



City of Byron  
232 W. Second St.-PO Box 916  
Byron IL 61010  
815-234-2762

For Office Use Only:

Date Paid: \_\_\_\_\_  
Total Due: \_\_\_\_\_  
Cash or Check #: \_\_\_\_\_  
Received by: \_\_\_\_\_

**MOBILE FOOD VEHICLE LICENSE APPLICATION**

**Fee: \$45.00 for 3-day period/\$120.00 per year**

Date of Application: \_\_\_\_\_

Applicant Name (Organization or Individual): \_\_\_\_\_

Primary Contact Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

I prefer to be contact by: \_\_\_\_\_ Phone \_\_\_\_\_ Text \_\_\_\_\_ Email

Operating Hours: \_\_\_\_\_

Operating Location(s): \_\_\_\_\_

Names, current addresses and telephone numbers of any person who will be working in the mobile food truck or in conjunction with the mobile food vendor (use other side if needed):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PLEASE PROVIDE THE FOLLOWING INFORMATION WITH THIS APPLICATION:**

- Copies of all necessary licenses, permits, or registrations required by the:
  - \* Ogle County Department of Public Health
  - \* Illinois Department of Transportation
  - \* Illinois Department of Revenue
  - \* Illinois Department of Public Health
  - \* Illinois Secretary of State
- A description of the public or private property or public ways where the applicant seeks to operate.
- A site diagram depicting the proposed operating location or route, signs, lighting and vehicle circulation.
- Evidence of permission from the owner of any private property where the applicant seeks to operate.
- A copy of a valid driver's license for any person who will be driving or towing the mobile food vehicle.
- A signed criminal background check acknowledgement and authorization form.
- A signed statement that the applicant shall hold harmless the City and its officials and employees, and shall indemnify the City, its officials and employees, for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the license.
- Proof of the insurance required.

## **MOBILE FOOD VEHICLE STANDARDS**

Mobile food vehicle licensees must comply with all applicable federal, state, and local laws and ordinances, including, but not limited to, the following standards. Please see Byron Municipal Code Chapter 5.56.

1. Licenses are not transferable from the approved licensee, or operating location or route.
2. Only the licensee or an authorized employee may operate the licensed mobile food vehicle.
3. Each mobile food vehicle requires a separate license.
4. Each mobile food vehicle must display a sign consisting of letters no less than three (3) inches in height stating the name and telephone number of the vehicle owner.
5. Registered sex offenders, as defined in the Sex Offender Registration Act (730 ILCS 150/1), are ineligible for a mobile food vehicle license.
6. Licensees must furnish and maintain such public liability, food products liability, and property damage insurance that will protect the applicant, the mobile food vehicle, and the City from all claims for damage to property or bodily injury, including death, which may arise from the operations under the license or in connection therewith. Such insurance shall provide coverage of not less than one million dollars (\$1,000,000.00) per occurrence, and not less than two million dollars (\$2,000,000) aggregate, plus auto insurance in the minimum amount of one million dollars (\$1,000,000) per occurrence combined single limit. The city shall be named as an additional insured. The policy shall further provide that it may not be cancelled except upon thirty (30) days written notice served upon the City Clerk. A license issued pursuant to the provisions of this Section shall be invalid at any time the insurance required herein is not maintained and evidence of continuing coverage is not filed with the City Clerk.
7. Licensees must file and pay all taxes required by the City of Byron and the State of Illinois.
8. Mobile food vehicles are prohibited from parking, standing, or operating:
  - within twenty (20) feet of a crosswalk, stop light, or stop sign; or
  - within one hundred (100) feet of the property line of a restaurant or other eating place. This requirement may be waived if the application is submitted with the written consent of the proprietor of the restaurant or other eating place; or within one thousand five hundred (1,500) feet of such other location of any fair, carnival, circus, festival, farmers' market, athletic contest featuring concessions for sale, or other special event or civic event that is licensed or sanctioned by the City via a special use permit or otherwise for the duration of such event unless such mobile food vehicle is operated by an approved vendor as part of the event or has received the expressed consent of the City Council to operate within the prohibited zone during such an event; or
  - In a manner that obstructs a public way, impairs the movement of pedestrians or vehicles, and poses a hazard to public safety; or
  - On any private property without written consent of the owner; or
  - With amplified sound
9. Mobile food vehicles must be attended at all times on a public way and may only remain on the public way during approved hours of operation.

By signing this application, the applicant is acknowledging that he/she is familiar with the conditions, requirements, and prohibitions of this application, as well as those set forth in the ordinances, codes, rules, and regulations, as amended from time to time, and will abide by each and every such condition, requirement, and prohibition. Failure to adhere to every such condition, requirement, and prohibition may result in the levying of the penalties established herein and in the City ordinances, and immediate revocation of the license granted under this application. In addition, the City may bring such other legal actions as may be appropriate under the circumstances.

Applicant Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## MOBILE FOOD VEHICLE LICENSE HOLD HARMLESS AGREEMENT

Whereas, \_\_\_\_\_ (“Applicant”) desires a mobile food vehicle license (“License”) from the City of Byron (“City”).

Whereas, as an express condition of and in consideration of the City issuing the License, Applicant agrees to assume all risk and liability pertaining to activities conducted under the License.

Now therefore, to the fullest extent permitted by law, the Applicant hereby releases, waives, discharges, indemnifies, defends, and forever holds harmless the City and its officials, employees, agents and volunteers from and against any and all liability or claim of liability, loss or expense, including defense costs and legal fees and claims for damages of whatsoever character, nature and kind, or causes of action now existing or which may hereafter exist whether directly or indirectly arising from the License or connected with an act or omission of the Applicant, or an agent, invitee, guest, or employee, invited by and/or with the permission and consent of the Applicant, with respect to the License or the operations, activities or services conducted under the License, of any nature whatsoever, including, but not limited to, liability expense and claims for: bodily injury, death, personal injury, or property damage caused by the negligence, creation or maintenance of a dangerous condition or intentional infliction of harm or violation of state and federal laws, including all unknown, unforeseen, unanticipated and unsuspected injuries, death, damages, loss and liability and the consequences thereof, as well as those now disclosed and known to exist.

Nothing set forth in this Agreement shall be deemed a waiver by the City of any defenses or immunities that are or would be otherwise available to the City or its officials, employees, agents or volunteers under the provisions of the Illinois Local Government and Governmental Employees Tort Immunity Act, or that are otherwise available to local governments and their corporate authorities, officers, employees, agents and volunteers under the common law of the State of Illinois or the United States of America. The provisions of this Section shall survive the expiration or earlier termination of the License or renewal thereof.

The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement. The undersigned represents he/she has full authority to execute this Agreement on behalf of the Applicant.

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Name of Applicant)

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Title