



Village of
Ashwaubenon

2155 Holmgren Way • Ashwaubenon, WI 54304
P: 920.492.2302 F: 920.492.2328
www.ashwaubenon.gov

Mobile Food Establishment- Documents Required For Conducting Business (Annual license term July 1st through June 30th)

PAID APPLICATION FEE AND ALL REQUIRED DOCUMENTS LISTED BELOW (1-9) MUST BE SUBMITTED TO THE CLERK'S OFFICE AT LEAST FOURTEEN (14) BUSINESS DAYS PRIOR TO THE PERMIT BEING ISSUED.

1. Completed application form (attached).
2. Application fee as applicable: \$350/\$200 (Existing Village of Ashwaubenon Food Based Business).
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. Brown County Health Department Certification. (*More information available here: <https://bit.ly/bclicensing>*)
6. Hold Harmless Agreement (attached).
7. Certificate of Insurance of \$1,000,000 insuring the individual Mobile Food Establishment vendor 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 added by endorsement as an Additional Insured.**
8. Proof of EXEMPT status if Charitable/Exempt Mobile Food Establishment under Wis. Stats. Ch. 440.42.
9. Copy of State of Wisconsin Sellers Permit.

Written proof of permission from each property owner allowing the Mobile Food Establishment to operate/conduct business from the property owner's location or from a food serving establishment who shall waive the 300' rule from any portion of the building or structure shall be kept in the mobile food unit at all times.

-- PLEASE COMPLETE FOLLOWING APPLICATION --



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Mobile Food Establishment - Application

Fee

\$350 - Not a Village of Ashwaubenon Food Based Business

\$200 - Existing Village of Ashwaubenon Food Based Business

Applicant Information

Name (Last, First, Middle) Date of Birth

Permanent Home Address (Street, City, State, Zip Code) Phone Number

Height Weight Eye Color Hair Color

WI Driver License Number WI Seller's Permit No

Location/phone # that you can be contacted at up to seven days after leaving/conducting business in the Village of Ashwaubenon Address (Street, City, State, Zip Code) Phone Number

Motor vehicle to be used to conduct business in the Village of Ashwaubenon Vehicle License # Make Model Year

Name of previous communities in which you last conducted a Mobile Food Establishment (If none state 'N/A')

Have you been convicted of any crime or ordinance violation related to Mobile Food Establishment or transient merchant business in the last five years? YES NO If answer is yes; please state date, place and offense below.

Business Information

Person, firm, association, corporation or charitable organization that you, or your employer, represent or who's food or merchandise is being sold

Name(s)

Address (Street, City, State, Zip Code) Phone Number

Provide a detailed description of food and food related merchandise offered

Four horizontal lines for providing a detailed description of food and food related merchandise offered.

Please present the following to the Office of the Village Clerk along with application:

1. Application fee as applicable: \$350/\$200 (Existing Village of Ashwaubenon Food Based Business)
2. Valid form of government-issued identification bearing the applicant’s photo
3. State Certificate of Examination from the Sealer of Weights and Measures, if applicable
4. Brown County Health Department Certificate as your business involves the handling of food 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 the application.
5. Hold Harmless Agreement (signed – attached)
6. Certificate of Insurance of \$1,000,000 insuring the individual Mobile Food Establishment vendor and/or their company and naming the Village of Ashwaubenon as an additional insured. **The Certificate of Insurance must state that the Village of Ashwaubenon as an Additional Insured.**
7. Proof of EXEMPT status if Charitable/Exempt Mobile Food Establishment under Wis. Stats Ch. 440.42 (if applicable)
8. Copy of State of Wisconsin Sellers Permit

Agreement

I, _____, state that I have read the foregoing answers, and the same are true to the best of my knowledge.

Applicant Signature _____ **Date** _____

ASHWAUBENON 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 with the Village of Ashwaubenon all amounts owed to the village. Any applicant failing to disclose said indebtedness can be denied.

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

Applicant Signature _____ **Date** _____



Village Approval

Approved

Denied

If Denied, Reason _____

Chief of Public Safety or Designee Signature _____

No outstanding debt to the Village of Ashwaubenon **YES** **NO**

Village Clerk or Designee Signature _____



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Hold Harmless Agreement

This agreement is 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.

Signature _____

Direct Seller / Transient Merchant / Solicitor / Mobile Food Establishment

Date _____