

**DOCUMENTS REQUIRED FOR
DIRECT SELLER/ITINERANT MERCHANT**

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

1. Application form. (Attached)
2. \$350.00 application fee
3. 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.)
4. Valid form of government issued identification bearing the applicant's photograph.
5. Hold Harmless agreement signed by the itinerant merchant/direct seller. (Attached)
6. Proof of permission from the property owner.
7. State Certificate of examination from the sealer of weights and measures. (If applicable).
8. State/County health 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 SELLERS/TRANSIENT MERCHANT'S APPLICATION

Fee: \$350.00

Name: _____
Last First Middle Name

Permanent Home Address: _____
Number Street

City State Zip Code Phone: _____

Birthdate: _____ Height _____ Weight _____ Hair Color _____ Eye Color _____

Social Security Number: _____ Seller's Permit Number: _____

Name & address of the person, firm, association or corporation that you represent, or your employer, or whose merchandise is being sold: _____

Phone: _____

Temporary address from which business will be conducted: _____

Phone: _____

Nature of business: _____

Provide detailed description of merchandise and any services offered: _____

Describe how merchandise will be displayed for sale, (in tent; on cart; on table, etc): _____

When will business be conducted? Provide dates: From _____ To _____

Proposed method of delivery: _____

Motor vehicle to be used in the conduct of your business:

License Number Make Model Year

Name of three cities, villages or towns in which you last conducted business: _____

Place you can be contacted for seven days after leaving village: _____

Have you ever been convicted of any crime or ordinance violation related to your transient merchant business within the last five years? _____ If answer is yes, state date, place and offense: _____

PLEASE CONTINUE ON NEXT PAGE

Please present to the clerk for examination the following:

1. Copy of driver's license or some other proof of identity.
2. 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.
3. 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 activity is limited to the time, date, location and inventory representations on this application and all provisions of Section 12.05 Ashwaubenon Municipal Code. 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 _____
Public Safety Director

Your application cannot be processed until all required documents are filed in the Clerk's Office and the fee is paid.

MUNICIPAL CODE SECTION 12.12(2)(b) requires that every applicant must disclose on his or her application for any license with the Village of Ashwaubenon any and all amounts of money owed to the Village by him or her or by the previous owner of the premises to be licensed. Any applicant failing to disclose such debts will have his license revoked.

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) _____ **Not applicable per Building Inspection:** (please initial) _____

No outstanding debts 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/Itinerant Merchant