



**WAKULLA COUNTY PARKS AND FACILITY MANAGEMENT
APPLICATION FOR USE OF MOBILE FOOD VENDING SITE**

This Application is for use by mobile food vendors, as defined by Section 2-4 of the Wakulla County Land Development Code, who wish to receive authorization to operate on certain designated County property.

1. Applicant Information:

Name: _____ Phone #: _____
Address (city, state, zip): _____
E-Mail Address: _____
Driver's License Number: _____ State of Issuance: _____ Exp: _____

2. Mobile Food Vending Truck/Unit Information:

Business Name: _____
Owner/Authorized Agent: _____
Name of Mobile Food Vending Unit/Truck: _____
License Plate #: _____
Tax ID #: _____

3. Date(s) Requested (Available Daily – Sunrise to Sunset):

Monday: _____
Tuesday: _____
Wednesday: _____
Thursday: _____
Friday: _____
Saturday: _____
Sunday: _____

4. Location Requested:

_____ Concession Space # 1 (West of Power Supply - between Beaty Taff Drive & the seawall)
_____ Concession Space # 2 (East of Power Supply - between Parking Lot & the seawall)

Site Use Fee: _____
Receipt # : _____
Total: _____

Applicant Certification:

I hereby certify and affirm that the above information, along with any additional forms, supplements, and attachments are true and correct. I understand that providing untrue or false statements in this Application/Agreement may result in the immediate denial or revocation of any authorization to use any Wakulla County Facilities.

I further certify and affirm that I have reviewed all of the attached Mobile Food Vending Rental Agreement and agree to be bound by all such provisions. I understand that this Application shall not be effective and approved until execution by an authorized representative of Wakulla County.

Applicant Name: _____

Signature: _____

Date: _____

Approved by:

County Representative: _____

Date: _____

Signature: _____

Title: _____

WAKULLA COUNTY - MOBILE FOOD VENDING SITE USE AGREEMENT TERMS AND CONDITIONS

Location: _____
Site #: _____ (hereinafter the "Site")
Permitted Dates/Times of Operation: _____

1. Applicant shall be required to keep the Site clean and in good condition. Applicant shall clean the Site each day prior to vacating the property. Any damages to the Site shall be the responsibility of Applicant. If dumpsters are not available, trash must be discarded at a location determined by the Parks and Facility Management Director. A failure to satisfactorily clean the Site shall result in forfeiture of the Applicant's deposit and may result in filing of a claim against Applicant's insurance or bond.

2. The consumption of alcoholic beverages, illegal drugs, or other illegal substances or activities shall not be permitted on the Site. Applicant shall not offer alcoholic beverages for sale on the Site. Any violation of this paragraph may result in the Applicant being prohibited from further use of the Site and/or arrest and prosecution.

3. Applicant shall be responsible for obtaining any and all required state licenses, permits, and approvals for the lawful operation of a mobile food vending unit. Applicant shall comply with all Wakulla County regulations related to the operation of mobile food vending units.

4. Applicant's mobile food vending unit shall only be permitted to occupy and operate on the above-described Site. Applicant shall not occupy or operate on any other parts of the property on which the Site is located, except for purposes of ingress and egress to and from the Site. Applicant's use of the Site shall be limited to the permissible dates and times of operation described above. Applicant understands and acknowledges that the County may lease or otherwise authorize the use of this Site and other mobile food vending Sites on the Property by other persons and entities, including to other mobile food vending units. Nothing herein shall be construed as conveying to Applicant an exclusive right or license to use the Site.

5. There are no potable water hookups on the Site. Applicant shall be responsible for providing potable water, which shall be self-contained within the mobile food vending unit. No electrical generators shall be permitted on the Site. The following electrical hookups will be provided on Site:

- 50amp 120/240 volt receptacle**
- 30amp 120 volt receptacles**
- 20amp 120 volt receptacles**

6. This Agreement may be terminated by the County upon written notice to Applicant in the event Applicant fails to comply with the terms and conditions of this Agreement, the Wakulla County Code of Ordinances, and/or federal or state law. If this Agreement is terminated pursuant to this paragraph, Applicant shall not receive a refund of any fees paid to the County.

7. Applicant agrees to, and will at all times, indemnify, save and hold harmless Wakulla County, its officers, agents, and employees from all liability, claims, demands, damages, and cost of every kind and nature, including attorneys' fees at trial or appellate levels and all court costs arising out of any and all injuries to, or death of persons, and damage to any and all property including loss of use thereof, resulting from or in any manner arising out of or in connection with this Agreement and the Applicant's rental and use of the Site or otherwise arising out of its relationship with the County. The Applicant will, upon request from the BOCC, defend and satisfy any and all suits arising from its use of the Site. Additionally, Applicant understands that the risks of injury and illness (i.e. COVID-19, influenza or other infectious diseases) are significant and potentially life-threatening. Applicant knowingly and freely assumes all such risks to itself and its invitees, both known and unknown, even if arising from the negligence of the County or its officers, employees, or agents, and assumes full responsibility for its use of the Site. In consideration for its use of the Site, Applicant on behalf of itself and its invitees, knowingly and freely waives and releases and agrees to indemnify, save and hold harmless the County and its officers, employees and agents from all liability, claims, demands, damages, and cost of every kind and nature, including attorneys' fees at trial or appellate levels and all court costs arising out of the use of the Site.

8. This Agreement shall be interpreted pursuant to the laws of the State of Florida and the parties further agree that the venue of any legal action concerning the Agreement will be in Wakulla County, Florida.

9. Upon execution, this Agreement shall be a legally enforceable contract and Applicant agrees to comply with all the terms and conditions set forth herein, and to all County ordinances and laws of the State of Florida.