

City of Austin



500 Fourth Avenue NE
Austin, Minnesota 55912-3773

Phone: 507-437-9940
www.ci.austin.mn.us

MOVABLE BUSINESS LICENSE

NEW LICENSE REQUIREMENTS

- General Application for License
- *Copy of Minnesota food handler's license (if business sells food)
- List of Proposed Locations & Indemnification Agreement
- Completed Worker's Compensation Compliance Form
- Certificate of Liability Insurance listing the City of Austin as an additional insured
- \$10 application fee
- \$75 annual fee - Pro-rated to \$40 minimum

***State Licensing Contacts for food vendors**

A City of Austin Moveable Food License requires a food handler's license from the Minnesota Department of Health or from the Minnesota Department of Agriculture. See contact information below.

Minnesota Department of Health

Environmental Health Division
Foods, Pools, and Lodging Services
Phone: 651-201-4500
Toll Free: 1-800-383-9808
Email: health.foodlodging@state.mn.us

Website:
<https://www.health.state.mn.us/communities/environment/food/license/index.html>

Minnesota Department of Agriculture

Licensing & Registration Food & Feed Safety
Phone: 651-201-6062
Email: MDA.Licensing@state.mn.us

Starting a Food Business
Phone: 651-201-6081
Email:
MDA.FoodLicensingLiaison@state.mn.us

Website: <https://www.mda.state.mn.us/food-feed/food-licenses>

Food Licensing Wizard:
<https://www2.mda.state.mn.us/webapp/foodlicensingwizard/>

OFFICE USE ONLY

Receipt No. _____

Date: _____

iWorq Entry: _____



City of Austin
General Application for License
City of Austin ♦ 500 4th Avenue NE
Austin, MN 55912
507-437-9940
www.ci.austin.mn.us
Submit to licensing@ci.austin.mn.us

New License ☐

Renewal ☐

Transfer ☐

SECTION A. License Information

License Type: _____

Fee: _____

SECTION B. Applicant Information

Applicant's First Name: _____

Applicant's Middle Name: _____

Applicant's Last Name: _____

Type of Entity: ☐ Individual Owner ☐ LLC ☐ Corporation ☐ Partnership

Business/ Legal Name: _____

Business Phone: _____

Personal Phone: _____

DBA: _____

Email Address: _____

DBA Address: _____

City: _____

State: _____

Zip: _____

Correspondence Mailed To:

☐ Corporate

☐ DBA

SECTION C. Corporations, LLCs and partnerships must complete this section

Corporate Name: _____

Corporate Phone Number: _____

Corporate Address: _____

City: _____

State: _____

Zip: _____

Officer Name: _____

Title: _____

Address: _____

City: _____

State: _____

ZIP: _____

Officer Name: _____

Title: _____

Address: _____

City: _____

State: _____

ZIP: _____

SECTION D. Tax Identification Information

Pursuant to Minnesota Statute 270C.72, the licensing authority is required to provide to the Minnesota Commissioner Revenue your Minnesota business tax identification number and the social security number of each license applicant. Under the Minnesota Government Data Practices Act and the Federal Privacy Act of 1974, we are required to advise you of the following regarding use of this information:

- This information may be used to deny the issuance, renewal or transfer of your license in the event you owe the Minnesota Department of Revenue delinquent taxes, penalties, or interest;
- Upon receiving this information, the City of Austin will supply it only to the Minnesota Department of Revenue. However, under the Federal Exchange Information Agreement, the Department of Revenue may supply this information to the Internal Revenue Service.
- **Failure to supply this information may jeopardize or delay the processing of your license issuance or renewal application.**

Applicant's Name (Last, First, MI):		Social Security Number:	
Home Address:	City:	State:	ZIP:
Business Name:			
Business Address:	City:	State:	ZIP:
Minnesota Business Tax ID Number:	Federal Tax ID Number:		

SECTION E. Certification of Compliance for Minnesota Workers' Compensation

Minnesota Statute Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of MSS Chapter 176. If the required information is not provided or is falsely stated, it shall result in a \$2000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.

Insurance Company Name (not the agent):	Policy Number:
Dates of Coverage: _____ to _____	

OR

I am not required to have workers' compensation liability coverage because:

- ☐ I have no employees
- ☐ I am self-insured (include permit to self-insure)
- ☐ I have no employees who are covered by the workers' compensation law (these include spouse, parents, children, and certain farm employees)

Government Data Practices Act: The data you supply on this form will be used to process the license you are applying for. You are not legally required to provide this data, but we will not be able to process the license without it. Some of the data will be classified as public data if and when the license is granted. Private financial information including tax identification numbers and social security numbers are classified as private data and will be available to governmental personnel and other governmental agencies whose access is necessary to perform their official duties.

I certify that the information provided on this form is accurate and complete. If I am signing on behalf of a business, I certify that I am authorized to sign on behalf of the business.

SIGNATURE_____
POSITION_____
DATE SIGNED

INDEMNITY AGREEMENT

AGREEMENT made this _____ day of _____, _____ by and between the City of Austin, Minnesota herein referred to as “the City “ and _____, herein referred to as “the Licensee”.

WHEREAS, the city council of the City of Austin, Minnesota, has enacted an ordinance regulating and licensing mobile businesses (Austin City Code Section 6.58).

WHEREAS, Austin City Code Section 6.58, Subd. 4 provides that before a movable place of business license is issued by the City, the licensee shall execute and deliver to the City Clerk, on a form prescribed by the City for said purpose, an indemnification agreement holding City harmless for any personal injury or property damage resulting from the operation of said movable place of business.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agrees as follows:

1. Subject to the terms and conditions of this indemnity agreement, licensee shall indemnify and save harmless the City against any and all claims, demands, causes of action, suits or judgments, including reasonable attorney’s fees, costs and expenses incurred in connection with such matters, for death or injuries to persons or for loss of or damage to property arising out of or in connection with the operation and maintenance by licensee or any of their agents, contractors or employees of said movable business within the public right of ways of the City, (the “indemnified claims”).

2. Indemnity under this agreement shall commence as of the date of the issuance of the movable license by the City of Austin to licensee.

3. The City agrees to notify licensee in writing within thirty (30) days of the receipt by the City of notice of any indemnified claim.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

LICENSEE

CITY OF AUSTIN, MINNESOTA,
A MUNICIPAL CORPORATION

By:_____

Its: Mayor

By:_____

Its: City Clerk

[illegible]