



18111 Buddy Riley Blvd., Magnolia, Texas 77354
281-356-2266 – Fax: 281-259-7811

MOBILE FOOD VENDOR PERMIT APPLICATION

Name of Owner/Operator:			Date:
		Driver License #	
Owner Address:			
City:	State:	Zip:	
Phone #		D.O.B.	SSN: - -
Mailing Address if different:			
City:	State:	Zip:	
Name of Business :			
Business Address:			
City:	State:	Zip:	
Phone#			
Nature of items to be sold:			
Has applicant ever been convicted of a felony of any nature or any other crime of moral turpitude in this state or any other state: Yes No			
Please provide facts <u>showing explicitly</u> that you are engaged in interstate commerce.			
Location where and days selling: _____			

Please be sure to read the following and provide the necessary documentation.

1. A statement to the effect that if the permit is granted, such permit will not be used as, or be represented to be, an endorsement by the City or any of its officers or employees.
2. All food related businesses must submit a copy of their health department permit issued by Montgomery County Health Department.
3. Applicant shall show satisfactory written proof of the individual's authority to represent the company, association or partnership when applicable.
4. Application shall be accompanied by an executed copy of a waiver of liability in favor of the city on a form provided by the City.
5. Application shall be accompanied by an insurance policy evidenced by a Certificate of Insurance signed by an agent authorized to bind coverage indicating that the applicant had obtained, at his sole expense, insurance coverage:

The provision of a commercial general liability insurance policy, written on an occurrence basis for bodily injury, personal injury, property damage, and property liability, with a minimum limit of liability of \$1,000,000 per occurrence and with a \$2,000,000 aggregate. Additional endorsements may be required for events with alcoholic beverages. In certain instances, the event producer may be required to list the City of Magnolia as an additional insured.

6. Application shall be accompanied by all applicable fees. No permit provided for by this division shall be issued until such fees have been paid by the applicant.

Fees: \$30.00 permit fee
Plus (+) an additional
\$5.00 per day
\$25.00 per month
\$60.00 for 6 months

Signature of Applicant: _____

Print Name: _____ Date: _____

Waiver and Release of Liability

In consideration of the risk of injury while participating in sales or food truck vending (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge the City of Magnolia, located at 18111 Buddy Riley Blvd., Magnolia, Texas 77354, their affiliates, managers, members, agents, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless the City of Magnolia against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If the City of Magnolia incurs any of these types of expenses, I agree to reimburse the City of Magnolia.

I acknowledge that the City of Magnolia and their directors, officers, volunteers, representatives, and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of the City of Magnolia.

I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS. The risks may include, but are not limited to, those caused by terrain, temperature, weather, lack of hydration, condition of

participants, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE THE CITY OF MAGNOLIA AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PRECECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST THE CITY OF MAGNOLIA FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of the City of Magnolia, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This agreement was entered into at arms-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both and the City of Magnolia agree that this agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within the Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

Signature

Date

Print name

Address:

Phone No.:

Email: