

**VILLAGE OF NORTH SYRACUSE
APPLICATION FOR FOOD VENDOR LICENSE**

1. Name and address of applicant (if a partnership, corporation or other entity, also give the name and address of the individual members of the partnership, officers of the corporation, members of the limited liability company, etc.)

2. Applicant's date of birth: _____

3. Applicant's social security number: _____

4. Name and address of partnership, corporation or other entity which the applicant represents:

5. Employer Identification Number of entity, if applicable: _____

6. Provide Applicant's telephone number, as well as a cellular telephone number at which the Applicant and an employee present at the site from which Applicant is selling food may be reached at all times:

7. Have you or any of the persons named in item 1 been convicted of a misdemeanor or felony? For purposes of this question, traffic violations do not need to be reported. If yes, provide details, including date(s) of conviction, offense(s), penalty(ies) imposed and court(s) of conviction.

8. Have any of the persons who will be employed by the Applicant or the entity, and who will be working in the Village of North Syracuse, ever been convicted of a misdemeanor or felony? For purposed of this question, traffic violations do not need to be reported. If yes, provide details, including date(s) of conviction, offense(s), penalty(ies) imposed and court(s) of conviction.

9. Has the Applicant or the entity the Applicant represents ever applied for a license for any purpose from the Village of North Syracuse? If yes, provide details, including (i) name of applicant and entity, (ii) type of license, (iii) date of application, (iv) whether application was granted or denied, (v) if application was denied, reason for denial, (vi) whether application was revoked, and (vii) if application was revoked, the reason for revocation.

10. Have you or the entity you represent ever applied for a similar license, including a license for peddling or soliciting, from any other municipality in the state of New York? If yes, provide details, including (i) name of applicant and entity, (ii) type of license, (iii) date of application, (iv) whether application was granted or denied, (v) if application was denied, reason for denial, (vi) whether application was revoked, and (vii) if application was revoked, the reason for revocation; (viii) municipality.

11. Explain in detail the type of activity proposed to be conducted in the Village of North Syracuse, including the kind of food or goods to be sold:

12. Provide the proposed hours and days of operation:

13. Provide information regarding the type of structure or motor vehicle to be used by the Applicant in carrying on the business for which the license is desired. If a structure is to be used, provide information on how the structure will be transported to and from the desired location. If a motor vehicle of any kind is to be used, provide the registration number, make, model and color of the vehicle. Attach to the application a color photograph of the structure or motor vehicle to be used.

14. Length of time license is desired: _____

15. If Applicant claims exemption from license requirement, state why:

16. Are the premises on which the Applicant seeks to conduct its business owned by the Applicant or the entity the Applicant represents? If not, provide name, address and telephone number for owner of record.

17. If premises on which Applicant seeks to conduct its business are not owned by the Applicant or the entity the Applicant represents, attach as part of this application written permission from the owner of record for the Applicant to operate at the premises.

18. Attach a rendering to scale, of the premises at which Applicant seeks to conduct its business and the location on the premises where Applicant seeks to locate. Include all relevant structures and site information, including, but not limited to, location of buildings, landscaping, parking, driveways and drive aisles.

19. Applicant hereby certifies that he or she has read and agrees to fully comply with applicable provisions of the Village of North Syracuse Code, including, but not limited to, Chapter 169, Article III. (SEE ATTACHED)

20. Applicant has submitted with this application consent for the Village of North Syracuse to conduct a criminal background check of the Applicant in a form acceptable to the Village.

21. Applicant has submitted with this application consent for the Village of North Syracuse to conduct a criminal background check of any individual employed by the Applicant or entity the Applicant represents in a form acceptable to the Village.
22. Applicant has submitted with this application a valid form photographic identification for the Applicant as well as any employees who will be working for the Applicant or the entity the Applicant represents in the Village.
23. Applicant has submitted with this application valid approvals and certifications from all appropriate health and welfare agencies that allow Applicant to sell food. It is the responsibility of the Applicant to determine what approvals and certifications are required and to obtain the same.

All attachments and documents required to be submitted with application shall be considered incorporated into the application and a part of the application.

Applicant hereby certifies that the information contained in this application is true, accurate and complete.

Date: _____, 20__

(Signature of Applicant)

(Print Name of Applicant)

For Village use only:

Required Fees:

Application Fee Submitted: _____ 3-day license/\$25.00
_____ 1 year license/\$200.00
_____ Replacement license/\$15.00

Individual criminal background check fee submitted:

_____ individual criminal background checks requires at \$10.00 each, for a total of \$_____

Background Checks

Completed on: _____.

Findings:

Codes Department Review:

Completed on: _____.

Codes Department approves/disapproves of location: _____
or recommends the following modifications:

Codes department otherwise approves of application and finds that all applicable laws, rules and code requirements are satisfied: _____.

License Issued / Denied:

License issued/Denied (circle one) on _____ by _____.

License Number: _____.

If licensed denied, Applicant applies to Village Board on _____.
Village Board holds hearing on _____ and Issues/denies license.

**Village of North Syracuse
600 South Bay Road
North Syracuse, NY 13212
Phone: (315)458-0900
Fax: (315)458-5079**

Insurance Requirements

Indemnification and Hold Harmless Requirements

To the extent permitted by law, all Contractors, Subcontractors, and all others ("Contractors") performing work for the Village of North Syracuse shall indemnify and hold harmless the Village of North Syracuse, its agents and employees of any of them from and against all claims, damages, losses and expenses including but not limited to attorney's fees arising out of claims, damages, losses and expenses including but not limited to attorneys fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense, (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss or use resulting therefrom and (b) is caused in whole or in part by any act or omission of the Contractor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, Contractor's obligation to indemnify the Village of North Syracuse, its agents and employees of any of them for any judgement, mediation, or arbitration award or settlement shall extend only to the percentage or negligence of Contractor of anyone directly or indirectly employed by it or any for whose acts it may be liable in connection to such claim, damage, loss and expense. In any and all claims against the Village of North Syracuse or any of its agents or employees, employees of Contractor, the indemnification obligation under this paragraph shall not be limited by any limitation of amount or type of damages, compensation, or benefits payable by or for Contactor under workers compensation and benefit acts or other employee benefits acts.

Liability Requirements

The contractor shall purchase and maintain insurance of the following types of coverage and limits of liability

1. **Commercial General Liability (CGL)** with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate
 - a. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.

- b. CGL coverage shall be written on ISO Occurrence form CG 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
- c. Village of North Syracuse, owner and all other parties required by the Village of North Syracuse, shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary Insurance, on a noncontributing basis before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
- d. Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the work.

2. Automobile Liability

- a. Business Auto Liability with limits of at least \$1,000,000 each accident.
- b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.
- c. The Village of North Syracuse, owner and all parties required by the Village of North Syracuse shall be included as additional insureds on a Primary basis on the auto policy.

3. Commercial Umbrella

- a. Umbrella limits must be at least \$1,000,000
- b. Umbrella coverage must include as insureds all entities that are additional insureds on the CGL
- c. Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and employers Liability coverages maintained by the Subcontractor.

4. Workers Compensation and Employers Liability

- a. Employers Liability Insurance limits of at least \$500,000 each Accident for bodily injury by accident and \$500,000 each employee for injury by disease in other than the State of New York. New York State limits read "Statutory"

- b. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.
- c. Where applicable U.S. Longshore and Harbor Workers Compensation Act Endorsement shall be attached to the policy.

Waiver Subrogation

Contractor waives all rights against the Village of North Syracuse, its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

Notice of Change or Cancellation

No policy will permit cancellation or modification without thirty (30) days prior written notice of cancellation or modification to the Village of North Syracuse.

Proof of this insurance coverage should be sent to:

**Village of North Syracuse
600 South Bay Road
North Syracuse, NY 13212**

ATTN: Deputy Village Clerk Treasurer

I have read the above, acknowledge, understand and will comply with.

Authorized Representative:

Company Name:

Date: _____