Village of Haverstraw EST. 1854
Continuing to build community and memories

40 New Main Street
Haverstraw, New York 10927
Tele: (845) 429-0300 Fax: (845) 429-0353

PEDDLER'S PERMIT APPLICATION CHECKLIST

For Permits involving vehicles and/or food

- ☐ Copy of business certificate issued by Rockland County Clerk
- ☐ Certificate of Liability Insurance: See attached
- ☐ Certificate of Automobile Insurance
- ☐ Proof of Worker's Compensation Insurance (if applicable)
- ☐ If vehicle is involved with Permit:
    - Copy of vehicle insurance card
    - Copy of Driver's License
    - Copy of vehicle registration
    - Photographs of vehicle
- ☐ If food is involved in the Permit:
    - Copy of Department of Health Permit
- ☐ Completed application with 2 recent passport photos of applicant
- ☐ Paid fees

VILLAGE OF HAVERSTRAW

VILLA DE HAVERSTRAW

APPLICATION FOR PERMIT AND LICENSE

APLICACIÓN PARA PERMISO Y LICENCIA

PERMIT NUMBER

DATE

FIRST NAME/ PRIMER NOMBRE

LAST NAME/ APELLIDO

DATE OF BIRTH

MOBILE PHONE

HOME PHONE

EMAIL ADDRESS

ADDRESS/ DIRECCIÓN

MAILING ADRESS IF DIFFERENT FROM ABOVE/ DIRECCIÓN DE CORREO SI ES DIFERENTE AL DE ARRIBA

BRIEF DISCRIPTION OF NATURE OF BUSINESS/ TYPE OF GOODS TO BE SOLD
BREVE DESCRIPCIÓN DEL NEGOCIO/ TIPO DE MATERIALES DEL NEGOCIO

Please indicate the days and number of spaces the vehicle will be parked

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY

VEHICLE TO BE USED/ VEHICULO EN USO

MAKE/MARCA:
YEAR/AÑO:

HOW LONG HAVE YOU BEEN IN BUSINESS/ QUE TIEMPO LLEVA EN ESTE NEGOCIO

HAVE YOU EVER BEEN CONVICTED OF A FELONY OR MISDEMEANOR?/
¿ALGUNA VEZ HA SIDO CONDENADO POR UN DELITO GRAVE O UN DELITO MENOR?

IF SO, DETAILS ARE AS FOLLOWS/ SI CONTESTA SI, FAVOR DE DAR DETALLES:

Village Clerk's: Approval_____ Denial_____

HAVE YOU OR YOUR FIRM EVER BEEN ARRESTED? IF YES, PLEASE STATE DATE AND NATURE OF ARREST./ ¿ALGUNA VEZ USTED O SU EMPRESA HAN SIDO ARRESTADOS? SI CONTESTA SI, FAVOR DE INFORMAR LA FECHA Y LA NATURALEZA DEL ARRESTO.

LOCATION OF COURT AND DISPOSITION OF CASE/ LOCALIZACION DE LA CORTE Y LA DISPOCISION DEL CASO:

NAME AND ADDRESS OF THE PERSON & PHONE NUMBER OF FIRM OR CORPORATION YOU REPRESENT/NOMBRE Y DIRECCION DE LA PERSONA Y NUMERO TELEFONICO DE LA COMPANIA O CORPORACION QUE USTED REPRESENTA:

IF PARTNERSHIP, NAMES & ADDRESSES OF ALL PARTNERS & PHONE NUMBERS/ SI ES UN SOCIO/SOCIEDAD, FAVOR DE DAR NOMBRE(S) Y DIRECCION DE TODOS LOS MIEMBROS Y SUS NUMEROS DE TELEFONOS:

IF CORPORATION, PROVIDE NAMES, ADDRESSES & PHONE NUMBERS OF PRINCIPAL OFFICERS AND AGENTS/SI ES UNA COPORACION, FAVOR DE DAR NOMBRE, DIRECCION Y NUMERO DE TELEPHONO DEL OFICIAL PRINCIPAL O AGENTE:

NAME, ADDRESS AND PHONE NUMBER OF PERSON UPON WHOM **LEGAL NOTICES** MAY BE SERVED WITH NEW YORK STATE/NOMBRE, DIRECCION Y NUMERO DE TELEPHONO DE LA PERSONA A QUIEN SE LE PUEDE ENTREGAR **AVISOS LEGALES** DENTRO DEL ESTADO DE NUEVA YORK:

A photograph of applicant taken within 60 days immediately prior to the date of filing application, size 2"x2", showing head and shoulders of applicant in clear and distinguished manner must be attached/ Una fotografia del aplicante tomada dentro de un periodo de 60 dias inmediatamente antes de la fecha de su aplicacion, tamaño 2"x2", que enseñe parte superior del cuerpo (cabeza y hombros) del aplicante.

I hereby agree to and authorize the Village of Haverstraw to take the necessary steps to process my background check. This includes, but is not limited to, my permission to have the Town of Haverstraw Police Department conduct a thorough background check and for a search to be conducted of the New York Sex Offender Registry.

I acknowledge that my signing this consent form is voluntary act on my part and that I have not been coerced into signing this document by anyone.

Convengo por este medio y autorizo la Alcadia de Haverstraw tomar las medidas necesarias para procesar mi verificacion de antecendentes. Esto incluye, pero no se limita a, mi permiso de hacer que el departamento de policia del Town de Haverstraw haga una verificacion de antecedentes y una busqueda sea conducia del registro de ofensores sexuales en el estado de Nueva York.
Reconozco que mi firma en este formulario da consentimiento y este acto es voluntario de mi parte y que ninguna persona me ha forzado a la firma de este documento.

Signature/Firma:

Social Security #:

NOTE/NOTAS: You MUST submit a NYS Sales Tax RESALE CERTIFICATE, as required by law/ Usted TENDRA que presentar un CERTIFICADO DE REVENTA DEL IMPUESTO sobre las ventas del estado de Nueva York segun lo exige la ley.

Also, you must NOT peddle or solicit upon or within 100 feet of BROADWAY, MAIN STREET, NEW MAIN STREET, or WEST STREET up to Fairmount Avenue nor within 250 feet of any school building/ Ademas, usted no debera vender ni solicitar dentro de los alrededores de 100 pies en BROADWAY, NEW MAIN STREET, or WEST STREET hacia la Avenida Fairmount ni dentro de 250 pies de ningun edificio escolar.

ALL LICENSES SHALL EXPIRE on the 31st day of DECEMBER in the year issued/TODAS LAS LICENCIAS SE VENCERAN el día 31 de diciembre del año en que se emitieron.

Village of Haverstraw
40 New Main St., Haverstraw, NY 10927

INSURANCE REQUIREMENTS

Prior to the issuance of any permit &/or lease, the permittee &/or lessor shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Village of Haverstraw certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "permittee" &/or "lessor" as used in this indemnification agreement shall mean and include permittees &/or lessors of every tier.

1) ***Commercial General Liability Policy,*** *with limits of no less than $1,000,000 Each Occurrence/$2,000,000 Aggregate limits for Bodily Injury and Property Damage, and shall include the following:*

   A. *Village of Haverstraw and their assigns, officers, employees, representatives and agents should be named as an "Additional Insured" and shall apply on a primary, non-contributory basis. The Certificate of Insurance should show this applies to the General Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.*
   B. *To the extent permitted by New York law, the permittee waives all rights of subrogation or similar rights against the Village of Haverstraw and their, assigns, officers, employees, representatives and agents.*

2) ***Comprehensive Automobile Policy,*** *with limits no less than $1,000,000 Bodily Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicles. Required if the event involves the permittee's motor vehicles.*

   A. *Village of Haverstraw and their assigns, officers, employees, representatives and agents should be named as an "Additional Insured" on a primary, non-contributory basis. The Certificate of Insurance should show this applies to the Automobile Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.*
   B. *To the extent permitted by New York law, the permittee &/or lessor waives all rights of subrogation or similar rights against the Village of Haverstraw, its assigns, officers, employees, representatives and agents.*

3) ***Workers Compensation & Employers Liability*** *covering operations in New York State. Evidence must be provided on a C-105.2. Waiver of Subrogation to be included in favor of the Village of Haverstraw.*

4) ***Umbrella Liability,*** *with limits of no less than $1,000,000 Each Occurrence/ $1,000,000 Aggregate following form over the General Liability, Automobile & Workers Compensation. The Village of Haverstraw is to be included as an additional on a primary, non-contributory basis and a waiver of subrogation to be provided in favor of the Village of Haverstraw. Higher limits may be required and will be determined at time of request.*

Village of Haverstraw
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INSURANCE REQUIREMENTS

The permittee &/or lessor shall furnish to the Village of Haverstraw Certificates of Insurance as evidence of coverage prior to the issuance of any permit &/or lease naming the Village of Haverstraw as an Additional Insured by endorsement. The permittee &/or lessor acknowledges that failure to obtain such insurance on behalf of the Village of Haverstraw constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Village of Haverstraw. The failure of the Village of Haverstraw to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Village of Haverstraw.

The cost of furnishing the above insurance shall be borne by the permittee &/or lessor.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.

Village of Haverstraw
40 New Main St., Haverstraw, NY 10927

INSURANCE REQUIREMENTS

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

Indemnification and Hold Harmless Agreement

INDEMNITY AND RELEASE – The Village of Haverstraw shall have no responsibility including, but not limited to, any liability for theft or vandalism to any property belonging to Vendor. Vendor shall defend, indemnify, and hold the Village of Haverstraw harmless against any and all claims, actions, proceedings, and lawsuits in connection with or arising out of this Agreement.

Indemnification and Hold Harmless Agreement

Vendor does hereby covenant and agree to defend, indemnify and hold harmless the Village of Haverstraw from and against any and all liability, loss, damages, claims, or actions (including costs and attorney's fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of Village of Haverstraw property, facilities and/or services.

Indemnification and Hold Harmless Agreement

To the fullest extent permitted by law, Vendor shall indemnify, hold harmless and defend Village of Haverstraw, and agents and employees of any of them from and against all claims, damages, losses or expenses including but not limited to attorney's fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (b) is caused in whole or in part by any act or omission or violation of statutory duty or regulation of the Vendor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Not withstanding the foregoing, Vendor's obligation to indemnify Village of Haverstraw, and agents and employees of any of them for any judgment, mediation or arbitration award shall exist to the extent caused in whole or in part by (a) negligent acts or omissions, or (b) violations of regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law; by the Vendor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. The obligation of the Vendor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided.

Company Title/Name: _____

Name: _____ Signature: _____

Date: _____

Please sign, date and return.

Village of Haverstraw EST. 1854
Continuing to build community and memories

Mayor
Michael F. Kohut

To: The Town of Haverstraw Police Department

I _____, Date of Birth_____

Do hereby give the Village of Haverstraw and the Town of Haverstraw Police Department permission to conduct a Motor vehicle backround check on me in conjunction with my application to:

_____.

Signature: _____

Date: _____

Full Name (Print) _____

Social Security Number _____

Motorist ID Number _____