



Developed Private Property Mobile Food Vending Permit

City of Hollister
Development Services Department

A **Developed Private Property Mobile Food Vending Permit** allows you to sell food and beverages from a motorized vehicle or trailer on a legally developed site with an established use and parking. This permit type is permitted in the Commercial Zoning District (GC, NG), Industrial/Manufacturing Zones (M1, IBP, AS), and Mixed-use Zoning Districts (DMU, NMU, WG).

Hours of Operation: A vendor may operate only from the developed private property location approved on the permit.

- All other zonings, excluding residential: Mobile food vendors may operate between the hours of 6:00 a.m. to 12:00 a.m.; or
- Mobile food vendor hours of operation may run concurrently with those of the established business on which the mobile food truck will be located.; or
- Mobile food vendors may propose an alternative hours of operation schedule in which the vendor and developed private property owner or legal representative have agreed upon, not to exceed the hours of 6:00 a.m. to 12:00 a.m.

To obtain a permit an applicant shall supply the following information:

- ☐ Completed Mobile Food Vending Permit Application with Site Plan (attached), and
- ☐ Images of the Mobile Food Truck (front, rear, sides), and
- ☐ Authorization for use of Restroom Facilities Form (attached), and
- ☐ Notarized Parking Authorization Form (attached), and
- ☐ Copy of California Sales Tax Permit, and
- ☐ Copy of Local Tax Allocation for Temporary Sales Form, and
- ☐ Business Tax Certificate and License from the City, and
- ☐ Hollister Fire Prevention Bureau Approval, and
- ☐ Environmental Health Permit issued by the San Benito County Health and Human Services Department.

Permit review process: Upon receipt of a completed Mobile Food Vending application, mobile food vending site plan, and all related documents and fees, the department shall consult with all applicable city departments, including police, fire, engineering, and code enforcement. Planning Division staff will review the application submittal to determine completeness.

- If application submittal is deemed complete it will be reviewed for approval or denial.
- If application submittal is deemed incomplete, applicant will be granted 30 days to submit all necessary information. If applicant fails to submit the required information within 30 days, the application will be withdrawn without prejudice.

Approval Period: An approved Mobile Food Vending Permit shall expire one year from the date of issuance in accordance with Section 10.50.110 of the Hollister Municipal Code.

RESOURCES

Development Services Department

339 Fifth St
Hollister, CA 95023
Email:
planning@hollister.ca.gov
Phone: 831.636.4360
Fax: 831.634.4913

State of California – Sales Tax Permit

Phone: 831.443.3003
Express registration packet:
800.400.7115
<https://www.cdtfa.ca.gov/services/#Register-Renewals>

Finance Department – Business License

Phone: 831.636.4301

San Benito County Health and Human Services – Environmental Health Department

Phone: 831.636.4035

Hollister Fire Prevention Bureau

Phone: 831.636.4325

To be Completed by Planning Division Staff Only

Permit No.		Determination		
Date Received		Approved		Denied
Received By		Date		



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APPLICANT INFORMATION

Name					
Mailing Address					
City		State		ZIP	
Email				Phone	

PROPERTY OWNER INFORMATION

Name					
Mailing Address					
City		State		ZIP	
Email				Phone	

PERMIT HOLDER INFORMATION

This is the property owner, person, or entity that is granted by the property owner to be responsible for ensuring compliance with Section 10.50.060 and the person to receive notice of revocation hearings, as applicable.

Applicant (Same as Above)

Property Owner (Same as Above)

Authorized Agent of the Property Owner

Name					
Mailing Address					
City		State		ZIP	
Email				Phone	

SITE INFORMATION

Site Address					
City		State		ZIP	
Existing Primary Use of the Property					
Number of Existing Parking Spaces		Number of Parking Spaces to be Utilized by Mobile Food Truck			

VENDING BUSINESS INFORMATION

Vending Business Name				Business License #			
Food Vending Vehicle Description							
Check One:	Truck	Trailer	Van	Measurements:	Length	Width	Height
VIN				Health Department Permit #			

SIGNATURES/DECLARATION

I certify that I have read this application and state that the above information is correct, and that I am the property owner, authorized agent of the property owner, or other person having a legal right, interest, or entitlement to the use of the property that is the subject of this application.

I understand that the Permit Holder is responsible for knowing and complying with the governing policies and regulations applicable to the proposed permit. I hereby affirm under penalty of perjury that mobile food vending operations on the subject property will conform to all regulations of HMC Chapter 10.50.

The City is not liable for any damages or loss resulting from the actual or alleged failure to inform the applicant of any applicable laws or regulations. City approval of a permit application, including all related plans and documents, is not a grant of approval to violate any applicable policy or regulation, nor does it constitute a waiver by the City to pursue any remedy, which may be available to enforce and correct violations of the applicable policies and regulations. I authorize representatives of the city to enter the above-identified property for inspection purposes. I have the authority and grant City staff and advisory bodies the right to make copies of any documents submitted for processing.

Applicant Signature		Date	
Property Owner Signature		Date	
Permit Holder Signature		Date	



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OPERATIONAL STANDARDS

I/we, _____, agree that my vendor permit will adhere to all Operational Standards listed below and any and all rules and regulations stipulated in Chapter 10.50 – Mobile Food Vending of the City of Hollister Municipal Code.

1. Mobile food vending shall only be allowed on legally established parallel parking. Vending from diagonal parking spaces is prohibited, unless otherwise established on developed private property under the regulations of this ordinance.
2. Sales from Mobile Food Trucks parked along streets shall only occur out of the portion of the Mobile Food Truck that faces the sidewalk, or that portion opposite moving traffic.
3. Mobile food trucks shall be removed at the end of business and/or when not in operation, this includes mobile food trucks permitted to operate on developed private property. No food truck shall be left unattended overnight or parked overnight in any public right-of-way.
4. All food preparation, cooking, and storage shall occur inside the permitted vehicle and/or at an approved commissary off site. No food shall be prepared, sold, or displayed outside of the food truck vehicle.
5. Mobile food trucks shall display in a conspicuous place a valid permit to operate a Mobile Food Truck issued by the San Benito County Health and Human Services Department.
6. Mobile food trucks shall, at all times, display the Mobile Food Vending permit issued by the Development Services Department. Permit shall be placed in an obvious location clearly visible to the public.
7. Mobile food trucks shall procure a business tax certificate and license from the City before operating within city limits. Business tax certificate and license shall be displayed in a visible place.
8. Mobile Food Trucks must be brought to a complete stop and be lawfully parked according to the provisions of this Code prior to initiating food sale operations.
9. The sale of non-food items, or the performance of professional and/or personal services, shall not be provided from a food truck.
10. Only the sale of food, foodstuff, and beverages are permitted.
11. Mobile Food Truck Vendor shall be responsible for managing customer queuing and for ensuring that safe pedestrian accessibility is maintained.
12. Food trucks shall be maintained in a clean and presentable condition at all times, free from graffiti, body damage, or obvious signs of deterioration (e.g., peeling paint, rust, etc.).
13. All grounds used by a food truck vendor shall be maintained clean at all times. Any trash or spills of food by-products shall be immediately cleaned.
14. Grease and liquid waste shall not be disposed in tree wells, storm drains, sanitary sewer systems, public streets or any other unapproved location.
15. Trash and recycling containers shall be provided by the food truck vendor for use by the patrons. All containers and their contents shall be removed from the site at the conclusion of business activities. No refuse or waste generated shall be disposed in any public trash receptacle.
16. No food truck shall be allowed to install any physical addition to the food truck unit. The truck itself should function as a large-scale sign. No signage other than what is exhibited on the truck bodywork or inside the mobile food truck may be displayed.

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.

Permit Holder Signature

Date



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INDEMNIFICATION AGREEMENT

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.

Permit Holder Signature		Date	
Property Owner Signature		Date	



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SITE PLAN

Provide a site plan showing the existing layout of the developed property, including existing parking spaces, entrances to the business(es) on the site, location of bathroom facilities, ADA accessibility, location of trash receptacles, proposed parking location for mobile food vehicle, driveways and drive aisles, sidewalks/walkways for pedestrians, queuing areas, any existing or proposed seating areas, and any other relevant information for the proposed use. Include any setbacks from the mobile food truck to buildings, driveways, and drive aisles.



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PARKING AUTHORIZATION FORM

I, _____ (Property Owner), the property owner of
_____ (Address) within Hollister, CA, do hereby certify the following:

1. This property contains these **total** number of parking spaces:

Standard Vehicle	Compact Vehicle	Electric Vehicle	ADA Accessible	Total

2. This property currently has the following established business uses (*add additional pages as necessary*):

Business Name	Hours of Operation

3. I hereby authorize _____ (Mobile Food Vending Business) to operate at this location under these standards:

Max Parking Spaces Permitted for Mobile Vending Operations	
Hours of Operation	

Property Owner Signature
(attach notary certification)

Date