



Fee: \$450 (each vehicle) (\$350/ Resident owner/ Business owner in East Aurora)

**All Mobile Vending Permits expire on December 31<sup>st</sup> of permit year**

**Village of East Aurora – Mobile Food Vending Application**

585 Oakwood Avenue East Aurora, NY 14052 PH:716-652-6000

Email: [maureen.jerackas@east-aurora.ny.us](mailto:maureen.jerackas@east-aurora.ny.us)

Applicant's Name \_\_\_\_\_ Date \_\_\_\_\_

Business Name \_\_\_\_\_

Type of Entity: \_\_\_\_\_ Sole Proprietor \_\_\_\_\_ Corporation\* \_\_\_\_\_ Partnership\* \_\_\_\_\_ LLC (Limited Liability Corp.)\* Business

Phone ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_ Other phone # ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Business Address \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_

Email Address \_\_\_\_\_

Mobile Food Vehicle is \_\_\_\_\_ Self-Powered \_\_\_\_\_ Trailer License Plate # \_\_\_\_\_

Location(s) of operation in the Village \_\_\_\_\_

\* Name, Address, telephone number and email address for every owner/corporate officer must be attached to this application

**PLEASE SUBMIT THE FOLLOWING DOCUMENTATION ALONG WITH THE \$450 PERMIT FEE:**

\_\_\_\_\_ Completed Application. (Permit Fee can be paid by check, money order, or cash only. Checks should be made payable to Village of East Aurora)

\_\_\_\_\_ Valid and current copies of all licenses, permits or certificates required by the County of Erie, State of New York or any subsidiary enforcement agencies or departments thereof, including an Erie County Health Department permit for both the mobile food vehicle and facility used for food preparation.

\_\_\_\_\_ Proof of current DMV registration, and for self-powered mobile food vehicles, also provide proof of inspection.

\_\_\_\_\_ Certificate(s) of Liability Insurance identifying the Village of East Aurora, NY as an additional insured, which will protect the vendor and the Village from all third-party claims for damage to property or person, including death, which may arise from the operations under the permit or in connection therewith. Such insurance shall provide coverage of not less than \$1,000,000/occurrence with documentation establishing a thirty (30)-day cancellation clause with the written notice served upon the Village of East Aurora, 585 Oakwood Avenue, East Aurora, NY 14052.

\_\_\_\_\_ Written verification (if applicable) that the subject mobile food vehicle passed a fire inspection within the prior 12 months, conducted by the County of Erie or by a municipality or fire department within Erie County or by the Village.

\_\_\_\_\_ Signed Indemnification Agreement

Each signatory to this application, by execution of this application, represents that he or she is familiar with Chapter 180 of the Code of the Village of East Aurora, New York, relating to Mobile Food Vending and agrees that the vendor applicant shall defend, indemnify and hold harmless the Village and its officers and employees from any claims for damage to property or injury to persons which may be occasioned by an activity carried on by the vendor or its agents or employees in any way associated with food or beverage vending and that said signatory has the authority of his or her principal or corporate principal to so commit.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Information as to each applicant or corporate officer:

Last Name, First Name \_\_\_\_\_

Home Phone \_\_\_\_\_

Home Address (No P.O. Boxes) \_\_\_\_\_

Email Address \_\_\_\_\_

Corporate Title (if applicable) \_\_\_\_\_

Signature \_\_\_\_\_

Last Name, First Name \_\_\_\_\_

Home Phone \_\_\_\_\_

Home Address (No P.O. Boxes) \_\_\_\_\_

Email Address \_\_\_\_\_

Corporate Title (if applicable) \_\_\_\_\_

Signature \_\_\_\_\_

Last Name, First Name \_\_\_\_\_

Home Phone \_\_\_\_\_

Home Address (No P.O. Boxes) \_\_\_\_\_

Email Address \_\_\_\_\_

Corporate Title (if applicable) \_\_\_\_\_

Signature \_\_\_\_\_

Last Name, First Name \_\_\_\_\_

Home Phone \_\_\_\_\_

Home Address (No P.O. Boxes) \_\_\_\_\_

Email Address \_\_\_\_\_

Corporate Title (if applicable) \_\_\_\_\_

Signature \_\_\_\_\_

**Please provide a separate sheet for names/addresses/signatures of additional applicants/corporate officers.**

## Indemnification and Hold Harmless Agreement

It is hereby agreed by \_\_\_\_\_ (hereinafter referred to as the "Applicant") with an office located at \_\_\_\_\_ that the Village of East Aurora (hereinafter referred to as the "Village") that the Applicant has received a permit to act as an operator of a mobile food vendor in the Village.

Applicant further understands and acknowledges that such operations by the Applicant are at the Applicant's **sole risk** and without any warranties or guarantees of any nature whatsoever. Applicant further agrees to **assume all risks** inherent and/or reasonably related to Applicants business.

The Applicant shall also **defend, indemnify and hold harmless** the Village, the Board of Trustees, its employees, and agents, from any and all claims which may arise as a result of any acts and/or omissions by the Applicant, and/or any employee, and/or agent of the Applicant, and third party using the services and/or products supplied, delivered, sold, gifted, and/or distributed in any manner whatsoever by the Applicant regardless of the nature of such claim, suit, damage, loss, cost, or expense, including, but not limited to, bodily injury, property damage, personal injury, wrongful death, trespass, strict liability, negligence, recklessness, tort, breach of contract, and/or any other form of claim, including, without limitation, reasonable attorneys and experts fees, expenses and disbursements of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against the Village relating to, resulting from, arising out of the operations of or by the Applicant either directly or indirectly, including, but not limited to all acts and/or omissions of the Applicant, its employees, servants, officers, and agents.

The undersigned acknowledges and affirms that he/she has the authority to execute this document on behalf of the Applicant and bind the Applicant to each and every term contained herein.

This document shall be interpreted by and pursuant to the laws of the State of New York with venue in the County of Erie.

Date: \_\_\_\_\_

\_\_\_\_\_  
Name of Applicant

\_\_\_\_\_  
Signature of Applicant

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or provided to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/ her/ their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_

DEPARTMENT OF POLICE  
VILLAGE EAST AURORA/TOWN OF AURORA

571 MAIN STREET

EAST AURORA, NY 14052

TEL: (716) 652-1111 FAX: (716) 652-3790

INDIVIDUAL LOCAL CRIMINAL HISTORY AUTHORIZATION

[NOT BASED ON FINGERPRINTS]

NAME: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

DOB: \_\_\_\_\_ SOCIAL SECURITY # \_\_\_\_\_

IDENTITY VERIFIED BY: \_\_\_\_\_

(COPY ATTACHED)

I AUTHORIZE THE VILLAGE OF EAST AURORA-TOWN OF AURORA POLICE DEPARTMENT TO CONDUCT A NAME-ONLY SEARCH OF THEIR ARREST RECORDS CONCERNING MYSELF. THIS CHECK (ATTACH SUPPORTING DOCUMENTS) IS NEEDED FOR (PLEASE CHECK APPLICABLE REASON):

SCHOOL \_\_\_\_\_ EMPLOYMENT \_\_\_\_\_ VISA \_\_\_\_\_ IMMIGRATION \_\_\_\_\_

PERMITS ☒ INDIVIDUAL REASONS \_\_\_\_\_

I HEREBY RELEASE YOU, THE INSTITUTION OR ESTABLISHMENT WHICH YOU REPRESENT, INCLUDING ITS OFFICERS, EMPLOYEES, AND RELATED PERSONNEL, BOTH INDIVIDUALLY AND COLLECTIVELY, FROM ANY AND ALL LIABILITY FOR DAMAGES OF WHATEVER KIND, WHICH MAY AT ANY TIME RESULT TO ME, MY HEIRS, FAMILY OR ASSOCIATES BECAUSE OF COMPLIANCE WITH THIS AUTHORIZATION FOR RELEASE OF INFORMATION, OR ANY ATTEMPT TO COMPLY WITH IT. SHOULD THERE BE ANY QUESTIONS AS TO THE VALIDTY OF THE AUTHORIZATION YOU MAY CONTACT ME AS INDICATED ABOVE

\_\_\_\_\_  
NOTARIZED SIGNATURE

Sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_