



# 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.



# Mobile Food Facility Vending Permit and Hosting Permit APPLICATION

Applying for:     Vending Permit     Hosting Permit

<b>Applicant Information</b>	
Name: _____	Phone: _____
Address: _____	City/State: _____ Zip Code: _____
Email: _____	
Business Name: _____	Website: _____
Vending Address: _____	

### Required Application Submittal Documents

VENDOR
<input type="checkbox"/> County Health Department Permit <input type="checkbox"/> Commissary Agreement <input type="checkbox"/> Chula Vista Additional Insured (attached) <input type="checkbox"/> Indemnification Agreement (attached) <input type="checkbox"/> Valid Driver's License <input type="checkbox"/> Proof of Insurance <input type="checkbox"/> Letter of Authorization (restroom use) <input type="checkbox"/> Business License #

HOST
<input type="checkbox"/> Site Plan (show set-up location) <input type="checkbox"/> Business License # <input type="checkbox"/> Indemnification Agreement (attached)

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

<input type="checkbox"/> Canopy (One 10'x10')	<input type="checkbox"/> Belly bars (4 maximum)	<input type="checkbox"/> Condiment table
<input type="checkbox"/> Chairs (8 maximum)	_____ Number of A-Frame Signs	

Applicant Name: \_\_\_\_\_

Signature \_\_\_\_\_

Property Owner Name: \_\_\_\_\_  
or Authorizing Person

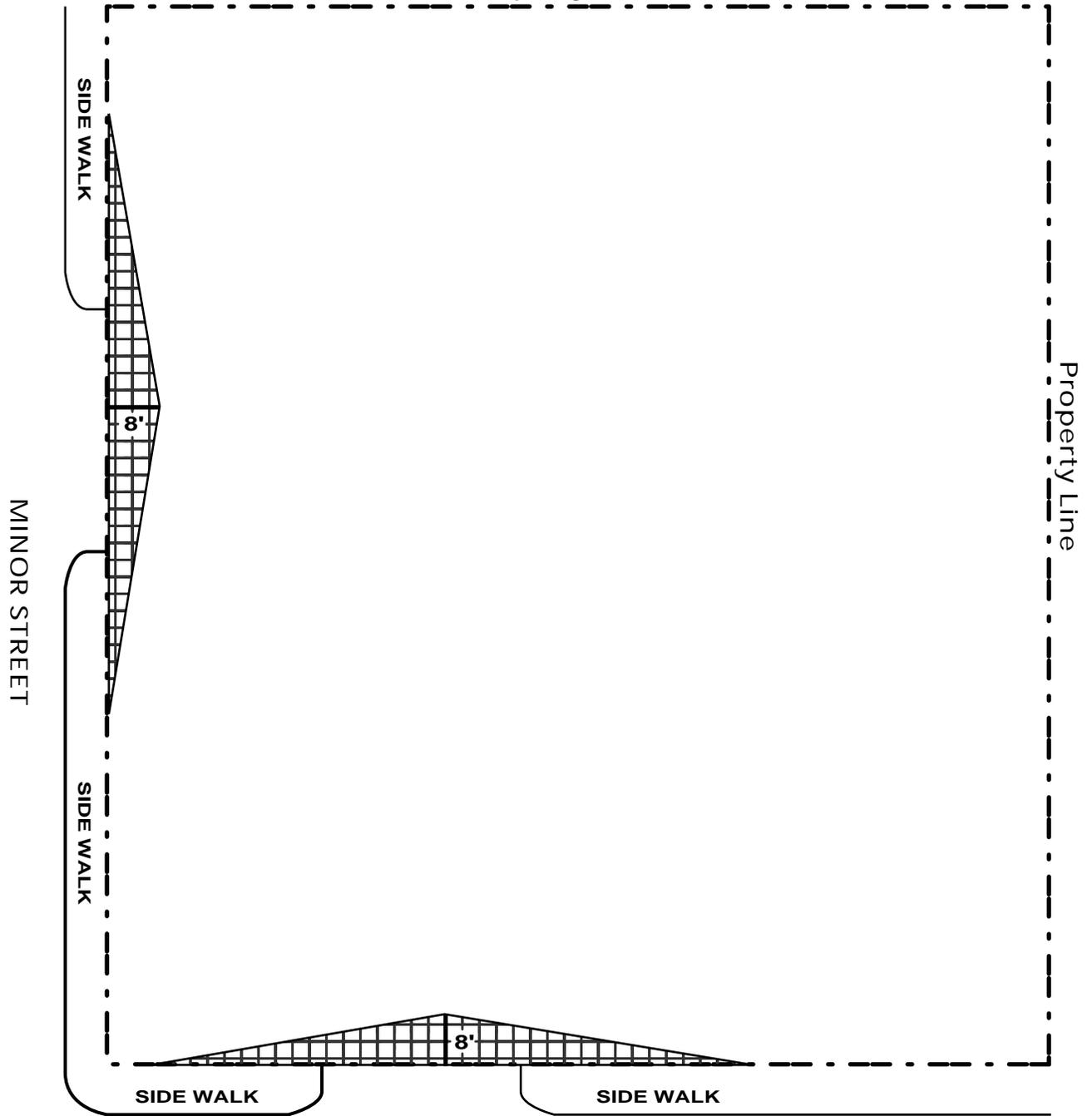
Signature \_\_\_\_\_

#### FOR STAFF USE ONLY

Assessor's Parcel # _____	Property's existing primary use _____
<input type="checkbox"/> Private <input type="checkbox"/> Public <input type="checkbox"/> Right of Way <input type="checkbox"/> Active Code Enforcement Case	
Permit #: _____ Staff: _____	Date Applied: _____ Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No

# SITE PLAN (CORNER LOT) SHOW LOCATION OF FOOD TRUCK & SIGNS

Property Line



MAJOR STREET



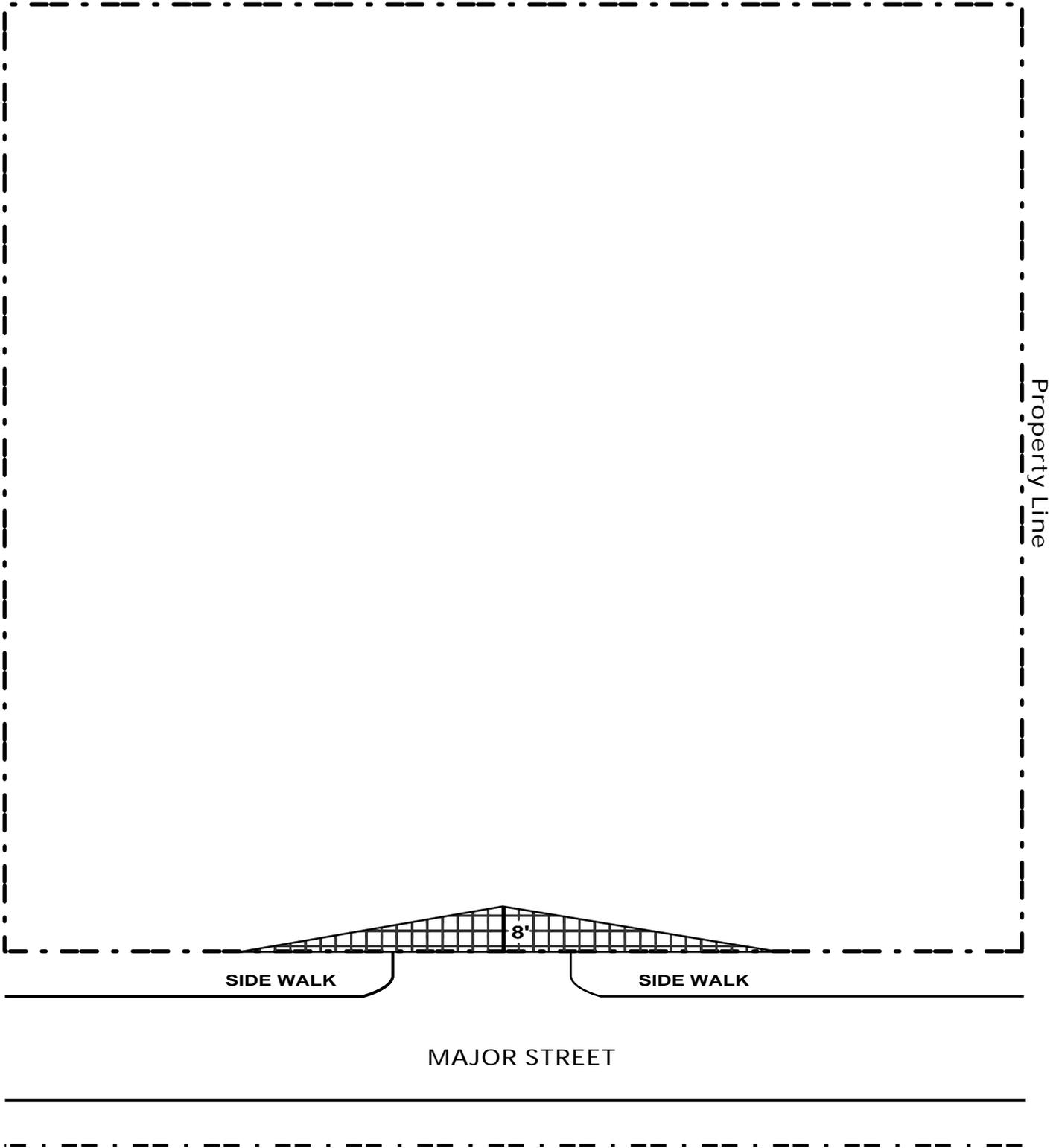
NO SIGNS CAN BE PLACED IN THIS AREA



NORTH

**SITE PLAN (INTERIOR LOT)  
SHOW LOCATION OF FOOD TRUCK & SIGNS**

Property Line



Property Line



NO SIGNS CAN BE PLACED IN THIS AREA



NORTH



## 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**

**CITY OF CHULA VISTA**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
*for* Maria V. Kachadoorian  
City Manager

\_\_\_\_\_  
Print Signatory Name

**Approved as to Form**

\_\_\_\_\_  
Print Signatory Title

By: \_\_\_\_\_  
*for* Marco Verdugo  
City Attorney

\_\_\_\_\_  
Print Signatory Telephone Number

\_\_\_\_\_  
Print Signatory Email Address

\_\_\_\_\_  
Print Signatory Address



- 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. I also 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 Acknowledgement*

A notary public or other officer completing 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 subscribed 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)