



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
Division of Highways

Table with 2 columns and 5 rows: Rest Area #, Date Rcvd., Time, Complete?, Permit#. Includes a 'DOH Only' label at the bottom.

Permit Application to Temporarily Operate a Food Truck at WVDOH Rest Areas and Welcome Centers During State of Emergency Declaration

Food truck operator requesting permit _____ (PERMITTEE)

Rest area for activity _____ (i.e., I-77 NB, Mineral Wells; or Mile Post)

Start date _____ (valid only during Declaration of Emergency)

Days and Hours of activity _____

I understand that this food service activity is subject to the following terms and conditions, and failure to abide by these conditions may cause the permit to be immediately revoked upon verbal notification by the West Virginia Department of Highways (WV DOH).

As the PERMITTEE I shall agree:

- 1. To operate a food truck only at the location assigned by the WV DOH and to setup operation within 24 hours from the time a permit is approved. Failure to setup operation within 24 hours may result in permanent revocation of permit.
2. To not offer for sale any items that are found in rest area snack machines (chips, soda, water, etc.).
3. To conduct activities in a safe and professional manner, and to comply with all Department conditions for the safety of the Safety Rest Area and the traveling public.
4. Provide six-foot spacing marks to encourage social distancing.
5. To comply with Covid-19 Guidance provided by the FDA, CDC, WV DHHR, and County Health Department:
a. https://www.fda.gov/emergency-preparedness-and-response/coronavirus-disease-2019-covid-19/covid-19-related-guidance-documents-industry-fda-staff-and-other-stakeholders
b. https://www.cdc.gov/
c. https://dhhr.wv.gov/COVID-19/Pages/default.aspx
6. To have a valid food permit from the applicable local County Health Department to serve food. (Attach copy to application).
7. To be registered with the WV Secretary of State and be a business in good standing with that office.
8. To have valid business and vehicle insurance. (Attach copy to application).
9. To only serve/sell food and non-alcoholic beverages. No other goods, commodities, or services may be sold.
10. To not sell any items similar to or available in vending machines. To clarify, a Coke is a Coke. It doesn't matter if it is in a can or fountain cup. A beverage not available at the vending area could be sold.

11. To not advertise in the rest area or on the highway right-of-way. This includes use of any signs or message boards.
12. That Vendor can advertise location by applicable means. (using phone apps and such)
13. To provide garbage receptacles and remove garbage and receptacles at the cost of the **PERMITTEE**. This includes picking up litter associated with this activity.
14. To refrain from all aggressive or intimidating behavior, or any interference with freedom of movement of Safety Rest Area patrons or traffic, or any interference with the duties of WVDOH personnel.
15. The food truck is to be parked at least 100' from the parking stall closest to the Rest Area, or as directed by the District Engineer or his designee.
16. To conduct activity only during the date and time specified on the permit.
17. To maintain a signed copy of this permit and the county food permit in his/her possession when conducting the permitted activity.
18. To have no children accompanying or assisting, to have no pets on site, and a maximum of three employees on site, each must have a current Food Handler's Card.
19. To not use sound or voice amplification equipment.
20. To abide by all State and Federal rules and regulations governing the use of Safety Rest Areas.
21. To abide by WV Attorney General's anti-price gouging laws:
<https://ago.wv.gov/consumerprotection/Pages/Price-Gouging-Laws.aspx>
22. To report any positive COVID-19 test by any business employee immediately to local DHHR and cease operations immediately.
23. To display a copy of the approved permit first page in a conspicuous manner.

Additional Information:

- The Department has the authority to temporarily or permanently suspend this permit without incurring liability, if Safety Rest Area maintenance and/or construction is required within the limits of the assigned location.
- The Department has the authority to revoke this permit without notice, for any reason, as it deems necessary or if the **PERMITTEE** fails to comply with all conditions of this permit, or for any public purpose, without liability to the Department. This permit will automatically terminate upon expiration of the date(s) and time(s) above, or upon verbal or written notice of revocation, unless the **PERMITTEE** takes immediate corrective action(s) should **PERMITTEE** violate permit conditions. The Department has no obligation to offer a **PERMITTEE** the opportunity to correct any violations before revocation.
- This permit is not assignable or transferable, either in whole or in part.
- The **PERMITTEE**, on behalf of itself and its agents, agrees to protect the state of West Virginia, its officers and employees and save them harmless from all claims, action or damages of every kind and description which may accrue to or be suffered by any person, persons, or property by reason of the acts or omissions of the Permittee or its agents, in use or occupancy of the right of way or in the exercise of this permit. In case any suit or action is brought against the State of West Virginia, its officers and/or employees, arising out of or by reason of any of the above causes, the Permittee and its agents will, upon notice of such action, defend the same at their sole cost and expense and satisfy any judgment against the State of West Virginia, its officers, or employees; PROVIDED, that if the claims or damages are caused by or result from the concurrent negligence of (a) the State of West Virginia or its officers and/or employees and (b) the **PERMITTEE** or its agents, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the **PERMITTEE** or its agents.

- The **PERMITTEE**, on behalf of itself and its agents, agrees to waive any claims for losses, injury to persons and or property, expenses, damages or lost revenues incurred by it or its agents in connection with Permittee, or its agents in the use or occupancy of the right of way or in the exercise of this permit against the State of West Virginia, its officers or employees.
- This permit is not valid unless page one is stamped and signed.
- Permits will be approved on first come first serve basis for a requested rest area. No more than two (2) trucks will be permitted per location. Applications must be complete. An Alternate list will be kept by District Engineer to replace a vendor if one of the first two awarded permits wishes to discontinue service or service must be terminated for noncompliance.
- District personnel will monitor the site for compliance and have the authority to immediately close the activity with the approval of the District Engineer/Manager.
- Applicant may apply for multiple rest areas using separate applications for each site.
- Maximum of two food trucks per rest area, no trailers.
- Vendor Operation must be fully independent (no water, electricity hookups, etc).
- Federal rules that typically prohibit any commerce at interstate rest areas (except vending services that benefit blind citizens) have been suspended; Blind Vendors may be granted a 3rd permit if they are not in the first two permits issued.

_____	_____	_____	
Applicant - Print name	Signature	Date	
_____	_____	_____	_____
Street Address	City	State	Zip Code
_____	_____		
Phone number	email address		

Complete application and email application put "P-RAFTED APPLICATION" in subject line.

to: District Engineer (see attached)
 cc: Charles.L.Anderson@wv.gov

District	Counties	District Engineer Email
1	Boone, Clay, Mason, Kanawha, Putnam	Travis.W.Knighton@wv.gov
2	Cabell, Lincoln, Logan, Mingo, Wayne	Raymond.S.Eplin@wv.gov
3	Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt, Wood	Justin.B.Smith@wv.gov
4	Doddridge, Harrison, Marion, Monongalia, Preston, Taylor	J.Darby.Clayton@wv.gov
5	Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, Morgan	Lee.J.Thorne@wv.gov
6	Brooke, Hancock, Ohio, Marshall, Tyler, Wetzel	Tony.E.Clark@wv.gov
7	Barbour, Braxton, Gilmer, Lewis, Upshur, Webster	Brian.K.Cooper@wv.gov
8	Pendleton, Pocahontas, Randolph, Tucker	James.A.Rossi@wv.gov
9	Fayette, Greenbrier, Monroe, Nicholas, Summers	Steven.B.Cole@wv.gov
10	McDowell, Mercer, Raleigh, Wyoming	Joseph.M.Pack@wv.gov