

Dakota County Facilities
Special Mobile Food Vendor Permit Application Form

Permit Application Date: _____

Main Contact Person: _____

Title of Main Contact Person: _____

Mailing Address: _____

Email Address: _____

Phone (day and evening): _____

Billing Contact Person (if different than above): _____

Title with Organization: _____

Mailing Address: _____

Email Address: _____

Phone (day and evening): _____

Service Date(s): _____

Service Time Duration: _____

Space Requirements: _____

Food Type/Sample Menu: _____

Event Name/Title (if applicable): _____

Facility Location Name: _____

City: _____

City-Issued Mobile Food Vendor Permit Attached: _____

State Dept. of Health Mobile Food License Attached: _____

Certificate of Insurance Attached (see enclosed): _____

Day of Event Contact Person: _____

Email Address: _____

Phone (day and cell): _____

**DAKOTA COUNTY
FACILITIES MOBILE FOOD VENDOR PERMIT**

This permit is entered into between the County of Dakota, a political subdivision of the State of Minnesota, having its principal offices at 1590 Highway 55, Hastings, Minnesota 55033 (hereinafter “County”) and _____ (hereinafter “Permit Holder”).

Description of Permit Space: This permit applies exclusively to the designated parking lot area of the following selected location (check the appropriate locations):

Check location	Building Name	Building Address
	Burnhaven Library/Burnsville License Center	1101 West County Rd 42, Burnsville, MN 55337
	Dakota Communications Center	2860 160th S West, Rosemount, MN 55068
	Empire Transportation Complex	2800 160th Street West, Rosemount, MN 55068
	Extension Building	4100 220th Street West, Farmington, MN 55024
	Farmington Library	508 3rd Street, Farmington, MN 55024
	Farmington Transportation Shop	4975 212th Street, Farmington MN 55024
	Hastings Transportation Shop	900 County Road 47, Hastings MN 55033
	Hastings Government Center Campus	1590 Highway 55, Hastings MN 55033
	Heritage Library	20085 Heritage Drive, Lakeville MN 55044
	Historical Museum	130 3rd Ave. North, So. St. Paul, MN 55075
	Inver Glen Library	8098 Blaine Ave, Inver Grove Heights, MN 55077
	Northern Service Center	1 Mendota Road West, West St. Paul MN 55118
	Pleasant Hill Library	1490 So. Frontage Road, Hastings MN 55033
	Robert Trail Library	14395 S. Robert Trail, Rosemount, MN 55068
	Wentworth Library	199 E. Wentworth Ave, West St. Paul, MN 55118
	Wescott Library	1340 Wescott Road Eagan, MN 55123
	Western Service Center /Galaxie Library	14955 Galaxie Ave, Apple Valley MN 55124

This permit does not apply to space designated for emergency vehicles, law enforcement, or Dakota County employees. Permit Holder may not occupy such space at any time.

1. Term of Permit: Permit Holder will have use of the permit space on (date) _____ during the time period from _____ to _____. Use of the permit space includes the time required for set –up, take down and cleanup of the parking lot and surrounding area.
2. Reimbursement for Damage: Permit Holder shall fully reimburse County upon demand for any damages to or destruction of the permit space, including loss of County property.
3. Use of Premises: The permit space will be used by the Permit Holder for the purposes of selling and serving food or beverage products, together or separately. This will not involve selling or serving of any alcoholic beverages on the site. Permit Holder shall not assign, transfer, or subcontract their permit space or this Permit.

4. Cleanup: Permit Holder shall remove all of its materials after use of the permit space. Permit Holder is responsible to leave all areas in a clean and orderly condition. Permit Holder shall meet with a representative of the Dakota County Facilities Management Department after the use, to confirm that the area is being left in an acceptable condition and that all trash, debris and cigarette butts have been removed.
5. Utilities: Permit Holder shall operate their mobile food service in a self-contained and self-sufficient manner. All heating, cooling, cooking, or related elements shall be integral to the Permit Holder's equipment setup and be in good working order.
6. Hold Harmless and Indemnification: Permit Holder assumes full responsibility for any liability, loss, costs, damages, expenses, demands, claims, or actions, including attorney's fees arising from or allegedly arising from its operations or use of the permit space. To the fullest extent permitted by law, any and all claims that arise or may arise against Permit Holder, its agents, servants or employees as a consequence of any act or omission on the part of Permit Holder or its agents, servants, employees while engaged in the use of the permit space shall in no way be the obligation or responsibility of the County. Permit Holder shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, demands, claims, or actions, including attorney's fees, which the County, its officers, or employees may hereafter sustain, incur or be required to pay, related to the Permit Holder's use of the permit space or this Permit. This obligation to indemnify, hold harmless, and defend extends to any:
 - A. Intentional, willful, or negligent acts or omissions of the Permit Holder, its agents, servants or employees; or
 - B. Acts or omissions of the Permit Holder, its agents, servants or employees that give rise to strict liability; or
 - C. Breach of contract or warranty by the Permit Holder, its agents, servants or employees.
8. Liability Insurance: Prior to the scheduled event the Permit Holder will deliver to County a certificate of insurance provided by their insurance carriers or their agents naming Dakota County as an additional insured on the insurance policies listed below for this event. The Permit holder will provide:
 - 1) Commercial General Liability insurance in minimum amounts of \$1,000,000.00 per occurrence.
 - 2) Business Automobile Liability insurance for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by the Permit Holder in the Permit Space. Such policy shall provide total liability limits for Bodily Injury or Property Damage in the amount of at least \$1,000,000 per accident.

Such policies of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the indemnity provisions herein.

9. Contact Persons: Permit Holder will designate one contact person for the event(s) who will be on-site on the day(s) of the event. The Contact Person for the event(s) will be present at the event until all sales have been completed. All questions regarding this Permit are to be made through the Dakota County Facilities Management Office during normal working hours –, Attn: Sarah Martin at 651-438-8320. Should an emergency related to the permit space arise, Permit Holder is to contact 651-438-4388.
10. Dakota County has a low waste initiative and we need your help to achieve our goal. Dakota County recently introduced a new initiative and focus to reduce waste and improve recycling and organics collection throughout the county. Please support our initiative by only serving food in recyclable or compostable products. These include:
- All paper products shall either be [BPI Certified](#) or without plastic lining/coating. This includes paper boats, paper cups, paper plates, paper bowls.
 - Compostable cutlery shall be BPI Certified
 - Recyclable plastic cups (#1 or #5) OR BPI Certified compostable plastic cups
 - Cans, recyclable plastic or glass bottles
 - No Styrofoam™ products April-October

[Here is a link to BPI Certified Approved Products](#)

Please contact organics@co.dakota .mn.us with questions. Thank you for your support!

11. Permit Holder

Contact Person: _____

Cell phone #: _____

Business Name: _____

Address: _____

City, State, Zip: _____

12. Permit Holder and Dakota County agree to the terms and conditions as set forth in this Permit as witnessed by the signatures of the authorized agents set forth below.

FOR DAKOTA COUNTY

FOR THE PERMIT HOLDER

(I represent and warrant that I am authorized by law to execute this contract and legally bind the Permit Holder).

By: _____

Name & Title:

Mike Lexvold, Facilities Management Director

Address:

1590 Highway 55

City, State & Zip:

Hastings, MN 55033

Phone:

(651) 438-4388

Date of Signature: _____

By: _____

Name & Title:

Address:

City, State & Zip:

Phone:

Date of Signature: _____