

Agreement of Indemnity For Operation of a Mobile Food Unit

This Hold Harmless and Indemnification Agreement (the "Agreement") made and entered into this _____ day of _____, 20__ by and between the Meriwether County, Georgia, a municipal corporation of the State of Georgia (the "City") and _____ ("Vendor").

Whereas, the County has specified certain areas of the county in which a mobile food vendor may conduct business (collectively, the "Property");

Whereas, Vendor has requested that the County consent to temporary use of certain areas of the Property upon which Vendor can sell or offer to sell certain food and/or beverage items (the "Goods") and the County agreed to permit such temporary, revocable use of the Property on the condition that the Vendor covenants and agrees to the terms of this Agreement.

Therefore, in consideration of the County allowing the Vendor the temporary, revocable use of certain areas of the Property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Vendor covenants and agrees as follows:

1. Vendor shall indemnify, defend and hold harmless the County, its officers, agents, employees and contractors from and against any and all actions, claims, liabilities, assertions of liabilities, losses, damages, costs and expenses whatsoever (including, but not limited to, attorney's fees) which in any manner may arise or be alleged to have arisen or resulted or be alleged to have resulted, directly or indirectly, from Vendor's use of any portion of the Property. Vendor's obligation to indemnify, defend and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the County relating to such loss or damage, except for loss or damage arising from the sole negligence or willful misconduct or gross negligence of the County. This provision shall survive the expiration or earlier termination of Vendor's use of the Property.
2. Vendor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for worker's compensation insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage, shall be five hundred thousand dollars (\$500,000) per person and five hundred thousand dollars (\$500,000) per occurrence for bodily injury and five hundred thousand dollars (\$500,000) per occurrence for property damage. In addition to the above general coverage, Vendor shall maintain professional liability insurance coverage with limits of one-million dollars (\$1,000,000) per occurrence and in aggregate.
3. Vendor shall provide certificates of insurance evidencing the coverage required herein at the beginning of the term of this Agreement. Vendor shall deliver new certificates of insurance evidencing such coverage at the time any term of this Agreement is extended or renewed and at any time a new policy is issued, renewed, or non-renewed. Moreover, at any time during any term of this Agreement, upon the request of the County, Vendor shall provide proof sufficient to the satisfaction of the County that such insurance providing the coverage required herein continues in force and effect. Continuous insurance coverage as required by this Section is an essential term of this Agreement.
4. At all times during the term of this Agreement, Vendor shall be an independent contractor and shall not be an employee of the County. Neither the County nor any of its officers, employees or agents shall have control over the conduct of Vendor or any of its employees or agents except as otherwise set forth in this Agreement. Vendor and any of its employees and agents, performing any service under this Agreement, shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any

compensation, benefit, or any incident of employment by County. Vendor shall have no power to incur any debt, obligation, or liability on behalf of the City or otherwise to act on behalf of the County as an agent. Vendor shall not represent in any manner that it is, or that any of its employees or agents are, employees of County.

5. Nothing in this Agreement shall be construed to affect in any way the County's rights, privileges and immunities as set forth in the Official Code of Georgia Annotated and/or the Constitution of the State of Georgia.
6. This Agreement shall expire at the earlier of the following events: (a) the County revokes its consent to Vendor's temporary use of the Property; or (b) the expiration of the one (1) year period commencing from the date of this Agreement or such other sooner date upon which a city ordinance regulating Mobile Food Vendors is approved.
7. This Agreement contains the entire agreement between Vendor and the County concerning indemnification.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this ___ day of _____ 20 _____

MERIWETHER COUNTY, GEORGIA

By:

Title:

By
VENDOR

Title:

Further, I have read the entire registration form above and do hereby agree to the terms set forth by the Meriwether County Planning, Building and Zoning Department. I realize that failure to abide by this registration can forfeit any and all monies which may have been paid to reserve the location. I realize that by signing above and below I am personally liable for any and all fees, damages, and costs incurred as a result of my act(s), error(s), and omission (s) deriving from the event(s) described herein.

Vendor
Signature _____ Date _____

Approved by the Meriwether County;

Signature _____ Date _____

Amount Paid: _____ Receipt # _____

By signing your name to this Agreement, you are binding the Mobile Food Vendor listed above and you represent that you have the authority to enter into this Agreement.

Meriwether County

Permit Application for Mobile Food Unit

124 N. Court Square • Greenville, GA 30222 • (706)672-1283

NOTE: This application must be filled out completely. Application for a permit does not guarantee that a permit will be granted. Application approval is based upon compliance of the Mobile Food Unit (MFU) with state and local health requirements and Meriwether County ordinances governing MFU operation.

Business Name

MFU Name

MFU Owner

Owner Phone

Owner Street Address

City, State, Zip

Owner Email

MFU Operator

Operator Phone

Vehicle Make

Model

VIN

City Business License Number

Other Business License Number

GA Department of Health License Number

Location, Date(s) and Time(s) intended to conduct business:

Food and Beverage Items to be sold (attach menu):

Applicant's Driver License Number (list state if not GA)

Please attach to this application, copies of the driver licenses of all drivers of the MFU.

Type of Vehicle Truck

Other (specify) Please attach a color photo of the vehicle.

Vehicle Weight

If weight exceeds 26,000 lbs.,

a Commercial Driver License is required.

Vehicle License Plate Number

Please attach copy of registration.

Will the MFU use a deep fryer or flat top griddle for food preparation?

YES

No

Will propane be used on the MFU?

YES

No

Is the MFU equipped with proper fire extinguishers?

YES

No

Has the MFU been checked for gas leaks

YES

No

Applicable Fee:

Based on business license attached

If this is a Renewal Application, please check here if changes have been made to the MFU since its last inspection by the Health Department

A Mobile Food Unit CANNOT operate in the Meriwether County unless the MFU has a valid Mobile Food Unit Permit issued by the County and complies with all applicable laws and regulations; unless such unit is operating in connection with a special event pursuant to section 4-77-78.

I certify that all information in this application and the required documents is accurate to the best of my knowledge. I agree to comply with the Meriwether County regulations regarding MFUs. I understand that any changes are made to the information included in this application, I should notify the Planning, Building and Zoning Department.

Signature of Applicant

Printed Name of Applicant

Required Documents Checklist

This page is for reference only.

Additional documents or information may be required by the Planning, Building and Zoning Department.

Required Item	Applicant/Vendor	Staff
Copy of County or other jurisdiction business licenses		
Copy of GA and Meriwether County Department of Health license		
Copy of driver license(s) and vehicle registration information		
Identification of the location(s), dates and times intended to conduct business		<input type="checkbox"/>
If temporary seating planned, a scaled drawing indicating where such seating shall be located		
Permit Fee payable to Meriwether County		
Commercial General and Umbrella Liability Insurance and endorsements		
Automobile Liability Insurance and endorsement		
Copy of Food and Beverage Menu		
Signed Indemnification Agreement		
If operating on private property, written consent of the owner		
Color Photo of Vehicle		

Specific insurance requirements can be found on the following page.

The Indemnification Agreement is enclosed in this Application packet and must be signed prior to submitting the Application.

Office Use Only

Date of Receipt of Application:

Permit Number:

Issue Date: