

GARDEN CITY PARKING LOT

FOOD TRUCK RULES AND REGULATIONS

1. Prior to operating at the Garden City parking lot ("Property"), Vendor must obtain a Food Truck License Agreement ("Permit") from the Horry County Planning Department. Permits will run on a weekly basis from Monday through Sunday. The permit fee for the week will be \$700.00. Permits shall be pro-rated for each week at \$100.00/day based on the date of issuance. No more than five permits shall be issued for any given week.
2. Vendors may notify Horry County of their interest in acquiring a permit for a given week at any time. However, applications must be submitted no later than 5:00 p.m. on Thursday prior to the week requested. If Friday is a County holiday, the deadline will be no later than 5:00 p.m. on Wednesday prior to the week requested. Permits will be issued on the Friday prior to the requested week. In the event that demand for permits exceeds five for any particular week, Horry County will institute a lottery system and notify the winning vendors by the close of business on the Friday preceding that week.
3. If a permit is awarded, the applicant must pick up and pay for the permit by close of business on Monday of the awarded week. Failure to do so will result in the permit being offered to the next available applicant.
4. In addition to the Food Truck License Agreement, Vendor shall obtain and display an Horry County business license, an Horry County Mobile Food Permit, SC Department of Agriculture certification, and shall comply with all State and local laws, ordinances, regulations, and requirements.
5. Vendor may only sell food items and non-alcoholic beverages on the Property, and prices for all products offered to the public shall be prominently displayed.
6. Vendors will only be allowed to operate during the hours between 7:00 a.m. through 9:00 p.m., and shall be located in the designated area only (Vending locations will be available on a first-come, first-served basis as vendors arrive on-site). Activity on-site is permitted between 6:30 a.m. and 9:30 p.m., which includes 30 minutes for arrival and set-up prior to operating hours (7:00 a.m. – 9:00 p.m.), and 30 minutes for take-down and departure from site following operating hours.
7. One on-site A-frame board sign shall be permitted per mobile food unit, maximum two (2) feet by three (3) feet in size, located within ten (10) feet of the mobile food unit, and must be located outside of all buffers, rights-of-way, and designated parking spaces. Amplified sound or sound devices are not permitted.
8. Vendor must provide proof of insurance for Commercial General Liability with minimum limits of liability of \$1,000,000 per occurrence and Commercial Auto Liability with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage for vehicles used in their operations. Horry County shall be named as an additional insured on all such policies.
9. Vendor must provide appropriate trash receptacles, remove and dispose of all trash resulting from sales, and maintain the area in a neat and orderly condition.
10. Vendor shall maintain, at a minimum, four feet of passage for pedestrians and shall follow Americans with Disabilities Act (ADA) and American National Standards Institute (ANSI) regulations.
11. Vendor shall not discharge items from any food truck onto the parking lot, gutter, storm inlet, retention pond, or any other property of Horry County.
12. The maximum allowable length of a mobile food unit shall not exceed 30 feet.
13. Generator Specifications-
 - a. Noise Level Specifications:

- i. All generators used by mobile food units must be manufactured to operate at a maximum noise level of 60 decibels (dB) measured at a distance of 23 feet (7 meters).
 - ii. This is to ensure a pleasant environment for customers, vendors, and nearby businesses.
- b. Acceptable Generator Types
 - i. Inverter generators are strongly recommended due to their low-noise operation and energy efficiency.
- c. Location & Operation Guidelines
 - i. Generators should be placed as far as practical from customer service areas.
 - ii. Exhaust must be directed away from the public, and other vendors.
 - iii. The use of sound barriers or acoustic enclosures are required if noise levels exceed acceptable limits.
- d. Enforcement
 - i. Non-compliant generators may result in the operator being asked to shut down the unit or leave the site.
 - ii. Noise levels may be monitored at any time if necessary.

14. Vendors may apply for permits by contacting the Horry County Planning Department at (843) 915-5340 or via email at gcparkinglotvending@horrycountysc.gov .

HORRY COUNTY
1301 SECOND AVE., SUITE 1D 09
CONWAY SC, 29526



PLANNING & ZONING DEPARTMENT
OFFICE: (843) 915-5340 /FAX :(843) 915-6340

APPLICATION FOR MOBILE FOOD VENDING GARDEN CITY PARKING LOT

All mobile food vending permit requests shall be submitted in person to the Planning Department at 1301 2nd Avenue, Conway, SC, or by emailing application to gcparkinglotvending@horrycountysc.gov

VENDOR INFORMATION:

BUSINESS NAME

NAME OF VENDOR OWNER(S)

VENDOR MAILING ADDRESS

VENDOR OWNER TELEPHONE NUMBER

VENDOR OWNER EMAIL

TYPE OF MOBILE FOOD UNIT (TRUCK, CART, ETC.)
&NATURE OF BUSINESS & GOODS TO BE SOLD

PERMIT VALID ONLY FOR SPECIFIC SITE BELOW:

(OPERATING HOURS OF 7:00AM TO 9:00PM)

212 Atlantic Ave., Garden City
SITE ADDRESS

REQUESTED DATE(S) AT THIS LOCATION
TBD - Pending Approval

470-06-04-0125
PIN NUMBER

Horry County A Body Politic
NAME OF PROPERTY OWNER

CHECKLIST FOR DOCUMENTS NEEDED AT TIME OF SUBMITTAL:

VENDOR MUST READ AND INITIAL EACH NUMBERED STATEMENT BELOW.

- _____ 1. Provided evidence of SC Department of Agriculture certification.
- _____ 2. Provided proof of current license plate, vehicle registration, and photos of exterior.
- _____ 3. The maximum allowable length of a mobile food unit shall not exceed 30 feet.
- _____ 4. Vendor must provide proof of insurance for Commercial General Liability with minimum limits of liability of \$1,000,000 per occurrence and Commercial Auto Liability with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage for vehicles used in their operations. Horry County shall be named as an additional insured on all such policies.
- _____ 5. One on-site A-frame board sign shall be permitted per mobile food unit, maximum two (2) feet by three (3) feet in size, located within ten (10) feet of the mobile food unit, and must be located outside of all buffers, rights-of-way, and designated parking spaces. Amplified sound or sound devices are not permitted.
- _____ 6. The *Food Truck License, Indemnity, and Hold Harmless Agreement* must be completed and provided at the time of submittal.
- _____ 7. Activity on-site is permitted between 6:30 a.m. and 9:30 p.m., which includes 30 minutes for arrival and set-up prior to operating hours (7:00 a.m. – 9:00 p.m.), and 30 minutes for take-down and departure following operating hours.
- _____ 8. All generators used by food trucks must operate at a maximum noise level of 60 decibels (dB) or less at a distance of 23 feet (7 meters). This is in line with standard definitions of “quiet” generators and is suitable for maintaining a comfortable environment for customers and neighboring vendors.
- _____ 9. Vendor may only sell food items and non-alcoholic beverages on the Property, and prices for all products offered to the public shall be prominently displayed.

I hereby acknowledge by signature below, that the proposed **Food Vending** business satisfies the definition of a **Mobile Food Unit** and meets the requirements as listed above and fully explained by the **Garden City Parking Lot Food Truck Rules and Regulations**, which is provided attached to this application. I understand that the County may revoke permit for this **Food Vending** use if the business is found to be in violation of these requirements.

SIGNATURE OF VENDING OWNER

DATE

Issue Date:

Issued By:

Permit/Sticker#:

FOOD TRUCK LICENSE, INDEMNITY, AND HOLD HARMLESS AGREEMENT

STATE OF SOUTH CAROLINA)
) **ss.** **AGREEMENT**
COUNTY OF HORRY)

This License, Indemnity and Hold Harmless Agreement ("Agreement") is made between:

HORRY COUNTY, a body politic and political subdivision of the State of South Carolina, ("County"); and

_____, a business entity authorized to do business in the State of South Carolina, ("Licensee").

A. The County is the owner of certain property known as the Garden City parking lot located at 212 Atlantic Avenue in Garden City, SC, also known as the premises, ("premises");

B. The Licensee intends and desires to use the premises for a one-week period to provide mobile food vending services between _____, with operations being open to the public only between the hours of 9:00 a.m. -9:00 p.m.;

C. The County intends and desires to grant a non-exclusive license to Licensee for the provision of mobile food vending services at the Premises only during the dates identified above;

D. It is the intent of the parties to confirm the grant of license by the County to the Licensee, its agents, employees, invitees, and permittees, for the right, privilege, and permission to enter on said premises; and

E. Entry on the premises is for the sole purpose of providing mobile food vending between the hours of 9:00 a.m. through 9:00 p.m., daily.

NOW, THEREFORE, permission given to the licensee as an accommodation with no monetary consideration, and permission is revocable at any time by the County, and the parties agree as follows:

1. **Recitals**: The above recitals are incorporated by reference as if restated.

2. **Grant of License**: The County by and through this agreement grants, bargains, and releases to the Licensee, the right and license to enter on the subject premises, subject to the terms and conditions of this agreement, and subject to the restriction placed on said use; namely, that the Licensee will use the premises only during the duration stated herein, and only for the provision of mobile food vending services. This privilege and license extends to the set-up of any inventory and equipment necessary for the provision of this event. The privilege is granted to the licensee and is revocable at any time by the County. **This license shall automatically terminate at midnight on the last date specified as the term of this Agreement, but may be revoked at any time by the County.**

LICENSE FEE: \$700.00 (\$100.00/day)

3. **Acknowledgements and Warranties**:

- a. Licensee acknowledges that the legal title of the licensor to the property and agrees never to deny this title or claim any rights relating to this title other than those derived from this agreement.
- b. Licensee acknowledges that it has the duty of leaving the premises in substantially the same condition as exist at the time of the exercise of this license.
- c. Licensee acknowledges that this license is applicable for the duration set forth herein only.
- d. Licensee warrants and agrees that it shall not erect or cause or permit to be erected on the premises any building or structures, whether permanent or temporary, including but not limited to, stadiums, shelters, sheds or other things attached to or placed on the premises.
- e. Licensee warrants that it has sufficient insurance in coverages and amounts equal to or exceeding the amounts required by the County, and will provide proof of the same, as well as a certificate of insurance

listing the County as an additional insured.

- f. Licensee acknowledges that it's Signatory on this agreement has full authority and permission to bind the Licensee.

4. **Indemnity and Hold Harmless:** Licensee and his invitees will enter the property and exercise the granted privilege at licensee's own risk, and agrees that licensee, its agents, heirs, assigns, successors, and permittees, will never claim any damages against the County, its agents, employees, heirs, assigns, and successors, for any injuries or damages suffered on account of the exercise of this privilege, regardless of the fault or negligence of County, its agents, employees, heirs, assigns, and successors, and licensee will indemnify and hold harmless the County, its agents, employees, heirs, assigns, and successors against all liability for damages and expenses resulting from, arising out of, or in any way connected with the exercise of privilege by licensee, and licensee's invitees, permittees, or other persons entering the property at the invitation of the Licensee.

5. **Additional Terms and Conditions:**

- a. The Licensee acknowledges the legal title of the County to the Property and agrees never to deny this title or claim to any rights relating to this legal title other than those derived from this Agreement.
- b. This License is NOT assignable.
- c. All prior agreements, understandings, and contract between the parties shall be set aside as to the matters contained in this Agreement, and the terms set forth in writing in this Agreement, or in any subsequent written amendment hereto shall be the sole terms that govern the rights and duties of the parties.
- d. This Agreement may be modified only upon written agreement by the parties.
- e. **Licensee acknowledges and agrees that no alcohol is permitted on the property of the County, and Licensee shall not sell or allow alcoholic beverages on County property.**

6. **Jurisdiction and Dispute Resolution:** This Agreement shall be interpreted and applied pursuant to the laws of the State of South Carolina and Horry County. Jurisdiction for litigation, enforcement and dispute resolution is in Horry County, South Carolina.

7. **Termination and Revocation:** This Agreement shall automatically terminate at midnight on the last date specified as the term of this Agreement, and may be revoked at any time by the County.

8. **Notices:** Notices between the Parties to this Agreement shall be addressed as follows:

County

Licensee

Horry County
c/o County Administrator
1301 Second Avenue
P.O. Box 1236
Conway, SC 29528
(T) (843) 915-5020
Fax: (843) 915-6020

(T) ()
(C) ()

Dated: _____

For and on behalf of Horry County:

For and on behalf of Licensee:

By: _____
Food Truck Administrator
Horry County Planning Department

By: _____
Printed Name: _____
Its: _____

GARDEN CITY TEMPORARY MOBILE FOOD VENDING SITE PLAN

