

### APPLICATION FOR TRANSIENT MERCHANT LICENSE

PUBLIC \_\_\_\_\_ PRIVATE \_\_\_\_\_

**Transient merchant** means a person who temporarily sets up business out of a vehicle, trailer, boxcar, tent, other portable shelter, or empty store front for the purpose of exposing or displaying for sale, selling or attempting to sell, and delivering goods, wares, products, merchandise, or other personal property and who does not remain in any one location for more than ninety (90) consecutive days.

<b>Applicant Name</b> <small>(First, Middle, Last)</small>	
<b>Home Address</b>	
<b>Phone</b>	
<b>Business Name:</b>	
<b>Business Address:</b>	
<b>Type of Business:</b>	
<b>MN Tax ID Number</b>	
<b>Email Address</b>	

LIST BELOW THE NAMES AND ADDRESSES OF ALL PERSONS ASSOCIATED WITH YOUR BUSINESS:  
(Use additional paper if needed)

NAME	ADDRESS

LIST OF VEHICLES USED - INCLUDING: LICENSE NUMBER, MAKE, MODEL, YEAR

MAKE	MODEL	YEAR	LICENSE

**LOCATION WHERE BUSINESS IS TAKING PLACE:**

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<b>LICENSE PERIOD</b>	<b>From:</b>	<b>To:</b>
<b>HOURS OF OPERATION</b>	<b>From:</b>	<b>To:</b>

DESCRIPTION OF MERCHANDISE TO BE SOLD:

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**Food Truck – NO FEE**

License Fees for Peddler/Solicitors	
<b>\$50.00</b>	This license is valid for seven calendar days
<b>\$150.00</b>	This license is valid for 30 days
<b>\$300.00</b>	This license is valid for 30 days

**\*\*\*PLEASE SUBMIT A CERTIFICATE OF INSURANCE WITH YOUR APPLICATION\*\*\***

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

DATA PRACTICES ADVISORY: The data supplied in this application will be used to assess the qualifications for a license. This data is not legally required but the City will not be able to grant the license without it. If a license is granted, the data will constitute a public record. The data is needed to distinguish this application from others, to identify this application in City license files, to verify the identity of the applicant, to contact the applicant if additional information is required and to determine if the applicant meets all ordinance requirements.

FOR OFFICE USE ONLY

BUILDING APPROVAL \_\_\_\_\_ DATE: \_\_\_\_\_

ZONING APPROVAL \_\_\_\_\_ DATE: \_\_\_\_\_

ADMINISTRATIVE APPROVAL \_\_\_\_\_ DATE: \_\_\_\_\_

FIRE DEPT. APPROVAL \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ DATE APPROVED: \_\_\_\_\_

LICENSE NO.: \_\_\_\_\_ RECEIPT NO.: \_\_\_\_\_

SPECIAL CONDITIONS: \_\_\_\_\_

**INDEMNIFICATION AGREEMENT**

**THIS DOCUMENT IS REQUIRED**

TO: City of St. Francis  
23340 Cree Street NW  
St. Francis, MN 55070

The following agreement must be signed and notarized by the owner, authorized partner, or authorized officer(s) of the company. If a partner or officer signs, it must be accompanied by the written authorization of the partnership of the corporation, (such as a corporate resolution or written approval of all partners).

In consideration for the grant of this license by the City of St. Francis, the undersigned licensee agrees as follows:

**1. OBSERVANCE OF LICENSE AND ALL LAWS.** The undersigned shall faithfully observe, keep and obey all terms and conditions of the license or permit, and all laws, rules and ordinances of the City of St. Francis relating to the license or permit, now in effect, including any amendments thereto. The undersigned shall also faithfully observe, keep and obey all laws, rules and regulations of any other governmental entity including county, state and federal regulations which may apply to the license or permit.

**2. VIOLATION.** Upon the violation of any of the terms and conditions of the license or permit, or any other law, regulation or ordinance, the undersigned understands that it may be subject to criminal or civil penalties, including, but not limited to, the suspension or revocation of the license or permit.

**3. INDEMNIFICATION.** The undersigned shall save and protect, hold harmless, indemnify and defend the City, its Council, officers, agents, employees, and volunteer workers against any and all liability, causes of action, claims, loss damage or cost and expense arising from, allegedly arising from, or resulting directly or indirectly from any acts of the licensee or any of its officers, employees, independent contractors or agents done in the performance or operation under this license, or any act done under pretended authority of this license. This agreement to indemnify and hold the City harmless shall include any costs incurred by the City in defending any action involving an act by the licensee or any of its officers, employees, independent contractors or agents, and shall include any attorney’s fees incurred by the City.

IN WITNESS WHEREOF, the undersigned has executed this License Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Licensee (business)

By \_\_\_\_\_  
Officer of Corporation or Partner/Owner

STATE OF MINNESOTA            )  
COUNTY OF \_\_\_\_\_) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_ by \_\_\_\_\_ the \_\_\_\_\_  
of \_\_\_\_\_ on behalf of said \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**PRIOR RESIDENCES OF APPLICANT FOR PAST FIVE YEARS:**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

*PLEASE NOTE:* If the above is left blank, there will be a \$1.00 assessment which will be credited toward the license fee if granted.