

## TOWN OF SHERIDAN

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506 South Main Street,  
Sheridan, IN 46069

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### **Standard of Conduct Agreement**

The Town of Sheridan Municipal Code provides Standards of Conduct for all Mobile Food Vendors. This Agreement provides a list of said Standards of Conduct. All signatories to this Agreement are required to review this Agreement prior to signing.

As a licensed Mobile Food Vendor, I understand 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, including noise of such volume as to be in violation of any applicable noise ordinance;
- 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 poles, 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;
- Each mobile food vendor unit shall be limited to one sandwich board sign that meets the provisions of any applicable ordinances regardless of the zoning district in which it locates;
- No mobile food vendor unit may make use of any public or private electrical outlet 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 Town;
  - Liquid from the mobile food vendor unit shall not be discharged on or in a Town 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;
- 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 Town'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 Town property;
- All mobile food vendor units which are shall install an approved grease interceptor or grease trap. Foods, oils and greases shall never be discharged into the Town's sewer or storm drains;
- 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 Town Council;
- All mobile food vendors shall comply with applicable lighting standards in the Town's Municipal Code;
- No mobile food vendor shall have a drive-thru; and
- The decibels of any generator(s) associated with a mobile food vendor unit shall not exceed "70dBA".
  - Such noise measurement shall be made at a height of at least four feet above the ground and at a point approximately 25 feet away from where the noise is being emitted on a sound level meter operated on the "A" weighting network (scale).
  - No person other than the operators shall be within 25 feet of the sound level meter during the sample period.

- Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
- The sound level measurement shall be determined as follows:
  - Calibrate the sound level meter within one hour before use.
  - Set the sound level meter on the "A" weighted network at slow response.
  - Set the omnidirectional microphone in an approximately 70-degree position in a location which complies with subsections (1) and (2) herein. The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.
  - Recalibrate the sound level meter after use.
- It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurement.
- **I, the undersigned, understand that if I conduct business in violation of any of the above described standards of conduct that I subject myself to fines and possible revocation of my License.**

**Vendor:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_