

**DOCUMENTS REQUIRED FOR
CHARITABLE ORGANIZATIONS
DIRECT SELLERS PERMIT**

1. Application form (attached).
2. Certificate of Insurance of \$1,000,000 insuring the individual transient merchant 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).
3. Valid form of government issued identification bearing the applicant's photograph.
4. Hold Harmless agreement signed by the itinerant merchant/direct seller (attached).
5. Proof of permission from the property owner.
6. State Certificate of examination from the sealer of weights and measures (if applicable).
7. State health officer's certificate (if applicable).

ALL REQUIRED DOCUMENTS MUST BE SUBMITTED TO THE VILLAGE CLERK'S OFFICE SIX WORKING DAYS BEFORE THE PERMIT WILL BE ISSUED. THERE ARE NO EXCEPTIONS.

PLEASE SEE APPLICATION BELOW

**VILLAGE OF ASHWAUBENON
DIRECT SALES APPLICATION
FOR CHARITABLE ORGANIZATIONS**

Fee: None

Organization Name: _____

Organization Address: _____

Phone: _____ Non-Profit Status Number: _____

Contact Person's Name: _____

Contact Person's Address: _____

Cell Phone: _____ Work Phone: _____ Home Phone: _____

Address of property where sale will occur: _____

Description of merchandise and any service offered: _____

Description of how merchandise will be displayed: _____

Dates and times of sale: _____

Property owner authorization is require by signature below.

Signature of property owner

Signature of contact person

**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/Itinerant Merchant