

# Food Truck License

**DEPARTMENT  
OF COMMUNITY  
DEVELOPMENT**

*planners@westfield.in.gov  
(317) 804-3170*

**FEE SCHEDULE:**

**One (1) Year License: \$150**

**After June 30th: \$100**

**Renewal: \$100**

*(No refunds or deductions)*

**Fee Exempt:** *Religious  
Institutions, Schools,  
Nonprofits, Fraternal  
Organizations, Honorably  
Discharged Veterans*

Has this business previously  
held a Business License from  
the City of Westfield?

Yes

No

If "Yes," what were the  
years?

Has the License been  
previously revoked?

Yes

No

If "Yes," please provide an  
explanation as to when and  
why.

2728 East 171st Street  
Westfield, IN 46074  
<https://westfield.in.gov>

Applicant Name

Telephone Number

Email

Business Name

Tax ID

Business Telephone

Business Physical Address

Current Physical Address

Date of Birth

Type of Products to Be Sold

Names of Municipalities or Government Units the Appli-  
cant Has Applied for a License Within Past 12 Months

Designation of Resident of Indiana as a Registered  
Agent for the Purposes of Receiving Notices From City  
of Westfield.

***If Applicant Is Employed By or Represents a Firm, Limited Liability Company/Corporation; Must Provide  
Name and Current Physical Address of All Members of Firm/Company, or All Officers of Corporation.***

**REQUIRED**

All applicable permits required by Hamilton  
County Health Department or other agencies,  
food service establishment license, certified  
food handler certificate or alcoholic beverage  
catering license

Proof of registration as a business with  
Indiana Secretary of State

Proof of employer identification number

Letter of approval from City Parks  
Department (if business is conducted on/in  
property owned or managed by Parks Dept.)

Copy of IN vehicle registration

Copy of valid driver's license

Certificate of liability insurance naming City of  
Westfield as co-insured

*Personal Injury: \$100,000.00 per occurrence and  
\$300,000.00 in the aggregate  
Property Damage: \$25,000.00 per occurrence and  
\$50,000.00 in the aggregate*

**ATTACHED ITEMS:**

Indemnity and Hold Harmless Agreement

Conduct Agreement

Applicant Affidavit

# Applicant Affidavit



**IN WITNESS WHEREOF**, the undersigned, having duly sworn, upon oath certifies that by signing this application that: (i) I am fully empowered and duly authorized by any and all necessary action or consent to execute and deliver this application and certification for and on behalf of the party for which I am signing; (ii) the party for which I am signing has full capacity, power, and authority to carry out and enter into the obligations required under the permit; (iii) this license has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the party for which I am signing; and (iv) the party for which I am signing agrees to conform to the regulations of the City of Westfield, Hamilton County and the State of Indiana.

**I hereby acknowledge and accept that this permit may be immediately revoked by the City of Westfield for the commission of any act, or for failing to act in a manner, that constitutes a violation of any applicable law of the City of Westfield, Hamilton County or the State of Indiana.**

Applicant Printed Name

Applicant Signature

Date

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the Applicant, who having been duly sworn acknowledged the execution of the foregoing Application.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

State of \_\_\_\_\_, County of \_\_\_\_\_, SS:

**DEPARTMENT  
OF COMMUNITY  
DEVELOPMENT**

*planners@westfield.in.gov*  
*(317) 804-3170*

2728 East 171st Street  
Westfield, IN 46074  
<https://westfield.in.gov>

Notary Public Signature

Notary Public (printed)





# Food Vendor Conduct Agreement

DEPARTMENT OF COMMUNITY DEVELOPMENT

planners@westfield.in.gov (317) 804-3170

2728 East 171st Street Westfield, IN 46074 https://westfield.in.gov

The City of Westfield Unified Development Ordinance provides basic regulations for the operation of all Mobile Food Vendors. This agreement establishes a standard of conduct for such operations. As a licensed Mobile Food Vendor, I understand that I cannot and will not conduct business in a manner that would violate any of the standards of conduct noted below:

- Mobile Food Vendor operators shall conduct themselves at all times in an orderly and lawful manner and shall not make or cause to be made any unreasonable noise, including noise of such volume as to be in violation of any applicable nuisance or noise ordinance.
No Mobile Food Vendor unit may be permanently or temporarily affixed to any object including, but not limited to, buildings, trees, telephone poles, streetlight poles, traffic signal poles or fire hydrants.
Each Mobile Food Vendor shall be limited to signage as allowed in the City of Westfield UDO under Article 6.17 Sign Standards.
No Mobile Food Vendor unit may make use of any public electrical outlet while in operation.
Each Mobile Food Vendor shall protect against littering and shall have an adequate trash receptacle which shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time.
Trash shall not be emptied into City receptacles.
Liquid from the Mobile Food Vendor unit shall not be discharged on or in a City sewer or drain or elsewhere on city or private property without the express writing permission of the property owner.
Before leaving any location, the Mobile Food Vendor shall pick and remove all trash, including spilled products, within twenty (20) feet of the Mobile Food Vendor unit.
No Mobile Food Vendor shall expose any pedestrian to any undue safety or health hazards, nor shall it be maintained so as to create a public nuisance.
Mobile Food Vendors which utilize a grill or devise that may result in a spark, flame or fire shall adhere to the following:
Be places twenty (20) feet from any building or structure.
Provide a barrier between the grill or device and the general public.
The spark, flame, or fire shall not exceed twelve (12) inches in height.
A fire extinguisher shall be within reaching distance of the Mobile Food Vendor operator at all times.
Mobile Food Vendor operators shall be required to obey the commands of law enforcement officer or fire officials with respect to the activity carried out, including where possible, the removal of the Mobile Food Vendor unit and cessation of sales.
No Mobile Food Vendor unit shall be left unattended.
No Mobile Food Vendor unit shall be left overnight on any City property or road right-of-way.
No Mobile Food Vendor shall provide or allow any dining area unless otherwise authorized by the City of Westfield

Licensee Printed Name

Licensee Signature

Date

**MOBILE FOOD VENDER BUSINESS LICENSE  
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The undersigned licensee ("Licensee"), in consideration of the issuance of a license by the City of Westfield, agrees to the following:

1. In exchange for the issuance of a license by the City of Westfield, Licensee releases, holds harmless, and forever indemnifies the City of Westfield and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident in any way related to Licensee's operation of a business that was licensed by the City of Westfield. This includes, but is not limited to, claims for personal injury, death, property damage, and/or any other type of harm or injury.

2. Licensee shall defend, indemnify, and hold harmless the City of Westfield and any and all City employees, officers, and agents from and against any and all actions, costs, claims, suits, losses, expenses, and damages, including but not limited to attorney's fees and court costs, arising out of Licensee's operation of a business which has been licensed by the City of Westfield.

3. Licensee understands this release binds Licensee and Licensee's spouse, heirs, executors, partners, co-owners, and administrators.

Licensee acknowledges that he/she/they has read this release and understands all of its terms. Licensee signs this release voluntarily and with full knowledge of its significance.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature