Tecklenburg
Mayor

Robert Somerville
Interim Director

City of Charleston

South Carolina

Department of Traffic & Transportation

Traffic & Transportation Committee
80 Broad Street, First Floor Conference Room
Monday, May 23, 2016 3:00 p.m.

Chair, Councilmember Michael Seekings
Vice-Chair, Councilmember Marvin Wagner
Councilmember William Moody, Jr.
Councilmember Kathleen Wilson
Mayor John J. Tecklenburg

AGENDA

1.	Invocation	Councilmember Moody
2.	Approval of Minutes	April 19, 2016 April 26, 2016
3.	Application for Original Certificate of Public Convenience and Necessity: • Maebelle Smith, DBA Paradise Luxury Taxi (Taxi)	Robert Somerville
4.	Approval of Traffic Calming Speed Humps: • Rutledge Avenue, Charlestowne Neighborhood	Robert Somerville
5.	Approval of locations for 2016-2017 Street Vendor Spaces	Adelaide Andrews
6.	Approval of 2016-2017 Bid Specifications for Street Vendor Spaces	Adelaide Andrews
7.	Approval of 2016-2017 Franchise Agreement for Street Vendor Spaces	Adelaide Andrews
8.	Discussion	

City of Charleston - 2016 - 2017 Map of Street Vendor Locations

5.)

- Vendor Locations

- Street

City of Charleston
Department of Traffic and Transportation

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DATA REPRESENTED HEREIN REFLECT VARYING STAGES OF DEVELOPMENT, AND VARYING DATES OF ACQUISITION.

(6.)

BID SPECIFICATIONS

FOR

FRANCHISE OF STREET VENDOR SPACES

CITY OF CHARLESTON, SOUTH CAROLINA

AUGUST 21, 2016 – AUGUST 20, 2017

NOTICE OF BID OPENING

THE BID OPENING FOR FRANCHISES OF STREET VENDOR SPACES FOR THE SALE OF FOOD OR DRINK OR READING MATERIAL SOLD IN CONJUNCTION WITH THE SALE OF FOOD OR DRINK IS SCHEDULED FOR JUNE 23, 2016, AT 2:00 P.M., IN THE SECOND FLOOR CONFERENCE ROOM, 50 BROAD STREET, CHARLESTON, SOUTH CAROLINA.

NOTICE FOR SOLICITATION OF BIDS FOR STREET VENDOR SPACES IN THE CITY OF CHARLESTON

The City of Charleston hereby gives notice that it will be accepting sealed bids for the franchising of 16 designated vendor spaces within the City from which the sale of food or drink or reading material sold in conjunction with the sale of food or drink from stationary vehicles, carts or devices may be had.

Bidders will be required to comply with all provisions of Article V of Chapter 17 of the *Code of the City of Charleston.* No bidder will be deemed eligible to submit a bid in accordance with this Solicitation unless the bidder has paid the City in full for all Franchise Fee amounts owed to the City **WHEN DUE** pursuant to the bidder's Franchise Agreement with the City of Charleston and all outstanding City of Charleston Business License Fees, Hospitality Taxes and/or any payments required by any other contract with the City of Charleston prior to the submittal of a bid in accordance with this Solicitation

The successful bidder will be required to execute a Franchise Agreement with the City. Copies of the bid packages, including the proposed Franchise Agreement, may be picked up at the Office of the Deputy Corporation Counsel of the City of Charleston, 50 Broad Street – 2nd Floor, Charleston, South Carolina, from 9:00 a.m. to 5:00 p.m., beginning on **May 30, 2016** through **June 23, 2016**, at 11:45 a.m. The designated vendor spaces subject to being franchised are delineated on a Map of Street Vendor Spaces which may be viewed at the Office of the Deputy Corporation Counsel at 50 Broad Street, 2nd floor, in Charleston, SC. **As a condition to be eligible to submit a bid for Vendor Space Number 15, the bidder must comply with the pre-bid requirements set forth in Exhibit A.**

Signed and sealed bids must be submitted to the Office of the Deputy Corporation Counsel at the above address no later than **June 23, 2016**, at **12:00 noon.** Bids will be opened and read aloud on **June 23, 2016**, at **2:00 p.m.,** in the Office of the Deputy Corporation Counsel.

Minimum bids for each of the 16 designated vendor spaces to be franchised have been established and are set forth in the bid package.

All bids must be accompanied by a deposit in the form of certified funds representing ten (10%) percent of the bid price for each space being bid upon. The successful bidder's deposit will be applied toward the franchise fee of the successful bidder. All other deposits of bidders will be returned no later than June 30, 2016. In the event that the successful bidder fails or elects not to execute the Franchise Agreement with the City, his bid deposit will be forfeited to the City.

It is the intent of the City to award a franchise to the highest responsive responsible bidder for each space.

Any violation of the terms or conditions of the Franchise Agreement will be subject to enforcement by the Municipal Summons Ordinance with penalties and fines as set forth in § 1-16 of the *Code of the City of Charleston* or termination of the Franchise Agreement, at the sole discretion of the City.

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS NOT DEEMED BY IT TO BE IN THE CITY'S BEST INTEREST. THE CITY ALSO RESERVES THE RIGHT TO WAIVE INFORMALITIES.

INSTRUCTIONS TO BIDDERS:

Bidders are responsible for familiarizing themselves with all requirements of these Bid Specifications which include the **Notice to Bidders, Map of 2016-2017 Street Vendor Locations marked as Exhibit B, attached hereto and incorporated by reference herein, List of Minimum Bid Requirements for each space subject to this Solicitation, Bid Specifications and the Franchise Agreement which are attached hereto and incorporated by reference herein.**

Please note the Street Vendor Spaces have been renumbered and are different than the 2015-2016 Street Vendor Space numbers and locations.

THERE ARE THREE (3) DESIGNATED STREET VENDOR SPACES INCLUDED IN THIS SOLICITATION IDENTIFIED AS VENDOR SPACES #4 IN WATERFRONT PARK, VENDOR SPACE #14 IN MARION SQUARE AT THE CORNER OF CALHOUN AND MEETING STREETS AND VENDOR SPACE #15 IN MARION SQUARE NEAR THE CORNER OF CALHOUN AND KING STREETS MORE FULLY SHOWN ON EXHIBITS C, D AND E ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN. IF ANY OF THESE VENDOR SPACES IS NOT FRANCHISED BY CITY COUNCIL IN ACCORDANCE WITH THIS SOLICITATION, IT WILL NOT AVAILABLE FOR USE BY ANY VENDOR ON A FIRST-COME, FIRST-SERVE BASIS AT ANY TIME. IF SUCH DESIGNATED VENDOR SPACE(S) IS/ARE FRANCHISED IN ACCORDANCE WITH THIS

SOLICITATION, EACH VENDOR SPACE HAS ADDITIONAL REQUIREMENTS WHICH ARE CONTAINED IN THE FRANCHISE AGREEMENT.

The Bid Form must be completely filled in and the signature of the bidder must be in his or her own hand, in ink. A bid deposit of ten (10%) percent of the bid price in the form of certified funds must accompany each bid. The successful bidder's deposit will be applied toward his franchise fee. All other deposits of bidders will be returned no later than June 30, 2016. In the event that the successful bidder fails or elects not to execute the Franchise Agreement with the City, his bid deposit will be forfeited to the City.

Unless the bidder has paid the City in full for all Franchise Fee amounts owed to the City <u>WHEN DUE</u> pursuant to the bidder's Franchise Agreement with the City of Charleston and all outstanding City of Charleston Business License Fees, Hospitality Taxes and/or any payments required by any other contract with the City of Charleston prior to the submittal of a bid in accordance with this Solicitation, the bidder's bid will not be accepted.

The Office of the Deputy Corporation Counsel is located at 50 Broad Street, 2nd Floor, Charleston, South Carolina and will be receiving bids until 12:00 noon, on **June 23, 2016**. Thereafter, at 2:00 p.m., on **June 23, 2016**, bids timely received will be opened and read aloud in the Office of the Deputy Corporation Counsel.

Any bid, along with the appropriate deposit, must be enclosed in a sealed envelope. The envelope will be addressed **"Bid for Street Vendor Space"**, and will contain the name, address and telephone number of the bidder.

The City reserves the right to reject any or all bids not deemed by it to be in its best interest and to waive informalities.

ATTENTION BIDDERS

Minimum Bid Requirements:

Space Number 1.....$1,500.00 minimum bid.
Space Number 2.....$1,500.00 minimum bid.
Space Number 3.....$1,200.00 minimum bid.
Space Number 4.....$7,500.00 minimum bid.
Space Number 5.....$1,500.00 minimum bid.
Space Number 6.....$2,500.00 minimum bid.
Space Number 7.....$1,500.00 minimum bid.
Space Number 8.....$1,500.00 minimum bid.
Space Number 9.....$1,200.00 minimum bid.
Space Number 10.....$1,200.00 minimum bid.
Space Number 11 .....$1,500.00 minimum bid.
Space Number 12.....$1,200.00 minimum bid.
Space Number 13.....$1,200.00 minimum bid.
Space Number 14.....$2,500.00 minimum bid.
Space Number 15.....$2,500.00 minimum bid.
Space Number 16.....$1,500.00 minimum bid.

_____
Signature of Bidder

_____
Name of Bidder (Print Name)

_____
Street Address

_____
City, State & Zip

_____
Telephone

_____
Date

Hours of operation for Vendor Space Number 14 in Marion Square at the corner of Calhoun and Meeting Streets and Vendor Space Number 15 in Marion Square near the corner of Calhoun and King Streets have been expanded and are set forth in Section 4(C) for Vendor Space Number 14 and in Section 5(D) for Vendor Space Number 15 in the Franchise Agreement which is included in the 2016-2017 Bid Package for Street Vendor Spaces.

Bid Form

Space No.	Bid	Deposit	Can you comply with the requirements of the Franchise Agreement? (Circle One)
1.	_____	_____	Yes/No
2.	_____	_____	Yes/No
3.	_____	_____	Yes/No
4.	_____	_____	Yes/No
5.	_____	_____	Yes/No
6.	_____	_____	Yes/No
7.	_____	_____	Yes/No
8.	_____	_____	Yes/No
9.	_____	_____	Yes/No
10.	_____	_____	Yes/No
11.	_____	_____	Yes/No
12.	_____	_____	Yes/No
13.	_____	_____	Yes/No
14.	_____	_____	Yes/No
15.	_____	_____	Yes/No
16.	_____	_____	Yes/No

Exhibit A

2016-2017
Requirements for Bids
For Space Number 15

As a condition to being eligible to submit a bid for Vendor Space Number 15, any person who desires to bid on Vendor Space Number 15 will comply with the following pre-bid requirements:

A. As a pre-requisite to being eligible to bid on Vendor Space Number 15, he will submit a full listing and description of the food item(s), including sources of produce and local ingredients, he desires to sell at Vendor Space Number 15 (the "Submittal") to City of Charleston Legal Department at 50 Broad Street, Charleston, SC, no later than June 8, 2016. Upon the Grantor's receipt of the Submittal, the Grantor will convene a jury panel during June 13th and June 17th, 2016 to evaluate and score the Submittal using the criteria set forth in Page 5, Page 6 and Paragraph 2, page 7 of the Charleston Farmers Market 2016 Vendor Manual ("Manual") which is available online at http://www.charlestonfarmersmarket.com/cfm- applications/ and all other requirements in the Manual that apply to Food Concessions. By June 18, 2016, the Grantor will notify all persons whose Submittals were juried to advise who is pre-qualified to bid on Vendor Space #15.

B. If any person is pre-qualified to bid on Vendor Space Number 15 and is approved by City Council to enter into a Franchise Agreement for Vendor Space Number 15, the requirement set forth in A. above will only be mandatory on the days of the Charleston Farmers Market, Piccolo Spoleto, MOJA, Holiday Magic and any other special event at Marion Square that is sponsored by the City of Charleston.

Vendor Space Number 15 will not be available to the successful bidder/Franchisee from February 17, 2017 – April 4, 2017 due to the use of Marion Square for special events during this time.

If Vendor Space Numbers 4, 14 or 15 are not franchised in accordance with this Solicitation, the said Vendor Space not franchised shall not be available to Vendors on a first-come/first-serve basis at any time.

Any Vendor Space is subject to being re-bid, if needed, at the election of the City of Charleston.

Exhibit A

Exhibit B

2016-2017
Map
Of Street Vendor Spaces

City of Charleston - 2016 - 2017 Map of Street Vendor Locations

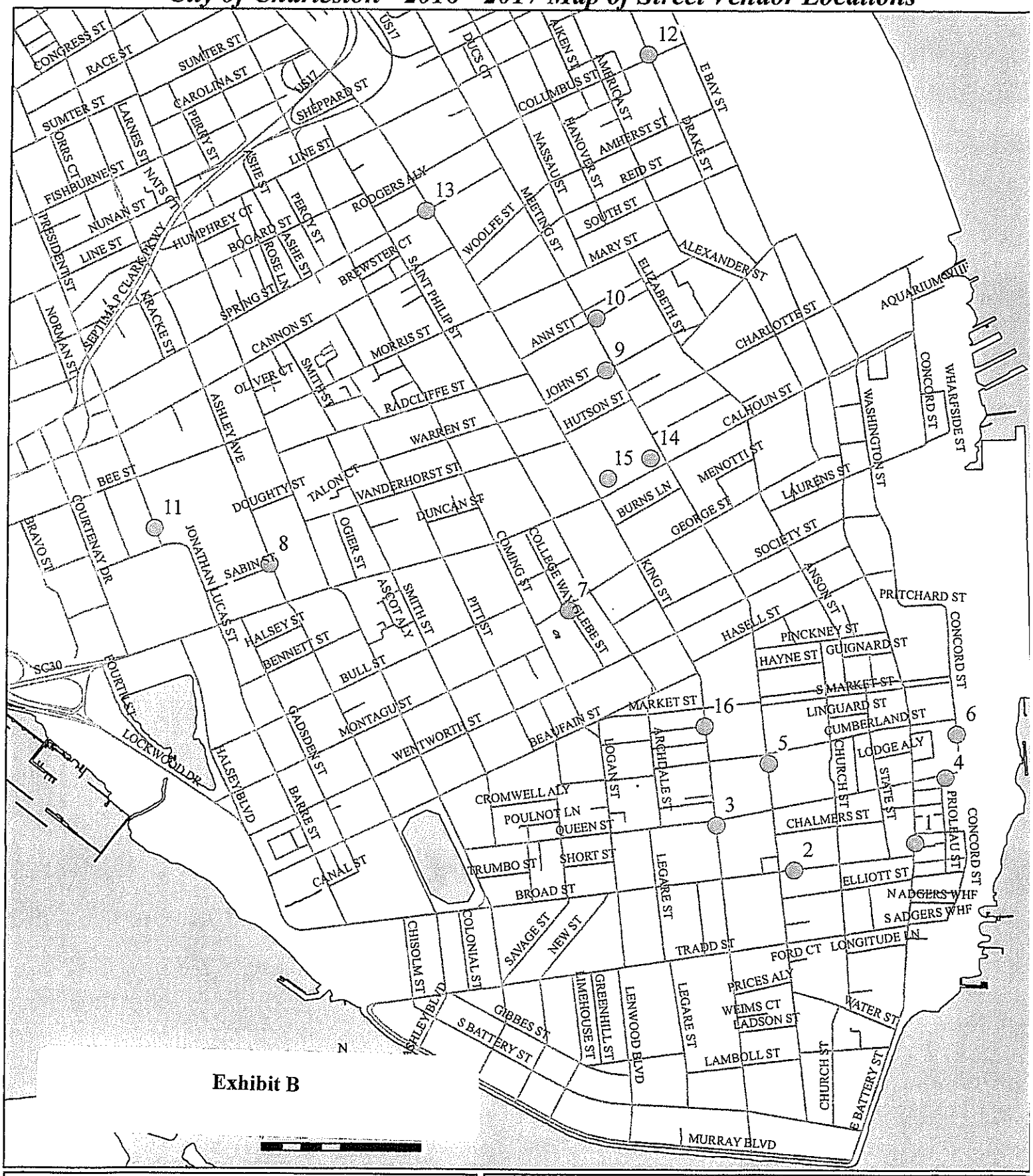

Exhibit B

- Vendor Locations

- Street

City of Charleston
Department of Traffic and Transportation

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DATA REPRESENTED HEREIN REFLECT VARYING STAGES OF DEVELOPMENT, AND VARYING DATES OF ACQUISITION.

Exhibit C

2016-2017
Map
Of Vendor Space Number 4
At Waterfront Park

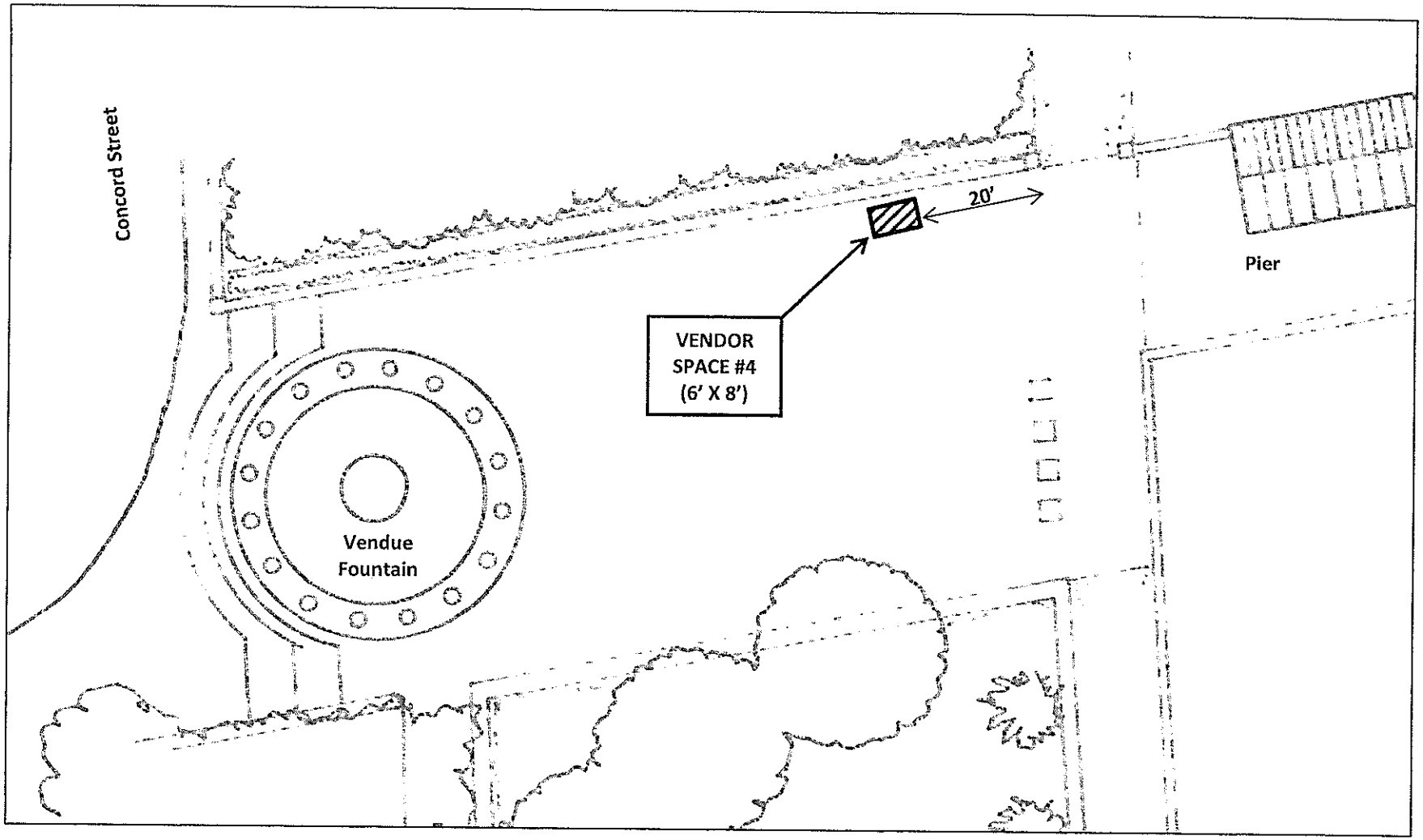


Exhibit C

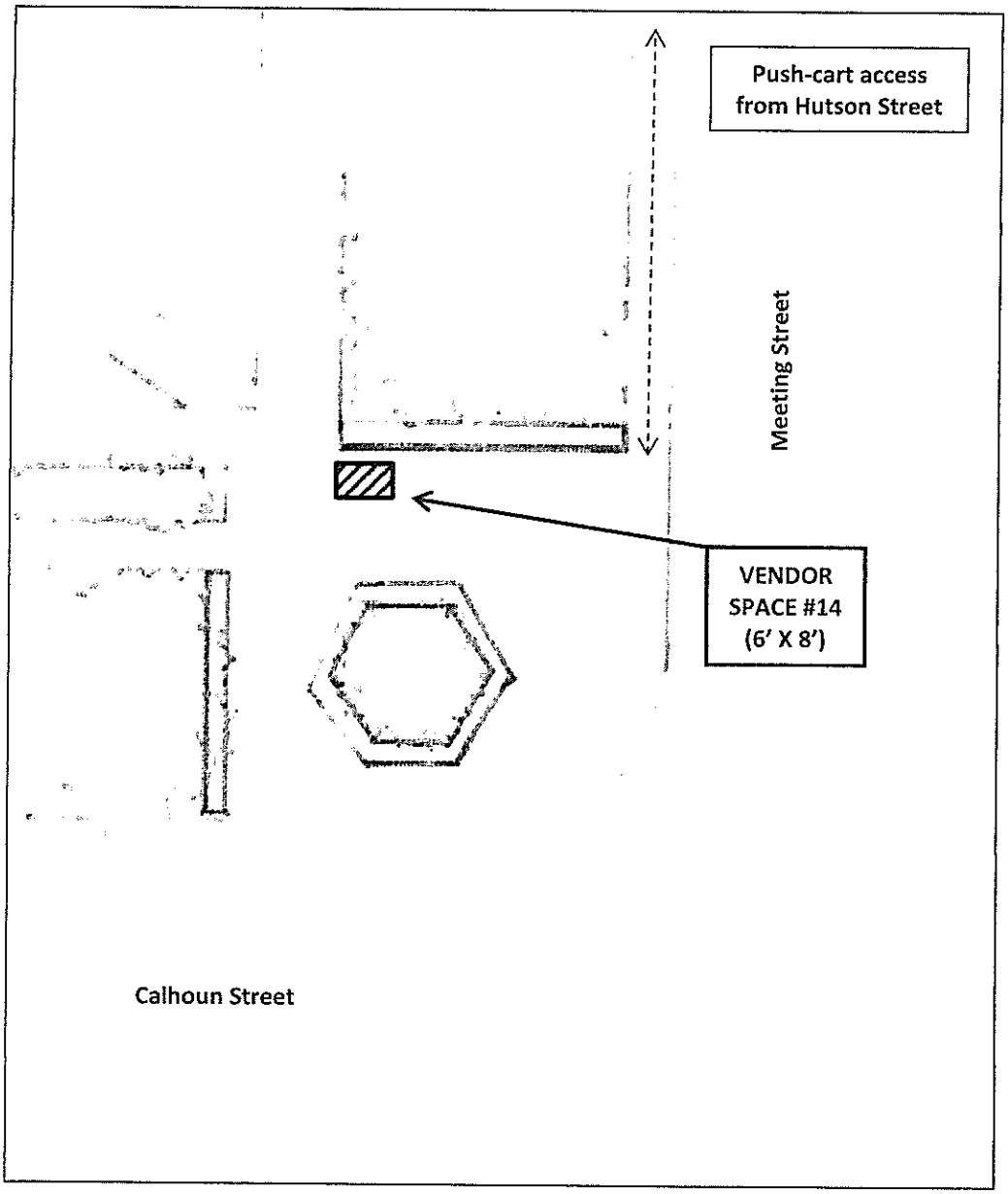
Waterfront Park - Vendor Locations

Not to Scale

NORTH

Exhibit D

2016-2017
Map
Of Vendor Space Number 14
At Calhoun and Meeting Streets
In Marion Square



Marion Square - Vendor Location (#14)

Exhibit D

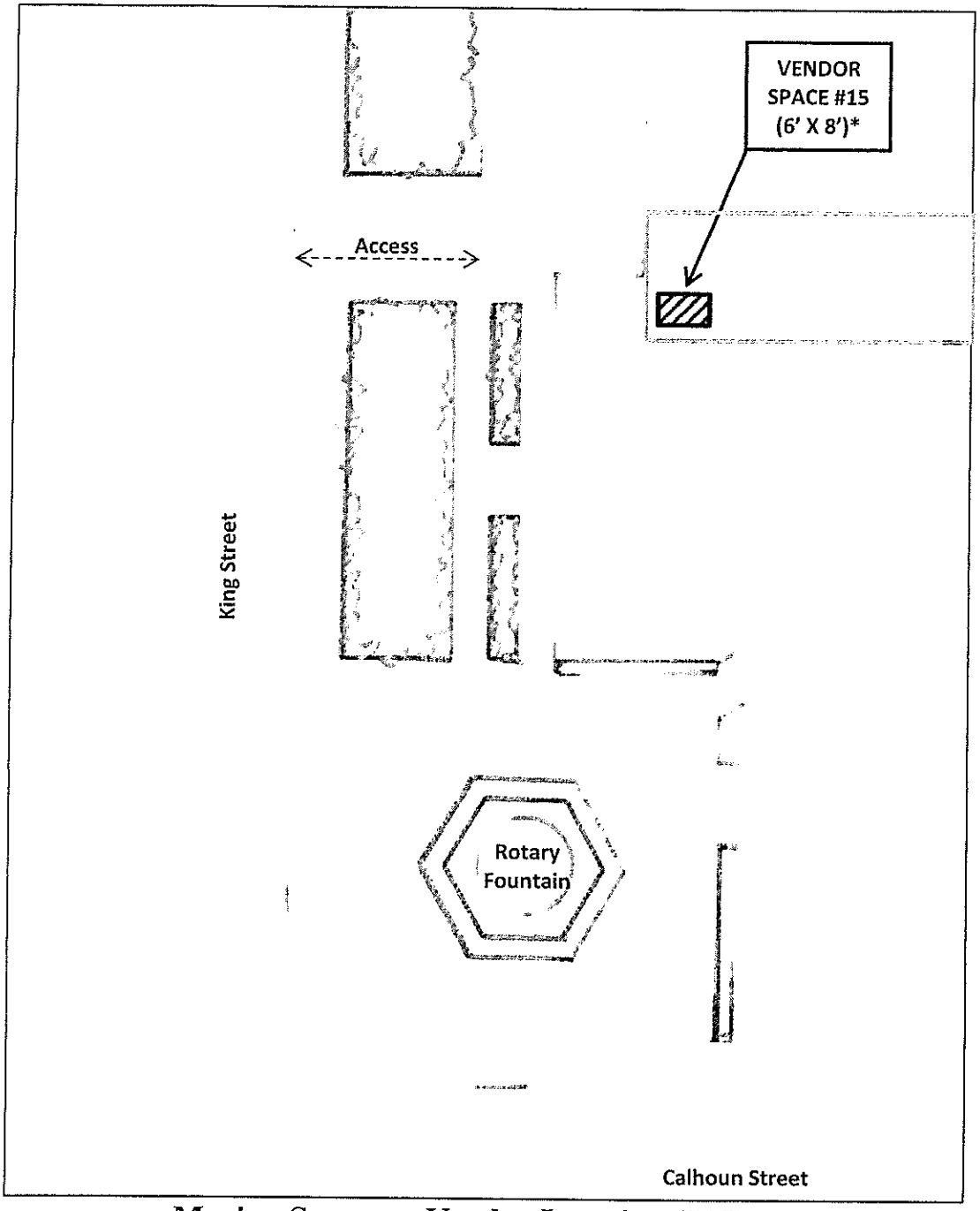
Not to Scale

NORTH

NOTE: Vendor space will be 6' x 8'.

Exhibit E

2016-2017
Map
Of Vendor Space Number 15
Near Calhoun and King Streets
At Marion Square



Marion Square - Vendor Location (#15)

Exhibit E

Not to Scale

NORTH

*NOTE: Vendor Space No. 15 will be 6' x 8' or as modified by the Grantor, in the Grantor's sole discretion. The location of Vendor Space No. 15 may also be relocated by the Grantor within Marion Square, in the Grantor's sole discretion. For more information regarding these conditions, see Section 5(A) of the 2016-2017 Franchise Agreement that is contained in the 2016-2017 Bid Package.

7.)

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

FRANCHISE AGREEMENT
2016-2017

FRANCHISE AGREEMENT executed this ____ day of _____, 2016, by and between the **CITY OF CHARLESTON,** South Carolina (herein the "Grantor"), and _____ (herein the "Grantee") for **Vendor Space Number ____, located at _____).**

WHEREAS, § 17-121 of the *Code of the City of Charleston* provides that the Committee on Traffic and Transportation, after input from the Director of Traffic and Transportation, shall have the authority to approve the franchising of certain public spaces dedicated for the sale of food, drink or reading material sold in conjunction with the sale of food or drink (the "Vendor Spaces" and individually the "Vendor Space"); and

WHEREAS, the Committee on Traffic and Transportation recommended and approved that the Vendor Space(s) as hereinafter described be awarded to a Grantee under a Franchise Agreement with the Grantor; and

WHEREAS, the Traffic and Transportation Committee and City Council, at a meeting held on _____, **2016**, approved the specifications for the franchising of Vendor Spaces, as are contained herein; and

WHEREAS, after advertising for, and receipt of sealed bids, it has been determined that the franchise for the Vendor Spaces hereinafter described be awarded to the Grantee.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions set forth herein, and in further consideration of the sum of $3.00, the receipt and sufficiency of which are hereby acknowledged by the Grantor, it is agreed as follows:

1. Grant of Franchise:

There is hereby granted by the Grantor to the Grantee the first right and privilege to sell food, drinks or reading material sold in conjunction with the sale of food or drink from a stationary cart, vehicle or device (the "Stationary Cart") in **Vendor Space Number ___** as is hereinafter delineated, subject to the terms and conditions hereinafter set forth.

2. For Franchised Vendor Spaces 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 16:

A. The location of the Vendor Space which is the subject of this Franchise Agreement is located at _____, and measures and contains approximately 70 square feet with dimensions of 7 feet wide by 10 feet long, and is designated as **Vendor Space Number ___ (the "Vendor Space")** on a **Map of Street Vendor Spaces** marked as "Exhibit A," attached hereto and incorporated by reference herein.

Please note the Street Vendor Spaces have been renumbered and are different than the 2015-2016 Street Vendor Space numbers and locations.

B. Grantee shall be required to confine himself or his employee, the Stationary Cart and all associated equipment, including any coolers, pulling apparatus or supplies that are needed to operate within the boundaries of the Vendor Space as set forth in Paragraph 2(A) above. Prior to the execution of this Franchise Agreement and as a condition precedent thereto, if needed, Grantor shall inspect Grantee's Stationary Cart in the Vendor Space to verify Grantee's ability to comply with the requirements set forth in Paragraphs 2(A) and 2(B) above. If Grantee's Stationary Cart does not comply with such requirements, Grantee shall not be permitted to sign this Franchise Agreement until such time as Grantee shall comply with requirements.

C. No generator, electricity or open flames shall be permitted in any Vendor Space.

3. Additional Requirements for Franchised Vendor Space Number 4:

A. The location of Vendor Space Number 4 is located at **Waterfront Park,** and measures 6' by 8' in size and is designated as **Vendor Space Number 4 (the "Space")** on a **Map of Street Vendor Spaces** marked "Exhibit A," attached hereto and incorporated by reference herein and further defined in "Exhibit B," attached hereto and incorporated by reference herein.

No motorized vehicle shall be used to tow or pull the Stationary Cart to or from Vendor Space Number 4 within Waterfront Park. Grantee shall be required to confine himself or his employee, the Stationary Cart and all associated equipment, including any coolers, pulling apparatus or supplies that are needed to operate

within the boundaries of the Vendor Space as set forth in Paragraph 3(A) above. The Grantor reserves the right to relocate Vendor Space Number 4 within Waterfront Park in its sole discretion.

Vendor Space Number 4 shall not be available to any other licensed vendor on a first-come, first serve basis.

B. No generator, electricity or open flames shall be permitted in Vendor Space Number 4.

4. Additional Requirements for Franchised Vendor Space Number 14:

A. Vendor Space Number 14 is located in **Marion Square** at the corner of Calhoun and Meeting Streets and measures 6' by 8' in size and is designated on the **Map of Street Vendor Space Number 14** marked as "Exhibit C" attached hereto and incorporated by reference herein. Grantee shall be required to confine himself or his employee, the Stationary Cart and all associated equipment, including any coolers, pulling apparatus or supplies that are needed to operate within the boundaries of Vendor Space Number 15 as set forth in Paragraph 4(A) above.

B. Grantee shall only access Marion Square in order to place and remove a Stationary Cart at Vendor Space Number 14 in the following particulars:

1. As to Vendor Space Number 14, Grantee shall be prohibited from driving his vehicle onto Marion Square for the purpose of placing

or removing the Stationary Cart at Vendor Space Number 14. Grantee shall only be permitted to hand-push the Stationary Cart within Marion Square for the sole purpose of setting up and removing the Stationary Cart from Vendor Space Number 14. Public-metered parking spaces are available to the Grantee on Hutson and Meeting Streets in which Grantee is permitted to park his vehicle, unload and load his Stationary Cart from his vehicle and hand-push his Stationary Cart into and out of Vendor Space Number 14 in Marion Square. The Grantee shall be permitted to stand in the area of Marion Square immediately adjacent to Vendor Space Number 14 while conducting business therefrom. No generator, electricity or open flames shall be used within Vendor Space No 14. The Grantor reserves the right to relocate Vendor Space Number 14 within Marion Square in its sole discretion.

C. With respect to Vendor Space Number 14, in addition to the permitted Hours of Operation set forth in Section 10 herein, Grantee of Vendor Space Number 14 shall be permitted to use Vendor Space Number 14 from 7:00 a.m. until 7:00 p.m. during eastern standard time and 7:00 a.m. until dark during daylight savings time, including Saturdays and Sundays during the Farmer's Market, Holiday Magic, Piccolo Spoleto Festival, MOJA Festival and New Year's Eve.

D. Vendor Space Number 14 shall not be available to any other licensed vendor on a first-come, first-serve basis at any time.

5. Additional Requirements for Franchised Vendor Space Number 15:

A. Vendor Space Number 15 is located in **Marion Square** near the corner of Calhoun and King Streets, measures 6' by 8' in size or as approved by the Grantor and is designated on the **Map of Street Vendor Spaces Number 15** marked as "Exhibit D" attached hereto and incorporated by reference herein. The Grantor reserves the right to relocate Vendor Space Number 15 during special events at Marion Square, including but not limited to the Charleston Farmers Market, Piccolo Spoleto, MOJA, Holiday Magic and New Year's Eve. Grantee shall be required to confine himself or his employee, the Stationary Cart and all associated equipment, including any coolers, pulling apparatus or supplies that are needed to operate within the boundaries of Vendor Space Number 15 as set forth in Paragraph 5(A) above.

B. Grantee shall only be permitted to drive his vehicle onto Marion Square from King Street using the access area from King Street more fully shown on Exhibit D for the sole purpose of setting up and removing his Stationary Cart from Space No. 15. Once Grantee has brought his Stationary Cart onto Marion Square in accordance with this section, Grantee shall be required to detach his Stationary Cart from his vehicle, hand-push his Stationary Cart to Space No. 15 and remove his vehicle from the access area in Marion Square. When exiting Marion Square, Grantee shall also be required to hand-push his Stationary Cart

from Space No. 15 to the access area and then to load his Stationary Cart onto a vehicle and remove it from Marion Square. Grantee shall be required to confine himself or his employee, the Stationary Cart and all associated equipment, including any coolers, pulling apparatus or supplies that are needed to operate within the boundaries of Vendor Space Number 15 as set forth in Paragraph 5(A) above. The Grantee shall be permitted to stand in the area immediately adjacent to Space No. 15 while conducting business therefrom. No generator, electricity or open flames shall be used within Space No 15. The Grantor reserves the right to relocate Space Number 15 within Marion Square in its sole discretion.

C. Vendor Space Number 15 shall not be available to any other licensed vendor on a first-come, first-serve basis.

D. With respect to Vendor Space Number 15, in addition to the permitted Hours of Operation set forth in Section 11 herein, Grantee of Vendor Space Number 15 shall be permitted to use Vendor Space Number 15 from 7:00 a.m. until 7:00 p.m. during eastern standard time and 7:00 a.m. until dark during daylight savings time, including Saturdays and Sundays during the Farmer's Market, Holiday Magic, Piccolo Spoleto Festival, MOJA Festival and New Year's Eve.

6. Term:

The term of this Franchise Agreement shall be for a period of one (1) year commencing **August 21, 2016, and ending August 20, 2017.**

7. **Franchise Fee:**

As and for the right to utilize the Vendor Space pursuant to the terms of this Franchise Agreement, and as a Franchise Fee therefor, the Grantee shall pay unto the Grantor the sum of $_____ in the form of certified funds with at least one-half (50%) of said sum being due and payable to the Grantor at the Office of the Deputy Corporation Counsel upon the execution of this Franchise Agreement on **July 5 - 7, 2016**, and the final one-half (50%) of said sum in like form being due and payable at the office of the Office of Deputy Corporation Counsel on or before **November 13, 2016.**

8. **Business License/Street Vendor Permit:**

Notwithstanding the payment of the Franchise Fee as set forth in Paragraph 7, the Grantee shall, throughout the term of this Franchise Agreement, maintain a current City of Charleston business license and approved criminal background check in accordance with § 17-95 of the *Code of the City of Charleston* with the Grantor. In addition to the requirements set forth in § 17-95 of the *Code of the City of Charleston*, Grantee shall submit a copy of his or her birth certificate and, if applicable, a Court Order amending his or her birth name as it appears on his or her birth certificate to the City prior to the criminal background check of the Grantee being processed by the Charleston Police Department. Failure by the Grantee to receive an approved criminal background check in

accordance with this Paragraph shall constitute grounds for Grantor not approving the Franchise Agreement or immediately terminating the Franchise Agreement with the Grantee at no cost to the Grantor. No employee of a Grantee shall operate in the Vendor Space pursuant to this Franchise Agreement unless the employee has received an approved criminal background check in accordance with the provisions of this Paragraph and provided same to the Grantor.

9. Public Liability Insurance:

As a condition of this Franchise Agreement, the Grantee shall acquire and maintain, throughout the term of this Franchise Agreement, public liability insurance insuring against personal injury, death and property damage arising out of Grantee use of the Vendor Space with minimum limits of $300,000.00 per person, $600,000.00 per occurrence and $300,000.00 for property damage. The Grantor shall be named as an Additional Insured on said policy, and the policy shall provide that the Grantor shall be notified in writing at least ten (10) days in advance of any cancellation of or change in the policy. Proof of insurance shall be filed with the Grantor upon the execution of this Franchise Agreement and during the term of the Franchise Agreement as requested by the Grantor. Notwithstanding this requirement for insurance, the Grantee agrees to indemnify and hold harmless the Grantor, its agents, officers and employees from and against any and all claims, losses, damages, judgments and expenses, including attorney's fees, that may arise or be alleged to have arisen as a result of the Grantee utilizing the Vendor Space which is the subject of this Franchise Agreement.

10. Health Regulations:

The Grantee shall, throughout the term of this Franchise Agreement, comply with any and all applicable rules and regulations as may be promulgated by the South Carolina Health Department ("SCDHEC") pertaining to the public sale or dispensing of food or drink.

11. Hours of Operation:

Unless otherwise specified herein, the Grantee shall be entitled to the exclusive use of the Vendor Space from 7:00 a.m. to 7:00 p.m. on a daily basis throughout the term of this Franchise Agreement. On any day during the term of this Franchise Agreement that the Grantee is not open for business at the Vendor Space by 11:00 a.m., or, if during any day of the term of this Franchise Agreement the Grantee shall vacate the Vendor Space prior to 7:00 p.m., then the Vendor Space, excluding Vendor Spaces Number 4, 14 and 15, shall be available to any other licensed vendor who may occupy the Vendor Space for the remainder of the day. Notwithstanding the foregoing, the Vendor Space shall not be available to any other licensed vendor on a first come first serve basis for any day during the term of this Franchise Agreement before 11:00 a.m. even if the Vendor Space is vacant at any time before 11:00 a.m.; provided, however, in the event that the Grantor shall require the use of the Vendor Space for a Grantor-sponsored event, the Grantor shall provide an alternative space to Grantee for vending during said event at no cost to the Grantor. Also, in the event that construction or a special event is occurring in the vicinity of the Vendor Space, the Grantor shall be able to relocate the Vendor Space

to an adjacent area approved by the Grantor that is not impacted by the construction or special event until construction or the special event is concluded.

12. Maintenance of Vendor Space:

The Grantee shall, on a daily basis, remove any and all vending apparatus from the Vendor Space(s) at the end of the day or during any time that the Vendor Space is not manned. Additionally, the Grantee shall be responsible for maintaining the area in and around the Vendor Space in a clean condition, free of litter, trash or rubbish. The Grantee's responsibility for maintenance shall include the Vendor Space, as well as any and all areas within forty (40) feet of the perimeter of the Vendor Space.

13. Meter Feeding/Encroachment:

The Grantee shall not occupy any space, including parking spaces, beyond the perimeters of the Vendor Space. Meter feeding by the Grantee or any of its employees or agents is expressly prohibited.

14. Recyclable Materials:

The Grantee shall utilize recyclable or biodegradable containers and/or materials in the sale of food or drink at the Vendor Space.

15. Assignment/Subletting:

The Grantee shall not, under any circumstances, assign or sublet, enter into a partnership agreement or any other agreement regarding any of its rights to the Vendor Space or any of its rights under this Franchise Agreement to any other person, firm or entity. In addition to the prohibition against assignment or subletting of the Vendor Space, Grantee shall be prohibited from allowing any individual to occupy and operate from the Vendor Space unless such individual is an employee of the Grantee. The Grantor shall have the right to inspect Grantee's books and other documents to verify the employment status of any individual occupying and/or operating within the Vendor Space with the permission of the Grantee. In the event Grantor is unable to verify that such individual occupying and/or operating within the Vendor Space is a bona fide employee of Grantee, this Franchise Agreement may be terminated at no cost to the Grantor.

16. Conduct:

The Grantee shall be responsible for the conduct of the Grantee and its employees and shall see that, at all times, Grantee and its employees maintain a courteous demeanor to their customers and other members of the public. No hawking of or screaming at potential customers shall be permitted. The Grantee shall also be responsible for ensuring that Grantee and his employees are appropriately dressed while conducting Grantee's business in the Vendor Space. Failure of the Grantee to fulfill this requirement shall be immediate grounds for termination of this Franchise Agreement at no cost to the Grantor.

17. Suspension/Termination:

In addition to all other rights and powers pertaining to the Grantor by virtue of this Franchise Agreement or otherwise, the Grantor reserves the right to suspend or terminate this Franchise Agreement and all rights and privileges of the Grantee hereunder in the event that the Grantee:

(1) violates any provision of this Franchise Agreement or any rule, order or determination of the Grantor made pursuant to this Franchise Agreement;

(2) violates the provisions of Chapter 7, §§ 17-91, 17-92, or 17-121 of the *Code of the City of Charleston.*

(3) becomes insolvent, unable or unwilling to pay his debts or is adjudged a bankrupt;

(4) misrepresents his income for purposes of a business license;

(5) is convicted of a crime of moral turpitude;

(6) harasses or in any way interferes with other vendors operating within the City of Charleston;

(7) attempts to evade any of the provisions of this Franchise Agreement or practices any fraud or deceit upon the Grantor;

(8) repeatedly engages in conduct that is rude or disruptive to the public order;

(9) fails to pay the Franchise Fee as provided herein when due; or

(10) fails to pay any outstanding Franchise Fees, City of Charleston Business License Fees, Hospitality Taxes and/or any payments required by any contract with the City of Charleston.

In the event that the Grantor seeks to suspend or terminate this Franchise Agreement, it shall accord the Grantee notice and opportunity to be heard before the Committee on Traffic and Transportation no later than fifteen (15) days after Grantee receives notice of such suspension or termination or as soon thereafter as practicable. In the event of such suspension or termination, there shall be no refund to the Grantee of any portion of the Franchise Fee.

In the event that this Franchise Agreement is terminated due to Grantee's failure to pay the remaining balance of the Franchise Fee by **November 13, 2016**, or if Grantee is delinquent in the payment of the City of Charleston's current and/or prior years' Business License fees and/or Hospitality Fees, Grantee shall be prohibited from occupying and operating within the Vendor Space for the remainder of the term of this Franchise Agreement but shall continue to be responsible for the payment of the remaining balance of the Franchise Fee pursuant to this Franchise Agreement. Upon the termination of this Franchise Agreement for Grantee's failure to pay the remaining balance of the Franchise Fee, the Vendor Space shall be become available to any licensed vendor who meets the qualifications of § 17-121 of the *Code of the City of Charleston* on a first come, first serve basis excluding Vendor Space Numbers 4, 14 and 15 which shall not be available to any other licensed vendor on a first-come, first-serve basis. In the event of the termination of this Franchise Agreement due to failure to pay the Franchise Fee of the City of Charleston's current and/or past years' outstanding Franchise Fees,

City of Charleston Business License Fees, Hospitality Taxes and/or any payments required by any contract with the City of Charleston as set forth herein, Grantee shall be prohibited from operating as a street vendor in a vendor space on a first-come, first-serve basis, or as a peddler in accordance with Chapter 17 of the *Code of the City of Charleston* until such time as all delinquent fees are paid in full by Grantee.

The Grantor may also elect at its sole discretion to enforce a violation of any term or condition of this Franchise Agreement through the use of the Grantor's Municipal Summons Ordinance. In such case, any violation shall be subject to the provisions of § 1-16 of the *Code of the City of Charleston*, including the penalties and/or fines as set forth therein.

18. Compliance with City Ordinances:

Notwithstanding this Franchise Agreement, the Grantee agrees to comply with all ordinances, rules and regulations of the City of Charleston pertaining to vending as that term is defined in § 17-92 of the *Code of the City of Charleston.*

19. Breach of Franchise Agreement by Grantee:

A breach of this Franchise Agreement, including but not limited to the Grantee's failure to pay all sums when due to the Grantor as provided in this Franchise Agreement, and any City of Charleston Business License Fees, Hospitality Taxes and/or any payments required by any contract with the City of Charleston, in addition to any other remedies as

provided herein or by law, may render the Grantee ineligible to participate in the subsequent bidding for a Vendor Space and entering into a Franchise Agreement. In the event the Grantee defaults on any term of this Franchise Agreement, including non-payment of the any outstanding Franchise Fees when due, City of Charleston Business License Fees, Hospitality Taxes and/or any payments required by any contract with the City of Charleston, the Grantor shall have the right to pursue all legal remedies available at law or in equity against the Grantee, and shall have the right to recover reasonable attorney's fees and costs from the Grantee incurred by Grantor in any such action.

If the Grantee is aggrieved by the action of the Grantor as provided herein, the Grantee shall have the right to appeal to the Traffic and Transportation Committee by filing with the City's Clerk of Council a petition in writing setting forth plainly, fully, and distinctly why the decision is contrary to law. The appeal shall be filed within fifteen (15) days after the Grantee receives actual notice of the decision of the Grantor. No Franchise Agreement shall be revoked unless and until seven (7) days' notice of a hearing shall have been given to the Grantee and thereafter, such hearing is duly had thereon by the Traffic and Transportation Committee.

20. Further Agreement, Waiver by Grantee and Reservation by Grantor:

The Grantee agrees to abide by all provisions of this Franchise Agreement and further agrees that it will not at any future time assert against the Grantor the claim that the provisions of this Franchise Agreement are unreasonable, arbitrary or void.

20. Modifications:

Any modifications of the provisions of this Franchise Agreement shall not be made unless the same are reduced to writing and signed by each party hereto.

21. Governing Law:

This Franchise Agreement shall be governed by the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year as aforewritten.

WITNESSES:	**CITY OF CHARLESTON**
_____	By:_____ Joseph P. Riley, Jr., Mayor Grantor
_____	_____

Date

WITNESSES:

_____ By:_____

_____ _____
(Print Name)

_____
Date

Exhibit A

2016-2017 Street Vendor Map

City of Charleston - 2016 - 2017 Map of Street Vendor Locations

Exhibit A

- Vendor Locations

- Street

City of Charleston
Department of Traffic and Transportation

THE CITY OF CHARLESTON MAKES NO WARRANTY, REPRESENTATION OR GUARANTY AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS, OR COMPLETENESS OF ANY INFOMRATION PROVIDED HEREIN OR DERIVED FROM THIS PRODUCT. THE READER SHOULD NOT RELY ON THE DATA PROVIDED HEREIN FOR ANY REASON. THE CITY OF CHARLESTON EXPLICITYLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE CITY OF CHARLESTON SHALL ASSUME NO LIABILITY FOR: 1. ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE INFORMATION PROVIDED REGARDLESS OF HOW CAUSED; OR 2. ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN BY ANY PERSON IN RELIANCE UPON ANY INFORMATION OR DATA FURNISHED HEREUNDER.

DATA REPRESENTED HEREIN REFLECT VARYING STAGES OF DEVELOPMENT, AND VARYING DATES OF ACQUISITION

Exhibit B

2016-2017 Waterfront Park Vendor Map

for

Vendor Space Number 4

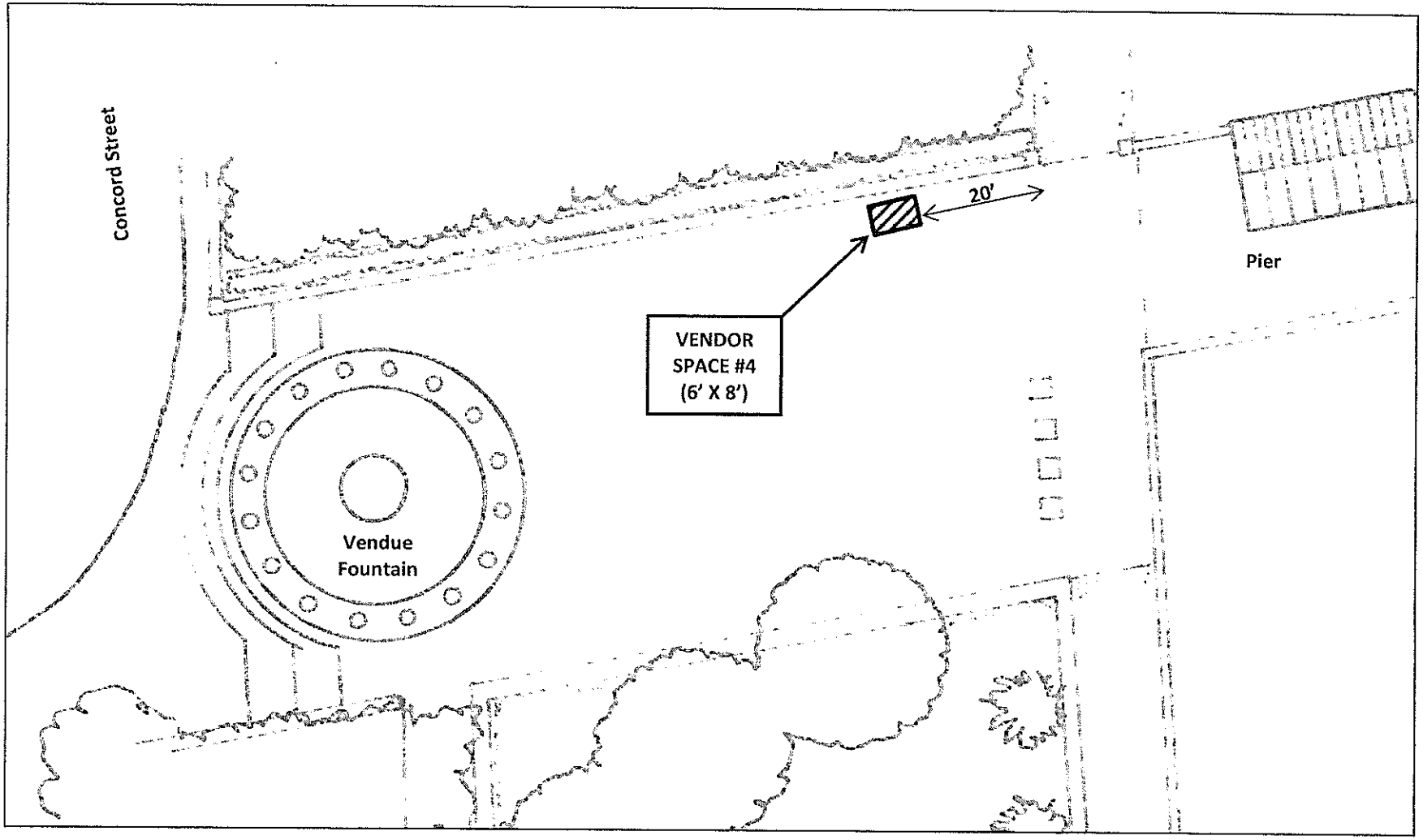


Exhibit B

Waterfront Park - Vendor Locations

Not to Scale

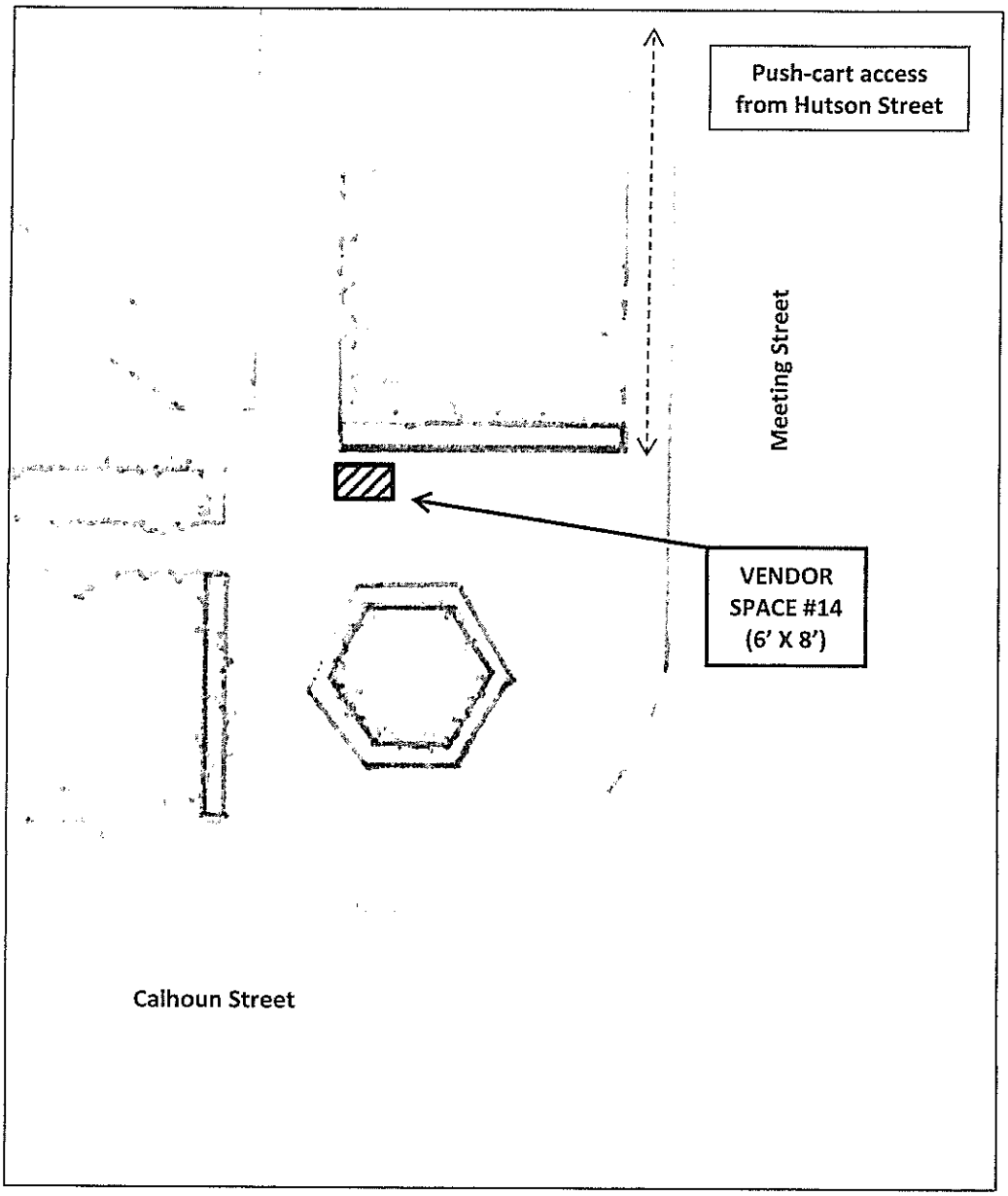
NORTH

Exhibit C

2016-2017 Marion Square Vendor Map

for

Vendor Space Number 14



Marion Square - Vendor Location (#14)

Exhibit C

Not to Scale

NORTH

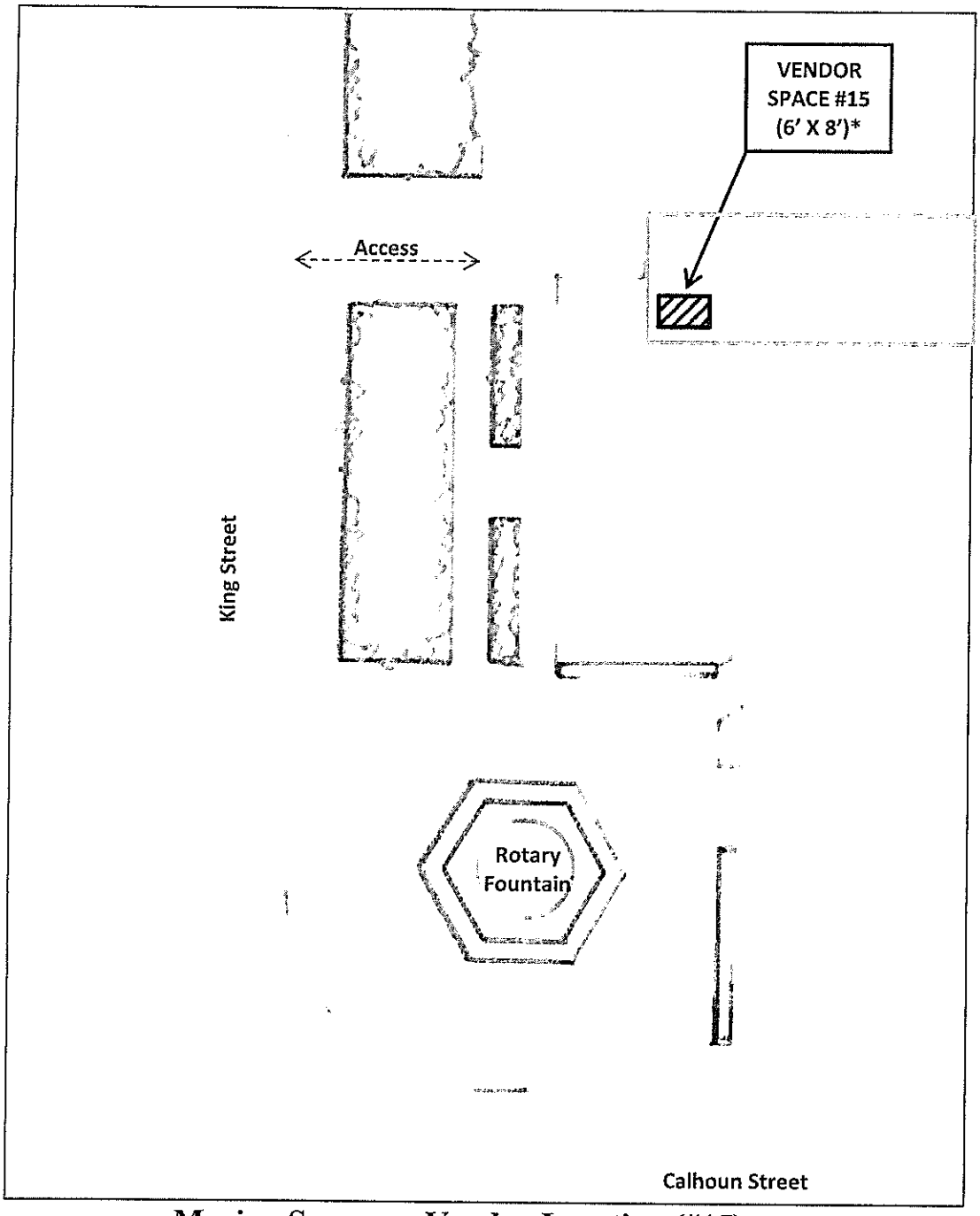
NOTE: Vendor space will be 6' x 8'.

Exhibit D

2016-2017 Marion Square Vendor Map

for

Vendor Space Number 15



Marion Square - Vendor Location (#15)

Exhibit D

Not to Scale

NORTH

*NOTE: Vendor Space No. 15 will be 6' x 8' or as modified by the Grantor, in the Grantor's sole discretion. The location of Vendor Space No. 15 may also be relocated by the Grantor within Marion Square, in the Grantor's sole discretion. For more information regarding these conditions, see Section 5(A) of the 2016-2017 Franchise Agreement that is contained in the 2016-2017 Bid Package.