



Mobile Food Vendor Permit Application

Whitpain Township

960 Wentz Road

Blue Bell, Pa 19422

610-277-2400 Office

610-277-2209 Fax

FDINFO@whitpaintownship.org

Read this document in its ENTIRITY before completing.

On March 21, 2023, by order of Ordinance No. 412. Whitpain Township has authorized an annual license policy and procedure for the use of Mobile Food Vendors. All mobile Food Vendors must comply with these rules regardless of location or time in which the truck is operating.

NOTE: Once Inspected and licensed, all food trucks operating in Whitpain Township MUST prominently display their assigned permit card.

Mobile food vendors and Mobile Food Units shall only be permitted to operate under a host business permit, or single event permit in the AR - Administrative and Research, AR-1 - Administrative and Research, R-E - Research and Engineering, I - Light Industrial, IN – Institutional, R-6 – Agricultural/Rural Residence, and R-8 – Residential Zoning Districts and the Parks and Recreation Overlay.

Mobile Food Vendors shall be permitted to operate under a Single Event Permit on private residential property located in any Zoning District, at the request of the owner, for a private event for a duration of four (4) hours or less, exclusive of set-up and breakdown which shall be limited to one (1) hour before and after operation.

Operation of any Mobile Food Unit requires two (2) permits: 1) A location permit and 2) the Mobile Food Unit Permit

Click here for the zoning district location map.

<https://www.whitpaintownship.org/DocumentCenter/View/88/Township-Classifications-Map-PDF>

Insurance requirements.

Mobile food vendors shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:

- Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use.

- With minimum limits of:
 - \$1,000,000 each occurrence;
 - \$1,000,000 personal and advertising injury;
 - \$1,000,000 general aggregate; and
 - \$1,000,000 products/completed operations aggregate.
- This insurance shall include coverage for all of the following:
 - Liability arising from premises and operations;
 - Liability arising from the actions of independent contractors; and
 - Contractual liability including protection for the mobile food vendor from bodily injury and property damage claims arising out of liability assumed under this contract.
- Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:
 - Liability arising out of the ownership, maintenance, or use of any auto (if no owned autos, then hired and nonowned autos); and
 - Automobile contractual liability.
- If the mobile food vendor has any employees, workers compensation insurance or its equivalent with statutory benefits as required by any state or federal law, including three standard "other states" coverage; employers liability insurance or its equivalent with minimums as required by Pennsylvania law.
- Errors and omissions liability insurance covering any Mobile Food Vendor operating under a Host Business Permit for liability for loss or damage due to an act, error, omission, or negligence or its equivalent with minimum limits of:
 - \$1,000,000 per occurrence;
 - \$1,000,000 aggregate

Whitpain Township and the Township's insurer and their members, elected officials, trustees, officers, and employees shall be named as additional insureds on the mobile food vendor's commercial general liability insurance and umbrella or excess liability insurance with respect to liability arising out of the services provided under any permit issued by the Township.

Insurance or self-insurance provided to Whitpain Township and the Township's insurer and their members, elected officials, trustees, officers and employees under any mobile food vendor's liability insurance or self-insurance required herein shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross-liability exclusion shall be deleted from the mobile food vendor's liability insurance policies required herein.)

Insurance or self-insurance provided to Whitpain Township and the Township's insurer and their members, elected officials, trustees, officers and employees as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to Whitpain Township and the Township's insurer and their members, trustees, officers and employees shall be excess of and noncontributory with insurance or self-insurance provided to the Township and the Township's insurer and their members, trustees, officers and employees as specified herein.

A host business is permitted to maintain the required insurances on behalf of a mobile food vendor operating under a host business permit provided the host business names the mobile food vendor as an additional insured, in addition to the Township and the Township's insurer, and fulfills all other requirements of this section.

Indemnification.

To the fullest extent permitted by law, by application for a permit under this chapter, a mobile food vendor agrees to defend, indemnify, pay on behalf of, and save harmless Whitpain Township, their trustees, elected officials, officers and employees against any and all claims, liability, demands, suits or loss, including attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by mobile food vendors for activities associated with their operation in the Township. The mobile food vendor's obligation to defend and indemnify shall survive the termination of the permit.

All applicants must submit the following documents when they submit their application:

- The insurance certificates listed above
- A Copy of valid health inspection issued by Montgomery County Department of Public Health
- Copy of current vehicle insurance and registration
- PRIVATE PROPERTY: Letter from property owner allowing operating on property

All completed applications are to be submitted to the Fire Marshal's Office, with payment and the required documents.

Once submitted, the Fire Marshal will provide a copy to the Zoning Officer to assure location compliance.

The Fire Marshal's Office will be responsible for inspecting ALL food trucks to ensure safety regulations. Inspections will only be completed by appointment only prior to operating in the township.

If approved, the Fire Marshal's Office will sign and issue the new license to the applicant. The Fire Marshal's Office will also forward the completed the approved application to the Police Department and Code Enforcement/Zoning Officer.

Permit Fees per Resolution 1545:

Host Business Permit: \$500.00 (1-year) 1st year or when revised plans are submitted

 \$250.00 Renewal (1-year) with no change to approved plans

* Host permits allow for up to 5 different mobile food units at a time (trucks or carts)

Mobile Food Unit: Food trucks \$250.00 for one year

 Food Carts \$100.00 for one year

Single Event Permit: \$130.00 for a one time only permit for either a food truck or food cart

Note: Issuance of any of these permits will still require the inspection of the location site and the Mobile Food Unit, prior to the date of the event.

Mobile Food UNIT Vendor Information: (Please Print)
(use for mobile food unit or single event permits only)

Mobile Food Unit/Food Truck Business Name:

Business Address: _____

Type of Vehicle: _____

Vehicle Registration Plate Number and State:

We agree to comply with all applicable codes, statutes, and ordinances and with the conditions of this permit. I understand that the issuance of the permit creates no legal liability, express or implied, on Whitpain Township; and certify that all the above information is accurate. Permits issued are subject to compliance with 2018 International Fire Code, NFPA regulations, and Chapter 104, Mobile Food Vendor Ordinance, of the Whitpain Township Code, as amended. The Township Board of Supervisors, may at any time revoke and annul this permit for non-performance of, non-compliance with any of the conditions, restrictions, and regulations thereof.

Date: _____

Business Owner Name: _____

Business Owner Signature: _____

Phone#: _____

Email: _____

Mobile Food Vendor Information: (Please Print)
(use for host business permits)

Property Address: _____

Zoning District: _____

Dates of Operation: _____

Hours of Operation: _____

Property Owner Name: _____

Phone#: _____

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Property Owner Signature or written permission:

Applicant Name: _____

Phone# _____

Applicant email: _____

Applicant Signature: _____