



THE CITY OF JACKSONVILLE

APPLICATION FOR ITINERANT VENDOR'S LICENSE CITY OF JACKSONVILLE, TEXAS

THE STATE OF TEXAS }

COUNTY OF CHEROKEE }

The undersigned, in accordance with the provisions of Ordinance Number 1550, Code of Ordinances of the City of Jacksonville, Texas, hereby makes application for Itinerant Vendor's License.

1. a) Applicant's name: _____
 b) Date of Birth: _____
2. Business address and telephone number: _____

3. Residence address and telephone number: _____

4. Social Security Number: _____
5. Driver's License Number or state issued I.D.; No permit will be processed without a copy of a license or state issued I.D.

6. If a corporation, list name, address of principal offices, federal tax identification number, name and address of all shareholders owning more than 10% of shares: _____



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7. If a partnership, state partnership names, type of partnership (limited or general), as well as names, addresses and telephone number of all partners: _____

8. State the nature of all goods, wares, or merchandise to be sold: _____

9. State the source of goods (e.g., name, address, telephone number of the party from whom such merchandise was purchased or otherwise acquired): _____

10. a) Proposed location of sale (street address): _____

- b) Name and address of owner or property at proposed location of sale: _____

- c) Current zoning of property at proposed location of sale: _____

11. State whether applicant will sell goods: _____
- a) From a vehicle: YES _____ NO _____
- b) From a temporary structure YES _____ NO _____
- If YES, describe temporary structure from which goods will be sold: _____



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12. For each employee, independent contractor, agent or other representative who will sell, offer, solicit, take orders for, or distribute commercial printed matter on behalf of applicant, state the following (If more than one salesperson will be in our area, please use an additional piece of paper and answer the following information must be submitted on each salesperson in full)
- a) Name: _____
 - b) Date of Birth: _____
 - c) Residence address and telephone number: _____

 - d) Social Security number: _____
 - e) Business address and telephone number: _____

 - f) Driver's license number: _____
13. This application must be accompanied by the following information on each employee who will be in our area.
- a) A recent photograph of the itinerant vendor and each employee, agent, independent contractor or other representative who will sell merchandise on behalf of or in conjunction with the applicant.
 - b) An itinerant vendor's license fee of thirty dollars (\$30.00) per year.

This fee will for each employee, agent, independent contractor, or other representative who will sell merchandise on behalf of or in conjunction with the applicant if operating door to door.



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Please provide all that apply:

- Provide written permission or copy of lease from current property owner.
- Provide a copy current sales tax permit with the State of Texas showing payment to the City of Jacksonville.
- Inspection/Permits by health department or City of Jacksonville of any locations where food is warmed, cooked, prepared, warmed or packaged. (If in a different county or jurisdiction a health permit from the authority having jurisdiction).
- Provide proof of access to restrooms and running water as required by ordinance and city codes. (Written permission from Owner or lease agreement)
- Provide proof of inspection by City Fire Marshall of any location where food is sold.
- Provide site plan showing number of parking spaces. (City codes for parking requirements must be met).
- In conjunction with #13 above please provide drawings or photos of signage to be used at location. (all Signs must be attached to any mobile vehicle and follow city ordinances)
- Provide any permits as required by governmental agencies to sell produce.
- Provide the method and location of storage and disposal of grey water.



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The following items are to be filled out by City Staff:

- Building Inspector approval : _____
- Background Check: Approval Chief Of Police: _____
- Fire Marshall approval _____

PLEASE NOTE: All Itinerant vendor's license applications must be submitted to the City Secretary's office at 315 S. Ragsdale. City staff will be in contact with applicant for inspections and approvals. Once approved permits must be picked up **in person** at the Customer Service Center, 215 E. Rusk St. Jacksonville, TX 75766. Permit applications can take up to 10 business days to process.

Contact Information:

Randall Chandler (Grey Water Disposal Approval)
1220 S. Bolton
Jacksonville, TX 75766
(903) 589-2510

Community and Development Services
Jody Watson
Chris Silvey
1220 S. Bolton
Jacksonville, TX 75766
(903) 589-2510

Fire Marshall
Jeremy Pate
301 S. Main St
Jacksonville, TX 75766
(903) 586-4904

County Health Department
803 College Ave.
Jacksonville, TX 75766
(903) 586-6191



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I hereby certify under penalty of perjury that all information contained in this application is true and correct under penalty of law and contains no material misrepresentation or omission that would render the information given false or misleading. Additionally I affirm if the permit is granted it will not be used as or represented to be, an endorsement by the City of Jacksonville, any of its officers or employees. I further acknowledge by my signature below that this application is confirmation I have received, read, understand and is in accordance with the rules and regulation as stated in Ordinance Number 1550, Code of Ordinance of the City of Jacksonville. I understand violating any portion of the ordinance will cause my permit to be revoked.

SIGNED THIS _____ day of _____, 20__

APPLICANT

THE STATE OF TEXAS }

COUNTY OF _____ }

BEFORE ME, the undersigned authority, a Notary Public in and for said county and State, on this day personally appeared _____

Known to me to be the person whose name is subscribed to the foregoing application, and upon oath, deposed and stated that all facts contained in the foregoing Application for Itinerant Vendor's License are true and correct.

SWORN TO AND SUBSCRIBED BEFORE ME, this the _____ day of _____

Notary Public In and For _____ County, _____

Notary

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

I hereby acknowledge that I have voluntarily applied for an Itinerant Vendor Permit with the City of Jacksonville¹. I understand that in issuing the above permit, the City of Jacksonville is merely performing a ministerial act. The City of Jacksonville in no way makes any representation, warranty, claim of fitness for any particular purpose or any other statement of any kind by reason of the issuance of such permit or of anything whatsoever in connection with my proposed itinerant vendor status.

As lawful consideration for being permitted by the City of Jacksonville as an itinerant vendor in the City of Jacksonville, **I release the City of Jacksonville from any legal liability and from any and all injury, harm, loss, damage or death caused by or resulting from the activities conducted by me or my employees or independent contractors on any premises where I will act as itinerant vendor in the City of Jacksonville, WHETHER OR NOT SUCH WAS CAUSED BY THEIR NEGLIGENCE OR BY ANY OTHER CAUSE.**

I further agree to release, acquit, and forever discharge the City of Jacksonville from any and all claims, demands, liabilities, or causes of action of any type or character that arise or may arise be caused by or result from, or be associated with my or our use of any premises on which I may act as itinerant vendor in the City of Jacksonville.

I further agree not to sue, claim against, attach to the property of, or prosecute the City of Jacksonville for any injury, damage, or death caused by or resulting from my or our use of any premises for which I receive a permit from the City of Jacksonville, **WHETHER OR NOT SUCH INJURY, DAMAGE OR DEATH WAS CAUSED BY THEIR NEGLIGENCE OR BY ANY OTHER CAUSE.**

THIS RELEASE is given as a voluntary **WAIVER** and surrender of all of my claims and rights related, present or future, whether the same be now known, anticipated, or unanticipated, resulting from or arising out of my or our use or any intended use of any such premises. Consideration for this Release is set forth above and its adequacy is acknowledged. In the event any court may subsequently hold that the consideration is inadequate, then I hereby state that no consideration is required for giving of this Release and Waiver and none was requested by me.

I FURTHER AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF JACKSONVILLE FOR ANY LOSSES, DAMAGES, EXPENSES, OR

¹ The City of Jacksonville as used herein includes without limitation the City of Jacksonville, Texas, all present and former employees, council members, officers, attorneys, agents and assigns of such

LIABILITIES FOR ANY CLAIMS AGAINST THEM ARISING OUT OF ANY INJURIES, DAMAGES, OR DEATH CAUSED BY OR RESULTING FROM MY OR MY INDEPENDENT CONTRACTORS' OR EMPLOYEES' USE OF ANY SUCH PREMISES, OR FOR ANY REASON WHATSOEVER RELATED TO THE ISSUANCE OF SUCH PERMIT OR BY REASON OF ANY ACT, NEGLIGENCE OR ANYTHING DONE UNDER OR BY VIRTUE OF THE AUTHORITY GIVEN IN SUCH PERMIT, WHETHER OR NOT SUCH INJURIES, DAMAGES, OR DEATH WAS CAUSED BY THEIR NEGLIGENCE OR BY ANY OTHER CAUSE.

I hereby agree and state that this **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT** extends to all acts of negligence by the City of Jacksonville, and is intended to be as broad and inclusive as is permitted by the laws of the State of Texas. If any portion of this document is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

SINGULAR PRONOUNS SHALL INCLUDE THE PLURAL WHEN APPLICABLE.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

APPLICANT:

BY: _____ Date: _____