MOBILE FOOD VENDOR
PERMIT APPLICATION

City of New Port Richey
Development Department
City Hall, 5919 Main Street, 1st Floor
New Port Richey, FL 34652
Phone (727) 853-1039 * Fax (727) 853-1052

☐ $50 application fee per mobile food unit

THE APPLICATION IS SUBJECT TO THE PROVISIONS OF CHAPTER 13 OF NEW PORT RICHEY CITY CODE

Who must obtain this permit:
Any mobile food unit that remains in one location for more than fifteen (15) consecutive minutes, or is located in any part of the same four hundred (400) square foot area more than once in a twenty-four (24) hour period.

<table>
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<th>Applicant Information:</th>
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<tbody>
<tr>
<td>Applicant’s Name(s):</td>
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<td>Applicant's Address:</td>
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<tr>
<td>Applicant's E-mail Address:</td>
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<td>Primary contact: (This is to whom the City will send all communication regarding this application)</td>
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<td>Business Name under which the applicant will be operating:</td>
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<tr>
<td>Property Owner's Name (If operating on private property)</td>
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<td>Property Owner's Mailing Address:</td>
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| Describe food that will be sold or distributed: |
| License or Registration number of each vehicle that will be used under this permit (use extra paper if necessary): |
| Type of mobile food unit to be utilized (truck, cart, etc): |

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<th>Request:</th>
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<td>To operate on private property: ☐ YES ☐ NO</td>
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<tr>
<td>To operate on public property or public right-of-way: ☐ YES ☐ NO</td>
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<tr>
<td>Request for a Special Event only: ☐ YES</td>
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Application #__________________
Date Received:
**Location of All Possible Sites in City to Be Used This Year:**

- Except where a special event mobile food vendor license has been issued, stationary mobile food units shall not be operated on the same property for more than any part of three (3) consecutive days.

- Please list all sites that the food truck is expected to be for the remaining period of your license. This may be amended at any time.

- Please provide a site plan that depicts the location(s) of the mobile food unit and ancillary items, location of the business in reference to the site, the business main entry points and exit points into/out of the building, the layout of the parking lot with the handicap areas labeled, and the ingress and egress of traffic coming on to/ out of the site from each street access point with the street names labeled.

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**Attachments:**

- [ ] Florida State Department of Business and Professional Regulation Division of Hotels and Restaurants, or Florida Department of Agriculture, "License" for mobile vending.

- [ ] Photographs of all vehicles to be used

- [ ] Current city business tax receipt

- [ ] A signed hold-harmless agreement as per ordinance(see attached City form)

- [ ] Proof of insurance as per ordinance

- [ ] Property owner's approval (If operating on private property only)

- [ ] Site Plan location(s): a depiction of mobile food unit location and relevant information.
Authorization to Visit the Property:

Site visits to the property by City representatives are essential to process this application. The Owner/Applicant, as notarized below, hereby authorizes the City representatives to visit, photograph, and post notices on the property described in this application.

Authorization for Owner's Representative

I ________________, the owner, hereby authorize__________________________to act as my representative(s) in all matters pertaining to the processing and approval of this application, including modifying the project. I agree to be bound by all representations and agreements made by the designated representative.

Signature of Owner or Authorized Representative: _____________________________

Date: __________

Subscribed and sworn to before me this ______ day of ______, 20______

who is personally known to me and/or produced __________ as identification.

STATE OF FLORIDA, COUNTY OF PASCO

Notary Public ___________________________

My Commission Expires:______________

Applicant's Affidavit:

I ________________, the owner or authorized representative, have read and understand the contents of this application. The information contained in this application, attached exhibits and other information submitted is complete and in all aspects true and correct, to the best of my knowledge.

Signature of Owner or Authorized Representative: ________________________________

Date: __________

Subscribed and sworn to before me this ______ day of ______, 20______

who is personally known to me and/or produced __________ as identification.

STATE OF FLORIDA, COUNTY OF PASCO

Notary Public ___________________________

My Commission Expires:______________
REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (hereinafter the “Agreement”) is made and entered into this _____ day of ____________, __________ by and between the CITY OF NEW PORT RICHEY, FLORIDA, a municipality of the State of Florida, (hereinafter the “Grantor”) and _____________________, whose address is _____________________, New Port Richey, Florida 34652, (hereinafter the “Grantee”).

W I T N E S S E T H:

WHEREAS, Grantee wishes to use public roads, sidewalks and rights-of-way (hereinafter collectively “Licensed Premises”) for the conduct of mobile food vending;

WHEREAS, Grantor and Grantee desire to define, create and establish the rights and obligations of the parties with respect to Grantee's use of Public Property.

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, with the mutual covenants herein contained to be kept and performed, the parties agree as follows:

1. Recitals. The aforesaid recitals are true and accurate and are hereby incorporated by this reference.

2. Definitions. For purposes of this Agreement, the following terms are defined as follows:

A. The term “Application” shall be defined as the application for a mobile food vending permit submitted by Grantee to Grantor pursuant to City Code, as attached hereto as Exhibit “A” and incorporated herein by this reference.

B. The term “City Code” shall be defined as the municipal code of ordinances of the City of New Port Richey, Florida, as amended from time to time.

C. The term “City Manager” shall be defined as the City Manager of the City of New Port Richey, Florida, or his/her designee or designees.

D. The term “License” shall be defined as a revocable grant of a nonexclusive limited interest in the Licensed Premises entitling Grantee to a limited use or enjoyment of the Licensed Premises in accordance with the terms and conditions of this Agreement. Any License created pursuant to this Agreement is personal to the Grantee and shall not be deemed to constitute a covenant running with the land.

E. The term “Licensed Premises” shall be defined as that specific area of public property designated by Grantor and described on the sketch attached hereto as Exhibit “B” and incorporated herein by this reference. Grantee acknowledges that the Licensed
Premises may include parking area within an active public City street and right-of-way and that Grantor reserves the right to terminate this Agreement in order to restore the Licensed Premises to public use as part of a City street.

F. The term “Permittees” shall be defined as all customers, clients, invitees and guests of Grantee.

3. Grant of License.

A. Grantor hereby grants to Grantee for the benefit of Grantee, and its Permittees, a non-exclusive License for ingress and egress by pedestrian traffic over, across and upon the Licensed Premises, subject to the provisions contained within this Agreement and the City Code.

B. Grantor hereby grants to Grantee for the benefit of Grantee, and its Permittees, a non-exclusive License to use the Licensed Premises for the operation of a mobile food vending vehicle, as applicable to the approved permit, subject to the provisions contained within this Agreement and the City Code.

4. Term of License. The term of the License granted by this Agreement shall be for a period one (1) year and the License shall automatically expire at the conclusion of said period. The term may be extended by Grantor, within its sole and absolute discretion, for such term as Grantor may determine. Grantee hereby acknowledges the limited duration of the License granted herein and accepts the same.

5. Use of Licensed Premises. Grantor hereby expressly grants to Grantee, the right to use the Licensed Premises for mobile food vending and pedestrian ingress and egress; provided said activities do not unreasonably interfere with the rights otherwise granted by Grantor to others, and further provided that Grantee restores the property, and any improvements disturbed by such activities, to its former condition at the conclusion of each day.

Grantee shall be permitted to exercise its rights hereunder only to the extent specifically permitted by the City Code and only to the extent described in the Application. Nothing in this Agreement shall be deemed to create a property right for Grantee, or its assigns or successors in title, to the Licensed Premises or any other portion of Grantor owned property, nor to permit Grantee to extend the License any further than shown on Exhibit “B” attached hereto.

6. Permitted Improvements and Removals. No improvements to, or removal or relocation of items from, the Licensed Premises shall be undertaken by Grantee at any time.

7. Operation, Maintenance, Repair, Replacement and Removal. Grantor may order Grantee at any time, within Grantor’s sole and absolute discretion, to remove all items or equipment of any kind placed in the Licensed Premises, whether by Grantee or otherwise, for such period of time as Grantor desires.
8. **Condition of Licensed Premises.** Grantee hereby agrees to and shall be responsible for ensuring that the Licensed are kept in a clean and attractive condition and repair. Said duties shall include, but not be limited to, the removal of all garbage and rubbish on the Licensed Premises, as necessary and appropriate, as well as keeping the Licensed Premises in a clean and attractive condition at all times.

9. **Covenants Do Not Run With the Land.** None of the covenants, conditions, restrictions, rights, duties, obligations and licenses contained in this Agreement are intended to be covenants running with the land pursuant to applicable law, and none of the conditions, restrictions, rights, duties, obligations and licenses contained in this Agreement shall run with the land.

10. **Revocation of License.** Grantor may revoke the License granted hereunder at any time, in Grantor’s sole and absolute discretion, in the event (a) Grantor believes that Grantee is in default of its covenants, representations or obligations hereunder, (b) Grantor believes Grantee has failed, or is failing, to abide by the applicable provisions of the City Code (c) the Licensed Premises is no longer used for mobile food vending, (d) Grantee has used items or equipment not specifically described in the Application or in a manner other than that described in the Application as approved by City, or (e) Grantor desires or believes it needs to exert exclusive control of the Licensed Premises for any municipal purpose.

If any of the events described hereinabove in this paragraph occur at any time, the Grantee shall immediately (a) return the Licensed Premises to the condition in which it existed prior to the commencement of this Agreement, and (b) peaceably surrender the Licensed Premises to the Grantor. If Grantee fails to perform (a) or (b) upon notice to surrender the Licensed Premises to Grantor, then Grantor may pursue any one or more of the following remedies:

A. The right, but not the obligation, to cure any such default for the account of and at the expense of the Grantee; provided, however, that in the event of emergency conditions constituting default, Grantor, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, the Grantor shall have the right to perform any necessary work or furnish any necessary materials or services to cure the default;

B. Any and all remedies available at law or in equity, including without limitation injunctive relief, specific performance, or ejection;

C. All costs and expenses reasonably incurred by Grantor to cure a default by Grantee hereunder, together with interest thereon at the maximum rate allowed by applicable usury law, and all costs and expenses of any proceedings at law or in equity, including without limitation reasonable attorneys' and expert witness fees, expended in preparation and during any trial, any appeals process, or any bankruptcy proceeding, all of which shall be assessed against and paid by Grantee; and/or
D. An action against the Grantee and/or the Grantee’s Property pursuant to and in front of the City of New Port Richey Code Enforcement Special Magistrate or other code enforcement proceeding.

Notwithstanding the foregoing, Grantor may exert exclusive control of the Licensed Premises upon providing Grantee notice of the revocation of the License. In the event of an emergency requiring immediate revocation, however, Grantor shall have the right to revoke the License hereunder upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter.

11. **No Waiver.** No waiver by Grantor of any default by Grantee under this Agreement shall be effective or binding on Grantor unless made in writing by Grantor and no such waiver shall be implied from any omission by Grantor to take action in respect to such default. No express written waiver by Grantor of any default committed by Grantee shall affect any other default by Grantee or cover any other period of time other than the default and the period of time specified in such express waiver. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

12. **Insurance.**

A. Grantee agrees to secure and maintain public liability insurance coverage covering the Licensed Premises, Grantee's property, as legally described herein, and the right-of-way between said properties, in the amount of at least One Million and 00/100 Dollars ($1,000,000.00), against claims for bodily injury or death and property damage occurring thereon.

B. The policy evidencing such coverage shall: (i) name Grantor as an additional insured and insure the Grantor's contingent liability under this Agreement; (ii) be issued by an insurance company which is acceptable to Grantor and licensed to do business in the state of Florida and ruled A VII or better by A.M. Best Company; and (iii) provide that said insurance shall not be cancelled unless thirty (30) days prior written notice shall have been received by Grantor.

C. In the event the insurance coverage expires at any time, a renewal certificate shall be issued thirty (30) days prior to said expiration date. Said policy or policies, or certificates thereof, shall be delivered to, approved by, and on file with, the Grantor prior to commencement of this Agreement and upon each renewal of said insurance.

D. In the event Grantee fails to furnish such insurance, Grantor may obtain such necessary insurance policy and the premiums shall be paid by Grantee to Grantor upon demand. Grantor shall have the right to periodically raise required coverage limits as it deems necessary. Grantee agrees to waive its right of recovery against the Grantor.
to the extent that Grantee is covered or would have been covered by the property insurance coverage that it agreed to in the terms of this Agreement.

E. In addition to the foregoing, Grantee agrees to maintain workers compensation insurance at all time during the construction and installation of the improvements to be located on the Licensed Premises within the statutorily required limits.

13. **Indemnification.** Grantee shall indemnify and hold Grantor harmless from and against all claims, losses, damages, liabilities and expenses of any kind (including without limitation reasonable attorneys’ and expert witness fees and costs) relating to any and all accidents, injuries, loss or damage of or to any person or property using the Licensed Premises at any time, regardless of legal status, or arising from the negligent, intentional, or willful acts or omissions of Grantee, its contractors, employees, agents, invitees, guests, Permittees or others acting on behalf of, through or under Grantee. Grantee shall further indemnify and hold Grantor harmless from and against all fines, levies, claims, losses, damages, liabilities and expenses of any kind (including without limitation all attorneys’, expert witness and consulting fees and costs) which Grantor may incur, suffer, become liable for or which may be asserted or claimed against Grantor by any person or entity as a result of the use of the Licensed Premises by Grantee, its employees, agents, invitees, guests, Permittees or others.

14. **Captions.** The captions heading the various sections of this Agreement are for convenience and identification only, and shall not be deemed to limit or define the contents of their respective sections.

15. **Governing Law and Venue.** This Agreement shall be construed and enforced in all respects in accordance with the laws of the State of Florida, and the parties agree that venue for any action brought hereunder shall lie exclusively in the state and federal courts in and for Pasco County, Florida.

16. **Litigation.** In the event of litigation to enforce any part of this Agreement by either party, including without limitation the collection of any sums owed to Grantor by Grantee, the prevailing party shall be entitled to recover from the other party or parties, among other things, a reasonable attorneys’ fee (both at the trial and appellate levels), expert witness fees, consultant’s fees and costs.

17. **Severability.** Invalidation of any one of the covenants, conditions, restrictions, easements or other provisions herein contained by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, easements or provisions hereof, and the remaining provisions shall remain in full force and effect.

18. **Counterparts.** This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and all of which together shall constitute one and the same instrument.

19. **Time.** To the extent that performance is governed by time, time shall be deemed to be of the essence.
20. **Assignment.** This Agreement may not be assigned, transferred or conveyed without the prior written consent of the other party.

21. **Advice of Counsel.** Grantor and Grantee hereby acknowledge that each, if it so desired, had the ability to seek and receive the advice of counsel in connection with the meaning and import of each provision of this Agreement and each hereby enters into this Agreement with full understanding hereof.

22. **Effective Date of Agreement.** This Agreement shall take effect when executed by the appropriate corporate representative of Grantee, as well as the City Manager for the Grantor.

23. **Recording.** This Agreement shall NOT be recorded in the office of the Clerk of the Circuit Court of Pasco County, Florida or any other jurisdiction.

24. **Acknowledgement.** By execution of this Agreement the undersigned acknowledges full authority to bind Grantee to the terms of this Agreement.

**ATTEST:**

**GRANTOR:**

CITY OF NEW PORT RICHEY,
FLORIDA, a Florida municipal corporation

___________________________  By:_____________________________
Judy Meyers, City Clerk   Debbie L. Manns, as City Manager

**APPROVED AS TO LEGAL FORM AND CONTENT**

Timothy P. Driscoll, City Attorney

**GRANTEE:**

__________________________________
By:_______________________________
, as
EXHIBIT “A”

Application
EXHIBIT “B”

Description and Sketch of Licensed Premises