

Village of Chauncey
Mobile Food Vendor
Application & Agreement

Contact Information

Contact Name _____

Business Name _____

Mailing Address _____

City _____ State _____ Zip _____

Phone _____ Email _____

Required Documents

Applications will not be processed if any document is excluded. Submit to the Village Administrator at Village Hall Monday-Friday 7AM-3PM 740-797-3201 or via email at chrisvillage@yahoo.com.

1. Proposed Menu (including price points)
2. Proof of Insurance (naming the Village of Chauncey as additionally insured)
3. Copy of Athens County Health Department Food Vendor License and copy of most recent inspection
4. Updated photograph of mobile food vehicle
5. Non-refundable application fee of **\$100**
6. Permit fee of **\$200**

Selection Process

A maximum of four (4) food vendors may be allowed on Village property for the purpose of selling food and refreshments at any one time. Being a permit holder does not guarantee an available space to vend on Village property. All spaces are first-come first-served. Any awarded permit may be revoked at any time if the following conditions are not met:

- a. Unsatisfactory inspection by the Athens City-County Health Department
- b. Failure to park in designated areas
- c. Failure to follow the rules of the property or requirements listed in this document.
- d. Substantiated complaints filed by members of the public that have been reviewed and deemed by Chauncey Village Council to be counter to the spirit or intent of the mobile vending program.

Terms & Conditions

_____ [Vendor Name] (“Vendor”) hereby agrees, as consideration for being accepted to participate in the Village of Chauncey mobile food vendor program, as follows:

1. Mobile Food Vendor Permit is valid for one calendar year and the fee is not prorated.
2. Vendor shall retain all revenue generated from Vendor sales.
3. Vendor shall procure and keep in force for the duration of this agreement a policy of commercial general liability insurance insuring Vendor, and Vendor’s participation in this program. Coverage amounts shall be maintained at no less than One Million Dollars (\$1,000,000) plus an additional amount sufficient to pay related defense costs and attorney fees. Such policies shall include coverages for contractual liability and products/completed operations liability. The limits of such insurance shall not limit the liability of Vendor hereunder.
4. Vendor shall be liable and responsible for all damages to persons or property caused by or arising out of the actions, obligations or omissions of Vendor or its employees, agents, subcontractors, or other persons acting under Vendor’s direction or control arising out of Vendor’s participation in this program. Vendor shall indemnify and hold harmless the Village and its elected and appointed officials, employees, agents and representatives (collectively, the “Indemnified Parties”) from any and all liability, claims, demands, actions, damages, losses, judgments, costs, or expenses, including, but not limited to, attorney fees, which may be made or brought or which may result against any of the Indemnified Parties as a result or on account of the actions or omissions of Vendor or its employees, agents or subcontractors, or other persons acting under Vendor’s direction or control, with respect to Vendor’s participation. Regardless of any written or oral statement to the contrary, in no event, instance or circumstance shall the Village indemnify or hold harmless Vendor.
5. Space assignments are on a first-come first-served basis each day. If all spaces are occupied by other permit holders, Vendor may not occupy any other non-designated space. Arrival may begin after 7:30 am.
6. If a space is taken on a particular day, it must be used. A space may not be occupied to prevent another vendor from using a space. All trailers, equipment, or any other item in the possession or ownership of the Vendor must be removed before dusk each day.
7. Vendor must supply water and electric to safely operate. No electric is available for use on site. Generators used for electricity must be in good working order and operated in a safe and reasonable manner and must comply with all applicable code requirements.
8. Vendor covenants and agrees it shall comply with all applicable federal, state and local laws, regulations and policies, including the following:
 - a. Vendor and its employees, agents and subcontractors shall, before, during, and after occupation of a space, adhere to all applicable policies and regulations regarding drugs, alcohol and workplace violence.
 - b. Vendor shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, sexual orientation, national origin, ethnicity, ancestry, age, gender identity or expression, mental or physical disability, or military veteran status. Vendor shall take affirmative action to ensure applicants are employed, and employees are treated fairly? during employment with regard to of race, religion, color, sex, sexual orientation, national origin, ethnicity, ancestry, age, gender identity or expression, mental or physical disability, or military veteran status.
 - c. Vendor shall comply with applicable provisions of the Americans with Disabilities act of 1990, as amended from time to time (ADA), and any other applicable federal regulation.
9. Vendor is responsible for reporting and submitting all applicable federal, state and local taxes.
10. Failure to comply with all Village ordinances or staff instructions or requests may be grounds for immediate revocation of permit.
11. Vendor assumes responsibility for any damages to Village of Chauncey, buildings, staff, volunteers, other vendors and the general public caused by Vendor or Vendor’s property. Vendor understands that neither the Village, including its Council and employees, nor sponsoring organizations or businesses bear any responsibility for any damages, theft, weather, or vandalism.
12. Vendor agrees to use only reusable or compostable service ware, containers and packaging. Vendors shall not use plastic bags, disposable decorations, or balloons.
13. Vendor agrees to all trash/waste removal resulting from the day’s business and shall not use Village waste containers.
14. In addition to the above, the Terms and Conditions include all information contained in the Food Vendor Application. Vendor’s violation of these Terms and Conditions may result in expulsion from the program.
15. This application form and terms and conditions are subject to change at any time.

Terms & Conditions

Vendor Authorized Signature

Date

Printed Name

For Village use only:

Was all required documentation submitted? Yes No

Is the application accepted or denied? Yes No

Reviewed by: _____ Date: _____