



## City of Henderson Mobile Food Vending License Checklist

Mobile Food Unit Vendors that do not operate on City of Henderson property, but operate as Temporary Sales under Appendix A-Zoning, Article IV, Section 4.33 of the City of Henderson Code of Ordinances are not required to obtain a Mobile Food Vendor License but shall comply with the requirements of the applicable sections of the Zoning Ordinance. Contact Code Enforcement at 270-831-1277 for more information regarding temporary sales and vending under Section 4.33.

**All of the following information is required and must be marked as indicated and submitted with a completed Mobile Food Vending License Application and applicable fees to the City Manager's office, 222 First Street, P.O. Box 716, Henderson, KY 42419-0716**

<input type="checkbox"/>	<b>Exhibit A</b>	- Occupational License-attach a copy of the business occupational license
<input type="checkbox"/>	<b>Exhibit B</b>	- Insurance Policies-attach copies of all auto liability and general liability insurance (including products liability insurance) policies with evidence of premium payment relating to the Mobile Food Unit
<input type="checkbox"/>	<b>Exhibit C</b>	- Certificate of Insurance-General Liability (including Products Liability) in the amount of \$300,000 with the City of Henderson named as additional insured-attach a copy
<input type="checkbox"/>	<b>Exhibit D</b>	- Proof of Health Department approval-attach a copy
<input type="checkbox"/>	<b>Exhibit E</b>	- Certification of compliance of all Regulations of Mobile Food Unit Vendors as stated in the City of Henderson Code of Ordinances, Chapter 17, Article IV, Sections 17-63 thru 17-70, relating to Mobile Food Units, and all other applicable City of Henderson Ordinances -include signed certification
<input type="checkbox"/>	<b>\$50.00 Annual Fee (First Unit)</b>	Ck#: _____ Date: _____
		<b>\$25.00 Annual Fee (Each Additional Unit)</b> Ck#: _____ Date: _____

**NOTE: Submittal of an Application is not an approval to operate a Mobile Food Unit. If you have questions regarding the Application or the application process, please contact the City Manager's office at 270-831-4902.**



## City of Henderson Mobile Food Vending License Application

**Submit application to:  
City Manager's Office,  
222 First Street,  
P. O. Box 716,  
Henderson, KY 42419**

Mobile Food Unit Vendors that do not operate on City of Henderson property, but operate as Temporary Sales under Appendix A-Zoning, Article IV, Section 4.33 of the City of Henderson Code of Ordinances are not required to obtain a Mobile Food Vendor License but shall comply with the requirements of the applicable sections of the Zoning Ordinance. Contact Code Enforcement at 270-831-1277 for more information regarding temporary sales and vending under Section 4.33.

No license shall be issued to an applicant that is not current on obligations to the city, including, but not limited to, taxes, loans, liens, or unremediated violations of the city building or nuisance codes.

<input type="checkbox"/>	<b>New – Application for Mobile Food Vending License</b>
<input type="checkbox"/>	<b>Renewal – Application for Mobile Food Vending License</b>

### APPLICANT INFORMATION

Business Name:					
Primary Contact:					
The Primary Contact is the person who is to be contacted regarding the application.					
Address:			Email Address:		
City:			State:	Zip Code:	
Phone: Please list the Primary Contact's phone numbers.	Day:			Cell:	
	Night:			Fax:	

### VEHICLE INFORMATION

Year of Vehicle		Make		Model		Plate #	
Year of Vehicle		Make		Model		Plate #	

### PERMITTED AREAS AND TIMES

<input type="checkbox"/>	Properly licensed Mobile Food Units may park on the following City property areas during the designated times pending space availability:
	<b>Henderson Depot Welcome Center</b> (adjacent to Water Street) – designated mobile food unit parking spots Mondays, Wednesdays, Thursdays, Fridays, Saturdays, Sundays from 6:30 a.m. – 7:00 p.m. (day after Labor Day – Thursday before Memorial Day) 6:30 a.m. – 11:00 p.m. (Friday of Memorial Day weekend – Labor Day)
	<b>East End Park</b> (Helm Street) – designated mobile food unit parking spots Conducting business towards the East End Park and not toward the street Any day of the week, 11:00 a.m. – dusk
	<b>Atkinson Park</b> – gravel parking loop next to sand volleyball courts Any day of the week, 11:00 a.m. – dusk
	<b>JFK Community Center</b> – lower parking lot off Alves Street Any day of the week, 11:00 a.m. – 11:00 p.m.

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	<p><b>North side of Third between Water and North Main</b> – designated mobile food unit parking spots  Any day of the week, 6:30 a.m. – 7:00 p.m. (day after Labor Day – Thursday before Memorial Day)  6:30 a.m. – 11:00 p.m. (Friday of Memorial Day weekend – Labor Day)</p> <p><b>Private Property</b> – Mobile Food Units may also be allowed on private property in the City of Henderson if they comply with Appendix A-Zoning, Section 4.33 of the City of Henderson Code of Ordinances. Contact Code Enforcement at 270-831-1277 for more information regarding temporary sales and vending under Section 4.33.</p>
<input type="checkbox"/>	<p>Mobile Food Unit Vendors may <u>not</u> park in the above-referenced areas during any permitted special events in those areas unless authorized by the holder of the Special Event Permit. It is the responsibility of the Mobile Food Unit Vendor to contact the City Manager's Office to verify special event dates.</p>

### LICENSES

<input type="checkbox"/>	<p>A copy of the Occupational License must be submitted with this application.</p>
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### INSURANCE POLICIES

	<p>Attach copies of all auto liability and general liability insurance (including products liability insurance) policies with evidence of premium payment relating to the Mobile Food Unit. The applicant shall deliver to the City at least ten days prior to the expiration of such policy, evidence that it has been renewed. All policies of insurance carried hereunder shall provide that they cannot be canceled without giving at least ten days prior written notice to the City and shall be written by insurance companies licensed by the Commonwealth of Kentucky with an A rating as the minimum amount of insurance to be carried on each licensed vehicle with the City of Henderson named as additional insured. Insurance carried by a Mobile Food Unit Vendor in connection with this section shall contain a clause waiving any claim by the insurance company for subrogation against the city.</p>
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### GENERAL LIABILITY CERTIFICATE OF INSURANCE

	<p>Attach a copy of a Certificate of Insurance with the City of Henderson named as additional insured. The Mobile Food Unit Vendor shall obtain and maintain comprehensive general liability insurance including products liability insurance, protecting against all claims for personal injury, death or property damage occurring upon, in or about the premises resulting from the use of occupancy thereof, with a minimum of \$300,000.00 in coverage and limits acceptable to the City for the entire term of the Mobile Food Vending License.</p>
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### APPROVALS

<input type="checkbox"/>	<p>A copy of proof of Health Department approval must be submitted with this application.</p>
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### RECEIPTS

	<p>A Mobile Food Unit Vendor shall, on request by the customer, render to the customer a receipt for the amount charged, as detailed in the attached City of Henderson Code of Ordinances, Sec. 17-68, Receipts.</p>
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### CLEAN AND SAFE CONDITIONS

	<p>Every Mobile Food Unit shall ensure that the interior and exterior of the vehicle be maintained in a clean and safe condition and present a favorable appearance, as detailed in the attached City of Henderson Code of Ordinances, Sec. 17-69, Clean and Safe Conditions.</p>
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### RECORDS; REPORTS

	<p>Every Mobile Food Unit shall keep and maintain accurate records and report all accidents arising from or in connection with the operation of the Mobile Food Unit, as detailed in the attached City of Henderson Code of Ordinances, Sec. 17-70, Records; Reports.</p>
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## REGULATIONS – EXHIBIT E

All Mobile Food Unit Vendors must comply with the regulations stated in the attached City of Henderson Code of Ordinances, Sec. 17-66, Regulation of Mobile Food Unit Vendors, and as follows:

- (a) The requirements of all applicable ordinances and regulations.
- (b) Shall at all times operate in a manner that ensures the safety of patrons, pedestrians and the public.
- (c) Shall not park or operate in a manner which prohibits others from parking in otherwise available spaces or areas.
- (d) Shall obtain any necessary permits and comply with the requirements of any applicable rules and regulations of the health department.
- (e) Shall not locate or operate within fifteen (15) feet of any driveway or other main entrance to a building without the express written permission of the affected property owner or her or his authorized agent.
- (f) Shall provide, in a prominent location, trash and recycling container(s) sufficient in size to collect all waste and recyclables generated by customers and staff of the vendor. All trash and debris related to the operation shall be collected by the vendor throughout the duration of their vending and deposited in their own trash or recycling container(s) and removed from the site by the vendor. Such waste shall not be placed in public trash receptacles. The vendor shall be responsible for any litter or debris located within a ten (10) feet radius of their unit, including sidewalks in the immediate vicinity.
- (g) Shall not, during any City of Henderson recognized special event, locate, operate or vend inside the event footprint without the express written permission of the event organizer.
- (h) Shall only use lighting which is permanently or semi-permanently affixed to its unit and which does not cause any glare that could be considered a public hazard, nuisance or distraction to vehicular movement, neighboring business operations or residential uses. No flashing or strobe lighting shall be permitted.
- (i) Shall not use any electrical outlet located within the public right-of-way or on public property, unless specifically authorized by the City of Henderson or, if required, the utility company. A vendor shall not create any tripping or other hazard related to its use of electricity.
- (j) Shall not block access to or use of, any public bench or any public utility pole or set up any chairs or tables on the public right-of-way.
- (k) Shall not in any manner damage public property or the public right-of-way. Examples, include, but are not necessarily limited to, using stakes, rods or any method of support that is required to be drilled, driven or otherwise fixed in asphalt pavement, curbs, sidewalks or buildings. The vendor shall be solely responsible for any such damage.
- (l) Shall not locate or operate within an area closed or not accessible due to an emergency.
- (m) Must comply with all state and federal sales tax.

Certification of compliance of all Regulations of Mobile Food Unit Vendors as stated in the City of Henderson Code of Ordinances, Chapter 17, Article IV, Sections 17-63 thru 17-70, relating to Mobile Food Units, and all other applicable City of Henderson Ordinances.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## REQUIRED SIGNATURE AND NOTARY

**Hold Harmless and Indemnification Provision:** In consideration of this license, the Applicant hereby agrees that it shall indemnify, hold harmless and defend the City of Henderson, including its elected and appointed employees, agents, and successors in interest from all and against claims (including but not limited to the foregoing, workers' compensation and death claims), damages, demand for subrogation, losses, and/or expenses, including attorneys' fees arising out of or resulting directly or indirectly from the Applicant's (or the Applicant's employees, customers, or agents, including subcontractor's) use of the Mobile Food Unit provided that such claim damage, loss or expense is 1) attributable to personal injury, bodily injury, sickness, death or injury to or destruction of property including the loss of use resulting therefrom or breach of contract and 2) not caused by the willful act or misconduct or gross negligence of the City of Henderson, its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Mobile Food Vending License Application.

Further, Applicant agrees that it is obligated to reimburse the City of Henderson, including its elected and appointed officials, and employees, and successors in interest for all attorney's fees incurred by the City to enforce the terms of this Hold Harmless Provision or to defend the City of Henderson, including its elected officials, appointed employees, and successors in interest against any claim.

I do hereby certify that the information contained in this application and exhibits has been furnished by me and is true and correct. I understand that any untrue, inconsistent or misleading information shall be cause for the refusal to grant, or the revocation of, any license to operate Mobile Food Units in the City of Henderson. I have read and understand my obligations under appropriate City Ordinances respective to the License for which I am applying (ordinance attached). I further certify that if any of the foregoing information changes during the course of the License year, I will notify the City, in writing, within ten (10) days of such change.

**Signature** \_\_\_\_\_ **Title** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ **Date** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**State of** \_\_\_\_\_,  
**County of** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
by \_\_\_\_\_, \_\_\_\_\_ (print name and  
title of officer, agent or acknowledging partner) on behalf of \_\_\_\_\_  
(name of business).

Notary Public Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ Serial number: \_\_\_\_\_

Seal



## City of Henderson Mobile Food Vending Inspections

\*\*\*\*FOR OFFICE USE ONLY\*\*\*\*

<input type="checkbox"/>	New – Application for Mobile Food Vending License
<input type="checkbox"/>	Renewal – Application for Mobile Food Vending License
Business Name: _____	

This is to certify this mobile food unit has been inspected according to Code of Ordinance Chapter 17, Article IV Mobile Food Units, Sec. 17-62 through 17-70.

### CODE ENFORCEMENT INSPECTION (270-831-1277):

Review Date: \_\_\_\_\_ By: \_\_\_\_\_

Review of  
vehicle conditions: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_ Approved    \_\_\_\_\_ Denied    \_\_\_\_\_ Conditionally Approved

Terms of Conditional Approval:

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By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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### FIRE DEPARTMENT INSPECTION (270-831-1270 or 270-577-0255):

Review Date: \_\_\_\_\_ By: \_\_\_\_\_

Review of  
vehicle conditions: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_ Approved    \_\_\_\_\_ Denied    \_\_\_\_\_ Conditionally Approved

Terms of Conditional Approval:

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By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_