

**DOCUMENTS REQUIRED FOR
DIRECT SELLER/TRANSIENT MERCHANT/SOLICITOR**

**APPLICATION WILL NOT BE ACCEPTED UNTIL ALL DOCUMENTS LISTED BELOW ARE SUBMITTED
TO CLERK'S OFFICE & FEE IS PAID**

1. Completed application form (attached).
2. Application fee as applicable: **\$350 Direct Seller / \$100 Solicitor**
3. Valid form of government-issued identification bearing the applicant's photograph.
4. State Certificate of examination from the sealer of weights and measures, if applicable.
5. State/Brown County health officer's certificate, if applicable.
6. Hold Harmless agreement signed (attached).

Direct Seller:

7. Certificate of Insurance of \$1,000,000 insuring the individual Direct Seller and/or their company and naming the Village of Ashwaubenon as an additional insured.
Certificate of Insurance must state that the Village of Ashwaubenon is an Additional Insured.
8. Proof of permission from the property owner for Direct Seller to operate.

Solicitor:

9. 1-1/2" x 1-1/2" photo or photo can be taken at the Village Clerk office. A **new photo is required** for each year a permit is issued to Solicitor.

**ALL REQUIRED DOCUMENTS MUST BE SUBMITTED TO THE VILLAGE CLERK'S OFFICE AT LEAST
SIX (6) WORKING DAYS PRIOR TO THE PERMIT BEING ISSUED -- NO EXCEPTIONS.**

- PLEASE COMPLETE FOLLOWING APPLICATION -

Please present the following to the clerk for examination:

1. Copy of driver's license or some other proof of identity.
2. State of Wisconsin Seller's Permit, if applicable.
3. State Certificate of Examination and Approval from the Sealer of Weights and Measurers where your business requires use of weighing and measuring devices approved by state authorities.
4. Brown County Health Department Certificate where your business involves the handling of food or clothing and is required to be certified under state law; such certificate to state that applicant is apparently free from any contagious or infectious disease, dated not more than 90 days prior to the date of application.

I, _____, state that I have read the foregoing answers, and the same are true to the best of my knowledge. I understand that any direct sales or soliciting activity is limited to the time, date, location and inventory representations on this application and all provisions of Ashwaubenon Municipal Code, Chapter 6. Article IV. I hereby designate the Village Clerk for the Village of Ashwaubenon as my agent for the purposes of accepting service of process in any civil action arising out of/or in conjunction with the use of this license, in the event I cannot, after reasonable effort, be served personally.

Signature of Applicant

Date

[] Approved _____ [] Denied – Reason: _____
Public Safety Director

Applications will not be processed until all required documents are filed in the Clerk's Office and fee is paid.

MUNICIPAL CODE SECTION 6-59(b) requires payment of all amounts owed to the village before a license can be issued. Every applicant must disclose on his or her application for any license with the Village of Ashwaubenon all amount owed to the Village. Any applicant failing to disclose said debt can be denied.

I hereby certify that I do not have any outstanding debts owing the Village of Ashwaubenon.

Signature of Applicant

Return to:
Village Clerk's Office
Village of Ashwaubenon
2155 Holmgren Way
Green Bay, WI 54304

OFFICE USE ONLY

OK per Building Inspection (please initial): _____ **N/A per Building Inspection** (please initial): _____

No outstanding debt per Treasurer (please initial): _____

**HOLD HARMLESS AND INDEMNIFICATION AGREEMENT BETWEEN
THE VILLAGE OF ASHWAUBENON AND _____**

I, _____, shall save and hold harmless the Village, its officers, employees, and agents from and against any and all liability, damage, loss, claims, demands, and actions of any nature whatsoever which arise out of or are connected with or are claimed to arise out of or be connected with any action, omission, or operation of myself or my agents, servants, subcontractors, or employees which arise out of or are connected with or are claimed to arise out of or to be connected with any act or occurrence which happens or is alleged to have happened in or about a place where I am operating or acting under this permit or undertaking activities related to responsibilities under this permit. This hold harmless agreement includes, without limitation, the applicability of the foregoing: All liability, damages, losses, claims, demands, and actions on account of personal injury, death, or property loss of the Village or myself, my officers, my employees, my agents, my subcontractors, or frequenters, or to any other person or legal entity, whether based upon or claimed to be based upon a contract toward or having its basis in workers compensation under federal or state statutes or having any other code or statutory basis or based upon administrative loss or other provisions or other liability or any other persons or entities, whether or not caused or claimed to have been caused by the negligence or other breach of duty by the Village, their officers, employees, agents, subcontractors, or frequenters, or any other person or legal entity. Without limiting the applicability of the foregoing, the liability, damage, loss, claims, demands, and actions indemnified shall include all liability, damage, loss, claims, demands, and actions for unfair competition or infringement of any so-called intangible property right, for defamations, false imprisonment, malicious prosecution, action sounding in environmental or pollution law, including, without limitation by specification, actions brought under Federal Super Fund Relief Act, or any other infringement of personal or property rights of any kind whatsoever.

I, _____, agree to maintain and keep in force workers compensations and employee's liability insurance to the extent, if any, that workers compensation and employee's liability insurance is not covered by any comprehensive general liability policy.

Dated: _____
_____ *Direct Seller/Transient Merchant/Solicitor*