

Date _____

Receipt No. _____

City of Plymouth
P.O. Box 107 Plymouth, Wisconsin
Phone 920-893-1271 Fax 920-893-0183

Transient Merchants Registration

Instructions: All information must be completed in full. A driver's license or photo I.D. must be presented and attached to this form. A **\$75.00** fee is due per person at the time of application. Failure to file an application and pay the registration fee prior to engaging in sales activity will result in a fee of **\$150.00** plus any applicable forfeitures. Registration shall be valid through December 31st of the year in which the application is made.

1. First Name: _____ M.I. _____ Last Name: _____

Permanent Address: _____

Telephone Number _____

Temporary Address _____

2. Birthdate _____ Height _____ Weight _____ Hair _____ Eyes _____

3. Name, address and telephone number of person, firm, association, or corporation that is being represented, or are employed by, or whose merchandise is being sold, and if applicant is a corporation, limited liability company, or partnership, list the names of all officers, members or partners (use additional sheet if necessary):

Name _____

Address _____

Phone _____

4. Temporary address and telephone number from which business will be conducted, if any:

5. Nature of business to be conducted and a brief description of the merchandise offered and any services offered:

Proposed method of delivery of merchandise, if applicable:

6. Make, model, vehicle identification number (VIN), and license plate number of any vehicle to be used by applicant in the conduct of business:

Make: _____ **Model** _____

VIN number: _____ **License No.** _____

7. Last cities, villages, towns, not to exceed three (3), where applicant conducted similar business just prior to making this registration:

8. Place where applicant can be contacted for at least seven (7) days after leaving Plymouth, WI:

9. Statement as to whether applicant has been convicted of any crime or ordinance violation related to applicant's transient merchant business within the last five (5) years, the nature of the offence, and the place of conviction:

10. For mobile food vehicles, a valid copy of all necessary licenses, permits of certificates required by the County of Sheboygan, WI, or any subsidiary enforcement agencies of departments thereof, including but not limited to valid proof of registration for the vehicle and driver's licenses for all operators and employees. LIST of attachments:

11. The mobile food vehicle vendor shall furnish and maintain such liability insurance as will protect vendor and the City from all claims for damage to property or bodily injury, including death, which may arise from the operations under the license or in connection therewith. Such insurance shall provide coverage of not less than one million dollars (\$1,000,000.00) per occurrence. The policy shall further provide that it may not be cancelled except upon thirty (30) days written notice served upon the City Clerk-Treasurer. A license issued pursuant to the provisions of this section shall be invalid at any time the insurance coverage is not filed with the City Clerk-Treasurer.

SIGNATURE of Applicant _____ Date _____

FOR OFFICE USE ONLY

Recommendation – Chief of Police _____ Date _____

Bureau of Consumer Protection Agency Verification Date _____

Return signed form to:
City of Plymouth - Clerk's Office, PO Box 107, Plymouth, WI 53073
(920) 893-1271

HOLD HARMLESS/INDEMNIFICATION AGREEMENT

The undersigned mobile food vehicle vendor acknowledges that the City of Plymouth has granted a license permitting the vendor permission to operate a mobile food vehicle within public right-of-way and/or on public property in the City of Plymouth. It is understood that the granting of the license is conditioned upon the mobile food vehicle vendor agreeing to indemnify and hold the City and its officers and employees harmless from any and all claims, suits, or actions for damage or injury that may be occasioned by any activity carried on under the terms of the license.

It is understood and agreed that the undersigned mobile food vehicle vendor shall save the City of Plymouth harmless and indemnify the City for any loss, cost, or damage that may arise out of or in connection with the activity carried on under the terms of the license. Further, the undersigned hereby releases the City, its agents, and employees from any liability whatsoever associated with the activity related to the mobile food vehicle and agrees that the City shall not be liable for any loss, damage, or injury to the person or property of anyone arising out of or resulting from the licensee's use of the City streets, sidewalks, public ways, rights-of-way, and/or public property. Further, the undersigned also agrees to pay all reasonable expenses and attorney's fees incurred by the City if the undersigned shall default under the provisions of this agreement.

Dated this _____ day of _____, 20____.

SIGNATURE(S)*

BY: _____

BY: _____

Print Name:

Print Name:

*If this is for a corporation, this form must be signed by the president and an officer of the corporation.