

# City of Clinton

## Mobile Food Unit Permit Application

100 N. Bowling Street • Clinton, TN 37716 • (865) 457-0424



**NOTE:** This application must be filled out completely. Application for a permit does not guarantee that a permit will be granted. Application approval is based upon compliance of the Mobile Food Unit (MFU) with state and local health requirements and City of Clinton ordinances governing MFU operations.

### 1. APPLICANT INFORMATION

MFU Name: \_\_\_\_\_

MFU Address (Base of Operation): \_\_\_\_\_

MFU Phone No.: \_\_\_\_\_ MFU Federal Tax ID No.: \_\_\_\_\_

Base of Operation County: \_\_\_\_\_ County Business License No.: \_\_\_\_\_

City of Clinton Business License No. (if applicable): \_\_\_\_\_

TN Dept of Health License No.: \_\_\_\_\_

MFU Owner(s) Full Name: \_\_\_\_\_

MFU Owner(s) Phone No.: \_\_\_\_\_

MFU Owner(s) E-mail: \_\_\_\_\_

MFU Vehicle Make: \_\_\_\_\_ MFU Vehicle Model/Year: \_\_\_\_\_

MFU Vehicle License Plate State/No.: \_\_\_\_\_

For MFU Temporary Permit – Retail Event:

Retail Location (Business Name and Address): \_\_\_\_\_

\_\_\_\_\_

Retail Business Owner Name and Signature: \_\_\_\_\_

Event Date(s): \_\_\_\_\_ (cannot exceed 3 consecutive days)

### 2. APPLICABLE FEE

- Annual Permit (valid for one year) - \$100
- Temporary Permit (valid for single event, not to exceed 3 consecutive days) - \$15/day X \_\_\_ days
- Temporary Permit- Retail Event (valid for single event, not to exceed 3 consecutive days) – No Charge

**STATEMENT**

I certify that all information in this application and the required documents is accurate to the best of my knowledge. I agree to comply with the City of Clinton regulations regarding Mobile Food Units. I understand that if any changes are made to the information included in this application, I am required to notify the Clinton City Recorder within three (3) business days.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name of Applicant

**REQUIRED DOCUMENTS CHECKLIST**

<b>Required Item</b>	<b>Applicant</b>	<b>City</b>
Completed and Signed Application	<input type="checkbox"/>	<input type="checkbox"/>
Copy of County Business License (Domicile County)	<input type="checkbox"/>	<input type="checkbox"/>
Copy of City of Clinton Business License (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
Copy of TN Department of Health License	<input type="checkbox"/>	<input type="checkbox"/>
Copy of City of Clinton Business License of Retail Business (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
Copy of Vehicle Registration	<input type="checkbox"/>	<input type="checkbox"/>
Copy of Automobile Liability Insurance	<input type="checkbox"/>	<input type="checkbox"/>
Copy of Operator(s) Driver License	<input type="checkbox"/>	<input type="checkbox"/>
Copy of Liability Insurance (not less than \$1,000,000) with City of Clinton as Additionally Insured	<input type="checkbox"/>	<input type="checkbox"/>
Completed and Signed Indemnity Agreement	<input type="checkbox"/>	<input type="checkbox"/>
Permit Fee Payable to the City of Clinton	<input type="checkbox"/>	<input type="checkbox"/>

Additional documents or information may be required by the City of Clinton.

For operation on public property, prior approval is required from the Parks and Recreation Director or the City Manager. A Public Property Mobile Food Unit Public Property Location Permit must be issued by the City and must be prominently displayed along with Mobil Food Truck Permit.

**AGREEMENT OF INDEMNITY  
FOR OPERATION OF A MOBILE FOOD UNIT**

The Mobile Food Unit (MFU) Operator operating under the City of Clinton’s Mobile Food Unit Ordinance, \_\_\_\_\_ (“the Operator”), agrees to defend, indemnify and hold harmless the City of Clinton (“the City”), its officers, employees and agents from and against any and all lawsuits, claims, liabilities, damages, losses, and expenses (including, but not limited to court costs, reasonable attorney fees, and costs of claim processing, investigation, and litigation) for losses caused in whole or in part by the negligent acts, errors, or omissions of the Operator and any of its employees or agents in performance of its operations or from the Operator’s failure to perform its operations using a due and reasonable standard of professional care and skill (“Indemnified Claim”), except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees. The amount and type of insurance coverage requirements set forth by the City for MFUs will in no way be construed as limiting the scope of the indemnity in this section.

The Operator agrees to assume and take over the defense of the City in any such claim, demand, suit, or cause of action involving an indemnified claim upon written notice and demand for same by the City. The Operator will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as the Operator may request. The Operator will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against an indemnified claim with counsel of its choice at its own expense.

The Operator shall save, indemnify, and hold the City harmless and pay judgments that shall be rendered in any such action, suits, claims or demands against the City with respect to any indemnified claim.

The indemnification and hold harmless provisions required by this agreement shall survive termination or expiration of any Permit issued to the Operator.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Signature \_\_\_\_\_

By signing your name to this Agreement, you are binding the MFU Operator listed above and you represent that you have the authority to enter into this Agreement.