Village of
Ashwaubenon
2155 Holmgren Way • Ashwaubenon, WI 54304
P: 920.492.2301 F: 920.492.2328
www.ashwaubenon.gov

Application for Direct Sellers Permit

(Application will not be processed until all documents are submitted)

1. Application fee: $350.00
2. Completed Application and Hold Harmless Agreement (attached – 3 pages).
3. Valid form of government-issued identification bearing the applicant's photograph.
4. Valid copy of Wisconsin Seller's Permit.
5. State Certificate of Examination and Approval from the Sealer of Weights and Measures, if applicable.
6. State or Brown County Health Department Certificate, if applicable.
7. Certificate of Insurance for $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 show coverage for $1,000,000 over the duration of the event and state, or provide a letter stating that the Village of Ashwaubenon is added by endorsement as an Additional Insured.
8. Proof of permission from the property owner for merchant operation. Site Plan for premises. Merchants must sell from property with appropriate zoning.

ALL REQUIRED DOCUMENTS MUST BE SUBMITTED TO THE OFFICE OF THE CLERK AT LEAST SIX (6) WORKING DAYS PRIOR TO THE PERMIT BEING ISSUED

Name: _____
Last First Middle Name

Permanent Home Address: _____
Number Street

_____ Phone: _____
City State Zip Code

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

WI Driver License No: _____ WI Seller's Permit Number: _____

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

_____ Phone: _____

Temporary address, if applicable, where business will be conducted:

_____ Phone: _____

Nature of business: _____

Provide detailed description of merchandise and any services offered:

_____

Please describe how merchandise will be displayed (in tent, on cart, on table) :

_____

Will tents or other temporary structures be erected? ☐ No ☐ Yes
If yes, contact the Fire Inspector at (920)492-2995 to review details and requirement for a tent permit.

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

If applicable, motor vehicle to be used to conduct business:

License Plate No.: _____ Make: _____ Model: _____ Year: _____

Name of previous three communities 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 business within the last five years? ☐ No ☐ Yes

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 direct sales activity is limited to the time, date, location and inventory representations on this application and all provisions of Ashwaubenon Municipal Code, Chapter 6. Article 2.

_____ _____

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 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:

Office of the Village Clerk
Village of Ashwaubenon
2155 Holmgren Way
Ashwaubenon, WI 54304
Phone: (920)492-2302

[ ] Approved _____ [ ] Denied – Reason: _____

Chief of Public Safety

OFFICE USE ONLY

No outstanding debt per Clerk (please initial): _____

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CLICK HERE TO SAVE DOCUMENT

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** _____

Direct Seller / Transient Merchant / Solicitor / Mobile Food Establishment