



MOBILE FOOD VENDOR APPLICATION

Date Rec'd: ___/___/___

- Mobile Food Vendor Cart or Vehicle
Permit Fee: \$40.00 per cart or Vehicle (July 1 – June 30)

PLUS, Non-refundable Processing Fee \$10.00

TOTAL FEES COLLECTED: \$50.00

Under penalty provided by law applicant certifies the information contained within this application to be true, correct and complete, and that falsification may result in denial of such license. Further, applicant understands that refunds are not allowed for any portion of the application fee paid even if denied for past and/or pending offenses and/or for any outstanding debts owed to the city.

GENERAL INFORMATION

Name (First/Middle/Last): _____ Other Names/Maiden: _____

Business Name: _____

Permanent Address: _____

Phone Number: (____) - _____ - _____ Email: _____

Date of Birth: ___/___/___

Insurance Carrier: _____ Policy Number: _____

Please include copy of Drivers license or identification card.

READ CAREFULLY BEFORE SIGNING. The undersigned, being duly sworn, states that each of the above question has been truthfully answered to the best of their knowledge. I understand that any activity engaged in is limited to the time, date, location, and inventory representations made on this application any by the provisions of Chapter 6 of the Chilton Municipal Code. I hereby designate the City Clerk for the City of Chilton as my agent for the purposes of accepting service in any civil action arising out of or in conjunction with the use of this license.

The issuance of an outdoor food cart/mobile food unit is conditional at all times. A license may be revoked or suspended by the Police Department and/or City of Chilton when necessary to protect the public health, safety or welfare; to prevent a nuisance from developing or continuing; in emergency situations or due to noncompliance of this section, the Municipal Code or applicable state or federal laws.

Applicant Signature: _____ Date: _____

MOBILE FOOD VENDOR PERMIT - HOLD HARMLESS AGREEMENT

THIS AGREEMENT is made in the City of Chilton, Calumet County, Wisconsin by and between the CITY OF CHILTON, WISCONSIN a municipal corporation (“CITY”), and _____ (Individual or Business Name), a _____ (Individual or Entity Type), (hereinafter “APPLICANT”).

WHEREAS the APPLICANT wishes to operate a mobile food vendor establishment within the CITY right of way, Chilton, Calumet County, Wisconsin and

WHEREAS the Chilton Police Department and the City Clerk of the City of Chilton granted to the APPLICANT permission to allow operation of a mobile food vendor establishment in the City right of way subject to the execution of a Hold Harmless Agreement.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth and other good and valuable consideration acknowledged by the parties herein, it is agreed as follows:

1. The CITY grants to the APPLICANT permission to operate a mobile food vendor/cart in the CITY right of way.
2. The APPLICANT shall be responsible for all operation and maintenance of the mobile food vendor establishment.
3. The APPLICANT hereby agrees to indemnify, defend and hold harmless the City of Chilton, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney’s fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of the APPLICANT or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Chilton, its elected an appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Chilton, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them shall be applicable unless liability results from the sole negligence of the City of Chilton, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

The APPLICANT shall reimburse the City of Chilton, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that the APPLICANT employs other persons, firms, corporations or entities (Sub-contractor) as part of the work covered by this Agreement, it shall be the APPLICANT's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Chilton, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

The CITY may terminate this Agreement for any reason upon 30 day written notice to the APPLICANT.

APPLICANT

Dated: _____, 20 ____

STATE OF WISCONSIN)
) ss.
COUNTY OF CALUMET)

Personally appeared before me this _____ day of _____, 20 ____ the above-named to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Calumet County, Wisconsin
My Commission Expires: _____

City of Chilton Municipal Code – Sec. 6-106 Mobile Food Vendors

Sec. 6-106 License Required – Application

(a) It is unlawful for any person to do any of the following within a public right-of-way, or from private property open to the public, in the city without first having obtained a valid mobile food vending license as prescribed in this division:

- (1) Operate a mobile food vending vehicle or cart.
- (2) Serve, sell or distribute food from a mobile food vending vehicle or cart.
- (3) Cook, wrap, package, process or portion food in a mobile food vending vehicle or cart for service, sale or distribution.

(b) Any person desiring to operate a mobile food vending vehicle or cart shall make written application for a mobile food vending license to the city clerk's office. The application shall be on the form provided by the city clerk's office and shall include the following:

- (1) The name, signature, and address of each applicant and each member or officer of a corporate applicant.
 - (2) A description of the mobile food vending vehicle or cart, including the make, model, vehicle identification number and license plate for mobile food vending vehicles.
 - (3) A valid copy of all necessary licenses or certificates required by the county or state or any subsidiary enforcement agencies or departments thereof.
 - (4) A signed statement that the vendor shall hold harmless the city and its officers and employees, and shall indemnify the city, its officers and employees for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the license.
Vendors shall furnish and maintain such public liability insurance coverage of not less than \$1,000,000.00.
 - (5) Any additional information as deemed necessary by city staff.
- (c) The city reserves the right to conduct records check of the applicant.

Sec. 6-107 License fees; Term; Transferability

- (a) All mobile food vendors shall pay an annual license fee as established by the common council. Each mobile vending vehicle or cart shall be separately licensed. Licenses shall expire on June 30 of each year. The license must be permanently and prominently affixed to the mobile food vehicle or cart.
- (b) The license is not transferable from person to person or mobile vending vehicle or cart to mobile vending vehicle or cart.

Sec. 6-108 Location Review and Regulations

- (a) Mobile food vending vehicles need to receive prior approval on location of unit as vending vehicles cannot obstruct a public way, impair the movement of pedestrians or vehicles, or pose a hazard to public safety. Patrons may only be served from the curbside of the mobile food vehicle; service in the street is prohibited.
- (b) No person shall park, stop or operate a mobile food vending cart within the city on a public sidewalk other than in those areas that maintain a minimum six-foot-wide clear area for safe and efficient flow of pedestrian traffic, and that maintain a distance of at least 100 feet from the nearest edge of any building comprising a licensed food establishment. Carts are not allowed to be located or serve in the street.
- (c) All mobile food vendors shall abide by all parking and traffic laws, ordinances, statutes, rules and regulations at all times. Vendors shall obey any lawful order of a police officer or other designated city official to move to a different permitted location to avoid congestion or obstruction of a public way or remove the vehicle or cart entirely from the public way if necessary to avoid such congestion or obstruction.
- (d) The city shall not regulate mobile food vehicle vending and carts in private parking lots that are not open for public consumption, so long as the property owner has granted permission and all required health licenses are valid. However, the host parking lot must remain in compliance with the zoning ordinance including off-street parking requirements for the host lot, and the mobile food vehicle or cart shall not block required drive aisles.
- (e) A person with a valid driver's license of such a classification to allow the operation of the mobile food vehicle shall be with the vehicle at all times that any activity is taking place in the mobile food vehicle. The mobile food vehicle vendor is liable for any violation of this subsection.
- (f) No person shall park, stop or operate a mobile food vending vehicle or cart in a location within 500 feet of the boundary line of any property upon which a fair, farmer's market, festival, carnival, circus, parade route, special event or civic event licensed or sanctioned by the city is occurring, except when the vendor has obtained permission from the event sponsor. The mobile food vending vehicle or cart also shall not operate during or within the two hours before or after a scheduled, permitted event unless the vendor has obtained permission to do so from the event sponsor.
- (g) Any power required for the mobile food vehicle located on a public way shall be self-contained and shall not use utilities drawn from the public right-of-way. No power cable or equipment shall be extended at grade across any city street, alley or sidewalk.
- (h) All signage must be permanently affixed to the mobile food vehicle or cart. No mobile food vehicle shall use external signage, bollards, seating or any other equipment not contained within the vehicle.
- (i) Hours of operation shall be limited to between 7:00 a.m. and 11:00 p.m. No approved mobile food vehicle or cart shall be left unattended on a public way nor remain on a public way outside of these allowed hours of operation.
- (j) Mobile food vendors are responsible for providing trash/refuse receptacles on site and for removing such receptacles at the conclusion of sales from the mobile vending vehicle or cart. Trash or refuse from the mobile vendor's receptacles shall not be

placed in any public or private trash receptacles, including dumpsters, unless owned or leased by the mobile vending vehicle or cart owner.

- (k) Mobile food vendors shall take every precaution to ensure that their operation does not materially affect the peace and welfare of the general public nor cause any unreasonably loud, disturbing, and/or unnecessary noise or any noise of such character, intensity and duration as to be detrimental to the life or health of any individual or which is in the disturbance of public peace and welfare.