



Mobile Food Vendor License Application

Applicant Information (Must be a local representative.)

Name: _____

Title/Position: _____

Address: _____

City/State/Zip: _____

Email Address: _____

Phone Number: _____

Company/Business Information

Name of Business: _____

Business Address: _____

Business City/State/Zip: _____

Phone Number: _____

Website: _____

Please provide a list of Company/Business Officers, including names, addresses, telephone number and email addresses. Please use a separate sheet if you need more space to respond.

Name	Address	Telephone Number	Email
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Date and State of Incorporation: _____

If the business was not incorporated in Indiana, please provide the date the business was qualified to transact business in Indiana: _____

Has this company/business had a similar license from the Town of Sheridan? Yes No

Was the license revoked? Yes No

If yes, please provide an explanation as to why:

General Operation Details

Planned hours of operation: _____

Location(s) of operation (please attach writing permission from each property owner):

Property Owner

Address

Product to be sold: _____

Power source: _____

Attachments

Please use the list below to ensure you submit a complete application.

- Proof of Insurance with limits as established by the Town of Sheridan
- Copy of business registration with the Indiana Secretary of State
- Picture of equipment (including, but not limited to, the truck, trailer, generator, etc.)
- Town of Sheridan Release, Hold Harmless, and Indemnification Agreement (see below)
- Good Neighbor Agreement (see below)
- Fee (circle one):** \$350 for one (1) year, \$200 for six (6) months, \$ 150 for three (3) months, \$75 for one (1) month, \$50 for one (1) week, \$25 for 24 hours.

Town of Sheridan: Release, Hold-Harmless and Indemnification Agreement

The undersigned licensee (“Licensee”), in consideration of the issuance of a license by the Town of Sheridan, agrees to the following:

1. In exchange for the issuance of a license by the Town of Sheridan, Licensee releases, holds harmless, and forever indemnifies the Town of Sheridan and any and all Town employees, officers and agents from any claim or claims which may arise out of any incident connected with or in any way relate to the Licensee’s operation of a business that was licensed by the Town of Sheridan. This includes, but is not limited to claims for personal injury, death, property damage, and/or any other type of harm or injury.
2. Licensee shall defend, indemnify and hold harmless the Town of Sheridan and any and all Town employees, officers, and agent from and against any and all actions, costs, claims, suits, losses, expenses, and damages including but not limited to attorney’s fees and court costs arising out of Licensee’s operation of a business which has been licensed by the Town of Sheridan.
3. Licensee understands this release binds Licensee and Licensee’s spouse, heirs, executors, partners, co-owners, and administrators.

Licensee acknowledges that he/she/they have read this release and understand all its terms. Licensee signs this release voluntarily and with full knowledge of its significance.

Licensee Signature

Licensee Printed Name

Date

Town of Sheridan: Good Neighbor Agreement

The Town of Sheridan Unified Development Ordinance provides basic regulations for the operation of all Mobile Food Vendors. This agreement establishes a standard of conduct for such operations.

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:

- 1) Mobile Food Vendor operators shall conduct themselves at all times in an orderly and lawful manner and shall not make or cause to be made, an unreasonable noise, including noise of such volume as to be in violation of any applicable nuisance or noise ordinance.
- 2) 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.
- 3) Each Mobile Food Vendor shall be limited to signage as allowed in the Town of Sheridan UDO under Article 7.11 Sign Standards.
- 4) No Mobile Food Vendor unit may make use of any public or private electrical outlet while in operation.
- 5) Each Mobile Food Vendor shall protect against littering and shall have an adequate trash receptacle which shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time.
 - a. Trash shall not be emptied into Town receptacles.
 - b. Liquid from the Mobile Food Vendor unit shall not be discharged on or in a Town sewer or drain or elsewhere on city or private property without the express writing permission of the property owner.
- 6) Before leaving any location, the Mobile Food Vendor shall pick and remove all trash, including spilled products within twenty (20) feet of the Mobile Food Vendor unit.
- 7) No Mobile Food Vendor shall expose any pedestrian to any undue safety or health hazards, nor shall it be maintained so as to create a public nuisance.
- 8) Mobile Food Vendors which utilize a grill or devise that may result in a spark, flame or fire shall adhere to the following:
 - a. Be places twenty (20) feet from any building or structure;
 - b. Provide a barrier between the grill or device and the general public;
 - c. The spark, flame, or fire shall not exceed twelve (12) inches in height;
 - d. A fire extinguisher shall be within reaching distance of the Mobile Food Vendor operator at all times.
- 9) Mobile Food Vendor operators shall be required to obey the commands of law enforcement officer or fire officials with respect to the activity carried out, including where possible, the removal of the Mobile Food Vendor unit and cessation of sales.
- 10) No Mobile Food Vendor unit shall be left unattended.
- 11) No Mobile Food Vendor unit shall be left overnight on any Town property or road right-of-way.
- 12) No Mobile Food Vendor shall provide or allow any dining area.

Licensee Signature

Licensee Printed Name

Date

Unified Development Ordinance: Article 6.5 Mobile Food Vendor Units Regulations

A. **Applicability:** The provisions of this section apply to Mobile Food Vendor Units engaged in the business of cooking, preparing, and distributing food or beverage with or without charge upon or in public and private Property. This section does not apply to vehicles which dispense food and that move from place to place and are stationary in the same location for no more than 15 minutes at a time, such as ice cream trucks or food vending pushcarts and stands located on Sidewalks. Mobile Food Vendor Units shall comply with the following standards relating to their operation. Any vendor wishing to operate a Mobile Food Vendor Unit must first receive a Mobile Food Vendor Business License (“Business License”). Any failure to comply with these regulations may result in the revocation, suspension, or the Town not renewing the Business License.

B. Licenses and Permits:

1. Business License Required:

- a. It shall be unlawful for any person, including any religious, charitable, or nonprofit organization to operate a Mobile Food Vendor Unit within the Jurisdiction of the Plan Commission without a Business License unless otherwise exempted by these regulations.
- b. A separate Business License is required for each Mobile Food Vendor Unit.
- c. A Business License issued under this section shall expire after one year.
- d. Any Mobile Food Vendor Unit being operated without a valid Business License shall be deemed a public safety hazard and may be ticketed and impounded.
- e. Exemptions:
 - i. Mobile Food Vendor Units at events on public Property if they have a vendor agreement with the event coordinator.
 - ii. Mobile Food Vendor Units at events on Sheridan Parks' Property if they have a signed agreement with the Sheridan Parks Board.
- f. Proof of Insurance: Mobile Food Vendor Units shall provide proof of General Liability Insurance in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate prior to obtaining a Business License or entering into an agreement with the Sheridan Parks Board.

2. Temporary Use and Event Permit: Mobile Food Vendor Units shall not be required to obtain a Temporary Use and Event Permit.

3. Other Licenses Required: In addition to complying with the town's ordinances related to Mobile Food Vendor Units, the owner and operator of a Mobile Food Vendor Unit is responsible for applying for and obtaining all other necessary licenses required for the service of food and beverages, and the food truck itself must follow the motor vehicle laws of the State of Indiana.

C. Location:

1. A vendor shall not operate on private Property without first obtaining written consent to operate from the affected private Property Owner.
2. Mobile Food Vendor Units must operate at least 1,000 feet from permitted special event locations and the Farmer's Market location unless they have an agreement to operate at said event. A valid Mobile Food Vendor Unit permit does not allow operation at these excluded events or locations.
3. Mobile Food Vendor Units shall not interfere with or obstruct the free passage of pedestrians or vehicles along any Street, Sidewalk, road, or parking lot drive aisle or park within 20 feet of any intersection.

4. No Mobile Food Vendor Unit shall be parked on the Street overnight or left unattended and unsecured at any time food is kept in the Mobile Food Vendor Unit. Any Mobile Food Vendor Unit which is found to be unattended shall be considered a public safety hazard and may be ticketed and impounded.

D. Dining Area: No Mobile Food Vendor Unit shall provide or allow any dining area, including but not limited to tables, chairs, booths, bar stools, benches, and stand-up counters, unless a proposal for such seating arrangements is submitted with the permit application and the Use is located on private Property.

E. Waste: All Mobile Food Vendor Unit vendors shall offer a waste container for public use which the vendor shall empty at its own expense. All trash and garbage originating from the operation of Mobile Food Vendor Units shall be collected and disposed of off-site by the operators each day. Spills of food or food by-products shall be cleaned up, and no dumping of gray water on any Street is allowed.

F. Power: Any power required for the Mobile Food Vendor Unit located on a public Right-of-way shall be self-contained and a Mobile Food Vendor Unit shall not use utilities drawn from the public Right-of-way. Mobile Food Vendor Units on private Property may use electrical power from the Property being occupied or an adjacent Property, but only when the Property Owner provides written consent to do so. All power sources must be self-contained. No power cable or equipment shall be extended at or across any Town Street, Alley, or Sidewalk.

G. Noise: No Mobile Food Vendor Unit shall make or cause to be made any unreasonable or excessive noise. The operation of all Mobile Food Vendor Units shall meet the Town noise ordinance, including generators. No loud music, other high Decibel sounds, horns, or amplified announcements are allowed.

H. Lighting: Mobile Food Vendor Units shall comply with the *Article 7.6 Lighting Standards*.*

I. Signage: Mobile Food Vendor Units shall comply with the *Article 7.11 Sign Standards*.*

*For additional information on these standards, please contact the Planning and Development Department.