



265 S. Second St.  
Robins, IA 52328

## Peddlers, Solicitors and Transient Merchants License Application

Date: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Website Address: \_\_\_\_\_ Federal ID #: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Address of Applicant: \_\_\_\_\_

Applicant Phone Number: \_\_\_\_\_ SS#: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ State of Birth: \_\_\_\_\_

List the last three (3) Municipalities where the applicant conducted business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List all arrests and convictions for violation of any Municipal Code or State or Federal Law:

Offense	Date	City/State	Disposition
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Describe the Nature of the Business: \_\_\_\_\_

\_\_\_\_\_

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Description of Goods to be Sold: \_\_\_\_\_

Dates of Operation: \_\_\_\_\_

Vehicle(s) Information:

Make	Model	Color	License Plate	State

Is Certificate of Insurance Naming the City of Robins as a Certificate Holder attached?

Yes

No

Applicant agrees to leave private property promptly when requested to do so by the owner, tenant, occupant, or person in control of the property.

Applicant will not enter upon private property where a sign is posted indicating “No solicitation allowed, No solicitors, Do Not Disturb” or words of similar importance or any of the phrases.

This permit is non-transferable and does not constitute property or property rights or interests of any kind.

This permit is subject to revocation by the Robins Chief of Police at any time the Chief determines in the exercise of the Chief’s sole discretion that to do so would be in the best interest of the public.

The applicant has personal knowledge of the information contained in this application and it is true and correct.

I. Release of Liability and Indemnification

Despite the inherent and known risks I hereby expressly waive and release any and all claims, now known or hereafter known, against the Releasees on account of personal or psychological injury, illness, pain, suffering, temporary or permanent disability, death, property damage, or financial loss arising out of or attributable to being on the Premises or participating in the Activities, whether arising out of the negligence of the Releasees or otherwise. The Merchant covenants not to make or bring any such claim against the any of the Releasees, and forever releases and discharges the Releasees from liability under such claims. The Merchant expressly waives and releases all claims on behalf of themselves, their spouses, parents, children, guardians, heirs, assigns, personal representatives and estate as well as any other person who or entity that could represent the Merchant or act on the Merchant’s behalf.

The Merchant agrees to hold harmless and indemnify and defend the City and its elected officers, managers, employees, agents, and volunteers, from all liability claims, demands, causes of action, suits or judgements for death or injury to persons or property, including attorneys’ fees and costs, arising out of or in connection with Merchant’s use of the premises or the intended use thereof or related to the Activities from all liability claims arising out of:

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- 1) the actions of the Merchant, the Merchant's employees, agents, helpers or any other persons using the assigned Merchant space at the Merchant's invitation and on the Merchant's behalf;
- 2) items brought to the premises (including vehicles, booth materials, umbrellas);
- 3) items sold at the Farmers/Winter Market; and
- 4) other liability except those actions or inactions arising out of the City's willful or wanton conduct.

## II. Jury Waiver.

The Merchant knowingly, voluntarily and unconditionally agree to give up my right to a trial by jury in any legal action against the City or the Releasees.

The Merchant affirms that they have received and read this Agreement and the rules set forth above and agree to abide by them while participating in the Activities. Failure to abide by the rules may lead to the Merchant becoming ineligible to vend in the City of Robins.

I authorize the City of Robins to (i) conduct criminal background checks as necessary and (ii) receive information from any law enforcement agency, including police departments and sheriff's departments, of this state or any other state or federal government, to the extent permitted by state and federal law, pertaining to any convictions I may have had for violations of state or federal criminal laws. I understand I will have the opportunity to explain any convictions and that the City will analyze any convictions on a case by case analysis using the following factors: the nature and gravity of the offense; the amount of time passed since the conviction; the relationship between the conviction and the nature of the volunteer activity; and other mitigating factors.

**BY SIGNING, I ACKNOWLEDGE THAT I HAD SUFFICIENT TIME TO REVIEW AND CONSIDER THIS AGREEMENT, THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY AND UNCONDITIONALLY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE CITY OR ANY RELEASEES AND THE RIGHT TO A TRIAL BY JURY.**

## **CERTIFICATION**

I certify that all information in this application and the required documents are true and correct to the best of my knowledge, and upon submittal becomes public record.

I understand that any missing documentation may delay license approval.

I further understand that should I commit a violation of the terms and conditions of this license, my license may be revoked.

I agree that I will obtain any other permits necessary and will follow the guidelines and requirements set forth in Chapter 122 and on the list of requirements provided to me.

This permit is non-transferable and does not constitute property or property rights or interests of any kind.

This permit is subject to revocation by the Robins Chief of Police at any time the Chief determines in the exercise of the Chief's sole discretion that to do so would be in the best interest of the public.

The applicant has personal knowledge of the information contained in this application and it is true and correct.

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\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Date

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## APPROVAL/BACKGROUND CHECK

\_\_\_\_\_

Approved

Denied

Police Officer

Police Officer comments: \_\_\_\_\_

=====

## PERMIT ISSUANCE

\_\_\_\_\_

Approved

Denied

City Clerk

City Clerk Comments: \_\_\_\_\_

OFFICE USE ONLY

Permit # \_\_\_\_\_ Date Issued: \_\_\_\_\_ Fee Submittal \$20.00 Receipt # \_\_\_\_\_