What Is a Short Term Mobile Food Vending Permit?
A permit allowing you to sell food and beverages from a motorized vehicle or trailer for up to one hour at one location. For the next hour, vending must occur at another location at least one block away. Four hours must pass to be allowed to return to a previous location.

How Do I Apply for the Permit?
To start operating your mobile food vending vehicle in the City of Monterey, you need:

- **Vending permit** issued by City of Monterey Planning Office (phone: 831-646-3885),
  570 Pacific Street, Monterey, CA 93940
  - Completed vending permit application form with filing fee
  - Color photographs of motorized vehicle or trailer
  - Vehicle Identification Number (VIN)

- **Business license** issued by City of Monterey Revenue Office (phone: 831-646-3944),
  735 Pacific Street, Monterey, CA 93940
  - Completed business license application form with filing fee

- **Health permit** issued by Monterey County Department of Health (phone: 831-755-4505),
  1270 Natividad Road, Salinas, CA 93906
  - Completed health permit application form with filing fee

Once complete, bring or mail the vending permit application and health permit to the City of Monterey Planning Office:

City of Monterey Planning Office
570 Pacific Street
Monterey, CA 93940
(831) 646-3885

What Does the Permit Allow Me to Do?
Sell from 8:00 a.m. to 8:00 p.m. (Move to a different block after selling for one hour.) Operate from a street parking space except on Lighthouse Avenue.

How Long Does It Take to Get the Permit?
If the information in the three required documents is complete, the approval can be processed within a day.
Applicant Information
Applicant Name: ___________________________________________
Business Name: ________________________________________ Email Address: ________________________________
Phone #: (____)_________________________________________  Cell Phone #: (____)
Applicant’s Street Address: ____________________________________________________________________________
City: ___________________________________________ State: _________________ Zip: __________________________

Vehicle Information
VIN number: ________________________________ Health Department Permit Number: _______________________
(Provide Copy of Permit)
Description of Food Vending Vehicle: ________________________________________ (Truck/Van/Trailer?)
Measurements:   Length _____________    Width ___________    Height _____________

I/we, _________________________________________, agree that my vendor permit will conform to all of the following conditions and that violation of these conditions may result in revocation of this permit:

Conditions
1. No mobile vendor shall display, sell, or exchange any item other than food and/or beverages within the City limits unless authorized by mobile food vendor permit obtained from the City.
2. Permitted hours of operation are from 8:00 a.m. to 8:00 p.m.
3. No mobile food vending vehicle shall operate in any City-owned parking lot or garage.
4. No mobile food vending vehicle shall operate from the right-of-way on Lighthouse Avenue within the limits of the City of Monterey.
5. No mobile food vending vehicle shall operate in yellow commercial loading/unloading zones or white passenger zones.
6. Vending shall not be permitted directly to persons in other vehicles or from other than the curbside of the vending vehicle when the vehicle is parked in the right-of-way.
7. Not conduct business or operate on the same block for any longer than allowed by parking restrictions on the block, but in no event for longer than 60 minutes, and shall not within a period of four hours again operate such vehicle within the limits of such block.
8. Not conduct business or operate within one block of any public or private school grounds on days that school is open between the hours of 8:00 a.m. and 5:00 p.m.
9. Not conduct business within one block of any City park at which a City-approved and permitted special event is taking place without having obtained a special event permit.
10. Only conduct business from a licensed vehicle or licensed trailer on a public street while parked in a legal parking space.
11. At all times operate in compliance with the California Vehicle Code, the Monterey Motor Vehicles and Traffic Code and all posted parking, stopping and standing restrictions.
12. Not encroach onto a public sidewalk with any part of a vehicle, wagon, trailer or truck or any other equipment or furniture related to the operation of the business without a minimum eight-foot clearance.
13. Comply with all applicable food labeling requirements established by the State of California.
14. Provide garbage and recycling receptacles for immediate use by customers.
15. Pick up, remove and dispose of all garbage, and/or materials dispensed from the vending vehicle and any residue deposited on the street from the operation thereof, and otherwise maintain in a clean and debris-free condition the entire area within a 25-foot radius of the location where mobile food vending is occurring.

I/we further declare under penalty of perjury that the information contained in this Permit is true and correct to the best of my/our knowledge.

Applicant Signature

Date

To be completed by Planning Division Staff only:
Permit No.: ___________________________________________
Date Received: _______________ Expiration Date: _______________
Tentative Approval by: ________________________________
On __________________________ (date) an application was submitted to the Planning Office, on behalf of ________________________________________________ (the Property Owner/Lessee). The project, which is the subject of the application, is described as _______________________________________________________________ (the “Project”) and is located at the following address ________________________________________.

1. The Property Owner/Lessee agrees, as part of the application, to defend, indemnify, and hold harmless the City and its agents, officers, attorneys and employees from any claim, action, or proceeding (collectively referred to as “proceeding”) brought against the City or its agents, officers, attorneys or employees to attack, set aside, void, or annul:
   a. Any approval of the above described application by City; and/or
   b. An action taken to provide related environmental clearance under the California Environmental Quality Act (CEQA) by its advisory agencies, appeal boards, or City Council.

   The indemnification is intended to include but not be limited to damages, fees and/or costs awarded against the City, if any, and cost of suit, attorney’s fees, and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by the Property Owner/Lessee, the City, and/or the parties initiating or bringing such proceeding other than that arising from the City’s or gross negligence, willful misconduct, or criminal action.

2. The Property Owner/Lessee agrees to indemnify the City for all of the City’s costs, fees, and damages incurred in enforcing the indemnification provisions of this Agreement.

3. The Property Owner/Lessee agrees to defend, indemnify and hold harmless the City, its agents, officers, employees and attorneys for all costs incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending any document (such as an EIR, negative declaration, specific plan, or general plan amendment) if made necessary by said proceeding and if the applicant desires to pursue such approvals and/or clearances, after initiation of the proceeding, which are conditioned on the approval of these documents.

4. In the event that the Property Owner/Lessee is required to defend the City in connection with such proceeding the City shall retain the right to reasonably approve:
   a. The counsel to so defend the City;
   b. All significant decisions concerning the manner in which the defense is conducted; and
   c. Any and all settlements, which approval shall not be unreasonably withheld.

   The City shall also have the right not to participate in the defense, except that the City agrees to cooperate with the Property Owner/Lessee in the defense of the proceeding. If the City chooses to have counsel of its own defend any proceeding where the applicant has already retained counsel to defend the City in such matters, the fees and expenses of the counsel selected by the City shall be paid by the City. Notwithstanding the immediately preceding sentence, if the City Attorney’s Office participates in the defense, all City Attorney fees and costs shall be paid by the Property Owner/Lessee.

5. The defense and indemnification of city set forth herein shall remain in full force and effect throughout all stages of litigation including appeals of any lower court judgments rendered in the proceeding.

_____________________________  ____________________________
Signature                                      Date

Wet or Digital Signatures Required: Page 1 Project Application and Page 2 Indemnification Agreement. Digital signatures must comply with Govt. Code section 16.5 requirements.