## **APPLICATION FOR PERMIT AND LICENSE**

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State of New York, County of Orange, Town of Warwick

TO the Town Clerk of the Town of Warwick, NY:

I hereby apply for a permit and license (PEDDLER, CANVASSER OR SOLICITOR, TRANSIENT MERCHANT)

NAME	AMEDDRESS			DATE OF BIR	TH	AGE	
ADDRESS							
✓ ] Male ı	/ ] Femal	e Race (Color)	Height _	Ft	In.	Hair	Eyes
Country of Birt	h			Alien	Citizen	ı	
		(A brief desc	ription of the na	ture of business	3)		
Types of Goods	to be sold						
If products of fa	arm or orcha	ard, grown by applicant?	Yes	No			
If employed, Na	me and Add	ress of Employer					
Attach Credent	ials						
		yer					
The length of ti	me for which	the right to do business i	is desired		· · · · · · · · · · · · · · · · · · ·		
Drivers License	No		Expirat	tion Date			-
Vehicles to be u	sed: (Licens	e Plate No.'s & Registrati	ion Expiration)				
YEAR	MAKE	MODEL	COLOR	STATE	LICENSE PLATE #		STRATION # XP. DATE
		ed of any crime, misdement			Yes	No	
TWO REFERE	NCES: (On	e a Bank)					
	NAME		ADDRESS		BUS	INESS OR O	CCUPATION
	NAME		ADDRESS		BAN	NKING	
STATE OF NEW	<b>)</b> :	ss:					
		· · · · · · · · · · · · · · · · · · ·	being duly s	sworn deposes a	nd says that al	ll of the answ	ers in the foregoin
application are	true and tha	t the photograph attached	l hereto was tak	en within sixty o	days prior to t	he date of thi	s application.
Sworn to before	e me this		_				
day of		, 20		SIC	GNATURE O	F APPLICAN	VT
NOTARY	PUBLIC, JU	DGE OR JUSTICE	_				

PHOTO taken within 60 days Prior to date of application, 2" x 2" showing head and shoulders in clear and distinguishing manner.

Police Investigation Report - I recommend (approval) (disapproval), Based on applicant's character and business responsibility. OFFICIAL TITLE NAME DATE NAME \_\_\_\_\_ Male CLASSIFIED BY \_\_\_\_\_ **Female RIGHT HAND** 1. Thumb 4. Ring Finger 2. Forefinger 3. Middle Finger 5. Little Finger **LEFT HAND** 1. Thumb 2. Forefinger 3. Middle Finger 4. Ring Finger 5. Little Finger

Plain Impressions Taken Simultaneously	Thumbs Toget		Plain Impression Taken Simultaneously	
			•	
IMPRESSIONS TAKEN BY	TITLE	ADDRESS	DATE	
API	PLICANT'S SIGNATUR	E AND ADDRESS		
<ol> <li>Attach certificate from the Sealer of Weights and and measuring devices to be used by the applicant.</li> <li>Fee of \$5.00 shall be paid to the Town Clerk to co.</li> <li>No license shall be issued until the lapse of 48 hou and holidays to be excepted in each computation.</li> </ol>	t have been examined and ver the cost of investigation rs following the filing of a	l approved. on.		
<ul><li>4. Supply additional photograph, duplicate of one at</li><li>5. License fee, if issued, will be \$100.00</li></ul>	tached hereto.			
Application (approved) (disapproved) and license iss				
		DATE		
TOWN CLERK				

## **PEDDLER**

Includes any person, whether as owner, agent, consignee or employee, and whether a resident of the Town of Warwick or not, traveling by foot, wagon, automotive vehicle or any other type of conveyance from place to place, from house to house or from street to street, carrying, conveying or transporting goods, wares, merchandise, meats, fish, vegetables, fruits, garden truck, farm products or provisions, offering and exposing the same for sale, or making sales and delivering articles to purchasers, or who, without traveling from place to place, shall sell or offer the same for sale from a wagon, automotive vehicle, railroad car or other vehicle or conveyance, and further provided that one who solicits orders and as a separate transaction makes deliveries to purchasers as a part of a scheme or design to evade the provisions of this chapter shall be deemed a peddler subject to the provisions of this chapter. The word "peddler" shall include the words "hawker" and "huckster."

## CANVASSER or SOLICITOR

Any person, whether as owner, agent, consignee or employee, and whether a resident of the Town of Warwick or not, temporarily traveling either by foot, wagon, automobile, motortruck or any other type of conveyance from place to place, from house to house or from street to street, taking or attempting to take orders for sale of goods, wares and merchandise, personal property of any nature whatsoever for future delivery, or for services to be furnished or performed in the future, whether or not such individual has, carries or exposes for sale a sample of the subject of such sale or whether he is collecting advance payments on such sales or not, provided that such definition shall include any person who, for himself or for another person, firm or corporation, hires, leases, uses or occupies any building, structure, tent, railroad boxcar, boat, hotel room, lodging house, apartment, shop or lot or any other place within the Town for the sole purpose of exhibiting samples and taking orders for future delivery.

Updated February 20, 2018

## **Hold Harmless Agreement**

- 1. In consideration for receiving permission to utilize town property, I hereby release, wave, discharge and covenant not to sue the Town of Warwick, their officers, agents, servants, or employees (here after referred to as releases) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or any of the property belonging to me, whether caused by the negligence of the releases, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.
- 2. I am fully aware of the risks involved and hazards connected with private activities included in public venues, and hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me or any loss or damage to property owned by me, as a result of being engaged in such an activity, whether caused by the negligence of the releases or otherwise.
- 3. I further hereby agree to indemnify and hold harmless the releases for any loss, liability, damage or cost, including court costs and attorney fees, that they may incur due to my participation in said activity, whether caused by the negligence of the releases or otherwise.
- 4. I understand that the Town of Warwick does not maintain any insurance policy covering any circumstance arising from my participation in this event or any activity associated with or facilitating that event. As such, I am aware that I should review my personal insurance portfolio.
- 5. It is my express intent that this waiver of liability and hold harmless agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue the above named releases. I hereby further agree that this waiver of liability and hold harmless agreement shall be construed in accordance with the laws of the State of New York.
- 6. In signing this release, I acknowledge and represent that I have read the foregoing waiver of liability and hold harmless agreement, understand it and sign it voluntarily as my own free act and deed, no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least 18 years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by the same.

In witness thereof, I have hereunto set my hand and	day of	
	*	8
Witness		
	Applicant	