

City of Dalton Mobile Food Vending Rules Sheet



City of Dalton Mobile Food Vendor Requirements

All mobile Food Vendors must comply with all local and state applicable laws and regulations. Depending on the type of function you wish to conduct, you'll fall under one of the four categories (4) below with the respective requirements.

City Sponsored Events: The Mobile Food Vendor is stationed at an event that is sponsored by the City.

- Food Service Permit (DPH) or Temporary Food Service Permit from the Whitfield County Department of Health
- Food Service Inspection Report (Must be within the last 6 months)
- Fire Department Inspection Approval
- Automobile Liability Insurance
- Indemnification Agreement

Non-City Sponsored Food Truck Area: The Mobile Food Vendor is stationed in a city public location designated for Mobile Food Trucks and is charging customers for a profit.

- City of Dalton Mobile Food Vending License (\$100 annually or \$30 monthly fee)
- Parking Permit for Food Truck Areas (\$100.00 annually or \$25 daily fee)
- Occupational Tax Certificate from Base of Operation
- Food Service Permit (GA Department of Health) or Temporary Food Service Permit from the Whitfield County Department of Health
- Food Service Inspection Report (Must be within the last 6 months)
- Fire Department Inspection Approval
- Dalton Parks & Recreation MFV Sign-Off Form
- Driver license(s) and vehicle registration information
- If temporary seating planned, a scaled drawing indicating where
- Background Check Consent Form
- Automobile Liability Insurance
- Indemnification Agreement
- Attached Color Photo of Vehicle

Private for Profit: The Mobile Food is stationed at a private location and is charging customers for a profit.

- City of Dalton Mobile Food Vending License (\$100 annually or \$30 monthly fee)
- Occupational Tax Certificate from Base of Operation
- Food Service Permit (GA Department of Health)/ Temporary Food Service Permit from the Whitfield County Department of Health
- Food Service Inspection Report (Must be within the last 6 months)
- Fire Department Inspection Approval
- Driver license(s) and vehicle registration information
- Background Check Consent Form
- Color Photo of Vehicle
- Food Mobile Toilet Use Agreement
- Mobile Food Service Unit Private Property Use Agreement

Private Not for Profit: The Mobile Food Vendor is stationed at a private location and is not charging customers for food. Instead the owner of the private location pays the Mobile Food Vendor for their services.

- Food Service Permit (DPH) or Temporary Food Service Permit from the Whitfield County Department of Health
- Food Service Inspection Report (Must be within the last 6 months)
- Fire Department Inspection Approval
- Mobile Food Service Unit Private Property User Agreement

City of Dalton Mobile Food Vending License

- If you're a private, for profit mobile food truck, you're required to obtain a City of Dalton Mobile Food Vendor License (MFV). The price for the Mobile Food Vending License is \$100 annually or \$30 monthly, which includes the fire inspection, application fee, and the license fee.
- There are City designated locations in which Mobile Food Vendors are allowed to operate. The designated locations will be on a first come first serve basis.
 - The operating hours for mobile food vendors are to be determined by the Parks and Rec. Department; unless it is a City Sponsored Event or at a private location.
 - Mobile Food Vending is only allowed in designated food truck areas during the 1st and 3rd weeks of the month; unless it is a City Sponsored Event.

Recreation

- Mobile Food Vendors must receive permission from the Recreation Department to operate in City Parks by submitting the Dalton Parks & Recreation MFV Sign-Off Form;
- There are designated locations issued by the Parks & Rec. Department in which Mobile Food Vendors are allowed to operate. The designated locations will be on a first come first serve basis.
 - The operating hours for mobile food vendors are by the Parks and Rec. Department if located in a designated city location area; unless it is a City Sponsored Event.
 - Food Truck Vending will ONLY be held on the 1st & 3rd weeks of the month.

Parking Permit for Non-City Sponsored Food Truck Areas

- Parking permit is required in order to operate in designated zones.
 - The parking permit fee is \$25.00 daily or \$100.00 annually. For the parking permit within the City Parks, applicants must have prior approval from the Recreation Department.
 - The daily parking permit is only valid for the date(s) applied for on the permit.
 - The annual parking permit is only valid for the current calendar year.
 - Must notify City Clerk's Office regardless of parking permit status (annual or daily) if Mobile Food Truck is in designated area. (This parking permit does not take the place of a Mobile Food Vending License.)

Designated Food Truck Areas

- City Parks-Authorized by the Recreation Department
 - Al Rollins Park
 - Broadus- Durkin Soccer Complex
 - Burr Performing Arts Park
 - Civitan Park
 - Haig Mill Lake Park
 - Heritage Point Park Softball Complex
 - Heritage Point Park Soccer Complex
 - John Brown Complex/Ron Nix Soccer Complex
 - Lake Shore Park
 - Mack Gaston Community Center
 - Mount Rachel Trail
 - Raisin Woods Park
 - Dalton Green
 - 902 S. Hamilton Street

Important Information

- Mobile food trucks are responsible for the proper disposal of waste and trash associated with the operation. Mobile food trucks shall remove all generated waste and trash from their approved location at the end of each day or as needed to maintain the public health and safety. No liquid waste or grease is to be disposed of in tree pits, storm drains, sanitary sewers, onto the sidewalks, streets or other public or private space.
- The Parks and Recreation Department has a contract with a concession vendor that prohibits the sale of outside food during scheduled recreation events at select parks. Mobile Food Vendors operating during a scheduled recreation event without permission from the Parks and Recreation Director will be required to leave.

DPH Rules and Regulations

- a) A mobile food service unit shall operate from its permitted base of operation and report daily to such location for supplies and cleaning and servicing operations. *Per Rules and Regulations Food Service Chapter 551-6-1.*

Whitfield County Health Department
800 Professional Blvd
Dalton, GA 30720
706-279-9600

Dalton Fire Department
404 School Street
Dalton, GA 30720
706-278-7363

Dalton Parks and Recreation Department
904 Civic Drive
Dalton, GA 30721
706-278-5404

APPLICATION FOR MOBILE FOOD VENDING LICENSE

City Clerk's Office
300 West Waugh Street #317
Post Office Box 1205
Dalton, Georgia 30722-1205
Phone (706) 529-2490
Fax (706) 529-2491



For office use only
Customer Number: _____
License Number: _____

- **Section I** – Please select the type of function for the mobile food vending vehicle.

☐ City sponsored events	☐ Non-city sponsored food truck area
☐ Private for profit	☐ Private not for profit

- **Section II** - Please complete the following accordingly.

MFV owner (Corporation or Sole Proprietorship):		
D/B/A (Name of Business, if left blank the name above will be used):		
Owner's mailing address:		Owner's telephone number:
City / State / Zip:		Owner's e-mail address:
MFV Operator: (must be an individual)		Operator phone number:
MFV applicant's name:		Location planning to operate in:
Applicant's driver license number (list state if not in GA): Please attach to this application, copies of the driver licenses of all drivers of the MFV unit.		
Vehicle make:	Model:	VIN:
Vehicle license plate number: List state if not GA		
Occupational tax number or Business License Number:		
Department of Health License/Permit Number:		

- **Section III** – Please provide the following information as required.

Georgia Sales Tax Number: _____ Georgia Tax ID Number: _____

This application must be filled out completely. Application approval is based upon compliance of the Mobile Food Vendor (MFV) unit with state and local health requirements and City of Dalton ordinance governing mobile food vending licenses. This form needs to be submitted to the Clerk's Office along with the Mobile Food License payment (\$100.00 yearly or \$30 monthly options) and any requested documentation.

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 Dalton regulations regarding the mobile food vendor license. I understand that if any changes are made to the information included in this application, I should notify the Clerk's Office.

Printed name of applicant

Signature of applicant

Date

MOBILE FOOD PARKING PERMIT



GEORGIA MOBILE FOOD SERVICE UNIT LOCATION LISTING

- This page is for existing mobile food vendors who wish to hold a short-term parking permit in order to operate in designated location(s)/space(s) within the City of Dalton.

MFV owner: _____ D/B/A: _____

MFV operator: _____ MFV applicant: _____

Location	Space #	Date and Time	Select applicable day(s) of the week
			M T W Th F Sa Su
			M T W Th F Sa Su
			M T W Th F Sa Su
			M T W Th F Sa Su
			M T W Th F Sa Su

- Along with this application, please submit the parking permit fee of \$25 per day or \$100 annual fee for the mobile food vehicle within the City of Dalton corporate limits.

It is the responsibility for applicant to inform the Clerk's Office on any changes to the dates, times, or locations for their MFV parking permit. Failure to comply can result in violation of Ord. 22-20 of the City of Dalton Code.

I attest that the mobile unit listed above will operate at the above listed locations as submitted to the Clerk's Office this ____ day of _____ 20____.

Name: _____ Title: _____

Signature: _____

Amount Paid: _____ Receipt # _____

Name-Based Criminal History Record Information Consent Form

I hereby authorize **City of Dalton – City Clerk’s Office** to conduct an inquiry for the purpose listed below and receive any Georgia criminal history record information as authorized by state and federal law.

Full Name (print)			
Maiden or Previously Used Name			
Address			
Sex	Race	Date of Birth	Social Security Number

☐ This authorization is valid for 90/180/___ days from date of signature.

☐ I, _____, give consent to the above-named to perform periodic criminal history background checks for the duration of my employment with this company.

Signature

Date

Notary

Date

FOR OFFICE USE ONLY

Purpose Code Used:

NON-CRIMINAL JUSTICE PURPOSES	
☐	E – Employment
☐	M – Working with Mentally Disabled
☐	N – Working with Elderly
☐	W – Working with Children
☐	P – Public Records (no consent required)
PERSONAL REQUEST (INDIVIDUAL OR THEIR ATTORNEY)	
☐	U – Personal Copy
CRIMINAL JUSTICE EMPLOYMENT	
☐	J – Civilian Criminal Justice Employment (State & III Info Received)
☐	Z – Sworn Criminal Justice Employment (State & III Info Received)

This inquiry resulted in the following:

☐	No Criminal Record Available
☐	Criminal Record Attached

Date of Inquiry: _____ Time of Inquiry: _____ Operator’s Initials: _____

Agency Designee Signature

Agreement of Indemnity

For Operation of Mobile Food Vehicles

This Hold Harmless and Indemnification Agreement (the "Agreement") made and entered into this ____ day of _____, 20____ by and between the City of Dalton, Georgia, a municipal corporation of the State of Georgia (the "City") and _____ ("Vendor").

Whereas, the City has specified certain areas of the city in which a mobile food vendor may conduct business (collectively, the Property");

Whereas, Vendor has requested that the City consent to temporary use of certain areas of the Property upon which Vendor can sell or offer to sell certain food and/or beverage items (the "Goods") and City agreed to permit such temporary, revocable use of the Property on the condition that the Vendor covenants and agrees to the terms of this Agreement.

Therefore, in consideration of the City allowing the Vendor the temporary, revocable use of certain areas of the Property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Vendor covenants and agrees as follows:

1. Vendor shall indemnify, defend and hold harmless the City, its officers, agents, employees and contractors from and against any and all actions, claims, liabilities, assertions of liabilities, losses, damages, costs and expenses whatsoever (including, but not limited to, attorney's fees) which in any manner may arise or be alleged to have arisen or resulted or be alleged to have resulted, directly or indirectly, from Vendor's use of any portion of the Property. Vendor's obligation of indemnity, defend and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the City relating to such loss or damage, except for loss or damage arising from the sole negligence or willful misconduct or gross negligence of the City. This provision shall survive the expiration or earlier termination of Vendor's use of the Property.
2. Vendor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licenses and authorized to transact business in the State of Georgia. The minimum limit for worker's compensation insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage, shall be one-million dollars (\$1,000,000) for any occurrence of bodily injury and three-million dollars (\$3,000,000) for any occurrence of property damage.
3. Vendor shall provide certificates of insurance evidencing the coverage required herein at the beginning of the term of this Agreement. Vendor shall deliver new certificates of insurance evidencing such coverage at the time any term of this Agreement is extended or renewed and at any item a new policy is issued, renewed, or non-renewed. Moreover, at any time during any term of this Agreement, upon the request of the City, Vendor shall provide proof sufficient to the satisfaction of the City that such insurance providing the coverage required herein continues in force and effect. Continuous insurance coverage as required by this Section is an essential term of this Agreement.
4. At all times during the term of this Agreement, Vendor shall be an independent contractor and shall not be an employee of the City. Neither the City nor any of its officers, employees or agents shall have control over the conduct of Vendor or any of its employees or agents except as otherwise set forth in this Agreement. Vendor

and any of its employees and agents, performing any service under this Agreement, shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City. Vendor shall have no power to incur any debt, obligation, or liability on behalf of the City or otherwise to act on behalf of the City as an agent. Vendor shall not represent in any manner that is, or that any of its employees or agents are, employees of the City.

5. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges and immunities as set forth in the Official Code of Georgia Annotated and/or the Constitution of the State of Georgia.
6. This Agreement shall expire at the earlier of the following events: (a) the City revokes its consent to Vendor's temporary use of the Property; or (b) the expiration of the one (1) year period commencing from the date of this Agreement or such other sooner date upon which a city ordinance regulating Mobile Food Vendors is approved.
7. This Agreement contains the entire agreement between Vendor and the City concerning indemnification.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this ____ day of _____, 20_____.

CITY of Dalton, Georgia

By: _____

Title: _____

VENDOR

By: _____

Title: _____

Further, I have read the entire registration form above and do hereby agree to the terms set forth by the City of Dalton Clerk's Office. I realize that failure to abide by this registration can forfeit any and all monies which may have been paid to reserve the location. I realize that by signing above and below I am personally liable for any and all fees, damages, and costs incurred as a result of my act(s), error(s), and omission(s) deriving from the event(s) described herein.

Vendor

Signature _____ Date _____

Approved by the City:

Signature _____ Date _____

Amount Paid: _____ Receipt # _____

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



MOBILE FOOD SERVICE UNIT PRIVATE PROPERTY USER AGREEMENT

The private property owner agrees to allow the Mobile Food Service Unit listed below to use his/her property (indicated below) as a Food Vending Location during the times specified below.

PRIVATE PROPERTY OWNER INFORMATION:

Owner Name: _____ Phone (_____) _____

Street Address of Owner: _____

City: _____ Zip Code: _____

E-Mail Address: _____ Signature: _____

Date: _____

MOBILE FOOD SERVICE UNIT INFORMATION:

Name of Mobile Food Service Unit: _____ Permit #: _____ Name of Mobile Food Service Unit

Owner: _____ Phone (_____) _____

Times of Operation: _____

Base of Operation Address: _____ Phone (_____) _____

City: _____ Zip Code: _____

Private Property/Food Vending Location Address: _____ City: _____ Zip

Code: _____

E-Mail Address: _____ Signature: _____

Date: _____

NOTE: As a Mobile Food Service Unit permit holder, I understand and agree that if I make any changes to my Food Vending Location, I must notify the Environmental Health Department (EH) within seven (7) calendar days. I further understand that failure to notify the (EH) Department of any changes may result in the suspension or revocation of my permit to operate as a Mobile Food Service Unit.



TOILET USE AGREEMENT FOR MOBILE FOOD SERVICE UNIT

Toilet facilities must be located within 200 feet from the Mobile Food Service Unit.

SANITARY TOILET FACILITY INFORMATION:

Owner Name: _____ Phone #: (_____) _____

Owner Street Address: _____

City: _____ Zip Code: _____

Toilet Facility Address: _____

City: _____ Zip Code: _____

I agree to allow the employees and consumers of the Mobile Food Service Unit listed below to use my sanitary toilet facilities at the location listed above during the operational hours of the Mobile Food Service Unit.

Owner Signature: _____ Date: _____

MOBILE FOOD SERVICE UNIT INFORMATION:

Business Name: _____ Permit #: _____

Owner Name: _____ Phone #: (_____) _____

City: _____ Zip Code: _____

Food Vending Location Address: _____ Hours of Operation: _____

Owner Street Address: _____

City: _____ Zip Code: _____

As a Mobile Food Service Unit permit holder, I understand that if toilet facilities are not available for employee/consumer use, then the Mobile Food Service Unit will be removed from the Food Vending Location completely.

Permit Holder Signature: _____ Date: _____



DALTON PARKS & RECREATION – DEPARTMENT SIGN OFF

Required Only If Food Truck is being set at a Park

THIS IS TO CERTIFY THAT THE DALTON PARKS AND RECREATION DEPARTMENT APPROVES THE FOLLOWING FOOD VENDING PARKING PERMIT.

MFV Name:		Park Name:	
Month(s):	Date(s):	Time:	
☐ Approved ☐ Denied			

Parks & Rec Representative: _____
(Printed Name)

Parks & Rec Representative: _____
(Signature)

Signature of Applicant

Date

**The Parks and Recreation Department has a contract with a concession vendor that prohibits the sale of outside food during scheduled recreation events at select parks. Mobile Food Vendors operating during a scheduled recreation event without permission from the Parks and Recreation Director will be required to leave.*

QUICK DOCUMENT CHECKLIST



This page is for **reference only**.

Additional documents or information may be required by the City Clerk's Office.

Required Items	Applicant/Vendor/Staff
Application for mobile food vending license	☐
Automobile liability insurance	☐
Background check consent form	☐
Color photo of vehicle	☐
Dalton Parks & Recreation MFV sign-off form <i>*Only if setting up at a park</i>	☐
Driver license(s) and vehicle registration information	☐
Fire Department inspection	☐
State and/or Local Food service permit	☐
Food service inspection report (must be within the last 6 months)	☐
License fee payable to the City of Dalton	☐
Occupational tax from base of operation	☐
Private property use agreement/written consent of the owner. <i>*Only for Private for Profit and Private Not for Profit</i>	☐
Scaled drawing indicating where such seating shall be located if temporary seating planned.	☐
Signed indemnification agreement <i>*Only for non-city sponsored food truck areas and city sponsored events</i>	☐
Toilet use agreement <i>*Only for Private for Profit and Private Not for Profit</i>	☐

*A violation of this chapter shall be subject to citation by code compliance or Dalton Police Department to the Municipal Court and upon adjudication of guilt subject to the general penalties provided under Section 6-4 of the charter of the City of Dalton as published by Municipal Code Corporation.