



Department of Parks, Recreation, and Facilities

NONPROFIT FOOD SERVICE EVENT PERMIT APPLICATION

I. POLICY STATEMENT

Many private organizations that meet nonprofit status as determined by the IRS hold fundraising and social events that are open to the public, benefiting the organization and the community. The City of Marietta recognizes this; therefore, the City's purpose is to facilitate the operation of nonprofit food sales and food service* at events sponsored by organizations through the issuance of permits.

** 'Nonprofit food sales and food service' means the temporary sale or service of food items by an organization at an event sponsored by a county, municipality, organization, OR the temporary sale of food items by an organization if such sale is sponsored by a religious, charitable, or nonprofit corporation, including but not limited to churches, schools, clubs, lodges, or other such organizations.*

II. INSTRUCTIONS

- A. Pursuant to Article 14 under O.C.G.A §26-2-391, a county or municipality shall be authorized to issue permits for the operation of nonprofit food sales and food service at events sponsored by the county, municipality, or an organization. The event must be held on property belonging to the sponsoring county, municipality, or organization or on the property of a party that has provided consent for use of such property for such event.
- B. A permit shall be valid for:
 1. A period of up to 120 consecutive hours and another permit shall not be issued to the organization holding such permit until five days have elapsed from the date of the expiration of the permit; OR
 2. A continuous period of up to 12 weeks between May 15 and August 15 and four additional weeks during the calendar year, which may be composed of nonconsecutive periods, coinciding with holidays during which local school systems are not in session, provided that all food items are provided free of charge and the organization does not receive funding from the United States Department of Agriculture to operate a food program.
- C. The Parks, Recreation and Facilities Department **must receive the application sixty (60) days prior to event date if Cobb & Douglas Public Health inspection is requested OR thirty (30) days prior to event date if self-inspecting.**
- D. Please complete all sections of the application in its entirety. Indicate N/A on any questions that are not applicable to your event. Incomplete applications will not be accepted and returned to the applicant.
- E. There is not a processing fee associated with this application or permit.
- F. Mail or deliver completed application:

City of Marietta
Parks, Recreation, and Facilities Department
Special Events Coordinator
205 Lawrence Street
P.O. Box 609
Marietta, GA 30061

III. RELEASE AND INDEMNITY

Each applicant must execute the attached release and indemnity agreement. Applicants must demonstrate that they are either personally or organizationally responsible for liability; will guarantee orderly behavior and will underwrite any damage due to their use of the premises. Liability is assumed by the applicant in regard to any personal or property damage arising out of activities of the applicant. It is the responsibility of the applicant to read the application form completely and understand fully his/her responsibility.

IV. FOOD SERVICE INSPECTION GUIDELINES

In accordance with Article 14 under O.C.G.A §26-2-391, serving or selling food items as part of an event must be approved. As part of the application, indicate which type of inspection you will require at your event:

A. SELF-INSPECTION

1. If this option is chosen, you as the event organizer will be responsible for ensuring that all participating food vendors have conducted a self-inspection using the Self-Inspection Checklist (*this document is included in this packet*).
2. The inspections must occur prior to the start time of your event.
3. All food vendors must meet all requirements of the Self-Inspection Checklist to participate in the event.
4. The person who completes the self-inspection must sign the Self-Inspection Checklist prior to the Self-Inspection Checklist being posted.
5. Each food vendor must visibly display the completed and signed Self-Inspection Checklist in their booth.
6. As the event organizer, you will be responsible for inspecting each booth to ensure that a self-inspection has been conducted.
7. **There is no additional fee if you are self-inspecting.**
8. Support for self-inspections can be found at:
www.cobbanddouglaspublichealth.com/environmental-health/food-services/food-service-applications-information/
9. An approved Special Event Application and compliance with the inspection requirement as listed above will allow for the serving and selling of food items as part of your permitted event.

B. COBB & DOUGLAS PUBLIC HEALTH INSPECTION

- a. If this option is chosen, a Temporary Food Event Organizer Application (*this document is included in this packet*) must be submitted by the event organizer with this Special Event Application to the City of Marietta.
- b. An approved Special Event Application and inspection by Cobb & Douglas Public Health will allow for the serving and selling of food items as part of your permitted event.

C. WHAT YOU CAN EXPECT FROM THE COBB & DOUGLAS PUBLIC HEALTH INSPECTION:

- a. The City of Marietta will send your Temporary Food Event Organizer Application to Cobb & Douglas Public Health on your behalf.
- b. Cobb & Douglas Public Health will require you to submit a Nonprofit Sponsored Temporary Food Vendor Information Report for each vendor with a \$60.00 per vendor inspection fee three weeks prior to your event date. **The Nonprofit Sponsored Temporary Food Vendor Information Report (*this document is included in this packet*) for each vendor with \$60.00 per vendor inspection fee will be sent directly to Cobb & Douglas Public Health, NOT to the City of Marietta.**
- c. You as the event organizer will be responsible for ensuring that all participating food vendors have met all requirements and the completed inspection form by Cobb & Douglas Public Health is visibly posted inside of each food vendor booth.

APPLICANT INFORMATION

Name of Organization:	
Address:	
Phone Number:	
Fax Number:	
Email Address and Website:	
Organization EIN: <i>* Attach copy of IRS nonprofit determination letter or certificate</i>	
Name of Applicant: <i>*Person responsible and on-site day of the event</i>	
Address:	
Phone Number: <i>*Event on-site number</i>	
Email Address:	
Professional Event Organizer:	<i>*List any professional event organizer, promoter, or fund-raiser hired by you that is authorized to work on your behalf to plan, produce and/or manage your event.</i>
Address:	
Phone Number:	

EVENT INFORMATION

Name of Event:	
Event Date and Times:	Event Date(s) _____ Time (start/end) _____
Description of the Event:	
Location of Event:	
Event Attendance:	Projected attendance: _____ Previous year's attendance (if applicable): _____
Is this a rain or shine event?	<input type="checkbox"/> Yes <input type="checkbox"/> No If no, list the rain date(s) and start/end time:
Which inspection process will you follow?	<input type="checkbox"/> Self-inspection <input type="checkbox"/> Cobb & Douglas Public Health <i>*Please follow the guidelines in this packet to meet the requirements of the inspection processes.</i>

FOR PARKS AND RECREATION USE ONLY

Date Received _____ Received By _____

SE Review _____ DH Review _____

Approved _____ Date _____ Denied _____

Reason: _____

***APPROVAL OF THIS PERMIT MAY BE WITHDRAWN AT ANY TIME TO COMPLY WITH THE HEALTH DEPARTMENT OR LOCAL CITY REQUIREMENTS RELATED TO COVID-19.**

CITY OF MARIETTA
RELEASE AND INDEMNITY AGREEMENT

In consideration of participation in said special event the undersigned organization/individual hereby agrees and warrants that they shall release, defend, indemnify and save harmless the City of Marietta, its officers, directors, employees and any other person, firm or corporation charged or chargeable with responsibility or liability, their heirs, administrators, executors, successors and assigns and agents from any and all costs, expenses, restrictions, claims, demands, suits, actions, proceedings, damages, liabilities, deficiencies, judgments, levies, costs or expenses, including, but not limited to, attorney's fees and expenses of any kind and nature, including, but not by way of limitation, any claim for damages to property or injuries to or death of any person or persons relating to or arising from the special event or related activities, regardless of whether arising from the negligence or wrongful acts, errors or omissions of the City of Marietta. The undersigned further acknowledges that this special event is being offered through the Parks & Recreation Department of the City of Marietta.

Without limiting the generality of the foregoing, the undersigned organization/individual agrees that they shall reimburse the City of Marietta for legal fees and other costs incurred in the City of Marietta's defense of such claims of litigation. The City of Marietta shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement.

This release extends and applies to, and also covers and includes, all unknown, unforeseen, unanticipated and unsuspected injuries, damages, loss and liability, and the consequences thereof, as well as those now disclosed and known to exist. The provisions of any state, federal, local or territorial law or statute providing in substance that releases shall not extend to claims, demands, injuries or damages which are unknown or unsuspected to exist at the time, to the person executing such release, are hereby expressly waived.

The undersigned organization/individual acknowledges that the agreement hereby releases and discharges the City of Marietta, its officers, directors, employees and agents, of any and all claims, relating to any bodily and personal injuries or damages to property and the consequences thereof resulting from their participation in the said special event. I do hereby covenant with the City of Marietta that I, my heirs, executors, assigns and transferees will never at any future time sue the City of Marietta for or on account of any claim for damages arising out of my participation in the said special event whether such claims arise by negligence of the City of Marietta, its employees or agents, or by the negligence of any other participant.

It is further agreed and understood that said participation in the special event is not to be construed as an admission of liability and acceptance of assumption of responsibility by the City of Marietta, its officers and members.

This is the _____ day of _____, 20 _____

NAME OF ORGANIZATION /INDIVIDUAL:

INDIVIDUAL RESPONSIBILITY _____ (Signature)

**COBB &
DOUGLAS PUBLIC
HEALTH FORMS**

Self-Inspection Checklist for Temporary Food Facilities (Nonprofit Sponsored)

PRE-OPENING REQUIREMENTS: COMPLETE BEFORE BEGINNING FOOD PREPARATION / DISTRIBUTION

POTABLE WATER

- Approved supply of potable water provided
 - Commercially purchased bottled water or municipal water

LIQUID WASTE/OIL DISPOSAL

- Booth operator has identified an approved location for disposal of liquid waste and oil

FOOD BOOTH STRUCTURE AND OPERATIONS

- Soundly constructed with overhead protection and large enough to accommodate all food and equipment (no food preparation is allowed outside of booth)
- Hand wash station is set-up with at least running water and disposable towels [Recommend liquid soap]
- Utensil wash station** is set-up and ready-to-use inside booth consisting of 3 containers large enough to hold largest piece of equipment or utensil
 - Soapy water in 1st container
 - Clean water in 2nd container
 - Sanitizing solution in 3rd container (i.e. / 1 tablespoon of bleach for each gallon of water)

NOTE: An exception to utensil wash station being required would be to provide enough utensils to swap out at frequent intervals during operation. (At least every 4 hours)

- All equipment and utensils approved for use
 - Made of safe material and easy-to-clean
 - No galvanized utensils/containers in contact with acidic foods
 - All utensils and cooking equipment are off the floor and inside facility (except grills and deep fat fryers)
- Live animals not allowed in booth or cooking areas
- Sanitizing solution for wiping cloths provided (For example, use 1 tablespoon of unscented bleach for each gallon of water for a concentration of 50-100 PPM chlorine)

FOOD PREPARATION AND HANDLING

- Food from an approved source – no foods stored or prepared in a private home
- No open food stored or displayed at service counters

- Neither of the following foods prepared without an approved Hazard Control Plan:** Cream-filled pastries, custards, salads containing meat, poultry, eggs or fish
- All open food stored inside facility and off the floor
- Calibrated probe-type metal thermometer provided for monitoring internal temperatures of foods requiring time and temperature controlled for safety
- Food temperature control:
Enough equipment provided to hold ALL
 - Cold foods at or below 41°F
 - Hot foods at or above 135°F
- Required minimum cooking temperatures monitored. (pork 145°F, fish 145°F, ground meat 155°F, poultry/stuffed foods/reheat 165°F)
- Utensils or disposable gloves provided to *minimize* hand/food contact

EMPLOYEE HABITS

- Employees keep hands clean and wash hands frequently
- Employees have no open sores or communicable disease(s)
- All food handlers are wearing clean clothing and hair is restrained, if needed
- No smoking allowed in food facility or grill/deep-fat fryer area

POSTINGS

- Self-inspection checklist visibly posted inside booth**

SIGNATURE OF BOOTH OPERATOR COMPLETING CHECKLIST:

DATE:

Checklist provided by the Center for Environmental Health, Cobb & Douglas Public Health to assist with food safety compliance

CobbandDouglasPublicHealth.org



Georgia Department of Public Health Temporary Food Event Organizer Application



Organizer's Name: _____ Organizer's Phone: _____

Organizer's Address: _____
Please include suite # Street Name and # Suite City State Zip Code

Organizer's E-mail Address: _____

Property Owner's Name: _____ Property Owner's Phone: _____

Onsite Coordinator's Name (if different from Organizer): _____ Onsite Coordinator's Phone (if different from Organizer): _____

Event Name: _____

Event Address: _____
Please include suite # Street Name and # Suite City Zip Code

Set Up Date: _____ Set Up Time: _____

Event Begin Date: _____ Event Begin Time: _____

Event End Date: _____ Event End Time: _____

Number of food service vendors expected: _____

Expected number of patrons (total): _____ Expected average of patrons per day: _____

If event is longer than one (1) day, please provide your operating schedule

It will be the organizer's and / or property owner's responsibility to ensure that only vendors permitted by this department shall participate in the event.

Any unauthorized or unpermitted vendor found participating in an event shall be charged with a violation of this rule, and ordered by the organizer or property owner to leave the event premises.

WATER SUPPLY

1. What will be the source of approved potable water? (Check all that apply)

- Public water system Drilled well that meets EPD Drinking Water Standards (attach test results)
- Vendor is completely responsible for their own water supplies Bulk commercial supply (bottled) Onsite water faucet
- Onsite direct water connection (trailer inlet) Other: _____

2. Source of bottled water (both individual bottle and bulk supply)? _____

TOILET FACILITIES: If adequate permanent bathroom facilities are not provided, it is the responsibility of the event organizer to ensure that a sufficient number of portable sanitation units are available on-site to prevent a prohibited discharge of sewage or cause a public health nuisance. Event organizers and property owners are also responsible for ensuring that all portable sanitation units are serviced at least once during every seven days, or more frequently if usage requires. Review the brochure entitled *Portable Sanitation: Information for Event Organizer and Construction Site Owners*, pages 6 – 7 of the application document, for requirements.

1. What will be used for toilet facilities at the event? (Check all that apply)

- Central supplied facilities Portable toilets

2. Will alcoholic beverages be served?

- Yes No **REMINDER: If Yes, the number of portable toilet facilities required must be increased by 25% of the base number.**

3. Will general public handwashing facilities with soap and running water be available after toilet use? (Highly recommended to reduce public health risks of disease outbreaks.)

- Yes No

WASTE DISPOSAL (Solid and Liquid)

1. What type of container(s) will be used for solid waste disposal at the event?

2. How will you dispose of liquid waste? (e.g. grease from fryers, catch basins / water waste tanks from food vendors, portable toilet pump outs, etc.)

3. How often will the solid and liquid wastes be removed and by whom?

GENERAL SITE PLAN: In the space below, or on a separate page, please provide a generalized site plan depicting the locations of the food vendors, toilet facilities, general public handwashing facilities (if provided), solid and liquid waste containers, animal enclosures, walkways, roads through the event, etc. and approximate distances. Please indicate if the pathways / roadways through and around the event are paved or unpaved.

A large, empty rectangular box with a thin black border, occupying the central portion of the page. It is intended for the user to draw a generalized site plan for an event, showing the locations of various facilities and pathways.

STATEMENT: I hereby certify that the above information and any attached forms and documents are correct, and I fully understand that in accordance with DPH Rule 511-61-1.08(2)(a)4(i) through (iii), and DPH Chapter 511-3-6, I am responsible for the following:

- a. At least 30 days prior to the event / celebration, I will provide to the Local Health Authority a list of food vendors who will be allowed in the temporary event / celebration; and
- b. To ensure that only vendors permitted by the Local Health Authority are allowed to participate in the temporary event / celebration; and
- c. To require any unauthorized or unpermitted food vendor found participating in the event to immediately leave the event premises; and
- d. To ensure a sufficient number of portable sanitation units are available onsite (if central toilet units are not available or not sufficient) to prevent a prohibited discharge of sewage or cause a public health nuisance; and
- e. To ensure all portable sanitation units are serviced at least once every seven days, or more frequently, if usage requires.

Additionally, I understand that non-compliance with the requirements listed above are considered to be violations of DPH Chapter 511-6-1 and DPH Chapter 511-3-6, and I may be subject to legal action as deemed necessary by the Local Health Authority.

Organizer's Signature: _____

Date: _____

NOTE: Pages 6-7 of the Temporary Food Event Organizer Application are for reference only and are not included in this packet. To view these pages, please visit <https://www.cobbanddouglaspublichealth.com/environmental-health/food-services/food-service-applications-information/>



Nonprofit Sponsored Temporary Food Vendor Information Record

Health department inspections of nonprofit/municipality/county sponsored temporary food events operating 120 hours or less are conducted at the request of the municipality/county government of jurisdiction. Please complete this record to the best of your ability to assist with proper assessment.

Inspection fee: \$60 per food vendor

Date _____ DHD # _____

Event Name:				Event Location:		
Event Organizer:				Organizer Phone #:		
Date(s) of Operation:			Daily Hours of Operation:			
Booth Name:						
Person in charge of booth:				Phone #:		
E-mail of person in charge:						
Representative / Agent:				Phone #:		
Representative / Agent Address:						
Include suite #	Street # and Name	Suite	City	State	Zip Code	
E-mail of Representative / Agent:						

The undersigned hereby agrees to comply with the requirements to operate a Nonprofit Temporary Food Service pursuant to the O.C.G.A. 26-2-391.

Vendor Signature

Date

Item #	** List All Foods / Beverages and Ingredients	Where Purchased	Onsite Prep Yes / No If NO, where?	Thawing	Holding Temps (Cold / Hot)	Cooking Temps	Reheating Temps

**** Due to the increased risk of food borne illness, the preparation of the following is prohibited unless an established hazard control program has been implemented per O.C.G.A. 26-2-391: (1) pastries filled with cream or synthetic cream; (2) custards; (3) salads containing meat, poultry, eggs, or fish; (4) Products similar to products stated in #1 and #2. **Attach Hazard Control Program documentation for review if planning to serve one or more of these items.**

1. How will foodhandler's hands be washed? (i.e.) a hand sink or large container with a spigot for holding water with a catch bucket below
2. How will food be protected from contamination by hands?
3. What type container will be used for solid waste disposal in the food facility?
4. How will liquid waste / grease be disposed of?
5. How will food be protected from flies and other environmental contamination? (e.g. use of screened tent)