



**Village of
Ashwaubenon**

2155 Holmgren Way • Ashwaubenon, WI 54304

P: 920.492.2301 F: 920.492.2328

www.ashwaubenon.gov

Fireworks Sellers Application

Fee: \$500.00 (Calendar Year 1/1 - 12/31)

PURSUANT TO SECTION 9-1-4, FIREWORKS, OF THE ASHWAUBENON MUNICIPAL CODE

1. All retailers, before selling or offering to sell those devices other than listed in paragraphs (A)(5)(6)(8)(9)(10)(11)(12)(13) and (14), shall obtain a permit from the Director of Public Safety or his Designee.
2. Application for such permit shall be made annually in writing at least thirty (30) days in advance of the sale or offer to sell, and shall specify:
 - Name and address of the permit holder
 - Date on the after which sales or offers to sell shall be made
 - The kind, quantity, and location of each device to be offered for sale.
3. **PAYMENT OF \$500.00 FEE - MUST BE SUBMITTED WITH APPLICATION**
4. Every permittee shall have and maintain adequate liability insurance with minimum limits of \$1,000,000.00 bodily injury and property damage, combined single limit, naming the village, its officers, employees, and agents as additional insureds. Said insurance shall indemnify and defend the village, its officers, employees and agents against all claims, liability, loss, damages, or expenses, whether caused by or contributed to by the negligence of the village, its officers, employees, or agents. Said insurance shall provided that the village receive written notice 30 days prior to any cancellation, nonrenewal or material change in the policy. **PROOF OF SAID INSURANCE MUST BE SUBMITTED WITH APPLICATION.**
5. **COPY OF WISCONSIN SELLER'S PERMIT - MUST BE SUBMITTED WITH APPLICATION.**
6. No permit granted hereunder shall be transferable.
7. Permit must be displayed along with Village Ordinance Sec. 9-1-4.
8. Permittee shall not employ minors to sell or handle fireworks, except under the immediate on-site supervision of any adult.

ALL REQUIRED DOCUMENTS MUST BE SUBMITTED PRIOR TO THE PERMIT BEING ISSUED

Name of permit holder: _____

Address of permit holder: _____

Phone: _____ WI Seller's Permit No: _____

WI Driver License No: _____ Birthdate: _____

Kind of Fireworks to be sold: _____

Location of sale: _____

Dates and times when sales will be conducted - Provide dates:

From: _____ To: _____

All TENTS must follow the Wisconsin Administrative Code Subchapter XIX - Tents and Air -Supported Structures Comm. 14.51 through to Comm. 14.58

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

Certification:

I, _____, state that I have read the foregoing answers, and the same are true to the best of my knowledge. I understand that any fireworks sale activity is limited to the time, date, location, and inventory representations on this applicaion and all provisions of Ashwaubenon Municipal Code, Chapter 9, Article 1, Section 4, Fireworks.

The applicant will indemnify and hold the Village of Ashwaubenon harmless for any lawsuit or liability which may result in the applicant's sale or possession of fireworks.

Signature of Applicant

Date

MUNICIPAL CODE SECTION 6-1-59(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 amounts 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:
Office of the Village Clerk
Village of Ashwaubenon 2155
Holmgren Way
Ashwaubenon, WI 54304
(920)492-2302

[] Approved _____ [] Denied – Reason: _____
Chief of Public Safety

OFFICE USE ONLY

No outstanding debt per Clerk (please initial): _____





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Village of Ashwaubenon 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: _____

Date: _____