

Food Trucks in the Parks Permit

Left

CategoriesForms, Permits, and Applications List

Food Trucks/Trailers in the Parks Permit Application

In recognition of my participation in the Food Truck/Trailer in the Parks program, I agree to read and follow the standards listed below. All must be completed and agreed to before being issued a permit

Food Truck Name: *

Registered Name of the Food Truck/Trailer

Name of Food Truck Owner: *

First and Last Name of registered owner of food truck or trailer

Mailing Address of Owner: *

Street Address, PO Box, Apt Number

City of Owner: *

Zip Code for address submitted: *

Owners Phone Number: *

Best daytime phone number to reach owner- please include area code

Owners Email Address: *

Main form of communication for owner.

Menu Item or Theme: *

What is the main item or theme of the Food Truck?

License Plate Number on Food Truck: *

What is the license plate number of the Food Truck or Trailer?

Food Truck Operating Certificate Number: *

What is the food truck/trailer operating certificate number issued by a City, County or jurisdiction? Copy of certificate must be received prior to issuance of permit

Food Truck Operating Jurisdiction: *

What jurisdiction, city or county issued the current valid Food Truck/Trailer Operating Certificate? Copy of certificate must be received prior to issuance of permit

I Understand: * I Understand

I understand will abide by all Kyle PARD Rules, the City of Kyle Food Truck/Trailer Operating Ordinance and the current and revised Food Trucks/Trailers in the Park Guidelines, including but not limited to these listed below:

Permit

- Application – Food truck/trailer operator/owner must complete application for permit:
- Each truck/trailer must complete an application
- Each application must submit the fee
- Must include contact information of owner/operator
- Must include copy of valid food truck/trailer operating certificate issued by city or county in Texas
- Form may be amended from time to time

Food Trucks in the Parks Permit

Published on City of Kyle Texas Official Website (<http://www.cityofkyle.com>)

Fee – Fee must be received to obtain permit. Current monthly fee is \$50 and subject to change after September 30, 2013.

Permit -

- For entire calendar month immediately following date of issuance.
- Permit must be displayed in front passenger-side of windshield of truck or window of trailer visible to all
- All Food Trucks/Trailers will follow the City of Kyle's Food Truck Operating Ordinance even if they are operating under an operating certificate from another jurisdiction.

Location & Hours

- Food Truck/Trailer must operate wholly within the boundaries of one of these city parks:
 - Gregg-Clarke Park
 - Steeplechase Park
 - Lake Kyle
- Based on some special events, there may be locations and dates blocked out for set up. These will be announced at time of permitting.
- Hours of operation may be from 7a – 11p any day of the week
- No food truck/trailer may be in a city park before 6a or after midnight.
- Power generators shall be quiet with less than 90 decibel rating

Notification & Advertising

- Prior to arrival, owner/operator shall notify Parks Office of time and location of set up.
- Failure to notify Parks Office before arrival may be cause for revocation of permit.
- Signs may not be placed more than 20' away from truck/trailer

Revocation of Permit

- A permit may be revoked for, but not limited to, these reasons:
 - Falsified information of application
 - Failure to properly display permit
 - Leaving park without cleaning up, or causing damages to the park
 - Payment that was not accepted (bad check or credit card)

I Have: * I Have

I have read all the Guidelines of the Food Trucks in the Park Program and agree to follow them.

I Release and Assume all Risk: * I Release & Assume all Risks

In consideration of the services of the City of Kyle's Parks and Recreation Department, their agents, staff, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as Kyle PARD), I hereby agree to release, indemnify and discharge Kyle PARD on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that participating in programs in the parks entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

Furthermore, Kyle PARD employees and agents have difficult jobs to perform. They seek safety, but they are not

Food Trucks in the Parks Permit

Published on City of Kyle Texas Official Website (<http://www.cityofkyle.com>)

infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instructions and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Kyle PARD from any and all claims, or causes of action, which are in any way connected with my participation in this activity or my use of Kyle PARD's equipment or facilities, including any such claims which allege negligent acts or omissions of Kyle PARD.
4. Should Kyle PARD or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against Kyle PARD, I agree to do so solely in the State of Texas, and I further agree that the substantive law of the State of Texas shall apply in that action without regard to the conflict of laws of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Kyle PARD on the basis of any claim from which I have released them herein.

The Kyle Parks & Recreation Department reserves the right to limit or refuse participation to person(s) that do not demonstrate adherence to Players Contract, actions that contribute to the degradation of the league or display unsportsmanlike behavior to other teams, players and league officials.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

TERMS OF ACCEPTANCE and SIGNATURE

I agree that I am 18 years old or above, or the legal guardian of any child under the age of 18 years old participating in this program or event. I agree that falsification of any information on this information/registration form may disqualify me or my child from this program or event.

In consideration of the acceptance of my or my child's information/registration form for this program or event, I hereby release the CITY OF KYLE, KYLE PARKS and RECREATION DEPARTMENT, and their agents, employees, officers, and servants from any and all damages and injuries which may occur while I or my child participates in this program or event. I further certify that I have legal authority to execute this release on behalf of myself or my child. I also agree that I have received and read this information/registration form completely. I understand that the CITY OF KYLE PARD or program/event staff have the authority to remove participants from the program/event without refund. I agree the CITY OF KYLE may use photographs of me or my child to promote City of Kyle Parks and Recreation Department programs and events. I agree that I have given my authorization for myself or my child to receive medical attention in case of injury or an emergency.

Signature: *

Please type your First and Last Name

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

(If you're a human, don't change the following field) Enter your name:

Your first name.

Please enable Javascript to use this form. (If you're a human, don't change the following field) Enter your name:

Your first name.

Please enable Javascript to use this form. (If you're a human, don't change the following field) Enter your name:

Your first name.

Food Trucks in the Parks Permit

Published on City of Kyle Texas Official Website (<http://www.cityofkyle.com>)

Please enable Javascript to use this form.

Source URL (retrieved on 2015-01-27 19:31): <http://www.cityofkyle.com/recreation/food-trucks-parks-permit>