



City of Byron
232 W. Second St.-PO Box 916
Byron IL 61010
815-234-2762

For Office Use Only:

Date Paid: _____
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MOBILE FOOD VEHICLE LICENSE APPLICATION

Fee: \$45.00 for 3-day period/\$120.00 per year

Date of Application: _____

Applicant Name (Organization or Individual): _____

Primary Contact Name and Title: _____

Address: _____

Phone: _____ Email: _____

I prefer to be contact by: _____ Phone _____ Text _____ Email

Operating Hours: _____

Operating Location(s): _____

Names, current addresses and telephone numbers of any person who will be working in the mobile food truck or in conjunction with the mobile food vendor (use other side if needed):

PLEASE PROVIDE THE FOLLOWING INFORMATION WITH THIS APPLICATION:

- Copies of all necessary licenses, permits, or registrations required by the:
 - * Ogle County Department of Public Health
 - * Illinois Department of Transportation
 - * Illinois Department of Revenue
 - * Illinois Department of Public Health
 - * Illinois Secretary of State
- A description of the public or private property or public ways where the applicant seeks to operate.
- A site diagram depicting the proposed operating location or route, signs, lighting and vehicle circulation.
- Evidence of permission from the owner of any private property where the applicant seeks to operate.
- A copy of a valid driver's license for any person who will be driving or towing the mobile food vehicle.
- A signed criminal background check acknowledgement and authorization form.
- A signed statement that the applicant shall hold harmless the City and its officials and employees, and shall indemnify the City, its officials and employees, for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the license.
- Proof of the insurance required.

MOBILE FOOD VEHICLE STANDARDS

Mobile food vehicle licensees must comply with all applicable federal, state, and local laws and ordinances, including, but not limited to, the following standards. Please see Byron Municipal Code Chapter 5.56.

1. Licenses are not transferable from the approved licensee, or operating location or route.
2. Only the licensee or an authorized employee may operate the licensed mobile food vehicle.
3. Each mobile food vehicle requires a separate license.
4. Each mobile food vehicle must display a sign consisting of letters no less than three (3) inches in height stating the name and telephone number of the vehicle owner.
5. Registered sex offenders, as defined in the Sex Offender Registration Act (730 ILCS 150/1), are ineligible for a mobile food vehicle license.
6. Licensees must furnish and maintain such public liability, food products liability, and property damage insurance that will protect the applicant, the mobile food vehicle, and the City from all claims for damage to property or bodily injury, including death, which may arise from the operations under the license or in connection therewith. Such insurance shall provide coverage of not less than one million dollars (\$1,000,000.00) per occurrence, and not less than two million dollars (\$2,000,000) aggregate, plus auto insurance in the minimum amount of one million dollars (\$1,000,000) per occurrence combined single limit. The city shall be named as an additional insured. The policy shall further provide that it may not be cancelled except upon thirty (30) days written notice served upon the City Clerk. A license issued pursuant to the provisions of this Section shall be invalid at any time the insurance required herein is not maintained and evidence of continuing coverage is not filed with the City Clerk.
7. Licensees must file and pay all taxes required by the City of Byron and the State of Illinois.
8. Mobile food vehicles are prohibited from parking, standing, or operating:
 - within twenty (20) feet of a crosswalk, stop light, or stop sign; or
 - within one hundred (100) feet of the property line of a restaurant or other eating place. This requirement may be waived if the application is submitted with the written consent of the proprietor of the restaurant or other eating place; or within one thousand five hundred (1,500) feet of such other location of any fair, carnival, circus, festival, farmers' market, athletic contest featuring concessions for sale, or other special event or civic event that is licensed or sanctioned by the City via a special use permit or otherwise for the duration of such event unless such mobile food vehicle is operated by an approved vendor as part of the event or has received the expressed consent of the City Council to operate within the prohibited zone during such an event; or
 - In a manner that obstructs a public way, impairs the movement of pedestrians or vehicles, and poses a hazard to public safety; or
 - On any private property without written consent of the owner; or
 - With amplified sound
9. Mobile food vehicles must be attended at all times on a public way and may only remain on the public way during approved hours of operation.

By signing this application, the applicant is acknowledging that he/she is familiar with the conditions, requirements, and prohibitions of this application, as well as those set forth in the ordinances, codes, rules, and regulations, as amended from time to time, and will abide by each and every such condition, requirement, and prohibition. Failure to adhere to every such condition, requirement, and prohibition may result in the levying of the penalties established herein and in the City ordinances, and immediate revocation of the license granted under this application. In addition, the City may bring such other legal actions as may be appropriate under the circumstances.

Applicant Signature: _____

Printed Name: _____

Name of Organization: _____

Title: _____

Date: _____

MOBILE FOOD VEHICLE LICENSE HOLD HARMLESS AGREEMENT

Whereas, _____ ("Applicant") desires a mobile food vehicle license ("License") from the City of Byron ("City").

Whereas, as an express condition of and in consideration of the City issuing the License, Applicant agrees to assume all risk and liability pertaining to activities conducted under the License.

Now therefore, to the fullest extent permitted by law, the Applicant hereby releases, waives, discharges, indemnifies, defends, and forever holds harmless the City and its officials, employees, agents and volunteers from and against any and all liability or claim of liability, loss or expense, including defense costs and legal fees and claims for damages of whatsoever character, nature and kind, or causes of action now existing or which may hereafter exist whether directly or indirectly arising from the License or connected with an act or omission of the Applicant, or an agent, invitee, guest, or employee, invited by and/or with the permission and consent of the Applicant, with respect to the License or the operations, activities or services conducted under the License, of any nature whatsoever, including, but not limited to, liability expense and claims for: bodily injury, death, personal injury, or property damage caused by the negligence, creation or maintenance of a dangerous condition or intentional infliction of harm or violation of state and federal laws, including all unknown, unforeseen, unanticipated and unsuspected injuries, death, damages, loss and liability and the consequences thereof, as well as those now disclosed and known to exist.

Nothing set forth in this Agreement shall be deemed a waiver by the City of any defenses or immunities that are or would be otherwise available to the City or its officials, employees, agents or volunteers under the provisions of the Illinois Local Government and Governmental Employees Tort Immunity Act, or that are otherwise available to local governments and their corporate authorities, officers, employees, agents and volunteers under the common law of the State of Illinois or the United States of America. The provisions of this Section shall survive the expiration or earlier termination of the License or renewal thereof.

The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement. The undersigned represents he/she has full authority to execute this Agreement on behalf of the Applicant.

Agreed this _____ day of _____, 20____.

(Name of Applicant)

Signature of Authorized Person

Title

NOTICE – BACKGROUND INVESTIGATION

In connection with your employment/licensure (including contract or volunteer services) or application to rent a dwelling with _____ (the "Company"), notice is hereby given that a consumer report and/or investigative consumer report may be obtained from a consumer reporting agency for employment purposes. These reports may contain information about your character, general reputation, personal characteristics and mode of living, whichever are applicable. They may involve personal interviews with sources such as your neighbors, friends or associates. The reports may also contain information about you relating to your criminal history, credit history, driving and/or motor vehicle records, education or employment history, or other background checks.

You have the right, upon written request made within a reasonable time after the receipt of this notice, to request disclosure of the nature and scope of any investigative consumer report prepared by contacting the Company and AmericanChecked, 15 W. 6th St., Suite 2300, Tulsa, OK. 74119; Phone: 1- 800-975 9876. For information about AmericanChecked privacy practices, see <http://americanchecked.com/privacy-policy>. The scope of this notice and below authorization is not limited to the present and, if you are hired, will continue throughout the course of your employment and allow the Company to conduct future screenings for retention, promotion or reassignment, as permitted by law and unless revoked by you in writing.

ACKNOWLEDGEMENT AND AUTHORIZATION

By signing below, I hereby authorize the obtaining of consumer reports and/or investigative consumer reports by the Company at any time after receipt of this authorization and throughout the course of my employment, if applicable.

Signature: _____ Date: _____

First Name: _____ Middle Name: _____ Last Name: _____

SSN: _____

**** PLEASE INCLUDE A COPY OF YOUR DRIVER'S LICENSE WITH YOUR APPLICATION****

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer

reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is

placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552 b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above: a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act. c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations d. Federal Credit Unions	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050 b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480 c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106 d. National Credit Union Administration Office of Consumer Financial Protection (OCFP) Division of Consumer Compliance Policy and Outreach 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., Suite 8200 Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357