



## Transfer Beach Mobile Food Concession Agreement 2026

### **INFORMATION, GUIDELINES AND REGULATIONS**

1. **Program Overview:** The Ladysmith Chamber of Commerce (the “Chamber”), in partnership with the Town of Ladysmith (the “Town”), operates a Mobile Food Concession Program at Transfer Beach. This program provides up to two (2) designated concession service pads with electrical and water connections for approved vendors during the operating season.

**Season:** Easter Weekend – Thanksgiving Weekend\* (annually)

This Agreement governs routine daily operations at Transfer Beach and is separate from any Special Event permitting process.

- The daily season will begin Friday of the May long weekend – the Monday of the Labour Day long weekend
- Weekends only and out of the daily season scope will begin Easter long weekend – May long weekend and Labour Day Long weekend – Thanksgiving Day long weekend.

2. **Purpose:** The purpose of this Agreement is to:

- Enhance visitor experience at Transfer Beach
- Provide consistent food service during peak park usage
- Support local business opportunities
- Ensure safe, clean, and professional operations

3. **Definitions:**

- **Vendor** – An approved mobile food operator
- **Mobile Food Unit** – A fully self-contained, licensed food service vehicle
- **Service Pad** – A designated concession location with utility connections
- **Operating Schedule** – Approved days and hours assigned by the Chamber

4. **Terms & Scheduling:**

- Vendors will be assigned specific operating days by the Chamber
- Minimum operating hours: **11:00 AM – 7:00 PM**
- Vendors may extend hours at their discretion
- Setup may begin at 9:00 AM
- Vendors must vacate site daily at close

The Chamber reserves the right to:

- Adjust schedules
- Cancel operations due to weather or safety concerns
- Reassign locations as required
- Block dates for special events, park programming, or maintenance in coordination with the Town

**No exclusivity is granted.**

\*\*\* The Town and Chamber reserve the right to prioritize park use, special events, and operational requirements over concession scheduling.

#### **5. Site & Utilities:**

Each service pad includes:

- Electrical connections (15, 30, 50 amp)
- Potable water connection
- Garbage bins are provided. One the event a vendor is unable to access the garbage area. Vendors must take all garbage with them.

**Conditions:**

- Generators are not permitted unless power supply fails
- No sewer connections are provided
- Grey water must be removed daily

#### **6. Fees:**

Vendors agree to pay:

- Non-refundable application/administration fee
- Daily operating fees based on assigned schedule

Daily fees are:

- Established by the Chamber
- Based on specific days of the week, seasonality, and demand
- Customized per Vendor agreement depending on assigned operating days

Fees are:

- Invoiced monthly in advance
- Non-refundable for vendor cancellations
- Refunded only if the Chamber cancels service due to weather or operational issues

## 7. Eligibility & Requirements:

Vendors must:

- Operate a self-contained mobile food unit
- Maintain all valid permits and licenses
- Operate only within assigned space and times
- Remove all equipment, waste, and materials daily
- Ensure Bollards are always in place except during access to on and off the area

## 8. Permits & Licensing:

Prior to operation, Vendors must provide:

- VIHA Permit to Operate
- Valid Business License
- FoodSafe Certification

## 9. Insurance & Indemnification:

The Chamber and the Town of Ladysmith assumes **no responsibility** for loss or damage to the Vendor, its property, employees or guests. The Vendor shall at its sole expense provide **Property & Liability Insurance**. A Certificate of Insurance naming the Chamber and the Town of Ladysmith as “additional insured” **must be received at the signing of this agreement**. Liability coverage must be for the minimum amount of \$2,000,000.00.

## 10. Sanitation & Waste:

Vendors must:

- Maintain a clean and sanitary site
- Provide garbage and recycling containers
- Remove all waste daily
- Dispose of garbage in designated park dumpsters
- Ensure no grease, wastewater, or food waste enters park infrastructure

## 11. Placement & Operations:

- Vendors will operate only from assigned service pads
- Must maintain access routes and public safety
- No obstruction of park amenities or parking areas

The Town and Chamber reserve the right to:

- Relocate vendors
- Suspend operations
- Coordinate with events or park bookings

## 12. Menu & Sales Reporting:

- Vendors must submit menu and pricing for approval
- Menu changes require prior approval

- Vendors must submit monthly gross sales reports

The Chamber maintains authority over vendor mix and menu offerings and may:

- Limit duplication of menu items between vendors
- Require menu adjustments to ensure diversity of offerings
- Decline or restrict items that conflict with existing approved vendors

**13. Signage:** Vendors will limit all signage to that affixed to their vehicle. Any additional signage must be approved by the Chamber. Signage for the Mobile Concession Service will be prepared by the Chamber and placed at or near the entrance to Transfer Beach Park. Such location to be negotiated between the Chamber and the Town of Ladysmith.

**14. Alcohol:** No alcoholic beverages may be sold, served, or consumed while on the premises/grounds of Transfer Beach.

**15. Code of Conduct:**

The primary purpose of this Code of Conduct is to ensure that the Transfer Beach Mobile Food Concession is enjoyable and safe for all participating Vendors and the public. In establishing polished and professional operating procedures we will build a strong reputation, and customer base that will maximize our potential profits while providing a valued and popular addition to beautiful Transfer Beach Park.

As a Vendor in the Transfer Beach Mobile Food Concession, I/we will:

1. Ensure that me and my staff conduct ourselves in a courteous and respectful manner towards our patrons, other participating vendors and other park users.
2. Work collaboratively with the Chamber and other vendors to make the Mobile Food Concession a successful and profitable venture for all.
3. Refrain from any behaviour that interferes with the working/selling opportunities of other vendors.
4. Refrain from using language, which is offensive, threatening or intimidating to others.
5. Not participate in the Mobile Food Concession under the influence of alcohol or non-prescription drugs.
6. Operate vehicles or equipment in a safe and responsible manner.
7. Respect and adhere to the Guidelines and Regulations as set out by the Ladysmith Chamber of Commerce in this document.
8. If there are any damages to the premises which the Town feel that the Chamber must fix due to the Food Trucks, those trucks responsible will be charged for the repairs.

Report of failure to comply with any component of this Code of Conduct or the Guidelines and Regulations will be investigated by the Chamber. Violations of the Code of Conduct or the Guidelines and Regulations will result in the Chamber taking disciplinary action appropriate to the

severity of the violation. Such actions may include verbal and written warnings and/or suspension or expulsion from the Mobile Food Concession program.

- 16. Staff:** Smoking is not allowed in the food preparation or service areas. No eating while on duty. Staff must be neat and clean, preferably in recognizable clothing, i.e. matching t-shirts or jackets.
- 17. Fire & First Aid:** Each Mobile Concession must have an approved fire extinguisher and first aid kit in the truck at all times.
- 18. Cancellation:** If the Vendor is unable to attend on a scheduled day, they must contact the Chamber as soon as possible and with a minimum of 24 hours' notice – no refunds for cancellations. On the rare occasion that the Mobile Food Concession is cancelled due to inclement weather, the Vendor will receive a full refund for that day.

The Town of Ladysmith has reserved the right to grant permission to organizations to use other areas in the park and to utilize their own food services for charitable or private purposes. The Chamber will be responsible for reaching out to these groups to determine how the Mobile Food Service program will interface with these organizations. Options include: (i) the Mobile Food Service program will provide the food service for the organization/group, or (ii) the Mobile Food Service program will operate in conjunction with the organization's services.

**19. Performance & Attendance:**

To ensure consistency and quality of service, Vendors are expected to reliably fulfill their scheduled operating days.

The Chamber may review Vendor participation and performance based on:

- Attendance and reliability
- Timeliness (arrival, setup, and operating hours)
- Compliance with Agreement terms
- Professional conduct and customer service

Failure to meet expectations may result in:

- Verbal or written warning
- Reassignment or reduction of scheduled days
- Suspension or removal from the program

The Chamber reserves the right to terminate a vendor's participation at its sole discretion where performance, reliability, or conduct is deemed unsatisfactory.

- 20. Contact Information:** If you have any questions about this information or need more details regarding the Mobile Food Concession, please do not hesitate to contact the Ladysmith Chamber of Commerce at (250) 245-2112 or by email at [admin@ladysmithcofc.com](mailto:admin@ladysmithcofc.com).

Please submit the below contract and required documents to: [admin@ladysmithcofc.com](mailto:admin@ladysmithcofc.com).

Ladysmith Chamber of Commerce  
**Transfer Beach  
Mobile Food Concession**

# 2026 Application

Please return completed application to :  
33 Roberts Street (P.O. Box 598)  
Ladysmith, BC, V9G 1A4  
Fax: (250) 245-2124  
Email: admin@ladysmithcofc.com

Applicant Name :

Date :

Mobile Food Concession Name :

Returning Vendor :

Yes  No

Address :

City & Postal Code :

Telephone :

Email :

**Menu Options:** *Please provide a description of your primary menu items and details regarding any alternate menu items that may be made available if needed/desired:*

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**Operational Description:** *Please provide a photograph and description of your mobile food truck/equipment/display and any commentary that you believe will be beneficial to the selection process which could include items such as quality of product/equipment, availability/flexibility, qualifications and experience, community involvement, references, team work etc.*

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**Attachments:** *Along with this signed application please attach a copy of your "Permit to Operate" a mobile food concession issued by VIHA. Also, please be aware that once you have been approved you will also need to submit a Certificate of Insurance with a Property & Liability Insurance coverage of no less than \$2,000,000.00 with the Ladysmith Chamber of Commerce and Town of Ladysmith each named as an additional insured.*

### Declaration and Signature:

I \_\_\_\_\_ do hereby acknowledge that I have read the Transfer Beach Mobile Food  
(Name)  
Concession Guidelines and Regulations and the Code of Conduct and I have received a copy of these documents for my records. Furthermore, I hereby agree to comply with the statements contained therein.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_