



VILLAGE OF GLEN ELLYN

License Agreement Application to Operate a Vendor Cart

LICENSE AGREEMENT APPLICATION

Please complete and return this form to the Planning and Development Department, 535 Duane Street,
Glen Ellyn, IL 60137. If you have questions, please call 630-547-5250.

Date Filed: _____ Application No. _____

Business Name (Licensee): _____

Address of Property: _____

Property PIN No.: _____ Zoning District: _____

Name of Applicant: _____

Address of Applicant: _____

Phone No. (Business): _____ (Home) _____

Fax No. (Business): _____ (Home) _____

E-mail Address of Applicant: _____

Name of Property Owner: _____

Address of Property Owner: _____

Phone No. (Business): _____ (Home) _____

E-Mail Address of Property Owner: _____

Signature: _____ Date: _____

I. REVIEW PROCESS

An application for a vendor cart license shall be filed with the Planning and Development Department annually, on the forms provided by the Village, and must be submitted no later than March 1st of the licensing year. New applications will be reviewed by the Village Board of Trustees, and will take approximately 4-6 weeks to process. Applications for returning vendors will be reviewed by Planning and Development Staff, with an approximate processing time of 2-4 weeks from the time of submittal. Once the new or returning vendor applications are determined to be complete, requests will be approved or denied by the Village Board or the Village Manager respectively. License agreements are valid through December 31st of the year in which they are granted approval.

II. PROJECT SUBMITTALS LIST

The following items should be submitted for a license agreement request to operate a vendor cart in the Village of Glen Ellyn:

1. An application fee in the amount of \$150.
2. A completed application form.
3. A copy of a valid driver's license or other state issued form of identification.
4. General information, in narrative form, related to the proposed items to be sold, the hours of operation, number of on-site employees and cart storage arrangements.
5. Specifications for the proposed vendor cart including a picture.
6. A dimensioned site plan identifying the proposed location of the vendor cart, including the location of any surrounding buildings, doorways, trash receptacles, street lights, street furniture and vehicular access drives and depicting the width of the sidewalk that would be maintained free and clear of any obstructions. Please note that a minimum of 5 feet must be maintained.
7. Dimensioned elevations or diagrams for any proposed signage along with information about the proposed sign placement.
8. A signed original of the attached License Agreement. The License Agreement shall not be modified in any way.
9. If the vendor cart is to be located all or partially on public property, a Certificate of Liability Insurance must be submitted in the amount of \$2,000,000 with the Village of Glen Ellyn named as an "Additional Insured."
10. If a vendor cart is to be located all or partially on private property, proof of ownership for the property and a letter signed by the property owner of record must be provided approving the proposed application and use of the property.
11. Evidence of submittal to a finger print based background check provided by the Village of Glen Ellyn Police Department for the owner and all employees 18 years and older.
12. The Planning and Development Director may at his or her discretion, require the submission of such other additional materials or data related to the request that he/she deems necessary to evaluate the impact of the request on the general public health, safety and welfare.

LICENSE AGREEMENT

This Agreement, made and entered into as of this _____ day of _____, 20___, effective the _____ day of _____, 20___, by and between the Village of Glen Ellyn (“Licensor”) and _____ (“Licensee”) pertaining to the property located at _____, Glen Ellyn, Illinois 60137.

1. **Purpose:** Pursuant to Title 3, Chapter 41 of the Village Code, Licensor hereby grants to Licensee, and Licensee hereby accepts, a license to (a) install, maintain and operate for the term hereof, a portable vendor cart in compliance with the site plan approved by the Village and attached hereto as Exhibit “A”, in the right-of-way in front of the above listed address, the licensed area subject to Paragraph 2 below, and to (b) maintain a trash receptacle, in accordance with the standards contained below and with the following terms, covenants and conditions and (c) it is expected that each Licensee will pay a one-time contribution of \$100 to the Licensor toward Village expenses to beautify the area with publicly supplied landscape planters.

2. **Location:** If Licensor, in its sole discretion, determines that the predetermined location is in any way an unsafe location for Licensee’s portable vendor cart, within 48 hours written notice from the Village, Licensee will relocate the vendor cart and associated equipment to an area acceptable to both Licensor and Licensee. Regardless of the location, the vendor cart operation must be maintained in full compliance with all applicable Village codes and regulations at all times.

3. **Terms:** This Agreement shall expire on December 31st, 20___ or the date the insurance required hereunder expires, whichever comes first. This Agreement may be renewed only through the action of the Village of Glen Ellyn. Licensee may terminate this Agreement immediately by providing written notice to Licensor. Licensor may terminate this Agreement at any time during the term of this Agreement by notifying Licensee of this intention at least 7 days prior to the termination date.

4. **Rent and License Fee:** For the purposes of this license, no rent will be paid by Licensee to Licensor. A fee of \$150.00 has been paid by Licensee to Licensor for the issuance of this License Agreement.

5. **Permits and Licenses:** (a) Licensee, at its sole effort and expense, shall conform to the Village Code and DuPage County Health Department regulations and provide the Planning and Development Department a valid DuPage County Health Department License; (b) Licensee shall present to the Planning and Development Department an Illinois State Sales Tax Certificate Number and Federal Identification Number.

6. **Installation of Vendor Cart:**

Portable Vendor Cart: Licensee is permitted to locate within the approved sidewalk portion of the right-of-way at _____, or on private property, daily, 11:00 a.m. to 9:00 p.m. The Village Manager may authorize the Licensee to operate in other locations during the Taste of Glen Ellyn and up to 10 other days for public or community events. The Licensee will not be allowed to operate where there is competition with a special downtown activity or event that is also offering food service without permission from the Village

and the event organizer. Private residential events on private property are permitted without further approval from the Village (e.g.; birthday parties or block parties). Licensee agrees to maintain a minimum of a 5-foot clearance for pedestrians on the public sidewalk. Licensor does not warrant that the location where the Licensee seeks to place its equipment is a Village right-of-way, and this License Agreement contains no warranty of quiet, enjoyment and use. The Licensor intends to transfer only a license with regard to that interest in land which it possesses.

a. **Trash Receptacle:** Licensee shall maintain the trash receptacle located in proximity to the vendor cart in a neat and orderly manner, and the Licensor shall ensure that a garbage hauling firm removes the trash from the receptacle on a regular schedule. However, it shall be the responsibility of Licensee to empty the receptacle more frequently, if necessary. If there is no public trash receptacle within thirty (30) feet of the cart, a trash receptacle adequate in size for containing the waste produced by the cart and its patrons must be provided by the licensee. Licensee shall be responsible for removal of garbage associated with this receptacle. If either the public or licensee-provided trash receptacle is full and/or overflowing, Licensor may terminate this agreement with 7 days written notice to Licensee, and the vendor cart shall immediately be removed from the public sidewalk.

7. **Maintenance:** Licensee shall agree to maintain the licensed area and the nearby sidewalk in a clean, healthy and attractive condition. If Licensee ceases to maintain the licensed area and the nearby sidewalk, Licensor may require Licensee to pay for additional cleanup costs. Further, Licensor may, upon notice as set forth below, terminate this agreement and require the permanent removal of the vendor cart from the licensed area in advance of the expiration date of this Agreement. No furniture or other structures shall be affixed or attached to the public sidewalk. The licensee shall be responsible to the Village for any damage occurring to the public sidewalk or public improvements where such damage arises from or occurs as a consequence of the presence and/or operation of structures, equipment or furniture permitted by this license agreement. The Village may repair or replace such improvement in its discretion and shall charge the cost of such repair or replacement to the permit holder.

8. **Removal:** Each day, no later than on half-hour following the close of business, Licensee shall remove the vendor cart from the approved location. Upon the expiration or the termination of this License, Licensee shall remove the vendor cart from the licensed area.

9. **Termination:** If Licensee fails in any respect to perform any agreement, covenant or obligation contained in this License or Title 3, Chapter 41, Vendor Carts, then and in such event, Licensor, after providing at least 7 days written notice to Licensee, may terminate this License Agreement. Licensor may cure such failure or default, on behalf of and at the expense of Licensee.

10. **Notice:** Notice hereunder shall be in writing and effected either by personal delivery or by depositing the same in an official U.S. mail receptacle as certified mail, return receipt requested, postage paid, addressed to:

If to Licensor:
Village Manager
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137

If to Licensee:

or to such other address as either party may from time to time designate. Any notice given under this Agreement shall be in writing and deemed received when personally delivered or, if mailed, three days after placing same in an official U.S. mail receptacle.

11. **Assignment**: Licensee may not assign or transfer this License without prior written consent of Licensor. Any attempted assignment or transfer in violation of this paragraph shall be void and confer no rights upon any third person. This license agreement shall not confer any property rights in the underlying Village right-of-way.

12. **Defend and Hold Harmless**: Licensee shall be required to hold harmless Licensor, its officers, employees and independent contractors from any claim or demand or damage to property or injury including death to persons which arise out of in any way the exercise by Licensee of its rights under this License. Licensee shall be required to pay for the cost of defense and hold harmless Licensor, its officers, employees and independent contractors against any judgment and to pay any settlement arising out of such claim or demand, including but not limited to, the full costs of the defense of Licensor, its employees, officers and independent contractors through the employment of experts approved by the parties defended, provided, however, that such approval shall not be unreasonably withheld.

13. **Liability Insurance**: Licensee shall purchase and maintain comprehensive general liability insurance of \$2,000,000 each occurrence, providing occurrence coverage for Licensee from claims for damages because of bodily injury, death of any person, or property damage resulting from the use of the public right-of-way. Licensor shall be named, by endorsement, as an additional insured on the policy. The policy of insurance and certificates thereof shall contain provision or endorsement that the coverage reported will not be canceled, materially changed, or renewal refused, until at least 30 days prior written notice shall be given by certified mail to the insured and Licensor. Licensee shall deliver a duplicate of the policy or certificate of insurance acceptable to Licensor prior to the execution of this Agreement by the Village.

14. **Miscellaneous**:

a. This Agreement constitutes the entire understanding of the parties and supersedes any prior written or oral negotiations or understandings.

b. All vendor carts will be operated in accordance with Section 3-41-3 of the Village Code.

c. It is the intention of the parties hereto that this License shall be construed and enforced in accordance with the laws of the State of Illinois.

d. If any provision of this License is held invalid or unenforceable, the remainder of this License shall not be affected thereby, and each other provision of this License shall be valid and enforceable to the fullest extent permitted by law.

e. Licensee shall pay any expenses incurred by Licensor in defending the validity of its right to enter into a License Agreement for the use of sidewalk premises by a private party.

DATED as of the date first set forth above.

LICENSOR:

Village Manager
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137

LICENSEE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Background Check Agreement

I, _____ owner of a food truck or vendor cart operation verify that all employees over 18 years of age and myself have submitted to a finger print based background check with the Village of Glen Ellyn Police Department. I hereby acknowledge that any additional employees 18 years of age or older to be hired at a future date will also be required to submit to the same finger print based background check prior to their start date.

Name

Date