

Receipt # _____

Date Submitted _____

Amount paid _____



AMENDMENT TO APPLICATION

Receipt # _____

Date Submitted _____

Amount paid _____

COMMERCIAL VENDOR APPLICATION

PEDDLING, SOLICITING, SPECIAL EVENT VENDOR, VENDOR AT ATHLETIC EVENT

Chapter 26, Businesses, Article IV, Peddlers, Commercial Vendors & Solicitors

Applications must be submitted to the City Clerk's office no later than fourteen days prior to the requested effective date. 26-113(a). Fees listed below. Fees are non-refundable.

The following information must be submitted with every application:

(Incomplete applications will not be accepted)

- Application and Daily Fees (payable to the City of Birmingham)
- Insurance Certificate (See Standard Insurance Requirements)
- Map highlighting/showing location of activity
- Hold Harmless Agreement
- Copies of drivers license or state ID for applicant and each solicitor, peddler, vendor
- Copies of licenses/permits required by state law
 - (example: State of MI solicitor license or tax exempt/charitable status)
 - List document(s) submitted: _____
- Must comply with all requirements of the Oakland County Health Department
- Solicitors: If soliciting in front of a business, a letter of permission from business owner

Select the Applicable License Type from the List Below:

- ☐ **Peddling** - traveling by foot or automotive vehicle from place to place or from street to street, carrying, conveying or transporting goods, wares, merchandise, including food products, offering and exposing the same for sale or making sales and delivering articles to purchasers, or taking or attempting to take orders for the sale of goods, wares and merchandise, books or magazines, 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 the subject is collecting advanced payments on such sales or not.

Fees: Application Fee: \$75.00
Daily Fee Option: \$10.00 per day/peddler
Yearly Fee Option: \$1,825.00 (calendar year – January 1 to December 31)
Amendment to the Application: \$20.00

- ☐ **Soliciting - charitable, religious, political organization** – any person who requests money, credit, property, financial assistance or other thing of value, by personal interview or otherwise, on the plea or representation that such money, credit, property, financial assistance or other thing of value, or the net proceeds over reasonable

expenses thereof, will be used for a charitable, religious, patriotic, civic, educational or philanthropic purposes. *No application fee*

- ☐ **Vending during special events** - any commercial vendor engaged in the sale of goods, wares, or merchandise, including food products, on public property at a stationary or fixed location during a special event in the location of the special event. (see definition of commercial vendor)

NOTE: Vendors who wish to operate during a special event must obtain approval from the event coordinator. The vendor application must be submitted at least two weeks prior to the event.

Fees: *Application Fee: \$75.00
*Daily Fee: \$10.00 per day /per location
*50% discount for Birmingham **licensed merchants**

- ☐ **Vending at school or other athletic events in city parks** - any commercial vendor engaged in the sale of goods, wares, or merchandise, including food products, on City property at a stationary or fixed location during school or other athletic events at City parks. (see definition of commercial vendor)

Fees: *Application Fee: \$75.00
*Daily Fee: \$10.00 per day /per location
*50% discount for Birmingham **licensed merchants**

Definition of Commercial Vendor: *Commercial vendor* shall mean any person offering, exposing for sale or making available for a price or donation, making sales and delivering articles to purchasers, or taking or attempting to take orders for sale of goods, foodstuffs or services of any kind, for immediate or future delivery or performance, whether or not such person has, carries or exposes for sale a sample of the subject of such sale or whether or not the person is collecting advance payment on such sale, by any of the following: (1) *Frozen Confection Vendors*, (2) *Special Event Vendor*, (3) *School Vendor or other Vendor at an athletic event in a City park*.

APPLICANT INFORMATION - PLEASE PRINT

1. Full Name: _____
2. Address (residence): _____
(include city, state, and zip) _____
3. Phone: _____ Fax: _____
4. Email: _____
5. Length at residence: _____ years _____ months
6. Driver's License #: _____ Vehicle Plate #: _____
If vehicle is to be used: Year _____ Make _____ Model _____
7. Height: _____ Weight: _____ Color of Hair: _____ Color of Eyes: _____
Date of Birth: _____

ORGANIZATION/BUSINESS INFORMATION - PLEASE PRINT

1. Organization/Business Name: _____
2. Address (business): _____
(include city, state, and zip) _____
3. Phone: _____ Fax: _____
4. Is the organization/business tax exempt/charitable? _____
If so, proof of tax exempt/charitable status is required.
5. Is the organization/business licensed to solicit by the State of Michigan? _____
6. Type of organization/business? _____
7. If employed or acting as an agent for a parent company:
Organization: _____ Phone _____
Address (business): _____
(include city, state, and zip) _____
Type of Organization: _____

DETAILS OF ACTIVITY

1. Date & Time of Operation: (Note: Soliciting and peddling is allowed from 9:00 AM to 5:00 PM EST and from 9:00 AM to 8:00 PM during State of Michigan daylight savings time.)
Dates: From: _____, 20____ **To:** _____, 20____
(Month and Day) (Month and Day)
Hours: From: _____ A.M. / P.M. **To:** _____ A.M. / P.M.
2. Brief Description of activity to be conducted: _____

3. Method(s) to be used for soliciting/peddling/vending: _____

4. Description of goods or services to be sold: (*Sales are limited to the products specified on the application.*)

5. Location of activity to be conducted (check all applicable):
 - ☐ residential - door to door
 - ☐ business - door to door*Retention: Active +1 year*

○ special event _____ (approval by event coordinator is required)

○ other _____
Describe each specific location. If location is in front of business, please submit letter of approval from business owner.

6. Number of peddlers, solicitors or vending locations (as set by event coordinator): _____

7. Are you a vendor for a Special Event? Yes _____ No _____

Name of Special Event _____

ADDITIONAL INFORMATION

1. Is this your first time applying for a soliciting/peddling/vending permit in Birmingham this year?

If yes, list the dates of your previous application: _____

2. Have you or your employer ever been convicted of any crime, misdemeanor, felony, or violation of any municipal ordinance? YES _____ NO _____

If answer is yes, give particulars of each charge and state disposition of each: _____

3. Have you or your employer ever had a vendor/soliciting/peddling license revoked in another City?

YES _____ NO _____

If answer is yes, please describe the circumstances, including the year(s) the license was revoked:

4. List three references, who will certify as to the applicant's good moral character and business responsibility:

Name: _____ Phone #: _____

Name: _____ Phone #: _____

Name: _____ Phone #: _____

5. Vendors Only: Do you plan to use a tent? _____ If yes, how many? _____

Size of each tent: Tent #1 _____ Tent #2 _____ Tent #3 _____

Contact the Community Development Department for information on tent, electrical, and sign permits.
(248.530.1850)

6. Solicitors, peddlers, and vendor must include the following information for each solicitor/peddler/vendor. Attach additional sheet if necessary. PLEASE PRINT CLEARLY. Include a copy of the Drivers License or State ID.

LIST OF SOLICITORS, PEDDLERS, VENDORS

Full Name	Address	Phone #	Sex	Date of Birth	Driver's License #

SIGNATURE OF APPLICANT

The issuance of a soliciting/peddling/vending permit is for the individual or company applying for such permit. Permit(s) are not transferable. Violations resulting from transfer of ownership will result in loss of permit(s). Violators will be subject to a municipal civil infraction. In accordance with City Ordinance, solicitors/peddlers/vendors must display the license issued so that it is visible to any person dealing with the solicitor/peddler/vendor.

The City shall have the right to investigate and verify the information contained in this application.

I understand that any amendments to the originally approved application must be submitted to the City Clerk for review and approval and shall not be effective prior to such approval.

I understand that my peddler/vendor/solicitor license may be revoked by the City for any of the reasons stated in Chapter 26 of the City Code.

I hereby certify that the foregoing statements are true and accurate to the best of my knowledge and belief and that I have read the city's soliciting/peddling/vending ordinance and agree to abide by its terms.

Signature of Applicant: _____ Date: _____

The following language must be submitted **on the applicant's letterhead** and **signed** by an authorized representative of the organization.

HOLD-HARMLESS AGREEMENT

"To the fullest extent permitted by law, the _____ and any
(applicant/organization name)
entity or person for whom the _____ is legally liable, agrees to
(applicant/organization name)

be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this activity/event. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of the City of Birmingham, its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham."

(Applicant's Signature)

(Date)

Street Map



Data Sources: Oakland County GIS Utility, City of Birmingham

Updated: November 2021

STANDARD INSURANCE REQUIREMENTS

Where insurance is required to be carried to make application for a permit or license, the applicant shall procure and maintain the following coverages and limits unless otherwise specified in this document.

Workers' compensation insurance. Workers' compensation insurance, including employers' liability coverage, in accordance with all applicable statutes of the state.

Commercial general liability (CGL) insurance. Commercial general liability insurance on an "occurrence basis," with limits of liability not less than \$1,000,000 per occurrence combined single limit, personal injury, bodily injury and property damage. Coverage shall include broad form general liability extensions or equivalent.

Motor vehicle liability insurance. Motor vehicle liability insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional insured. Commercial general liability insurance and motor vehicle liability insurance as described above shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage be primary, contributing or excess.

Certificate Holder. The portion of the certificate of liability insurance must be made in the name of the City of Birmingham. The insurance submission will not be valid if the certificate holder is in the name of the applying person/corporation or any other person/corporation/agency.

Professional liability. Professional liability insurance with limits of not less than \$1,000,000 per claim if providing service that is customarily subject to this type of coverage.

Cancellation notice. Thirty days advance written notice of insurance cancellation, non-renewal and/or reduction or material change in coverage shall be provided to the city. Notice of cancellation, material change or reduction shall be attached to the certificate of insurance, or otherwise evidenced as in effect under the policy listed.

Proof of insurance coverage. The city shall be provided with certificates of insurance evidencing the coverages outlined above.

Expiration. If any of the above coverages expire, renewal certificates and/or policies must be provided to the city at least ten days prior to the expiration date.

Acceptability of insurance company. All coverages shall be with insurance carriers licensed to do business in the state. All coverages shall be with carriers acceptable to the city.



Standard Insurance/ Special Event/ Vendor COI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

DATE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURANCE PROVIDER	CONTACT NAME: INSURANCE CONTACT	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED BUSINESS, ORGANIZATION, OR NAMES OF INSURED	INSURER A : INSURANCE COVERAGE	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
☒	COMMERCIAL GENERAL LIABILITY			NUMBER	DATES MUST COVER USE		EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
☒	AUTOMOBILE LIABILITY			NUMBER	DATES MUST COVER USE		COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			NUMBER	DATES MUST COVER USE		☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
	Liquor Liability (if applicable)			NUMBER	DATES MUST COVER USE		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

"Additional Insureds": The City of Birmingham, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees and volunteers thereof. This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insured, whether said other available coverage be primary, contributory or excess. The authorized representative of the insurance carrier acknowledges that it has read the insurance provisions of the agreement between the city of Birmingham and the insured."

CERTIFICATE HOLDER**CANCELLATION**

CITYOB7 The City of Birmingham 151 Martin Street Birmingham, MI 48009	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE SIGNATURE