Mobile Food Facility Vending Permit and Hosting Permit PROCESS GUIDE

Mobile food facilities benefit the community by providing additional fast food choices, and for brick-and-mortar restaurants to operate in different locations or markets. When operated at the invitation of a brewery or retail center, mobile food facilities draw customers that benefit these businesses. However, reasonable regulations are necessary to ensure that mobile food facilities operate in accordance with health, safety and traffic laws and parking requirements to protect the public's general welfare.

All mobile food facility vendors are required to obtain a vending permit (see attached examples).

Purpose

This process guide will assist mobile food facility vendors navigate the permitting process to obtain a Vending Permit to vend on private and public property, and within the public right-of-way, and will assist hosts (business or property owners) wanting to invite mobile food facilities on their property to obtain a Hosting Permit.

Summary of regulations for mobile food facility vendors:

- No alcoholic beverages or tobacco products shall be served or sold
- Music or other noise shall not exceed noise regulations
- A condiment table, four belly bars, eight chairs, and one 10' x 10' pop-up canopy are allowed for each mobile food facility
- No detached benches, heaters, generators, and electrical cords, exterior hoses, and tents
- Vending within 500 feet of a residential zone is allowed only between 7 a.m. and 10 p.m. weekdays and between 8 a.m. and 10 p.m. weekends
- Cannot occupy more than 25 percent of paved area on the property
- No impact on-site parking or reduce the number of parking spaces
- Sales from the curbside only - except when parked in diagonal spaces
- No parking on a public street within 500 feet of any school between 7:00 a.m. and 5:00 p.m.
- Mobile food facility employees shall have access to restrooms on private property

Please review Chula Vista Municipal Code (CVMC) 19.58.440 to get familiar with the regulations.

Location prohibitions (no vending)

- On undeveloped lots
- On lots where no primary use/business is established or conducting business
- Gas stations
- Not within 30 feet of an intersection when vending in the public-right-of-way

Vending Permit application submittal requirements (for each location)

- A completed application
- A Business License
- A valid Driver's License
- Proof of Insurance
- A Commissary Agreement
- A County Health Department Permit
- A letter of authorization from an authorized person allowing use of on-site restrooms
- An Indemnification Agreement
- Proof of Chula Vista Additional Insured
- Permit fee

Hosting Permit application submittal requirements

- A completed application
- A Site Plan
- An Indemnification Agreement
- A valid business license
- Permit fee

Permit Fees

- Vending Permit $135 (for each vending location)
- Hosting Permit $250

Preparing a Site Plan (Hosting Permit)

Attached to the application form are two sample Site Plans (one for a corner lot and one for an interior lot). These are for your use to show the location of the building footprint, mobile food facility vehicle(s), set-up, and signage. Choose which Site Plan meets your location needs and mark where all items of the vending activity will be located. Site Plans will be used by City staff to verify in the field.

Note: **Staff will review and approve the application when it is deemed complete. Incomplete applications will not be accepted for processing.*
**In addition to the regulations found in the Mobile Food Facility Ordinance, vending/hosting activities are subject to all applicable Municipal Code regulations.*

276 Fourth Avenue | Chula Vista | California | 91910 | (619) 691.5101

CITY OF CHULA VISTA

Development Services Department
Planning Division | Development Processing

Mobile Food Facility Vending Permit and Hosting Permit APPLICATION

Applying for: ◯ Vending Permit ◯ Hosting Permit

Applicant Information

Name: _____ Phone: _____
Address: _____ City/State: _____ Zip Code: _____
Email: _____
Business Name: _____ Website: _____
Vending Address: _____

Required Application Submittal Documents

VENDOR

- ☐ **County Health Department Permit**
- ☐ **Commissary Agreement**
- ☐ **Chula Vista Additional Insured (attached)**
- ☐ **Indemnification Agreement (attached)**
- ☐ **Valid Driver's License**
- ☐ **Proof of Insurance**
- ☐ **Letter of Authorization (restroom use)**
- ☐ **Business License #**

HOST

- ☐ **Site Plan (show set-up location)**
- ☐ **Business License #**
- ☐ **Indemnification Agreement (attached)**

Mobile Food Facility Set-up (mark only if included)

☐ **Canopy (One 10'x10')** ☐ **Belly bars (4 maximum)** ☐ **Condiment table**
☐ **Chairs (8 maximum)** _____ **Number of A-Frame Signs**

Applicant Name: _____ Signature _____

Property Owner Name: _____ Signature _____
or Authorizing Person

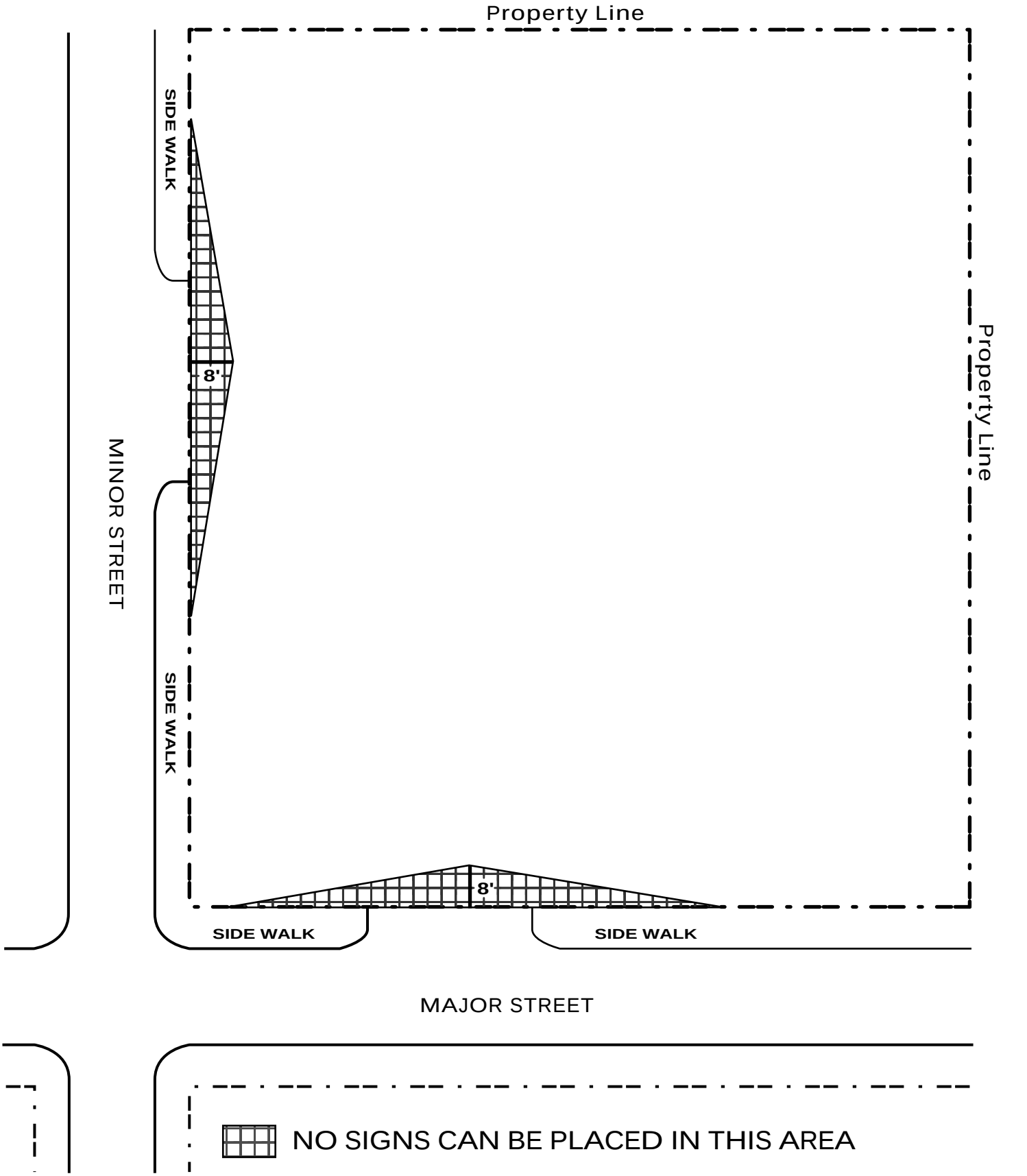
FOR STAFF USE ONLY

Assessor's Parcel # _____ Property's existing primary use _____
☐ Private ☐ Public ☐ Right of Way ☐ Active Code Enforcement Case
Permit #: _____ Staff: _____ Date Applied: _____ Approved: ☐ Yes ☐ No

276 Fourth Avenue | Chula Vista | California | 91910 | (619) 691.5101

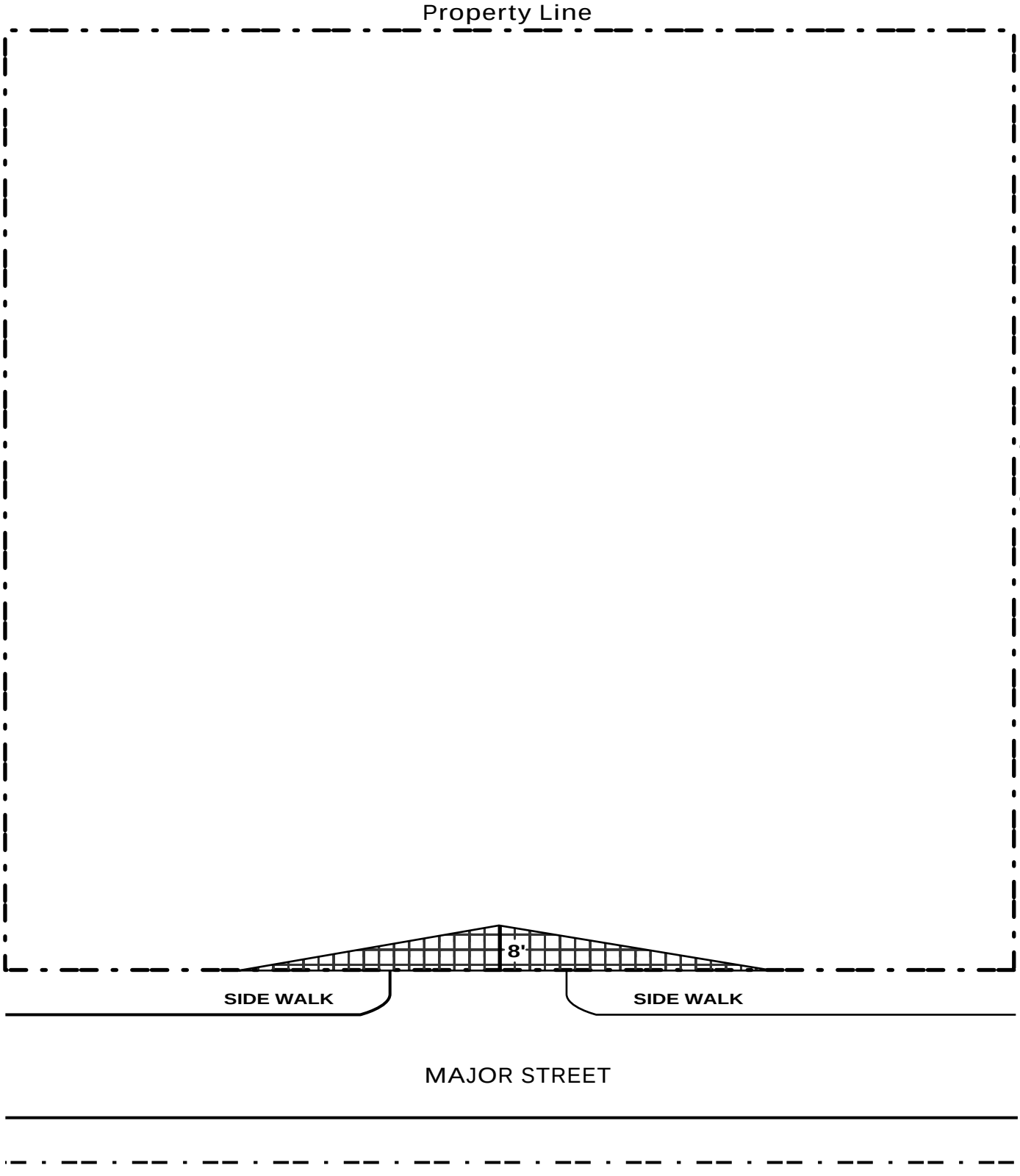
SITE PLAN (CORNER LOT)

SHOW LOCATION OF FOOD TRUCK & SIGNS



SITE PLAN (INTERIOR LOT)

SHOW LOCATION OF FOOD TRUCK & SIGNS



NO SIGNS CAN BE PLACED IN THIS AREA

NORTH

CITY OF
CHULA VISTA

INDEMNIFICATION AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 20__, (Effective Date) among the City of Chula Vista, a charter municipal corporation of the State of California (City), and _____ (Vendor)(Host).

I. HOLD HARMLESS, INDEMNITY AND DEFENSE

Vendor/Host, for performing Food Truck Services (Services) within the City, does hereby agree to protect, defend, indemnify and hold harmless City, its elected and appointed officers, agents, employees and volunteers (collectively, "Indemnified Parties"), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys' fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Vendor/Host, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Services or this agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses arising from the sole negligence or willful misconduct of the Indemnified Parties. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the Vendor/Host, its employees, agents or officers, or any third party.

II. COSTS OF DEFENSE AND AWARD

Vendor/Host acknowledges and agrees that it is Vendor's/Host's obligation to defend, at Vendor's/Host's own cost, expense and risk, any and all suits, actions or other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties. Vendor/Host further acknowledges and agrees that Vendor/Host shall pay and satisfy any judgment, award or decree that may be rendered against one or more of the Indemnified Parties for any and all related legal expenses and costs incurred by any of them.

III. VENDOR OBLIGATIONS NOT LIMITED OR MODIFIED

Vendor/Host acknowledges and agrees that Vendor/Host shall not be limited to insurance proceeds, if any, received by the Indemnified Parties, or by any prior or subsequent declaration by Vendor/Host. Vendor/Host further acknowledges and agrees that Vendor/Host shall in no way limit, modify or excuse any of Vendor's/Host's other obligations or duties under this agreement.

IV. ENFORCEMENT COSTS

Vendor/Host acknowledges and agrees to pay any and all costs City incurs in enforcing Vendor's/Host's obligations hereunder.

V. SURVIVAL

Vendor/Host acknowledges and agrees that Vendor's/Host's obligations hereunder shall survive any termination of this agreement.

IN WITNESS WHEREOF, by executing this agreement where indicated below, City and Vendor/Host, for valuable consideration, agree that they have read and understood all terms and conditions of the agreement, that they fully agree and consent to be bound by the same, and that they are freely entering into this agreement as of the Effective Date.

VENDOR/HOST

By: _____
Signature

_____
Print Signatory Name

_____
Print Signatory Title

_____
Print Signatory Telephone Number

_____
Print Signatory Email Address

_____

_____

_____

_____
Print Signatory Address

CITY OF CHULA VISTA

By: _____
for Tiffany Allen
City Manager

Approved as to Form

By: _____
for Marco Verdugo
City Attorney

CITY OF
CHULA VISTA

INSURANCE REQUIREMENT

Date: _____

SECTION 1

Owner: _____ Operator _____
Address: _____ Address: _____
City: _____ State: _____ City: _____ State: _____
Telephone No: _____ Telephone No: _____
Email: _____ Email: _____

Business/Food Truck Name: _____
Food Truck Vehicle License Plate Number: _____
State of Food Truck Vehicle License: _____

SECTION 2

Documentation, as stated below must be submitted with the Permit Application:

a) Insurance Requirements:

Type of Insurance	**Minimum Amount**	**Form**
General Liability: Including products and completed operations, personal and advertising injury	$2,000,000 per occurrence for bodily injury, personal injury (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this Agreement or the general aggregate limit must be twice the required occurrence limit Additional Insured Endorsement or Blanket AI Endorsement for City* Waiver of Recovery Endorsement	Insurance Services Office Form CG 00 01 **Must be primary and must not exclude Products/Completed Operations*
Automobile Liability	$1,000,000 per accident for bodily injury, including death, and property damage	Insurance Services Office Form CA 00 01 Code 1-Any Auto Code 8-Hired Code 9-Non Owned
Workers' Compensation Employer's Liability	$1,000,000 each accident $1,000,000 disease policy limit $1,000,000 disease each employee Waiver of Recovery Endorsement	

b) Proof of Insurance.

c) City of Chula Vista Additional Insured Endorsement.

d) Hold Harmless, Indemnity & Defense Agreement (form attached).

e) County of San Diego Health Permit.

f) City of Chula Vista Business Tax Certificate/Receipt/License.

g) Valid Driver's License.

h) Commissary Agreement.

i) If Operating on Private Property, Private Property Operating Agreement & Operation Site Map.

j) If Stopped and Vending for Greater than 1-hour, Written Agreement with a Responsible Party Authorizing Food Truck Employees to use Toilet and Handwashing Facilities Onsite.

SECTION 3

PLEASE READ THE FOLLOWING STATEMENT AND SIGN BELOW:

I affirm that all information that I have provided is true and correct. I further acknowledge that I will be subject to all penalties prescribed by law for providing any false information to the City. I understand that the requested permit, if approved, will be issued to the Mobile Food Facility/Food Truck Owner/Operator subject to applicable fees payable to the City of Chula Vista. Ialso understand that these conditions will be made part of this Permit.

Food Truck Owner _____

Print Name: _____ Signature _____

Food Truck Operator _____

Print Name: _____ Signature _____

Submit completed notarized Application, Application Fee and Documents listed in Section 2 to:

City of Chula Vista
_____ Department
Attn: _____
276 Fourth Avenue
Chula Vista, CA 91910

All Purpose Acknowledgemen

A notary public or other officer complteting this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ (Insert Date) before me, _____ (Insert Name and Title of the Officer), personally appeared _____ (Name of Signor), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are suscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. _____

WITNESS my hand and official seal. _____

Signature (Seal)