

Application for Pushcart Permit

BEFORE SUBMITTING AN APPLICATION:

- Review the Pushcart Standards (attached document) for necessary design and locate regulations.

Please remit to:
 LCG Permitting Counter
 220 W. Willow Street (Bldg. B)
 Lafayette, LA 70501
 337-291-8431

Required Attachments

Before any permit shall be issued, the application must be accompanied the following. Please check or indicated N/A in each of the boxes.

	Full names, addresses, telephone numbers of all assistants, associates or employees employed by the applicant pursuant to Section 78-431 of the attached ordinance.
	A written statement that the applicant, and any assistants, associates or employees who shall be employed by such person, have not been convicted of a felony under the laws of the United States, this state, or another state or country within two years prior to filing said application.
	A certified copy of the certificate of incorporation or certificate of organization issued by the Louisiana Secretary of State if the applicant is incorporated or a limited liability company organized under the laws of the state of Louisiana. <ul style="list-style-type: none"> - A certified copy of the certificate of registry if the applicant is a partnership. - A certified copy of the certificate of authority issued by the Louisiana Secretary of State if the applicant is a corporation incorporated, or a limited liability company organized, under the laws of a state other than Louisiana.
	Certificate(s) showing the applicant is registered with the Louisiana Department of Revenue and local tax collection agencies if applicant is required to so register under Louisiana law.
	Design drawings and specifications of the pushcart.
	Hold harmless agreement signifying that Lafayette Consolidated Government is not responsible for any damage to the outdoor merchandise display or its users. (See specifications below.)
	A copy of the applicant’s general liability policy that covers the permitted pushcart and a current certificate of insurance.
	A copy of the applicant’s Department of Health permit to operate as a food service business.

Application for Pushcart Permit

The applicant must notify the permitting authority of any changes to the information provided in this application within 10 business days.

1. Doing Business As: _____
2. Owner(s) name(s): _____ Tax ID: _____
3. If the applicant is a corporation, partnership, limited liability company, firm or other legal entity of any type other than a natural person, please list on a separate sheet, the full names and addresses of all officers, partners, members, principals and/or registered agents.
4. Location of business: _____
5. Mailing address: _____
Street

City State Zip
6. Permit Classification: (circle one)
Pushcart
7. Operational days / hours: _____
8. Telephone numbers: Business (_____) Home (_____) _____
9. Number of Operators: _____
10. Application Review Fee: _____

Note: Upon approval, applicant will be responsible for a Pushcart permit fee (\$125). Prorates are applied for this fee if permitted after January 1st. A permit renewal fee (\$125) is due each preceding year on January 1st and is not available for prorate.

The application fee of \$100 is NONREFUNDABLE, regardless of the Downtown Management Committee's approval or denial of the application

By completion of this application, I agree to follow the requirements set forth in Article VII, 78-401 through 78-435.

Signature

Title

Date

*When the Downtown Management Committee meets to review your application, they may require additional information to complete this process.

Pushcart Standards

For use by Pushcart Applicants

“Pushcart” means a wheeled cart which may be moved by one person without the assistance of a motor and which is designed and used for the purpose of storing, displaying, exhibiting, selling, or offering for sale and food or beverages (except alcoholic beverages)

Application Checklist	Conform
- Application fee paid (\$100) – <i>onetime fee</i>	
- Permitting fee paid <ul style="list-style-type: none"> o Pushcart (\$125/yr or prorated) o Renewal (\$125/yr) o Relocation (\$75/relocate) o Additional employee fee (\$25/employee over 2 allowable) 	
- Documentation submitted	
o Application (signed)	
o Secretary of State Certification	
o Proof of Tax Registration	
o Written Statement of Non-Felon Operators	
o Health Department Certification/License	
o Design Drawings and Specifications	
o Pushcart Location(s)	
- Insurance requirements met <ul style="list-style-type: none"> o Hold Harmless Statement (signed and notarized) o General Liability Insurance Policy (covering permitted activity) o Certificate of Insurance 	
(*) Comments:	

Pushcart Checklist	Conform
Pushcart activities must follow all associated regulations.	
- Pushcart must reside in “D” Downtown zoning district, on a sidewalk.	
- Pushcart must be movable without assistance of a motor (except in cases of operators with a disability).	
- Pushcart operators must have photographic identification (to be displayed with issued permit).	
- Pushcarts must be located on a sidewalk, and clearance must be maintained (5ft required, 7ft preferred).	
- Building ingress and egress must remain unobstructed for clear, barrier-free pedestrian passage (consistent with fire safety regulations).	
- Pushcart must be covered to prevent exposure of the products.	
- Pushcart must have a receptacle attached to it to collect appropriate trash and waste.	
- Pushcart shall not have any bell, siren, flashing lights, or otherwise distracting devices to attract attention of customers.	
- Signs must not be larger than the pushcart itself nor block pedestrian or vehicular views.	
- Pushcarts must be less than 30 sqft in size.	
(*) Comments:	

Violations to Know

Keep in mind certain actions are grounds for a written violation, fine, or even revocation of permit.

- Pushcart must not display, exhibit, sell, or offer for sale any food, beverages, goods, or wares in Downtown Lafayette without a permit. (Special events exempt.)
- Pushcart operator must be responsible to keep the immediate area (a five foot radius) free of litter.
- Pushcart must display permit and operator identification in a conspicuous location on or near the permitted activity.
- Pushcart operators must not violate any federal, state, or local law while engaged in permitted activity.
- Permit holder must comply with all state and local health/regulatory agencies (including food preparation and service).
- Pushcart location must not impede, endanger, or interfere with pedestrian or vehicular traffic.
- Permitted business must not have any required business or health license suspended or revoked.
- Pushcart and operators must not cause any public health or safety endangerment while engaging in permitted activity.
- Pushcart should not be attached to public fixtures. This includes any accessory attachments to public fixtures (i.e. tying a banner to a light post or streetscape railing.)
- Pushcart must not be stored, parked, or left overnight in any public area.
- No painting sidewalk or altering public infrastructure in any way.
- Hours of operation shall not go past 7a-2a Monday-Saturday and 7a-12p on Sunday.
- Pushcart operators must be in attendance of the pushcart at all times, except in cases of emergency.
- LCG may require the temporary removal of an outdoor dining area when street, sidewalk, or utility repairs necessitate.
- DMC may suspend a pushcart permit when necessary to clear sidewalk areas for a special event. (Notification of suspension will include the date, time(s), and estimated duration of suspension.)
- Smoking by pushcart operators and patrons shall be prohibited in and within 25 feet of all public entrances (5 feet for bars).
- Pushcart operators shall not consume or be under the influence of alcohol or controlled substances while operating the pushcart.
- Must meet all standards set in Chapter 78, Article VII of the Lafayette Code of Ordinances.

Violation Procedure:

- First offense: written warning by Designated Permit Manager with opportunity to remedy the violation within reasonable time, not to exceed 30 days.
- Second Offense: Fine of \$250
- Third and Subsequent Offense: \$500/day

INDEMNITY AGREEMENT

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned authority personally came and appeared _____, permit holder, who being first duly sworn, did depose and state:

Permit holder has been issued a permit pursuant to Lafayette City-Parish Consolidated Government Code of Ordinances, Article VII, Section 78-401 through 78-435.

In connection with the permit and permitted activity, the permit holder agrees to and shall defend, indemnify and hold harmless the Lafayette City-Parish Consolidated Government (hereinafter "LCG"), its officers, agents, contractors and employees against any and all claims, allegations demands, suits, judgments, costs, attorney's fees or awards for personal injury or bodily injury, death, property damage and/or loss of any kind by

(a) LCG, its employees, agents, representatives, invitees and/or their contractors or subcontractors or their employees, invitees, agents or representatives; and

(b) permit holder, permit holder's employees, invitees, guests, agents, representatives and/or permit holder's contractors or subcontractors or their employees, invitees, agents or representatives; and

(c) any and all other third-parties, their employees, agents, invitees, guests, representatives and/or their contractors or subcontractors, or their employees, invitees, agents or representatives,

which arise out of, result from or are in any way connected with permit holder work, operations, acts, activities, or presence on the physical location of the permitted activity, and/or which arise out of, result from or are in any way connected with the acts, activities, or presence of a third party on the physical location of the permitted activity, and/or which arise out of, result from or are in any way connected with the acts, activities, or presence of any employee, invitee, guest, agent, representative, contractor or subcontractor of the permit holder on the physical location of the permitted activity, whether such claim, allegation, demand, suit, judgment or award arises out of, results from, or is any way connected with a pre-existing defect, negligence, alleged negligence, sole or concurrent negligence or alleged sole or concurrent negligence of LCG and/or permit holder, or the imposition of any fines, penalties, assessments or liens, which arises out of, results from or is any way connected with permit holder's work, operations, acts, activities or presence on the physical location of the permitted activity.

Further, permit holder assumes full responsibility for the condition of the premises of the permitted activity, and Lafayette City-Parish Consolidated Government shall have no responsibility for its condition and are not liable for injury and/or damage caused by any defect in the subject premises to permit holder or anyone on the subject premises.

Permit holder shall pay all such claims and shall immediately reimburse any and all attorney's fees incurred by the LCG and any other costs of defense, adjustment, and investigation incurred by LCG in connection with such claims and shall pay reasonable

attorney's fees and costs associated with the enforcement of this defense and indemnity agreement by LCG.

Permit holder shall, at his/her/its own expense, maintain in full force and effect a general liability insurance policy covering the permitted activity carried on under the terms of the permit and covering the premises on which the permitted activity occurs. Said insurance shall be on the form prescribed by the Risk Management Division of the Lafayette City-Parish Consolidated Government. Said insurance policy will include complete coverages for the hold harmless, defense and indemnity obligations stated in the previous paragraphs.

The permit holder shall name LCG as an additional insured (except for Workers' Compensation insurance) and provide that the permit holder and his/her/its insurers waive their right of subrogation against LCG.

SWORN TO AND SUBSCRIBED before me on this _____ day of _____, 2013, at _____, _____.

NOTARY PUBLIC (Signature)

NOTARY PUBLIC (Printed Name)

NOTARY PUBLIC (Number)

Commission Expires: _____