



**TOWN OF ENFIELD
APPLICATION FOR PERMIT
VENDORS & DOOR-TO-DOOR SOLICITATION**

BUSINESS NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

PHONE: _____ FAX: _____ E-MAIL: _____

PURPOSE OF PERMIT

VENDOR

Desired Dates: _____

Location: Huse Park
 Shaker Recreation Fields
 Shakoma Beach
 Sidewalks: Main St. Route 4 Shaker Hill Road

Permit Type Daily \$5 Weekly \$25 Seasonal \$100
 Abutting Business Permit \$10 (one-time fee)

- **Please Complete Attached Insurance Requirements Form**
- **Unless a Waiver is Granted, Please Provide a Certificate of Liability Insurance**

FOR OFFICE USE ONLY

DATE RECEIVED: _____ LICENSE #: _____

Certificate of Liability Insurance Provided Insurance Requirements Form Provided

Waiver(s) Requested:

Certificate of Liability Insurance Workers' Compensation

Bond for Damage

Final Approval: _____ Date: _____

Town Manager

CONDITIONS OF USE

VENDORS

DEFINITIONS

ABUTTING BUSINESS – Any legitimate business located within, whether by lease, rental or ownership, a property in Enfield Village.

PUBLIC STREET OR SIDEWALK – Includes all areas legally open to public use as public streets, sidewalks, roadways, highways, parkways, alleys and any other public way.

STAND – Any newsstand, table, bench, booth, rack, handcart, pushcart or any other fixture or device which is not required to be licensed and registered by the Department of Motor Vehicles, used for the display, storage or transportation of articles offered for sale by a vendor.

VENDOR – Any person, including an employee or agent of another, who sells or offers to sell food, beverages, goods or merchandise on any public street or sidewalk from a stand, motor vehicle or from his or her person.

APPLICATION

The application for a vendor's permit shall contain all information relevant and necessary to determine whether a particular permit may be issued, including but not limited to:

- A. Proof of identity and business address of the applicant
- B. A brief description of the nature, character and quality of the food, beverages, goods or merchandise to be sold
- C. If employed by another, the name and business address of the person, firm, association, organization, company or corporation.
- D. If a motor vehicle is to be used in the vending business, a description of the vehicle, together with the motor vehicle registration number.
- E. A description of the proposed location of the vending business and the length of time during which it is proposed that the business shall be conducted.
- F. No permit shall be issued to an applicant unless the applicant assumes liability for damages, property loss, injury or death or other related liability resulting from the activities of the vending operation.

RESTRICTIONS APPLICABLE TO ALL VENDORS

- A. Stands/carts/vehicles stands shall not:
 - Exceed 9 feet in width and 18 feet in length. Height should not exceed 10 feet.
 - Impede access to the entrance of any adjacent building or driveway.
 - Occupy more than half of the available sidewalk width.
 - Locate within 25 feet of a fire hydrant, fire escape, bus stop, loading zone or driveway of a fire station or police station.
- B. Hours of operation. Vendors shall be allowed to engage in the business of vending only between 7a.m. and 9p.m. All vending stands must be removed from public property during non-vending hours, except for good reason and by special waiver of the Town Manager
- C. Handicapped areas. No vendor shall block access to any handicapped parking space or access ramp.

- D. Removal of trash. All trash or debris originating from the operation of the vending stand shall be collected by the vendor and removed from public property daily.
- E. The area occupied by a vendor shall be limited to the area so designated by the Town Manager.
- F. No vendor shall utilize an open fire in connection with the sale or display of the vendor's wares without a permit from the Enfield Fire Department.
- G. No vendor shall shout, make an outcry, blow a horn, ring a bell, or use any other sound device for the purpose of attracting attention to any goods which the vendor proposes to sell. Vending operations must be reasonably quiet, i.e. no vending stand or vehicle shall emit excessive mechanical or compressor noise to the detriment of the environment.
- H. It is the intent of this permit that goods or merchandise to be offered for sale shall consist solely of items which can easily be carried away from the sales location by pedestrians, and which entail no special needs or problems pertaining to loading, handling, installation, or delivery, such as might interfere with vehicular traffic or with other users of the park. Heavy or bulky items such as tires, large appliances, large furniture items, motorized equipment or the like are generally not permitted. All goods or merchandise displayed shall be for immediate sale and delivery. Displays or advertising whose primary purpose is to promote future or off-site transactions are not permitted. The Town Manager may deny a permit to any vendor whose stand/vehicle/cart does not meet the intent of this subsection.

INSURANCE REQUIREMENTS

A Certificate of Liability Insurance must be provided for events which are anticipated to attract twenty-five (25) or more participants. If less than 25 participants are expected, the Town may waive the requirement at the request of the applicant.

When required, the Certificate of Liability Insurance must list the Town of Enfield as an additional insured, and must be in an amount not less than \$500,000 per person and \$1,000,000 per occurrence.



TOWN OF ENFIELD

INSURANCE REQUIREMENTS FOR USE OF TOWN PROPERTY

I, _____, hereinafter referred to as the LICENSEE, have received a license for use of public facilities, hereinafter referred to as the LICENSED PREMISES, owned and operated by the Town of Enfield, hereinafter referred to as the TOWN. The LICENSEE understands that this attachment constitutes a part of that license.

1. RELEASE FROM PERSONAL LIABILITY:

The LICENSEE hereby releases and forever discharges the Town, its heirs, agents, and assigns from any and all liability for and any and all damage to property the LICENSEE brings to the LICENSED PREMISES or any and all bodily injury the LICENSEE, its employees, invitees, agents, or assigns may suffer while at the LICENSED PREMISES. The LICENSEE has attached hereto a certificate evidencing workers' compensation insurance coverage for any and all of its employees.

SIGNED: _____ DATE: _____
LICENSEE

1.1 OPTION TO WAIVE REQUIREMENT FOR WORKERS' COMPENSATION

INSURANCE: The requirement for workers' compensation insurance coverage MAY be waived by the Town if the LICENSEE certifies that they will not have any employees working at the LICENSED PREMISES. It is understood and agreed by the LICENSEE that waiver of the requirement for workers' compensation insurance coverage does NOT, however, relieve the LICENSEE from providing the Town with a Certificate of Insurance, or liability for claims of property damage, or personal injury to volunteers or non-employees that may assist at the LICENSED PREMISES.

I _____, hereby certify that no employees will be present at the event, and therefore am requesting a Waiver of Workers' Compensation Insurance by the Town.

**REQUEST FOR WAIVER OF WORKERS' COMPENSATION INSURANCE:
APPROVED/DENIED**

SIGNED: _____ DATE: _____
TOWN MANAGER

2. RELEASE FROM INDEMNIFICATION FROM THIRD PARTY LIABILITY:

The LICENSEE hereby releases the TOWN from liability for any property damage or personal injury that any participants may suffer while at or on the LICENSED PREMISES. The LICENSEE further indemnifies and holds the TOWN harmless from and against all claims for such property damage or personal injury from third persons on the LICENSED PREMISES at the permission of the LICENSEE, including reasonable attorney's fees, whether or not such claims result in litigation.

2.1 Certificate of Insurance: The LICENSEE understands that it is required to have valid liability insurance in force to guarantee its promise to pay damages to participants outlined in Section 2 above.

SIGNED: _____ DATE: _____
LICENSEE

Attached to this release is a valid Certificate of Insurance* evidencing the LICENSEE'S ability to indemnify any individual who claims or might claim that actions of the LICENSEE caused him or her damage to property or bodily injury.

* This Certificate of Insurance is required to be in an amount not less than \$500,000 per person and \$1,000,000 per occurrence and must list the Town as additional insured.

2.2 Waiver of requirement for Certificate of Insurance: The requirement for Certificate of Insurance may be reviewed by the Town if the LICENSEE expects to attract only twenty-five (25) participants or less. It is understood and agreed to by the LICENSEE that waiver of the requirement for a Certificate of Insurance does NOT waive the requirement for acceptance of liability outlined in Sections 1 and 2 above.

I _____, am hereby requesting a waiver from the requirement to provide a Certificate of Insurance as I do not expect to attract more than 25 participants at any given time during the event.

REQUEST FOR WAIVER OF LIABILITY INSURANCE: APPROVED/DENIED

SIGNED: _____ DATE: _____
TOWN MANAGER

3. LIABILITY FOR DAMAGE TO TOWN FACILITIES:

The LICENSEE further promises that it will return the LICENSED PREMISES to the TOWN in a condition equal to or better than its condition prior to its use. This includes removal of any and all equipment which the LICENSEE brings to the LICENSED PREMISES as well as litter, and also repair all damage to facilities used during the term of the license.

3.1 Bond for damage: The LICENSEE posts a bond (or letter of credit or cash deposit received by the TOWN) in the amount of \$_____ payable to the TOWN to be used by the TOWN to guarantee the promise in Section 3 above. The bond (letter of credit or cash deposit) shall be in an amount determined by the Town Manager, taking into account the intensity of use that the LICENSEE anticipates for the LICENSED PREMISES. The LICENSEE understands that the TOWN may take this bond (letter of credit or cash deposit) and repair any and all damage, replace any and all equipment removed, remove any and all litter, or in any other manner expend it in order to return the LICENSED PREMISES to a condition equal to what it was before the premises were licensed.

3.2 Waiver of requirement of bond for damage: The TOWN may waive the requirement for a bond (letter of credit or cash deposit). Waiver of the requirement for a bond (letter of credit or cash deposit) does not waive the liability of the LICENSEE for damage to TOWN property outlined in Section 3 above.

I _____, am hereby requesting a waiver from the requirement to provide a Bond for Damage based on the information provided in this application and the low intensity of use expected at this event.

REQUEST FOR WAIVER OF LIABILITY INSURANCE: APPROVED/DENIED

SIGNED: _____ DATE: _____
TOWN MANAGER