

Private Property Mobile Food Vending Permit



Planning Office
City of Monterey

What Is a Private Property Mobile Food Vending Permit?

A permit allowing you to sell food and beverages from a motorized vehicle or trailer on private property. This permit allows you to sell for a maximum of two hours. A second permit in addition to this vending permit is needed for operations in excess of two hours. Please contact the Planning Office for additional information (831-646-3885).

How Do I Apply for the Permit?

To start operating your mobile food vending vehicle in the City of Monterey, you need:

- Vending permit** issued by City of Monterey Planning Office (phone: 831-646-3885),
570 Pacific Street, Monterey, CA 93940
 - ✓ Completed vending permit application form with filing fee
 - ✓ Color photographs of motorized vehicle or trailer
 - ✓ Vehicle Identification Number (VIN)
- Business license** issued by City of Monterey Revenue Office (phone: 831-646-3944),
735 Pacific Street, Monterey, CA 93940
 - ✓ Completed business license application form with filing fee
- Health permit** issued by Monterey County Department of Health (phone: 831-755-4505),
1270 Natividad Road, Salinas, CA 93906
 - ✓ Completed health permit application form with filing fee

Once complete, bring or mail the vending permit application and health permit to the City of Monterey Planning Office:

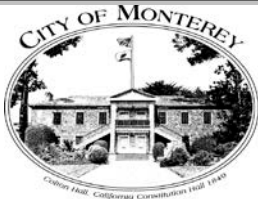
City of Monterey Planning Office
570 Pacific Street
Monterey, CA 93940
(831) 646-3885

What Does the Permit Allow Me to Do?

Sell from 8:00 a.m. to 8:00 p.m. Operate only from the private property location approved in the permit.

How Long Does It Take to Get the Permit?

For vending permit only: If all information is complete, the approval can be processed within a day.
For additional permit, allowing operations in excess of two hours: Approximately 4-5 weeks.



**City of Monterey
Planning Office
Private Property Mobile
Food Vending Permit**

**City of Monterey
PLANNING OFFICE
City Hall
Monterey, CA 93940
(831) 646-3885
Fax: (831) 646-3408**

Applicant Information

Applicant Name: _____
Business Name: _____ **Email Address:** _____
Phone #: (____) _____ **Cell Phone #:** (____) _____
Applicant's Street Address: _____
City: _____ **State:** _____ **Zip:** _____

Vehicle Information

VIN number: _____ **Health Department Permit Number:** _____
(Provide Copy of Permit)
Description of Food Vending Vehicle: _____ (Truck/Van/Trailer?)
Measurements: Length _____ **Width** _____ **Height** _____

I/we, _____, agree that my vendor permit will conform to all of the following conditions and that violation of these conditions may result in revocation of this permit:

Conditions

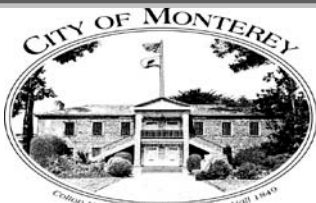
1. No mobile vendor shall display, sell, or exchange any item other than food and/or beverages within the City limits unless authorized by mobile food vendor permit obtained from the City.
2. Permitted hours of operation are from 8:00 a.m. to 8:00 p.m.
3. No mobile food vending vehicle shall operate in any City-owned parking lot or garage.
4. No mobile food vending vehicle shall operate from the right-of-way on Lighthouse Avenue within the limits of the City of Monterey.
5. No mobile food vending vehicle shall operate in yellow commercial loading/unloading zones or white passenger zones.
6. Vending shall not be permitted directly to persons in other vehicles or from other than the curbside of the vending vehicle when the vehicle is parked in the right-of-way.
7. Have written documentation of the property owner's authorization to operate on the property in their possession while operating in the City.
8. Not remain in any single location in excess of two hours in any 24-hour period without obtaining a conditional use permit or a temporary use or special event permit as provided in Chapter 38 of the Monterey City Code.
9. Confine the entire operation on the private property, including queuing of patrons.
10. Comply with all applicable food labeling requirements established by the State of California.
11. Provide garbage and recycling receptacles for immediate use by customers.
12. Pick up, remove and dispose of all garbage, refuse or litter consisting of foodstuffs, wrappers, and/or materials dispensed from the vending vehicle and any residue deposited on the street from the operation thereof, and otherwise maintain in a clean and debris-free condition the entire area within a 25-foot radius of the location where mobile food vending is occurring.

I/we further declare under penalty of perjury that the information contained in this Permit is true and correct to the best of my/our knowledge.

Applicant Signature

Date

To be completed by Planning Division Staff only:
Permit No.: _____
Date Received: _____ Expiration Date: _____
Tentative Approval by: _____



CITY OF MONTEREY
INDEMNIFICATION AGREEMENT

On _____ (date) an application was submitted to the Planning Office, on behalf of _____ (the Property Owner/Lessee). The project, which is the subject of the application, is described as _____ (the "Project") and is located at the following address _____.

1. The Property Owner/Lessee agrees, as part of the application, to defend, indemnify, and hold harmless the City and its agents, officers, attorneys and employees from any claim, action, or proceeding (collectively referred to as "proceeding") brought against the City or its agents, officers, attorneys or employees to attack, set aside, void, or annul:
 - a. Any approval of the above described application by City; and/or
 - b. An action taken to provide related environmental clearance under the California Environmental Quality Act (CEQA) by its advisory agencies, appeal boards, or City Council.

The indemnification is intended to include but not be limited to damages, fees and/or costs awarded against the City, if any, and cost of suit, attorney's fees, and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by the Property Owner/Lessee, the City, and/or the parties initiating or bringing such proceeding other than that arising from the City's or gross negligence, willful misconduct, or criminal action.

2. The Property Owner/Lessee agrees to indemnify the City for all of the City's costs, fees, and damages incurred in enforcing the indemnification provisions of this Agreement.
3. The Property Owner/Lessee agrees to defend, indemnify and hold harmless the City, its agents, officers, employees and attorneys for all costs incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending any document (such as an EIR, negative declaration, specific plan, or general plan amendment) if made necessary by said proceeding and if the applicant desires to pursue such approvals and/or clearances, after initiation of the proceeding, which are conditioned on the approval of these documents.
4. In the event that the Property Owner/Lessee is required to defend the City in connection with such proceeding the City shall retain the right to reasonably approve:
 - a. The counsel to so defend the City;
 - b. All significant decisions concerning the manner in which the defense is conducted; and
 - c. Any and all settlements, which approval shall not be unreasonably withheld.

The City shall also have the right not to participate in the defense, except that the City agrees to cooperate with the Property Owner/Lessee in the defense of the proceeding. If the City chooses to have counsel of its own defend any proceeding where the applicant has already retained counsel to defend the City in such matters, the fees and expenses of the counsel selected by the City shall be paid by the City. Notwithstanding the immediately preceding sentence, if the City Attorney's Office participates in the defense, all City Attorney fees and costs shall be paid by the Property Owner/Lessee.

5. The defense and indemnification of city set forth herein shall remain in full force and effect throughout all stages of litigation including appeals of any lower court judgments rendered in the proceeding.

Signature

Date