



# MOBILE FOOD VENDOR LICENSE APPLICATION

2110 Washington St, New Holstein, WI 53061  
 920-898-5766 cityofnewholstein.org

**Fee: \$15**

**FOR OFFICE USE ONLY:**

- Fee Paid \$ \_\_\_\_\_
- Application Date: \_\_\_\_\_
- Permits expire on Dec. 31 of each year.
- Fees will not be prorated.
- Copy of Seller's Permit or State issued Permit
- Proof of Registration
- Copy of Certificate of Liability Insurance
- Picture of mobile Vending Unit

1	<b>Section 1: Business Information</b>					
2	<b>Business Name</b>					
3	<b>Business Address</b>					
4	<b>City</b>				<b>State</b>	<b>Zip</b>
5	<b>Business Phone</b>					
6	<b>Business Type</b>	(Check one)	<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	
7	<b>WI Seller's Permit No.</b>					
8	<b>Please Note:</b> A Wisconsin Seller's Permit Number is <b>required</b> to process application.					
9	<b>Section 2: Applicant Information (Attach additional forms if more names listed)</b>					
10	<b>Name:</b>					
11	<b>Home Address:</b>					
12	<b>City</b>				<b>State</b>	<b>Zip</b>
13	<b>Phone</b>					
14	<b>Date of Birth</b>		<b>Driver's License Number</b>			
15	<b>Name:</b>					
16	<b>Home Address:</b>					
17	<b>City</b>				<b>State</b>	<b>Zip</b>
18	<b>Phone</b>					
19	<b>Date of Birth</b>		<b>Driver's License Number</b>			
20	<b>Section 3: Insurance Information</b>					
21	<b>Liability Insurance Carrier</b>					
22	<b>Policy Number</b> <span style="float: right;">(Not less than \$1,000,000 in Coverage)</span>					
23	<b>Please Note:</b> The City of New Holstein must be named as an Additional Insured and a copy of the Certificate of Liability Insurance must be submitted to the Clerk's Office with this Mobile Food Vendor License Application.					
24	<b>Section 4: Type of Mobile Vending Unit Information</b>					
25	<b>Item(s) to be sold</b>					
26						
27						
28	<b>Type of Direct Sales</b>	(Check one)	<input type="checkbox"/> Cart	<input type="checkbox"/> Stand	<input type="checkbox"/> Trailer	

29	<b>Description of Cart, Stand, Trailer</b>					
30						
31						
32	<b>Please Note:</b> Attach a photo of Mobile Vending Unit					
33	<b>List License Plate No., Make &amp; Model of any vehicle to be used:</b>					
34	<b>Locations(s) Where Selling</b>	(Check All That Apply)	<input type="checkbox"/>	Right – of - way	<input type="checkbox"/>	Other: _____ <input type="checkbox"/> <b>Private Property</b>
35	<b>List Specified Location(s) Where Selling: Street Address, Days of Week at Location(s), Times for Each Location(s)</b>					
36	1)					
37	2)					
38	3)					
39	<b>ROAD CLOSURE:</b> If you are requesting to have a road closed off for your event, your request must be approved by the Common Council. Please allow enough time to have your request presented to the Committee of the Whole and then the Common Council. You will be required to submit a diagram of the street closure, a layout of the mobile food vendor placement, list of other vendors, if there will be music, times of the event, and the approval from the neighbors who will be impacted by the road closure.					
40	Road Closure:	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>				
41	<b>READ CAREFULLY BEFORE SIGNING</b>					
42	I declare, under penalty of perjury, that the statements in this application, and all attachments to and documents submitted with this application, are true, correct and complete to the best of my knowledge. I understand and acknowledge that any information contained herein or submitted as a part of this application that is found to be false or misleading may result in this application being denied, or any license granted pursuant to this application, suspended or revoked, in addition to possible filing of applicable criminal charges. I also acknowledge that it is my responsibility to become familiar, and comply, with the provisions of the City's Municipal Code, Chapter 10, Mobile Food Vendors.					
43	<b>Signature of Applicant:</b>					<b>Date:</b>

**Applications should be submitted to:** City of New Holstein, Clerk's Office, 2110 Washington St., New Holstein, WI 53061

**MOBILE FOOD VENDOR PERMIT AND HOLD HARMLESS AGREEMENT**

This agreement is made in the CITY of New Holstein, Calumet County, Wisconsin, by and between the CITY OF NEW HOLSTEIN, WISCONSIN, a municipal corporation ("CITY"), and \_\_\_\_\_ (Individuals or Business Name), a \_\_\_\_\_ (Individual or Entity Type), (hereinafter "APPLICANT").

WHEREAS, the APPLICANT wishes to operate a mobile food vendor establishment within the CITY right-of-way, City of New Holstein, Calumet County, Wisconsin; and

WHEREAS, the City Administrator of the City of New Holstein granted the APPLICANT permission to allow operation of a mobile food vendor establishment in the City right-of-way subject to the execution of a Hold Harmless Agreement.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth and other good and valuable consideration acknowledged by the parties herein, it is agreed as follows:

1. The CITY grants to the APPLICANT permission to operate a mobile food establishment in the CITY right-of-way.
2. The APPLICANT shall be responsible for all operation and maintenance of the mobile food vendor establishment.
3. The APPLICANT hereby agrees to indemnify, defend and hold harmless the City of New Holstein, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of the APPLICANT or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of New Holstein, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of New Holstein, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of New Holstein, its elected and appointed officials, officers, employees, agents, representatives and volunteers.
4. The APPLICANT shall reimburse the City of New Holstein, its elected and appointed officials, officers, employees, agent or authorized representative or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
5. In the event that the APPLICANT employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be the APPLICANT's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of New Holstein, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.
6. This indemnity provision shall survive the termination or expiration of this Agreement.
7. The CITY may terminate this Agreement for any reason upon 30 day written notice to the APPLICANT.

<b>Signature of Applicant:</b>	<b>Date:</b>
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Office Use Only					
Date Received:		Receipt #		Date Processed:	
License #		Initials of Approving Employee		Date Approved:	
<b>Date of Common Council Meeting if needed:</b>			<b>City Council Action if needed:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Denied		