

## MOBILE FOOD VENDORS APPLICATION, ADDITIONAL REQUIREMENTS AND INFORMATION

**Clerk Department**  
Terri Roth, City Clerk  
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**PLEASE PRINT LEGIBLY IN BLUE OR BLACK INK**

### Instructions

Each Mobile Food Vendor shall obtain a business license (separate application) pursuant to City Code Article 8-2 and comply with additional requirements of Article 8-7. Application fees are non-refundable and must be paid prior to issuance of a Mobile Food Vendor License and before you can lawfully engage in business within City limits. The total application fee is \$225.00, and \$175 for annual renewal.

Fingerprinting fees are paid separately and are not included in this application fee. All business licenses expire on December 31 of each year and will be processed for automatic renewal, unless a written notification stating otherwise is received. The business license is a separate fee.

This form can also be completed and mailed with a check to the City Clerk, City of Litchfield Park, 214 W Wigwam Blvd, Litchfield Park, AZ 85340 or download a fillable .pdf from our website at [www.litchfieldpark.gov](http://www.litchfieldpark.gov) and email to [troth@litchfieldpark.gov](mailto:troth@litchfieldpark.gov) Credit Card payments may be taken telephonically.

**Notice Special Event Vendors:** Business licenses are not required for vendors attending City permitted special events (public events in the City). However, sales tax activity occurring at events in the City limits is required to be reported and paid to the City of Litchfield Park through the Arizona Department of Revenue.

### Section 1 – Applicant/Controlling Person/Designated Agent Information

Applicant Name:

Legal Business Name:

DBA Name:

Business Physical Address:

Business Phone

Controlling Person Name:

Controlling Person Address:

Controlling Person Phone:

Controlling Person Email

Designated Agent Name:

Designated Agent Address:

Designated Agent Phone:

Designated Agent Email:

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### Section 2 –Other Licensing Information (Copies of each item listed must be included)

|                                          |               |                                                          |
|------------------------------------------|---------------|----------------------------------------------------------|
| State License                            | Copy attached | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Food Handlers Permit                     | Copy attached | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| City of Litchfield Park Business License | Copy attached | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Transaction Privilege Tax                | Copy attached | <input type="checkbox"/> Yes <input type="checkbox"/> No |

### Section 3 – Driver and Vehicle Information (A photo of each driver's license & vehicle must be included)

|                                       |                |                                                          |
|---------------------------------------|----------------|----------------------------------------------------------|
| Vehicle Description (Year/Make/Model) | Photo attached | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Driver's License                      | Photo attached | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| License Plate Number                  | Photo attached | <input type="checkbox"/> Yes <input type="checkbox"/> No |

### Section 4 – Insurance (A copy of the policy for each vehicle must be included)

1. If the mobile food unit operates an event sponsored by the City or operates on public property, including rights-of-way or property owned by the City, the mobile food vendor shall obtain insurance naming the City as an additional insured in amounts as required by the City and in accordance with the requirements of A.R.S. Title 9, Chapter 4, Article 7.2.
2. The insurance company issuing the policy shall be authorized to issue commercial liability policies in Arizona by the Arizona Department of Insurance.
3. The policy shall designate by manufacturer's serial or identification number all mobile food units for which coverage is granted.
4. The policy shall insure the person named in the policy and any other person using the mobile food vendor with the express or implied permission of the named insured against any liability arising out of the ownership, maintenance or use of the mobile food unit in Arizona.

### Section 5 - Location

Except as provided in Article 8-7-6H, a mobile food vendor shall operate a mobile food unit only in commercial and industrial zoning districts in accordance with the City's Zoning Codes and subject to the following limitations and conditions:

1. Residential Area. A mobile food vendor shall not operate in an area zoned for residential use or within two hundred fifty (250) feet of an area zoned for residential use, except that, subject to applicable laws and the City code, a mobile food vendor may operate on private property in a residential area if the mobile food vendor obtains a separate agreement with the property owner to operate a mobile food unit for a maximum of six (6) hours within a twenty-four (24) hour period on the private property.

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2. **City-Owned Property.** A mobile food vendor shall only operate in a legal parking space. If the mobile food vendor desires to operate on City property other than a legal parking space in a right-of-way, the mobile food vendor shall obtain from the City a separate agreement for use, services contract, or similar agreement, which will be entered into at the City's sole discretion and applicable law.
3. **Private Property:** A mobile food vendor shall obtain written permission to use any private property where a mobile food unit is operating and shall provide proof of such written permission on demand by the City.

### Section 6 – Fingerprint Requirements

You are responsible for submitting your fingerprints to DPS. Your fingerprints will be used to check the criminal history records of the FBI. Include two photographs (size 2" x 2"), a fingerprint card, and the \$22.00 fee made payable to Department of Public Safety (DPS). Cash or check is accepted. Please note results may take between 3-6 weeks.

If you have a criminal history record, the officials making a determination of your suitability for employment, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record.

The procedures for obtaining a change, correction, or updating of your FBI criminal history record are set forth in Title 28, Code of Federal Regulations (CFR), Section 16.30 through 16.34. Information on how to review and challenge your FBI criminal history record can be found at [www.fbi.gov](http://www.fbi.gov) under "Services" and then "Identity History Summary Checks" or by calling (304) 625-5590.

To obtain a copy of your Arizona criminal history in order to review/update/correct the record, you can contact the Arizona Department of Public Safety Criminal History Records Unit at (602) 223-2222 to obtain a fingerprint card and a Review and Challenge packet. Information on the review and challenge process can be found on the DPS website at [www.azdps.gov](http://www.azdps.gov).

### Section 7 – Hold Harmless Agreement

The applicant acting on behalf of itself and the owner of the mobile food unit, (hereafter called "permittee") agrees to reimburse the City of Litchfield Park (hereafter called "City") for all loss incurred by it in repairing or replacing damage to City property caused by the permittee, its officers, employees, agenda, monitors, or any other persons attending or forming the event who were, or should have been, under the permittee's control.

The permittee, acting on behalf of itself and the owner of the mobile food unit, further agrees to appear, defend, indemnify, and hold harmless the City, its officers, agents, and employees from any liability to any persons, damages, losses, or injuries arising out of or alleged to arise out of permittees activities under the business license and the activities of permittee's officers, employees, agents, including monitors, or invitees.

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### Section 8 – Use of Public Property or City Right-of-Way other than Legal Parking Spaces

1. What is/are the date(s) of your event: \_\_\_\_\_
  2. Will any part of this event take place in a City park?  
☐ YES                      ☐ NO  
 If yes, name of park where event will take place: \_\_\_\_\_
  3. Will any part of this event take place on a sidewalk, street, median, or other Public Right-of-Way?  
☐ YES                      ☐ NO  
 If yes, sidewalk, street, median, or other Public Right-of-Way involved: \_\_\_\_\_
  4. Will any part of this event/activity take place in a City parking lot, City-owned land, or other City public property?  
☐ YES                      ☐ NO  
 If yes, City parking lot, City-owned land, or other City public property involved: \_\_\_\_\_
  5. Will this event take place on public property that is not owned by the City of Litchfield Park?  
☐ YES                      ☐ NO  
 If yes, name of organization and contact person owning the public property: \_\_\_\_\_
  6. Submit a 8 ½ x 11" Site Plan marked as "Attachment A".  
 Failure to complete this Section 8 and receive approval for use of City property through a separate agreement with the City for use of City property other than legal parking spaces may result in fines, revocation of the Mobile Food License pursuant to Articles 8-7-8 and 8-7-9 of the City Code, and other remedies.
- Contact Person Name and Phone Number: \_\_\_\_\_

### Section 9 – Owner, Applicant, or Officer Signature and Certification

1. I certify that the statements made in this application are true and complete to the best of my knowledge.
2. I accept the license issued in response to this application and agree to comply with all City codes and ordinances that are applicable to my business.
3. I understand that it is my responsibility to ensure that the city's zoning regulations are complied with before applying for a business license.
4. I understand that without written notification of cancellation, billing for the annual license fee will continue.
5. Issuance of a business license by the City shall not be construed as permission to operate a business in any unauthorized manner or in conflict with local/state/federal regulations.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

