



City of Monticello Mobile Food Vendor Application

*As regulated by Ordinance 2020-44
Adopted by the City of Monticello City Council
September 23, 2020.*





Application and supporting documents must be completed prior to the date and time the vendor will be selling. No registration will be issued unless the application is submitted in complete format. In the event a determination is made that the answers on this form are untrue, incomplete, or deceptive, the application may be denied.

Completed applications should be returned prior to the date of setup to:

City of Monticello Police Department
301 N. Hamilton
Monticello, Illinois 61856

Applicant Information –

Applicant's Name: _____

Applicant's Address: _____

Phone Number: _____ Email: _____

Applicant is (circle one): Owner of the business Employee of the business

Applicant affirms they are not listed on the Illinois Sex Offender Registry (Initial): _____

Business Information –

Legal Business Name: _____

Legal Business Address: _____

Retailer's Occupation Tax ID Number: _____

The City of Monticello may, from time to time, ask for verification that sales tax collected during the time of sales in the City of Monticello, were paid to the State of Illinois.

Mobile Food Vehicle/Truck or Pushcart (circle one): Food Truck Pushcart

Make: _____ Model: _____

Year: _____ VIN: _____

If more than one vehicle/truck or pushcart will be present, please provide information on the back of this form.

Driver/Operator Information – (If different from applicant information above)

Driver/Operator Name: _____

Driver/Operator Address: _____

Driver/Operator Phone Number: _____

Driver/Operator Email Address: _____



Unconditional Agreement and Consent for Mobile Food Vending

TO: The City of Monticello, Illinois ("**City**")

WHEREAS, _____ ("**Applicant**") sought approval of a mobile food vending registration application to operate a mobile food vehicle/truck or pushcart ("**Proposed Use**") on the property commonly known as _____, Monticello, Illinois ("**Property**"); and

WHEREAS, on or about _____, 20____, the City granted approval of the Proposed Use in accordance with the City of Monticello Code of Ordinances ("**Code**"), subject to certain conditions ("**Approval**"); and

WHEREAS, the Applicant desires to demonstrate to the City its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in the Approval.

NOW THEREFORE, the Applicant does hereby agree and covenant as follows:

1. the Applicant hereby unconditionally agrees to accept, consent to, and abide by all terms, conditions, restrictions, and provisions of the Approval and the Code;
2. the Applicant acknowledges and agrees that the City will not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's approval of the Proposed Use by the Applicant, and that the City's approval of any such request does not, and will not, in any way, be deemed to insure the Applicant against any damage or injury of any kind and at any time;
3. the Applicant acknowledges and has considered the possibility of penalties provided in the Approval and the Code, and agrees not to challenge any such penalties on the grounds of any procedural infirmity or any denial of any procedural right;
4. the Applicant agrees to and does hereby hold harmless and indemnify the City, its elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's approval of the Proposed Use, (b) the procedures followed in connection with the approval of the Proposed Use, and (c) the performance of the Applicant of its obligations under this Unconditional Agreement and Consent;
5. the Applicant does hereby, agree to pay all expenses incurred by the City in defending itself with regard to any and all claims mentioned in this Unconditional Agreement and Consent. These expenses will include all out of pocket expenses, such as attorneys' and experts' fees, and will also include the reasonable value of any services rendered by any employee of the City.

APPLICANT

Name: _____ Date _____

Title: _____



**Monticello Mobile Food Vendor
Private Property Owner Consent Form**

Property Owner Name

Mailing Address (Street, City, Zip)

Phone Number

Email Address

Property Address

As the legal owner of the property above, I hereby grant authorization for the above applicant to temporarily set up and operate a mobile food vendor on my property as indicated on this application.

I agree to indemnify and hold the City of Monticello harmless from any losses, claims, damages, liabilities, and related expenses (including the fees, charges and disbursements of any counsel or consultant for the City) incurred by the City or asserted against the City by the undersigned or any third party arising out of, in connection with, or as a result of (i) the information submitted by the applicant for this Application, (ii) the processing of this Application, (iii) the issuance or denial of a permit, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or the applicant, and regardless of whether the City is a party thereto.

Building Owner Signature

Date

Tenant Signature

Date



Application Checklist

In order for the application to be accepted, please include the following attachments:

___ Completed Application

___ Copy of Driver's license for driver and/or operator

___ Written consent form from property owner upon which the mobile food vehicle/truck or pushcart will be located.

___ Copy of certificate from the DeWitt-Piatt Bi-County Health Department

___ Copy of current vehicle registration for mobile food vehicle/truck

___ Proof of liability and automobile insurance

___ Signed Unconditional Agreement and Consent for Mobile Food Vending