



Mobile Service and Vendor Permit

Permit No. _____

Date Submitted : _____

Permit Fee: **Temporarily Waived**

City of American Canyon
4381 Broadway, Suite 201
American Canyon, CA 94503
(707) 647-4336 – Planning
(707) 643-2355 – Fax

Please complete the application and provide the materials required as listed in Section 19.37.040 of the City of American Canyon Zoning Ordinance. Submit the completed application and supporting materials to the Planning Division a **minimum of 10 business days** prior to the scheduled day of operation.

Business Name: _____ Contact Person: _____

Mailing Address: _____ Phone: _____

e-mail: _____ Business License # _____

Legal Property Owner Name: _____ Contact Person: _____

Property Owner Address: _____ Phone: _____

e-mail: _____

Address of proposed activity: _____ Vehicle Plate Number: _____

Brief Description of Services or Products: _____

Vendor Class: Class 1 (Ice Cream Truck) Class 2 (Food Truck) Class 3 (Other Mobile Vendor): Please apply for a Temporary Outdoor Promotion Permit

Date: _____ Hours of Operation: FROM _____ TO _____
 _____ FROM _____ TO _____
 _____ FROM _____ TO _____

I agree to comply with the standard conditions and special provisions attached to this application.

I hereby authorize the applicant referenced above to apply for a Mobile Service and Vendor Permit.

Applicant's Signature Date

Property Owner's Signature Date

CITY USE ONLY

Permit Application:

Permit Fee:

Planning Staff: _____ Date: _____

Director Approval: _____ Date: _____

Other Approvals Required:

- Napa County Environmental Health
- Building Permits
- Electrical Permits
- Encroachment Permit
- American Canyon Fire District
- Alcoholic Beverage Control
- _____

CITY USE ONLY

SPECIFIC CONDITIONS OF APPROVAL:

STANDARD CONDITIONS OF APPROVAL

1. The applicant shall defend, indemnify, and hold harmless the City of American Canyon ("City"), its elected officials, officers, employees, attorneys, representatives, boards, commissions, volunteers and agents from and against all claims, actions, including actions to arbitrate or mediate, damages, losses, judgments, liabilities, expenses and other costs, or proceedings against the City, its elected officials, officers, employees, attorneys, representatives, boards, commissions, volunteers, or agents to attack, modify, set aside, void, or annul an approval, conditional approval, permit, entitlement, environmental document, environmental clearance, mitigation plan, or any other document or any of the proceedings, acts, or determinations taken, done, or made prior to granting of such approval, conditional approval, permit, entitlement, environmental clearance, environmental document, mitigation plan, or other document, by the City, including, without limitation, an action against an advisory agency, appeal board, or legislative body within the applicable limitation period.

The obligation to defend, indemnify and hold the City harmless shall include the payment of all legal costs and attorney's fees (including a third party award of attorney's fees), arising out of, resulting from, or in connection with the City's act or acts leading up to and including approval of any environmental document or mitigation plan granting approvals to the applicant, incurred on behalf of, or by, the City, its elected officials, officers, employees, representatives, attorneys, boards, commissions, volunteers and agents in connection with the defense of any claim, action, or proceeding challenging the entire or a portion of an approval, conditional approval, permit, entitlement or any other document of any related claim.

The obligation to defend, indemnify, and hold the City harmless shall include, but not be limited to, the cost of preparation of any administrative record by the City, staff time, copying costs, court costs, or attorney's fees arising out of a suit or challenge contesting the adequacy of a permit, approval, conditional approval, entitlement, environmental document, mitigation plan, environmental clearance, or any other document or approval related to the applicant's project.

The City will promptly notify the applicant of any claim, action, or proceeding and will cooperate fully in the defense. If the City fails to promptly notify the applicant of any claim, action, or proceeding, or the City fails to cooperate fully in the defense, the applicant shall not be responsible to defend, indemnify, or hold harmless the City.

In the event a legal challenge to a City permit, approval, conditional approval, environmental document, environmental clearance, mitigation plan, entitlement or any other document, proceeding, determination, or action related to the applicant's project is successful, and an award of attorneys' fees is granted against the City, the applicant shall be responsible to timely pay the full amount of such an award.

2. The applicant is responsible for obtaining permits from applicable agencies, such as American Canyon Napa County Health; American Canyon Fire Protection District, etc. prior to commencement of mobile vending services or sales. Class 1 and Class 2 mobile vendor operators shall conspicuously display a food handling permit or other health permit as required by law inside each food vending vehicle.
3. Each operator shall conspicuous display a City of American Canyon business license inside each mobile vending vehicle.
4. All mobile service and vendor staff shall carry legal identification.
5. Every mobile vending vehicle shall permanently affix the name, address, and telephone number of the business on the left and right sides of the vehicle with four (4) inch letters that contrast in color to the vehicle paint.
6. Vending may not occur until the mobile vending vehicle has been brought to a complete stop and lawfully parked (Vehicle Code 22456).
7. A mobile vending vehicle may not be restocked while the vehicle is on any public or private street.
8. A mobile vending vehicle may not receive electrical power or other utilities from any public or private property.
9. All mobile vendors shall be equipped with refuse containers large enough to contain all trash and refuse generated by the operation of such vehicle. The operator of the mobile vending vehicle shall pick up all trash and refuse generated by the operator's vending during the time the vehicle is stopped, that is within not less than a fifty (50) foot radius of the vehicle, before the vehicle is moved, or throughout the day as necessary to maintain clean surroundings.

Violation of any condition as herein described is subject to the immediate closure and ceasing of operation of the event as may be necessary to protect the health, safety and welfare of the citizens of American Canyon.