

Temporary Permit to Operate Food Truck at ITD Rest Areas

Vendor (Permittee) Name:	Rest Area:
Activity Date:	Times of day Begin: End:
Permit Number:	

In response to the COVID-19 emergency, ITD will (in cooperation with the Federal Highway Administration) temporarily issue permits to licensed vendors to sell food at designated rest areas adjacent to certain highways in the State of Idaho. This permitting is in direct response to the COVID -19 pandemic and the Federal, State and Local Proclamations and Orders, which have been issued in response. This permit and any rights it provides shall be subject to compliance with those Proclamations and Orders, including any modifications thereto. The vendor (permittee) agrees to the following terms and conditions.

As the Vendor, I will agree:

1. To operate food truck only at the location assigned by the Agency as identified in this permit.
2. To conduct activities in a safe and professional manner, and to comply with all Safety Rest Area Administrative Rules (IDAPA 39.30.50).
3. To comply with Idaho State Department of Health’s Food Worker and Establishment Guidance on COVID-19.
4. Only provide food service at rest area facility as approved by ITD and during the scheduled times.
5. To have a valid mobile food license in accordance with state and local laws and rules of health departments.
6. To have commercial general and automobile insurance.
7. To park and stage vehicles and equipment in designated areas as identified in this permit or as otherwise directed by ITD.
8. To post in a conspicuous location a signed copy of this permit and the county food permit when conducting permitted activity.
9. To maintain a clean and sanitary worksite at all times. Garbage shall be removed by Vendor in a timely manner to avoid accumulations of trash.
10. To provide garbage receptacles and remove garbage and receptacles at the cost of the Vendor. This includes picking up litter associated with the permitted activity. No access to rest area dumpsters will be allowed.
11. To only sell food and non-alcoholic beverages that are not offered for sale in the vending machines; no sale or use of alcohol or illegal drugs will be tolerated.

12. A responsible adult 21 years of age must be present and in direct charge of operation at all times.
13. To be fully self-contained, with no cooking or other activities outside the food truck. There will be no access to Rest Area utilities. Operation for each Vendor will be limited to one unit for dispensing food. This unit can be a truck/trailer combination. Other vehicles for transporting employees must be parked in designated parking areas as far as possible from rest rooms. No parking or driving in unpaved areas is allowed.
14. To not advertise or place signs or attachments of any kind in the rest area, on any building trimming or on highway right-of-way.
15. No more than 2 signs may be displayed on or within 10 feet vehicle advertising permitted food preparation services. Maximum size of the signs is 18" x 24".
16. Store all supplies not in immediate use out of sight. No use of any state building for storage will be allowed. Visible supplies must be kept and maintained in an orderly and neat manner.
17. Completely remove all equipment, vehicles, supplies, and material at the end of each shift and leave the site clean.
18. Do not impede the path or block access to rest areas.
19. Provide a contact name and phone number for continuous access in case of emergency.
20. To abide by all State and Federal rules and regulations governing the use of Safety Rest Areas, except as modified by this permit.
21. The Vendor agrees to the temporary nature of this permit and further agrees:
 - The Agency is authorized to temporarily suspend this permit without incurring liability, if Safety Rest Area maintenance and/or facility repair is required within the limits of the permitted location.
 - The Agency retains full authority to revoke this permit without notice as it deems necessary for any public purpose without liability of Agency.
 - This permit will automatically terminate upon expiration of the date(s) and time(s) above, or upon verbal or written notice of revocation to Vendor due to Vendor's breach of any of the terms of this agreement, unless the Vendor takes immediate corrective action(s) to the satisfaction of the Agency
 - This permit is not assignable or transferable, either in whole or in part.
 - The Vendor shall indemnify, defend, save and hold harmless the State of Idaho and the Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney's fees, resulting from, arising out of, or relating to the activities of Vendor or its officers, employees, subcontractors, or agents under this permit.

ITD Requirements

1. ITD will take applications from valid licensed food vendors to operate at specific ITD rest areas.
2. ITD will permit only two vendors concurrently at any rest area.
3. ITD will mark the location for vendors to set up their operation.
4. ITD will not provide any power, water, garbage, or utility service.
5. ITD will rotate permits to various vendors according to demand to allow equal access.

6. Permit will expire in 7 days after the last date below or when the Governor's COVID-19 Disaster Proclamation Order is lifted, whichever comes first.

I certify that I am an authorized representative of the VENDOR/PERMITEE and will follow all the conditions outlined on this form.

Vendor - print name Signature Date

Phone number Email address

Complete permit and email to: ITD District Permit Office

ITD District Signature:	Phone:	Date:
Vendor Signature:	Phone:	Date:
Vendor Contact Name:	Phone:	