



# MOBILE CANTEEN LICENSE APPLICATION

## A. Personal Information

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Numbers: H \_\_\_\_\_ W \_\_\_\_\_ C \_\_\_\_\_

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

Driver's License No. (copy attached): \_\_\_\_\_

Insurance Company (Name/ Policy # (attached): \_\_\_\_\_

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## B. Business Information

Type of Business	Truck/Trailer (Make/Model)	License Plate No.	Registered Owner

Location (Lot/ Concession): \_\_\_\_\_

Name of Property Owner: \_\_\_\_\_

Civic Address (Attach Map): \_\_\_\_\_

(If applicant does not own location, please include a letter of consent for the property location)

### ACKNOWLEDGE: I ACKNOWLEDGE IF A PERMIT IS GRANTED THAT:

1. The recipient of this permit does not require a proprietary or vested interest in the location;
2. The permit may be revoked at any time by the Municipal Council upon notice to the operator of the canteen;
3. The operator shall assume all liability arising out of the operation of the canteen at the above noted location.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

APPLICANT TO FILL OUT

## Licensing Regulations:

1. Licensee shall keep the vehicle and equipment in the place where food is prepared in a clean, sanitary and satisfactory condition and shall comply with the regulations of the Public Health Act and regulations made thereunder respecting eating establishments and shall at times permit the Medical Officer of Health to inspect vehicle.
2. Shall comply with the Fire Code under the Fire Marshal's Act, Propane Storage, Handling and Utilization Code under the Energy Act or any regulations passed affecting such vehicles.
3. Licensee shall insure no structural modifications are made to the mobile canteen or equipment placed herein without prior approval of the Building Inspector and the By-law Enforcement Officer
4. A License shall be issued to one vehicle only and shall be at times affixed in a prominent position to the vehicle operated. One license does not cover more than one canteen.
5. Shall have proof of insurance in the amount of not less than one million dollars (\$1,000,000) for public liability, inclusive of bodily injuries, property damage and accident benefits.
6. Proof of insurance shall include a provision therein or an endorsement thereof that the Licensing Officer will be given at least ten 10 days' notice in writing of any cancellation, expiration or variation in the policy.
7. A mobile canteen operator, prior to the issuance of the license, shall provide an indemnification to the Municipality of Trent Hills whereby the canteen operator agrees to indemnify and hold harmless the Corporation of the Municipality of Trent Hills, its agents, servants, employees and officials from any claims, actions or suits which might be brought against the said operation of the mobile canteen in any manner.
8. No mobile canteen shall be parked in any park or on municipal property unless prior permission is received by the Municipality of Trent Hills.
9. Every owner of a mobile canteen shall provide a garbage or litter receptacle for recycling and disposal. In addition, any owner of a mobile canteen shall ensure that the area around the operation is kept clean of garbage or litter.
10. Any advertising shall not be placed on any municipal, county or provincial highway without receiving prior approval from the appropriate governing body.
11. Mobile canteens shall only be operated on private property with the written consent of the owner and occupant of the property and, except for special events licenses, upon a site which is appropriately zoned, pursuant to the zoning by-law of the Municipality of Trent Hills.
12. Upon expiry of the license, the mobile canteen shall be removed from the site.
13. A special event authorized by Council shall exempt mobile food canteens from the fee requirements of this by-law for the period of the special event but shall not exclude the said canteens from compliance with other requirements of this by-law.
14. Such vehicles may be stopped on streets or lanes of the Municipality of Trent Hills for the purpose of making deliveries into a building provided that an order for such food and refreshments has previously been obtained and provided that such vehicle shall be stopped only so long as is necessary to effect such delivery and is stopped or parked in such a manner as complies with all of the other by-laws of the Municipality.
15. No mobile canteen shall be permitted to operate in a prohibited area as specified in Schedule "B" attached to and forming part of this by-law.
16. No mobile canteen shall be permitted to locate within 75 meters of an existing restaurant.

### OFFICE USE ONLY

<b>Health Inspection</b>	<input type="checkbox"/>	<b>Location Consent</b>	<input type="checkbox"/>
<b>Insurance Liability (\$1,000, 000)</b>	<input type="checkbox"/>	<b>Maps (Greater than 100 meters from a restaurant</b>	<input type="checkbox"/>
<b>Indemnification to the Municipality of Trent Hills</b>	<input type="checkbox"/>	<b>Garbage Receptacle</b>	<input type="checkbox"/>
<b>Fire Inspection:</b>	<input type="checkbox"/>	<b>Note:</b> _____	
<b>Fire Request:</b> <b>ESA Inspection</b>	<input type="checkbox"/>	<b>TSSA Inspection</b>	<input type="checkbox"/>
<b>Date Licensed Issued:</b> _____		<b>Employee Signature:</b> _____	
<b>Is Location on County Road</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		<b>County Permission Included</b>	<input type="checkbox"/>

**INDEMNIFICATION**

WHEREAS a mobile canteen operator, prior to the issuance of a mobile canteen license, shall provide an indemnification to The Corporation of the Municipality of Trent Hills whereby the mobile canteen operator agrees to indemnify and hold harmless the Municipality of Trent Hills and employees, agents, servants and officials.

NOW THEREFORE, \_\_\_\_\_  
(Name of Mobile Canteen Operator)

\_\_\_\_\_  
(Address and Phone Number of Mobile Canteen Operator)

hereby covenants and agrees to indemnify and hold harmless the Municipality of Trent Hills, its agents, servants, employees and officials from any claims, actions, damages, suits or loss (including legal costs) which might be brought against the said negligence, or omission of the mobile canteen operator, their agents, servants or employees. This indemnity is proved incidental to a grant license to operate said mobile canteen.

DATED at the Municipality of Trent Hills:

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Canteen Operator

\_\_\_\_\_  
Clerk / Deputy Clerk