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Receipt #: \_\_\_\_\_



## Application for a Business Licence - Food Truck

200 King St W - 2nd Floor, Kitchener, Ontario N2G 4G7

[licensing@kitchener.ca](mailto:licensing@kitchener.ca) P: 519-741-2200-2275 F: 519-741-2705

[www.kitchener.ca/businesslicensing](http://www.kitchener.ca/businesslicensing)

**Definition:** "Food Truck" means a motorized vehicle, other than a motorcycle or motor-assisted bicycle, from which food products are prepared, sold or offered for sale, but does not include a Refreshment Vehicle.

### Business Information

Date of Application: \_\_\_\_\_ Opening Date for Business: \_\_\_\_\_

Business/Operating Name: \_\_\_\_\_

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

Business Email: \_\_\_\_\_ Phone #: \_\_\_\_\_

### Ownership Information

(Circle one) Sole Partnership Incorporated (Corp #) \_\_\_\_\_

Name(s)/Partner(s) Name: \_\_\_\_\_

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

Mailing Address (if different than above): \_\_\_\_\_

Email: \_\_\_\_\_ Phone #: \_\_\_\_\_

### Applicant Information (IF SAME AS ABOVE, CHECK THE BOX)

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

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

Mailing Address (if different than above): \_\_\_\_\_

Email: \_\_\_\_\_ Phone #: \_\_\_\_\_

### CONTACT INFORMATION: (Contact will be used in Emergency situations and/or for inspections)

Check the Box, if same as Owner

or Same as Applicant

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

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Preferred method of license delivery: (circle) Mail Email Pick up

Folder #: \_\_\_\_\_

Receipt #: \_\_\_\_\_

<b>Every Food Truck Licensee shall Provide the Manager of Licensing:</b>	
	Proof of Insurance - Certificate of Insurance (or equivalent with \$2 million liability) See Attached Schedule 3 attached
	A copy of Driver's licence(s) for all drivers of the Food Truck.
	A description of the food being served. (ie: copy of menu)
	A copy of the licence and serial number of the Food Truck. (ensuring truck is licensed as a commercial vehicle pursuant to the Highway Traffic Act, R.S.O. 1990, c. H. 8.)
	Proof of ownership
	A photo of the Food Truck including the licence plate for each vehicle

<b>Every Food Truck Licensee shall: (initial each box)</b>	
	have a Licence for each Food Truck.
	have a plan for the containment and disposal of grey water, grease, and garbage in a sanitary manner satisfactory to the City.
	ensure that any commercial cooking equipment and use thereof complies with the requirements of the Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations.
	maintain the Food Truck in good repair and appearance, and equip it with refuse container accessible to the customers.
	keep the Licence posted in a conspicuous place in the Food Truck and make it available to any Officer upon inspection.
	ensure that every Person selling from or operating the Food Truck wears clean clothes, is clean and neat in appearance, and maintains clean hands.
	ensure that no damage is caused to City property as a result of the location of the Food Truck.
	not use any loud speakers, amplifiers, hailing devices, or music players.
	not impede the flow of pedestrian traffic or obscure clear visibility of normal approaching pedestrian or vehicular traffic.
	ensure that the Municipal Plate issued in respect of the Food Truck Licence is securely affixed to the rear of the Food Truck.
	proof that the Food Truck is licensed as a commercial vehicle pursuant to the Highway Traffic Act, R.S.O. 1990, c H.8.
	shall adhere to the location information on schedule 12 (also provided below)

<b>Required Approvals: ( City staff will contact to arrange inspections)</b>	
	Zoning Approval, if located on private property. Contact Phone # 519-741-2426
	Fire Approval Contact Phone # 519-741-2495
	Region of Waterloo Health Approval Contact Phone # 519-575-4400

Folder #: \_\_\_\_\_

Receipt #: \_\_\_\_\_

<b>Non-refundable Application Licence Fee:</b>	<b>\$230</b>
<b>Licenses are non-transferable</b>	<b>Accepted Methods of Payment: Cash/Cheque/Debit</b>

I certify that:

- I am the business owner and/or have been authorized by the business owner listed on this application to apply for the Business Licence;
- I agree to comply with all requirements under this Bylaw, and/or any conditions place on the licence;
- I am 18 years of age;
- I will confirm to and abide by any relevant City of Kitchener By-laws, and any other provincial or federal law or Act;
- I understand amendments to an issued licence may result in additional requirements and/or licence.
- I understand that the fees are non-refundable and cannot be prorated; and
- the statements contained in this application are true and accurate.

\_\_\_\_\_  
Applicant's Name (Printed)\_\_\_\_\_  
Applicant's Signature\_\_\_\_\_  
Date

### Additional Information

#### Location information: (as per outline in schedule 12 of the Business Licensing By-law)

Food Trucks shall be exempt from hourly parking limits on City Highways provided they are parked in a legal parking space, in compliance with City's parking By-laws, engaged in the operation of the Food Truck, and in compliance with this By-law.

#### **Food Trucks shall be permitted to operate at the following locations on a daily first- come, first served basis:**

- a) in designated locations in City parks as approved by the Manager of Maintenance and Operations (Parks, Forestry, Trails); and provided that no more than identified number of Food Trucks shall be permitted at any one point during the hours of 9:00 a.m. and 11:00 p.m.:
  - i. Budd Park- one (1) Food Truck permitted;
  - ii. Huron Natural Area - two (2) Food Trucks permitted;
  - iii. McLennan Park - two (2) Food Trucks permitted;
  - iv. Southwest Optimist Park - one (1) Food Truck permitted; and
  - v. Victoria Park - one (1) Food Truck permitted.
- b) with consent of Centre in the Square Inc., and a maximum of three (3) Food Trucks may operate on Centre in the Square property;
- c) up to a maximum of three (3) Food Trucks may operate in the on-street 15-minute parking time limit area on Otto Street;
- d) Notwithstanding section 5b) and 5c) above, at no point may the combined total of Food Trucks on Centre and Square property and Otto Street be greater than three unless a Special Event Licence has been obtained; and
- e) in the parking lot municipally addressed as 20 Breithaupt Street, or in the on-street parking areas on Breithaupt Street, between Moore Avenue and Waterloo Street.

Folder #: \_\_\_\_\_

Receipt #: \_\_\_\_\_

**Food Trucks shall only be operated within the DKBIA Boundary as follows:**

- a) at Carl Zehr Square, as programmed and organized by the City;
- b) as part of City-approved festivals and events where the appropriate Licenses have been
- c) as part of a one-time promotional event between restaurant(s) and Food Truck(s), provided
- d) as part of a plan to operate on a property on a consistent basis, as approved by the Manager of
  - i. the plan is organized by either the City, Downtown Kitchener Business Improvement Area, a food truck operator, or a downtown restaurant owner;
  - ii. the organizer identifies the location, the days, and times food trucks would operate and the maximum number of food trucks who would be operating during said times;
  - iii. the food trucks will only operate on a weekly or monthly basis;
  - iv. the plan includes more than one participating food truck;
  - v. all participating Food Trucks are licensed by the City;
  - vi. the participating Food Trucks operate on a rotating basis;
  - vii. the proposed property does not front King Street;
  - viii. the location is satisfactory to the City's Director of Transportation Services and the Chief Building Official;
  - ix. the Owner of the property upon which the Food Trucks will operate has provided
  - x. the plan is endorsed by the Downtown Kitchener Business Improvement Area; and
  - xi. where the location resides on City Property, the organizer agrees to terminate the use of the property if the City determines the site in question has been damaged, litter or refuse has been left behind, or if the operation of any Food Trucks negatively interferes with the normal use and operation of the property; or
- e) where specifically permitted by a Food Truck Special Event Licence.

No Person shall permit any Food Truck to park overnight on City Property or private property after operating hours except on land owned, leased, or rented by the operator for the storage of the Food Truck and in compliance with the Zoning By-law.

No Person shall operate or permit to be operated a Food Truck at any Special Event, unless the Food Truck has been invited and has been named on the Special Event Licence.

No Food Truck Licensee shall operate, permit to be operated, or sell refreshments from any Food Truck:

- a) in an area zoned R1, R2, R3, R4, RS, R6, R7, RB, or R9 by the City Zoning By-law, as amended, except as permitted by a Special Event Licence, or as specifically permitted herein;
- b) in any area where a restaurant is not permitted by the Zoning By-law except as permitted by a Special Event Licence or specifically permitted herein;
- c) on private property without the written consent of the property owner which has been provided in advance and approved by the Manager of Licensing;
- d) except in the case of the Huron Business Park is within ten (10) metres from any building where a Food Shop is located, unless written consent from all Food Shop Licensees has been obtained and provided to the Manager of Licensing; or
- e) that is within 90 metres from the property line of any land occupied by any public, separate, or private school on any school day between the hours of 9:00 a.m. and 4:30 p.m. unless written consent from the property owner or principal of the school has been obtained and provided in advance to the Manager of Licensing.

Folder #: \_\_\_\_\_

Receipt #: \_\_\_\_\_

### **SCHEDULE 3**

#### **INSURANCE**

1. This schedule shall apply to any Applicant that is required to submit proof of insurance.
2. Upon submitting an Application, the Applicant shall execute the following indemnity to the satisfaction of the City:

The Licensee both during and after the term of the Licence or renewed Licence, shall at all times, and at its own cost, expense, and risk, defend, indemnify and hold harmless the City, its elected officials, officers, employees, volunteers, agents, and all respective heirs, administrators, executors, successors, and assigns from any and all losses, damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any Person or Business), fines, penalties and surcharges, liabilities, judgements, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind and expenses which the indemnified City may suffer or incur, howsoever caused, provided such losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, cause of action, contracts, suits, actions or other proceedings of any kind and expenses as defined above are due or claimed to be due to the negligence, breach of contract, and/or breach of law of the Licensee.

3. The Applicant shall maintain liability insurance acceptable to the Manager of Licensing throughout the term of the Licence, if the Licence has been granted.
4. The liability insurance shall consist of a comprehensive policy of public liability and property damage insurance in an amount of not less than \$2,000,000.00 per occurrence.
5. The liability insurance shall name The Corporation of the City of Kitchener as additional insured with a cross liability endorsement and severability of interest provision.
6. The Applicant shall submit a Certificate of Insurance evidencing the insurance and it shall state the coverage will not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by registered mail to the City.