MOBILE VENDOR LICENSE APPLICATION

City of Terre Haute
City Controller's Office
17 Harding Avenue
Terre Haute, Indiana 47807
812-244-2363

1. License Length and Fee Application

Length of License:	☐ 24 Hours	☐ 3 Days	☐ 7 Days	☐ 30 Days	☐ 3 Months	☐ 6 Months	☐ 1 Year
License Fee:	$25	$30	$50	$75	$150	$200	$350

2. Applicant Information

Name:			
Title/Position:			
Date of Birth:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

3. Indiana Contact Information (For non-residents only)

If applicant is not a resident of Indiana, they must designate a resident to serve as a contact.			
Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

4. Company Information

Name of Employer:					
Address of Employer:					
City, State, Zip:					
Employment Start Date:			End Date (If known):		
Phone Number:					
Website / Email:					
Company is a:	☐ Limited Liability Corporation (LLC)	☐ Corporation	☐ Partnership	☐ Sole Proprietor	☐ Other:

5. Company Officer Information

Provide the names and addresses of all principal officers, partners, trustees, owners or other persons with controlling interests in the company.

Name	Address

6. Company Incorporation Information (For Corporations and LLCs Only)

Date of incorporation or organization:	
State of incorporation or organization:	
(If Not Indiana) Date qualified to transact business in state of Indiana:	

7. Description of product or service to be sold and any equipment to be used

Planned hours of operation:		
Place or places where you will conduct business (If private property, attach written permission from property owner):		
Have you had a similar license, either from the City of Terre Haute, or a different municipality, revoked?	Yes ☐	No ☐
(If Yes) Provide details		

8. You are required to secure, attach, and submit the following:

☐	A copy of the Indiana registration for the vehicle (
☐	Copy of a valid driver's license
☐	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
☐	Proof of insurance in accordance with the limits described in Section 4-375 of the Terre Haute City Code: • Personal Injury: $100,000.00 per occurrence and $300,000 in the aggregate • Property Damage: $25,000.00 per occurrence and $50,000.00 in the aggregate
☐	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Terre Haute for losses or expenses arising out of the operation of his/her business.
☐	A copy of the business's registration with the Indiana Secretary of State.
☐	A copy of the Employer ID number
☐	A signed copy of the Prohibited Location Agreement
☐	A signed copy of the Standards of Conduct Agreement
☐	Picture of truck or trailer
☐	Copy of all applicable permits required by the Vigo County Health Department

For City Of Terre Haute Use Only

Date Received:	Received By:	Date Approved:	Approved By:

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

The undersigned, in consideration for the issuance of a license by the City of Terre Haute Controller, agrees to the following:

1. The undersigned, in exchange for the issuance of a license by the City of Terre Haute Controller, agrees to release, hold harmless, and forever indemnify the City of Terre Haute and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected with or in any way related to his/her issuance of a license by the City of Terre Haute or his/her operation of a business which was licensed by the City of Terre Haute. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.

2. The undersigned shall, and hereby does, indemnify, defend, and hold harmless the City of Terre Haute and any and all City employees, officers, and agents from and against any and all actions, costs, claims, suits, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business which has been licensed by the City of Terre Haute.

3. The undersigned understands this release binds him/herself, his/her spouse, and all heirs, executors, partners, co-owners and administrators of those individuals.

The undersigned acknowledges that he/she has read this release and understands all of its terms. The undersigned signs this release voluntarily and with full knowledge of its significance.

_____

Name, Printed

_____ _____

Signature Date Release Signed

Prohibited Location Agreement

Terre Haute City Code Section 4-380 prohibits Mobile Vendor Units from operating in certain locations. All signatories to this Agreement are required to review not only this Agreement, but also Sections 4-367 through 4-385.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not operate my mobile vendor unit in a manner that would violate any of the below-listed location restrictions:

- ☐ No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Terre Haute unless approval has been given by the City's Board of Public Works.
- ☐ No mobile food vendor unit shall operate within fifty feet of any facade of a ground level establishment that also sells food or beverages, or operate within fifty feet of the perimeter of such an establishment's outdoor seating area, regardless of whether or not the mobile food vendor unit is currently conducting business. The distance restriction only applies from one hour before the opening time to an hour after the closing time posted by a ground level establishment on the facade of its building.
- ☐ No mobile food vendor unit shall locate in an alleyway.
- ☐ Mobile food vendor units shall be located a reasonable distance from all posted bus stops, crosswalks, driveways, alleyways, right-of-way lines of two or more intersecting streets and building entrances or walk-up windows.
- ☐ Mobile food vendor units shall only be located on private property if the private property owner has provided both the business operator and the City written permission for the mobile food vendor unit to locate on said property.
- ☐ No mobile food vendor unit shall locate within a two block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works.
- ☐ No mobile food vendor unit shall park on City property in violation of any City parking regulation, restriction, or ordinance. For example, if parking at one, or multiple, parking meters, the operator of the mobile food vendor unit shall feed all relevant parking meters with the required monetary amount.
- ☐ No mobile food vendor unit shall be located in a manner which would significantly impede or prevent the use of any City of Terre Haute property, or which would endanger the safety or property of the public.
- ☐ No mobile food vendor unit shall be located within fifteen feet of any fire hydrant.
- ☐ Mobile food vendor units shall operate only in areas that are designated as commercially zoned unless provided approval pursuant to Terre Haute City Code Section 4-380(a).
- ☐ No mobile food vendor operating on private property shall displace required parking or landscaping nor block any drives, parking access aisles, fire lanes, sidewalks, or accessible routes required for the private parking by the City's zoning code.
- ☐ No mobile food vendor unit shall be located more than one foot away from the curb of the street on which it is parked.

- ☐ No mobile food vendor unit shall park near an intersection and in a manner that blocks the line-of-sight of drivers using adjacent roadways.

I, the undersigned, understand that if I locate my mobile vendor unit in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Section 4-348 of the Terre Haute City Code.

Vendor:

Name: _____

Signature: _____

Date: _____

Special Event Consent

This letter authorizes _____, to conduct solicitation
(Name of mobile vendor)
within the two-block radius restriction of the following Special Event:

_____.
(Name of Special Event)

This consent shall run concurrent with the Mobile Vendor's License issued by the City of Terre Haute, unless revoked as described herein. If at any time the license expires or is revoked by the City of Terre Haute, this consent shall be void. The mobile vendor is required to comply with all applicable sections of the Terre Haute City Code, Vigo County Code, and Indiana State Code. Failure to do so will cause the license for said location to be revoked.

I understand that if I revoke this Letter of Consent I must do so in writing and must supply a copy of said revocation to the City of Terre Haute Controller's Office

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Special Event Representative:

Name: _____

Signature: _____

Date: _____

Telephone Number: _____

Mobil Vendor:

Name: _____

Signature: _____

Date: _____

Telephone Number: _____

Standard of Conduct Agreement

Terre Haute City Code Section 4-382 provides Standards of Conduct for all Mobile Vendor Units. This Agreement provides a list of said Standards of Conduct. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not conduct business in a manner that would violate any of the Standards of Conduct noted below:

- ☐ Mobile food vendor unit operators shall conduct themselves at all times in an orderly and lawful manner, and shall not make, or cause to be made, any unreasonable noise of such volume as to be in violation of the City of Terre Haute Noise Ordinance as stated in Sections 6-163 and 6-164 of the Terre Haute City Code
- ☐ A device may not be used which would amplify sounds nor may attention be drawn to the mobile food vendor unit by an aural means or a light-producing device (examples of such devices may include, but are not meant to be limited to the following: bull horns and strobe lights
- ☐ No mobile food vendor unit may be permanently or temporarily affixed to any object, including but not limited to buildings, trees, telephone phones, streetlight poles, traffic signal poles or fire hydrants
- ☐ No mobile food vendor unit may be used to advertise any product which is not authorized to be sold from that unit
- ☐ No mobile food vendor unit may make use of any public or private utility while in operation
- ☐ Each mobile food vendor unit shall protect against littering and shall have both an adequate trash receptacle and a separate receptacle for recyclable materials:
    - The trash and recyclable receptacles shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time;
    - The trash and recyclable receptacles on the mobile food vendor unit shall not be emptied into trash or recyclable receptacles owned by the City of Terre Haute;
    - Liquid from the mobile food vendor unit shall not be discharged on or in a City sewer or drain or elsewhere on City property, nor on private property without the express written consent of the owner thereof;
    - Before leaving any location each mobile food vendor unit shall first pick up, remove and dispose of all trash, refuse and/or recyclable materials, including products spilled on the ground within twenty feet of the mobile food vendor unit.
- ☐ No mobile food vendor unit shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance
- ☐ Each mobile food vendor unit shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred; and the body of the vehicle shall be in reasonable condition.
- ☐ Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food or beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk

- ☐ Mobile food vendor units which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
    - Be placed approximately 20 feet from a building or structure;
    - Provide a barrier between the grill or device and the general public;
    - The spark, flame or fire shall not exceed 12 inches in height;
    - A fire extinguisher shall be within reaching distance of the mobile food vendor unit operator at all times;
- ☐ Mobile food vendor unit operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out inside of the City's jurisdictional limits, including, where possible, the removal of the mobile food vendor unit and cessation of such sales
- ☐ No mobile food vendor unit shall ever be left unattended
- ☐ Mobile food vendor units shall not be stored, parked or left overnight on any City property unless parked legally and not in operation
- ☐ All mobile food vendor unit operators are required to collect and pay all applicable and appropriate sales taxes
- ☐ No mobile food vendor shall provide customer seating unless approval has been provided by the City's Board of Public Works.
- ☐ No mobile food vendor shall have a drive-thru

I, the undersigned, understand that if I conduct business in violation of any the above described standards of conduct, or any other portions of Terre Haute City Code, that I subject myself to fines and possible revocation of my Mobile Vendor Unit License.

Vendor:

Name: _____

Signature: _____

Date: _____