

Vendor, Solicitor, or Temporary Merchant Application Form

Village of Heyworth

108 S. Buchanan Street
P.O. Box 439
Heyworth, IL 61745-0439
P: (309) 473-2811
F: (309) 473-2291



THE VILLAGE OF HEYWORTH VENDOR, SOLICITOR, OR TEMPORARY MERCHANT APPLICATION/AGREEMENT FORM

For each question below, please complete the response in the space provided or write or type the answer "Yes" or "No" in the left margin. If an answer is not applicable, please write N/A. Please complete the front and back of the application. This application and license is subject to all requirements of 4-3-1 *et seq.* of the Heyworth Village Code. Farm product sales by the farmer, newspaper delivery salesmen, students, political fundraisers, garage sales, tax-exempt entities and others as specified in Section 4-3-16 of the Village Code are exempt from this license requirement

Vendor Solicitor Temporary Merchant

Applicant/Business Name: _____

Business Location Address: _____

Business Phone: () _____ - _____ **Fax #:** () _____ - _____

Email: _____

Form of Business Organization (if applicable):

Corporation Limited Liability Company Partnership Individual

Date of Organization: ____/____/____ **State of Organization:** _____

FEIN: _____ - _____ **Liability Insurance Policy #:** _____

Applicant Information: (Person Completing this Form and Authorized to Act on behalf of the Business)

Name: _____

Title: _____

Address: _____

DL#: _____

Street Address

DOB: ____/____/____

City, State, Zip

Phone #: () _____

Cell #: () _____

Email: _____

Fax #: () _____

Relationship to Business (i.e. president, secretary, employee) : _____

1. List the names of all persons that will be soliciting in the Village. For each person listed, complete "Attachment 1". If more space is needed, an additional form with this information must be attached to this application.

2. Dates and Times of Operation: ____/____/20____ through ____/____/20____
Hours: ____:____ a.m/p.m. to ____:____ a.m/p.m.

3. Provide a description of the goods to be sold or solicited. Also describe the method of delivery of the goods if solicited. If items are sold or solicited that are not listed and approved, the party may be asked to leave and will forfeit their application fee, if applicable.

4. Bond/Surety Requirements. All applicants/businesses must submit a surety in the form of a bond, cash, money order, or cashier's check payable to the Village in the amount of \$1,000.00 for an individual or \$1,000.00 per employee up to a maximum of \$5,000.00 per business. **All parties must notify each customer of this surety and that claims may be presented to the Village.** Such surety will be returned within 60 days of expiration of this license. This surety requirement may be waived after being licensed for 2 years without claims against the surety.

5. Other Licenses Required. Applicants are responsible for all licensing and permits required by law to sell or promote their product or goods. A copy of these permits or licenses must be submitted with this application.

6. License Display. The individual(s) must carry the license on them or in their vehicles at all times and provide proof of such upon request.

- _____ 7. Is a motor vehicle going to be used as a part of the operation? If "yes" provide the make, model, year, license plate number, and a description of the vehicle.

- _____ 8. Has a permit or license been issued and revoked to you or your business during the past 5 years? If "yes" describe the reason for revocation.

- _____ 9. Has any person listed herein been convicted of any felony or crime involving honesty, deceit or fraud? If "yes", provide a detailed explanation on a separate sheet describing the crime, dates of the offense, and disposition for each person and conviction.

- _____ 10. Does the operation intend to provide prepared food product intended for human consumption? If "yes", attach a copy of a current McLean County Health Department permit.

- _____ 11. Authorized to act on behalf of and to legally bind business (if applicable)?

ONLY COMPLETE THIS SECTION FOR A HEYWORTH SPONSORED EVENT

(i.e. Hey Days and 4th of July)

1. Fees and Rental. Vendor fees for Heyworth sponsored events are as follows (all fees listed are subject to change; parties shall be notified if fees have changed):
 - A. Hey Days: Payment made payable to “Heyworth Hey Days Celebration”. Fee covers Thursday night, Friday night, Saturday and Sunday day. If under the tent, each party is provided one space with an 8’ table and two chairs. Each outside vendor is provided one 10’ x 10’ space. Additional spaces may be purchased for the same fee.
 1. Not-for-profit - \$25.00.
 2. Craft Vendors - \$50.00 if no electric or water under the tent; \$75.00 with electric and/or water under the tent; \$75.00 if no electric or water outside of the tent; \$100.00 with electric and/or water outside of the tent.
 3. Food Vendors (only packaged food) - \$75.00 if no electric or water outside; \$100.00 with electric and/or water or outside of the tent.
 4. Professional Food Vendor - \$275.00 for all other food vendors.
 - B. All Other Events: \$25.00 for not-for-profit; \$40.00 for vendors without utilities provided; \$50.00 for vendors with water service but without electric; \$75.00 for vendors with electric, which also includes water.
2. Electric and Water needs. Electrical and water service may be available. Vendors will need to provide their own extension cords if electric can be provided and water hoses if needed. Generators are not allowed unless specifically authorized otherwise by Heyworth. Please answer the following needs:

Electric: Yes / No Number of hook-ups needed (110 volts only): _____ Water: Yes / No

3. Space. Space is leased only to the licensee and is not transferrable unless agreed to in writing by the Heyworth. Lessee also agrees to peaceably surrender possession of the space within twelve (12) hours after the close of the event unless otherwise mutually agreed. Failure to do so shall result in a violation and licensee hereby agrees to waive all damages or claims in the event such a demand for surrender is made or reasonable action is taken to reclaim possession.
4. Security. Despite arrangements made by Heyworth to provide security protection for vendor properties, Heyworth shall not be financially liable for losses or damages of any kind.
5. Surety. A surety is not required for a Heyworth sponsored event.
6. Product Quality. If at any time during the event Heyworth finds products unacceptable, you may be asked to remove these items from your booth for the duration of the event.
7. Cancellations. Any party that cancels or does not show after the fee is paid shall forfeit their fee.

ACKNOWLEDGEMENT

(CARRY THIS WITH YOU AT ALL TIMES AS YOUR LICENSE AS WELL)

I, _____, (full name printed) swear or affirm under penalty of law that I have read and understood all of the questions in this Application and that all of the foregoing information and statements submitted in this Application and its attachments and supporting documents are true and correct to the best of my knowledge, and that all responses to the questions are full and complete, omitting no material information. The responses include all material information necessary to fully and accurately identify and explain the operations, capabilities and pertinent history of the affiliated request as well as the ownership, control and affiliations thereof, if applicable. I also affirm that I am a person authorized to execute said application and this Agreement on behalf of myself, third parties related thereto, or the company herein specified.

The undersigned applicant and its company, if applicable, also understand(s) and agree(s) to defend, indemnify and hold the Village of Heyworth and its officials, officers, employees, assignees and designees harmless from any and all losses, claims, damages, liabilities, and related expenses (including attorney's fees, costs of suit, and charges and disbursements of any counsel or consultant for the Village), including to third parties, which may include, but is not limited to, those incurred by the Village, asserted against the Village by the undersigned or any third party arising out of, in connection with, or as a result of (i) the information submitted by applicant for this Application, (ii) the processing of this Application, (iii) the issuance or denial of a permit, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, including those losses caused by our own negligence, even our sole negligence, whether brought by a third party or by the applicant, and regardless of whether the Village is a party thereto. I understand that my work need not be the sole, proximate, or direct cause of the loss, nor do I need to be at fault, in order for me to be obligated to defend and indemnify in full but rather I need only be the 'but for' cause of the loss in order to be so obligated.

I further agree to provide written notice to the Village of Heyworth of any material change in the information contained in the original application within 30 calendar days of such change (e.g. addresses, telephone numbers, employees, goods, etc.)

ANY MATERIAL MISREPRESENTATION OF INFORMATION OR ANY VIOLATION WILL BE GROUNDS FOR DENIAL OF A PERMIT AND/OR FORFEITURE OF FEES

Signature of applicant

Date

Subscribed and sworn before me
this ____ day of _____, 20__.

Name and Address of Business

FOR OFFICE USE ONLY:	
Date Received: ____/____/____	Received By: _____
Police Department Approval: Y or N	By: _____
License Issued: Y or N	Type of License Issued: _____
Effective Date(s): ____/____/20____ through ____/____/20____	
Fee Paid: \$_____ Surety: Y or N	Hours Permitted: _____ a.m./p.m. to _____ a.m./p.m.
Goods Allowed: _____	

Attachment 1

Employee Information:

Name: _____

Title: _____

Address: _____

DL#: _____

Street Address

DOB: ____/____/____

City, State, Zip

Phone #: () _____

Cell #: () _____

Email: _____

Fax #: () _____

Employee Information:

Name: _____

Title: _____

Address: _____

DL#: _____

Street Address

DOB: ____/____/____

City, State, Zip

Phone #: () _____

Cell #: () _____

Email: _____

Fax #: () _____

Employee Information:

Name: _____

Title: _____

Address: _____

DL#: _____

Street Address

DOB: ____/____/____

City, State, Zip

Phone #: () _____

Cell #: () _____

Email: _____

Fax #: () _____
