



CITY OF NORCROSS MOBILE FOOD VENDOR PERMIT APPLICATION

Community Development Department, 65 Lawrenceville Street, Norcross, Georgia 30071
Telephone: 678-421-2027 Facsimile: 770-242-0824 Inspections 770-448-7988

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Indemnification Agreement is entered into by _____ (hereinafter "APPLICANT") on the one hand, and the

City of Norcross, Georgia (hereinafter the "CITY") on the other hand, with APPLICANT and the CITY collectively referred to as the Parties.

WITNESSETH

WHEREAS, APPLICANT has applied for:

a one time mobile food vendor permit

an Annual mobile food vendor permit

(hereinafter the "Mobile Food Vendor Permit") pursuant to Article IX of Chapter 8 of the City of Norcross Code of Ordinances, and WHEREAS, Norcross City Code Sections 8-320 require the APPLICANT to execute an indemnity and hold harmless agreement prior to the issuance of any Mobile Food Vendor Permit and shall hold the CITY harmless against any claims, liability or judgments arising out of the APPLICANT's activities;

WHEREAS, the APPLICANT has agreed to defend, at its own expenses, and to indemnify and hold the CITY harmless from any and all claims, demands, liability, judgments or other causes of action arising from any of the activities associated with issuance of such Mobile Food Vendor Permit in exchange for payment for said permit according to the Community Development and Planning Department Fee Schedule in hand paid, the receipt and sufficiency of which is hereby acknowledged;

NOW THEREFORE, it is hereby agreed as follows:

(1) APPLICANT agrees to protect, defend (at its own sole expense), indemnify, and hold harmless the CITY, its elected officials, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons resulting from or arising out of any act or omission in connection with the issuance of the Mobile Food Vendor Permit and all of APPLICANT's Mobile Food Vendor Permit Activity in connection with such F Mobile Food Vendor Permit, whether caused by the APPLICANT or the APPLICANT's agents, servants, or employees, or by any of the APPLICANT's subcontractors or suppliers; and the APPLICANT shall indemnify and hold harmless the CITY and its elected officials, officers, agents and employees, past and present, from and against any and all loss and/or expense which they or either of them may suffer to pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, death and/or damage, irrespective of the CITY's negligence (except that the CITY shall not be indemnified for its own sole negligence); and

(2) APPLICANT further agrees to reimburse the CITY for any expenses, attorneys' fees, cost or other expenses incurred by the CITY in the enforcement of this Indemnification and Hold Harmless Agreement.

IN WITNESS WHEREOF, and in agreement herewith, I have hereunto set my hand as of the ____ day of _____, 2021.

FOR APPLICANT:

FOR THE CITY OF NORCROSS:

By: _____
Its: _____

Eric Johnson
City Manager

City of Norcross



Ownership Affidavit & Designation of Agent

I. Ownership.

I, _____, hereby attest to ownership of the property described below:

Parcel I.D. Number(s) _____

Location address: _____

_____ for which this Application is submitted.

The ownership, as recorded on the deed, is in the name of: _____

Please complete the appropriate section below:

NOTE: The person signing under section IV Acknowledgement, must be listed below as an officer or partner.

Individual

Corporation/Limited Liability Company (LLC)

Partnership

Government Entity

Provide Names of Officers/Members:

Provide Names of General Partners:

Secretary of State Registration Number: _____

Name/Address of Registered Agent: _____

II. Designation of Owner's Agent. (Leave blank if not applicable)

As the owner of the above designated property and the applicant for which this affidavit is submitted, I wish to designate the below named party as my agent in all matters pertaining to the location address. In authorizing the agent named below to represent me, or my company, I attest that the application is made in good faith and that any information contained in the application is accurate and complete to the best of my knowledge and belief. **(Note: Prior to the issuance of a building permit, the owner's agent must be the contractor listed on the permit application.)**

Owner's Agent: _____

Address: _____

Contact Person: _____ Telephone No.: _____

III. Notice to Owner.

A. All changes in Ownership & Applicant's Agent prior to issuance shall require new affidavit. If ownership changes the new owner assumes the obligations and the original applicant is released from responsibility for actions taken by others after the change in ownership.

B. If the Owner intends the Designation of Applicant's Agent to be limited in any manner, please indicate the limitation below. (i.e., Limited to obtaining a certificate of concurrency for the parcel; limited to obtaining a land use compliance certificate; etc.)

IV. Acknowledgement.

• **Individual**

Signature

Print Name: _____
 Address: _____

 Phone #: _____

• **Government Entity**

 Print Government Name

By: _____
Signature

Print Name: _____
 Title: _____
 Department: _____

• **Corporation/LLC**

 Print Corporation/LLC Name

By: _____
Signature

Print Name: _____
 Its: _____
 Address: _____

 Phone #: _____

• **Partnership**

 Print Partnership Name

By: _____
Signature

Print Name: _____
 Its: _____
 Address: _____

 Phone #: _____

NOTARY INFORMATION (Please use appropriate block.)

STATE OF GEORGIA
 COUNTY OF _____

• **Individual**

Before me, this _____ day of _____, 20____, personally appeared _____ who executed the foregoing instrument, and acknowledged before me that same was executed for the purposes therein expressed.

• **Government Entity**

Before me, this _____ day of _____, 20____, personally appeared _____ as _____ and on behalf of _____, who executed the foregoing instrument, and acknowledged before me that same was executed for the purposes therein expressed.

• **Corporation/LLC**

Before me, this _____ day of _____, 20____, personally appeared _____ of _____, a _____ **corporation/LLC**, on behalf of the corporation/LLC, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

• **Partnership**

Before me, this _____ day Of _____, 20____, personally appeared _____, partner/agent on behalf of _____, a **partnership**, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

NOTARY STAMP:

Signature of Notary

My commission expires: _____

Print Notary Name

Identification Method: _____ Personally known.
 _____ Produced I.D. – Type: _____



65 Lawrenceville St. NW, Norcross GA 30071 Tel: 678-421-2027

Mobile Food Vendor Application Checklist

All documents must be submitted through our online portal [ePlan Solutions](#)

<u>Application fees:</u>	
\$50 for a Three Consecutive Day Permit \$500: Annual Business/Property Owner Permit	
<u>Requirements</u>	
The following information shall be provided with each application for each Mobile Food Vendor Permit.	
<input type="checkbox"/>	<p>I. Mobile Food Vendor Application</p> <ul style="list-style-type: none"> <input type="checkbox"/> Name of the mobile food vendor. <input type="checkbox"/> Make, model and license plate number of vending unit when applicable. <input type="checkbox"/> Owner's contact information <input type="checkbox"/> Operator's contact information. <input type="checkbox"/> List of operating location and times including map detailing the position of the vehicle, and current zoning in said locations. <input type="checkbox"/> Signature of applicant indicating agreement to the listed requirements.
	<p>II. ID/DL – A form of identification must be submitted with the application</p>
<input type="checkbox"/>	<p>III. Owner's Affidavit – Notarized signatures from property owners on the approved City Form for such authorizations indicating consent for the use of their property.</p>
<input type="checkbox"/>	<p>IV. Health Department Certificate - Copy of approved permit from the county health department and fire safety certificate of inspection is required or in the case of a mobile pushcart, an approved permit from the Georgia Department of Agriculture.</p>
<input type="checkbox"/>	<p>V. Liability Insurance – All MFV shall maintain a \$1,000,000.00 liability insurance policy. Proof of current liability insurance, issued by an insurance company licensed to do business in the state, protecting the mobile food vendor, the public and the city from all claims for damage to property and bodily injury, including death, which may arise from operation under or in connection with the permit, shall be provided to the city as part of its permit application. If the mobile food vendor does not have insurance, the mobile food vendor may be under the umbrella of an existing business with the business' permission to do so. Such arrangement documentation shall be included with the application to the city</p>
<p>All requirements for Mobile Food Vendors shall be met and provided to the City of Norcross at least one week prior to each Mobile Food Vendor being on site for both annual and one-time permits.</p>	

Important Information for all Mobile Food Vendors to Know:

1. Except for ice cream trucks, no mobile food vendor shall conduct business or operate in public right-of-way except as part of a city-sponsored or sanctioned special event.
2. A mobile food vendor shall operate on any private property in conjunction with an approved temporary event sponsored by a local business or property owner and only with the prior notarized written consent of the owner.
3. A mobile food vendor shall not be allowed to park overnight on any private prop
4. A mobile food vendor shall not make sounds or announcements to call attention to the mobile food vehicle either while traveling on the public rights-of-way or when stationary unless the vendor is an ice cream truck as defined in this ordinance. At all times said mobile food vendor shall be in compliance with the city's noise ordinance.
5. The Permit under which a mobile food vendor is operating must be firmly attached and visible on the mobile food vendor at all times.
6. Any driver of a mobile food vendor motorized vehicle must possess a valid Georgia driver's license.
7. Mobile food vendors shall provide a diagram of the set up for all events showing locations of driveways, streets and sidewalks. No set ups are allowed within 10 feet of a residential driveway. Set up locations shall be subject to the approval of the Community Development Department.
8. A mobile food vendor shall not sell or offer to sell any goods, foods, products, or services except between the hours of operation for the local business sponsoring the event or the established and published hours for the special event in which the mobile vendor is participating, unless otherwise approved and extended by the city manager.
9. Vending structures shall not be left unattended or stored at any time on the open vending site when vending is not taking place or during restricted hours of operation.
10. No sale or offer for sale of ice cream, frozen milk, frozen dairy or ice confection products shall be made from a mobile food vendor known as an ice cream truck unless each side of the vehicle is marked, in letters and numbers at least three inches in height, with the name and address of the mobile food vendor licensee.
11. Mobile food vendors shall comply with all state, federal and local health and safety regulations and requirements and shall obtain and maintain any and all license and permits required by any other health organization or governmental organization having jurisdiction over this subject matter.
12. The following safety regulations shall apply to any and all motor vehicles operating under this article or used for mobile retail food establishments:
 - a. Every motor vehicle shall be equipped with a reverse gear signal alarm with a sound distinguishable from the surrounding noise level.
 - b. Every motor vehicle shall be equipped with two rear-vision mirrors, one at each side, firmly attached to the outside of the motor vehicle, and so located as to reflect to the driver a view of the highway to the rear, along both sides of the vehicle.
13. A mobile food vendor may only sell food and non-alcoholic beverage items.
14. A Waiver of the application fee may be requested at the time of application by the applicant if:
 - a. The event is a 501(c) non-profit event and proof is submitted thereof: or
 - b. The event is a city-sponsored event as determined by the city manager. However, all mobile food vendors must fill out an application form, execute an indemnification agreement, and provide the city with all necessary documentation required by the city.