



MOBILE FOOD VENDOR PERMIT APPLICATION

Submittal Directions:

- 1. Complete this form and return to the Elkin Recreation Center.
- 2. By Mail: Elkin Recreation & Parks Department PO Box 345. Elkin NC 28621.
- 3. By e-mail: amccomb@elkinnc.org, kgarris@elkinnc.org
- 4. Fees must be paid with form. *(By email, an electronic invoice will be sent and form held until payment received.)*
- 5. If information is incomplete or spaces reserved the form and fee will be returned.
- 6. All spaces are leased on a first-come, first-serve basis.

Name of Vendor: _____

Make & Model of Unit: _____ License Plate Number: _____

Owner/Operator's Contact Information

Owner's Name: _____

Owner's Address: _____

Owner's Phone: _____ E-mail: _____

Social Media links: _____

(If Different from Owner)

Operator's Name: _____

Operator's Address: _____

Operator's Phone: _____ E-mail: _____

Social Media links: _____

Location preferred (Circle one): Elkin Municipal Park Crater Park

Month (Circle one): April May June July
 August September October November

Operational Conditions for all vendors (*Please initial each to show your intent to comply*)

- 1. Mobile unit is defined as an enclosed Food Truck or Trailer. Food may not be prepared in open-air or prepared/sold beneath a tent or other similar structure. _____
- 2. Mobile vending units shall be located at least 10 feet away from the nearest building, provided that a mobile vending unit may be located closer than ten feet to a building if the location has been approved in advance by the Elkin Fire Department. _____
- 3. Vendor shall only serve walk-up customers, not customers in a motor vehicle. _____
- 4. Vendors shall not broadcast music or loud advertisements. _____
- 5. Vendors shall not provide customer seating. _____
- 6. No signage allowed except signage affixed to the mobile vending unit identifying the vendors and menu/price information. _____
- 7. Vendor must display the current Town of Elkin Permit in a prominent location on the unit. _____

8. Only one vendor may locate at any location at one time and vendor will park in designated space unless a special event dictates another location. _____
9. Certain Park special events will not be eligible for food truck attendance (Additional fees may apply at Yadkin Valley Winefest, NC Trail Days, etc.) _____
10. Service windows must face away from public roads _____
11. Vendors must provide for adequate waste collection for their customers and shall remove the waste from the site as necessary without using public waster receptacles. _____
12. Vendors must operate in a safe, sanitary, and non-offensive manner. Complaints of unsafe conditions, excessive waste or noise (from patrons or machinery), or other disruptive conditions to neighboring owners or occupants will be investigated and your permit may be revoked and future permits denied. **If a permit is revoked, the permit fee will not be refunded.** _____
13. These items are required attachments with application: (Initial)
 - a. State Business License _____
 - b. Certificate of Insurance (*Minimum of \$1,000,000.00 liability insurance and Town of Elkin listed as additional insured.*) _____
 - c. Surry County Health Department Mobile Food Unit Permit _____
 - d. Photograph of Food Truck _____
 - e. Menu (Show Prices) _____
 - f. Spill Response Plan _____

Agreement: I hereby agree to conform to all applicable laws and regulations of the Town of Elkin, County of Surry and State of North Carolina (as may be applicable to my request), and certify that the above information and accompanying documents are complete, true and accurate to the best of my knowledge. I understand that a permit is valid for one month and location may be renewed on a first-come, first- serve basis.

Applicant Signature: _____ **Date:** _____

ACKNOWLEDGEMENT/ASSUMPTION OF RISK & WAIVER AND RELEASE OF LIABILITY AGREEMENT

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

I, _____ (“Vendor”), acknowledge that I will be utilizing grounds maintained by Town of Elkin Recreation & Parks Department and the Town of Elkin. (“Facility”):

I am aware of the COVID-19 pandemic and related governmental orders, directives and guidelines (collectively “directives”), including directives for frequent hand washing, social distancing and use of face masks in public locations. I am aware that this facility and the activity for which it is being used will be occurring in a public location during the COVID-19 pandemic. I am aware that I could be infected, seriously injured or even die due to COVID-19. I accept and voluntarily incur any and all risks or danger of bodily injury, death, property damage, loss, expense or harm which arise during or result from my use of the assigned facility/grounds, regardless of whether or not caused in whole or in part by the alleged or actual negligence of Town of Elkin, its officials, employees, representatives and volunteers.

I verify this statement by placing my initials here: _____

WAIVER AND RELEASE OF LIABILITY AGREEMENT

In consideration of permission granted by Town of Elkin Recreation & Parks Department (“Town”) and the use of its facility/grounds, I _____ (“Vendor”) represent, covenant and agree, on behalf of myself, my heirs, assigns, representatives, guardians, spouse, children, next of kin and any other person claiming by, under or through me, as follows:

1. I hereby waive and release any and all claims against the Town for any and all bodily injuries, death, property damages, losses, expenses or harm, whether known or unknown, which may arise during the use of town facility/grounds, regardless of whether or not caused in whole or in part by the alleged or actual negligence or other fault of the Town. I waive, release and forever discharge the Town from such bodily injuries, death, property damage, loss, expense or harm.

2. I agree to indemnify and hold the Town harmless from any and all claims, liabilities, damages, costs, losses, or expenses (including, but not limited to, reasonable attorney fees and other litigation cost and expense) incurred by the Town as the result of any claims, lawsuits or administrative authority that I or any third-party (or anyone claiming by, under or through me) may file against the Town to recover any and all liabilities, damages, costs, losses or expenses which arise during or result from my use of the town facility/grounds, regardless of whether or not caused in whole or in part by the alleged or actual negligence or other fault of the Town.
3. This Agreement is intended to be as broad and inclusive as permitted by the laws of the State of North Carolina and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
4. This agreement and its terms shall survive the cessation of my use of the facility/grounds.
5. If I have signed a separate general waiver of liability, hold harmless agreement, or related ("Document") connected to my participation in events at Town of Elkin Recreation & Parks Department maintained facilities, I agree that the terms of that document are wholly incorporated into this agreement and that the terms of this agreement are incorporated into that separate document.
6. I have carefully read and reviewed this Waiver and Release of Liability Agreement. I understand it fully, agree to its terms and execute it voluntarily.

VENDOR

Signature: _____ Print Name: _____ Date: _____

Fee: \$500 per month

-----**For Office Use Only**-----

Fee: \$500.00 _____ Month/Year _____ / _____

Additional: _____ Month/Year _____ / _____

Additional: _____ Month/Year _____ / _____

Mobile Food Unit Permit Status (circle one)

Approved

Approved with conditions: _____

Denied: _____

By: _____

Date: _____

Fwd. to other for review/information:

Police Dept.

Fire Dept.

Planning Dept.

Public Works

Administration



Mobile Food Unit Permit

Location: _____

Dates: _____

Vendor Signature: _____

Approved: _____ Date: _____

This permit must be displayed in a visible location on the vehicle at all times while on Town of Elkin premises.