

VENDOR FORM

Business/Organization Name _____

Business Type _____

Email: _____

Phone Number: _____

Contact Name: _____

Products you will be selling/promoting: _____

Special request:

Vendor cost: \$85 (includes city permit)

Office Use Only:

Approved

Declined

Notes:

IDEA Hastings will do every thing possible to make sure the event is safe for all. However, accidents do occur. This Release and Waiver of Liability is executed this ____ day of _____ by

(the "Vendor") in favor of IDEA Hastings and its directors, officers, employees, volunteers, and agents. I, the Vendor, hereby freely and voluntarily, without duress, execute this Release under the following terms: Waiver and Release I hereby release and forever discharge and hold harmless IDEA Hastings and its successors and assigns from any and all liability, claims, demands, and causes of action, of whatever kind of nature, either in law or equity, which may hereafter arise from my participation with the _____ Pride Parade and Festival or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with IDEA Hastings. I understand and acknowledge that this Release discharges IDEA Hastings from any liability or claim that I may have against IDEA Hastings, with respect to any bodily or other injury, illness, death, or property damage that may result from my participation. I also understand that IDEA Hastings does not assume any responsibility or obligation to provide financial assistance or other assistance, including, but not limited to, medical, health, or disability insurance, in the event of injury, illness, death, or property damage. I expressly understand and agree that this Release is intended to be as broad and inclusive as permitted by law, and that this Release shall be governed by and interpreted in accordance with the laws of this state, county, city and/or township. I agree that in the event that any clause or

provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release. By signing below, I acknowledge that I have read and understand this Release, and agree to its provisions.

Signature Of Vendor Date

Printed Name Of Vendor

Printed Name Of Business

Transient Merchant/ Temporary Vendor Application

City Code Chapter 115



** A transient merchant/temporary vendor is someone who temporarily sets-up and sells merchandise out of a portable shelter (vehicle, trailer, tent, etc.) or empty store front for less than 14 consecutive days.*

*Permitted selling hours are 7:00 a.m. to 9:00 p.m.

Fees:

_____ One Day	\$30.00
_____ Month	\$100.00
_____ Year	\$225.00

The data you furnish on this application will be used by the City of Hastings in the issuance of your license. Disclosure of this information is voluntary. You are not legally required to provide this data; however, if you fail to do so, the City of Hastings may be unable to process this application. Disclosure of your Minnesota Business Tax ID Number and Social Security Number is required by Minnesota Statutes 270C.72, and your Minnesota Tax ID Number and/or Social Security Number may be requested by and released to the Minnesota Commissioner of Revenue. After submission, all information contained in this application except your Social Security Number will be public information pursuant to Minnesota Statutes, Chapter 13.

Applicant Information

Name:	
Address:	
City/State/Zip:	
Phone:	Cell Phone:
Email Address:	Date of Birth:
Driver's License Number AND Expiration:	
Local Address AND Phone number where you are staying:	
<p>In the past 5 years have you ever been convicted of a felony, gross misdemeanor or misdemeanor for violation of any state or federal statutes or any local ordinances, but excluding traffic violations? Yes _____ No _____</p> <p><i>If yes, please detail the date, place of conviction and nature of offense.</i></p>	
Three most recent locations where you have been issued the same permit:	
1. _____	
2. _____	
3. _____	

Business Information

Name:	
Address:	
City/State/Zip:	
Phone:	Website:
Proposed dates of sales:	
Proposed hours of sales:	
Proposed location of sales (<i>If on private property, a letter of consent from property owner must be attached</i>):	
Name and description of products:	
Vehicle(s) used for this business (<i>If more than one, please list separately</i>):	
Make	Model
<hr/>	
Year	License Plate Number

Additional Required Document

- Color Copy of Driver's License or other form of Identifications.
- Certificate of Insurance.
- For food vendors only:*** Copy of MN Department of Health or Department of Agriculture License.
- If selling on private property,*** a letter of consent from the property owner.

Data Practices Notice

Every city in Minnesota must comply with the Minnesota Government Data Practices Act (MGDPA), which, in conjunction with other state and federal laws, classifies all government data. Government data are classified in different categories depending on whether they are accessible by the public.

Government data means all data collected, created, received, maintained or disseminated by the City regardless of its physical form, storage media or conditions of use. There is a presumption that government data are public and are accessible by the public for inspection and copying unless there is a federal law, state statute or temporary classification of data that provides differently.

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.

I hereby certify that all statements made in this application are true and complete and understand that any misstatements or omissions of material facts may result in disqualification or denial of the license. I agree to abide by the provisions of this application and all applicable City polices and ordinances.

Signature of Applicant

Date

Application Checklist

	Transient Merchant/Temporary Vendor Application.
	Check payable to the City of Hastings. Credit card and cash is also accepted.
	Current Copy of Certificate of Insurance
	Current Color Copy of Driver’s License or Other Form of Identification
	Tennessee Warning
	Ordinance Review Sign Off Form
	<i>If Food Merchant:</i> Copy of Current MN Department of Health or Department of Agriculture License
	<i>If on Private Property:</i> A Letter of Consent from the Property Owner

Return the completed application packet and the required fee to the Deputy City Clerk. Once all required documents have been received and the fee has been paid, the application will be reviewed. Application shall be made at least 10 regular business days before the proposed dates of sale.

Submit Application and Fees to:
 Emily King
 Deputy City Clerk
 101 4th Street East
 Hastings, MN 55033
eking@hastingsmn.gov
 651-480-2343

TENNESSEN WARNING

When the City of Hastings ("City") collects private/confidential data from an individual about that individual, the City is required under Minn. Statute § 13.04, subd. 2, to provide a Tennessee warning Notice. The purpose of this Notice is to enable individuals to make an informed decision about whether to give data about themselves to the City.

Classification of Data Provided

Under Minnesota Statute § 13.41, subd. 2, regulating licensing data obtained by a public entity, names and the designated contact address and telephone number are public data and available upon request. All other information provided on your application prior to licensure approval is classified by law as private data and is accessible to you, but not to the public. Upon license approval, all information provided on your application is public data, EXCEPT for: date of birth, social security, non-designated or secondary contact address and telephone number, financial data, state and federal tax ID's, or data classified under Minnesota Statute § 13.02, subd. 12, as private or subd. 13 as protected nonpublic. Public data is available to any person upon written request to the City.

Purpose and Intended Use

The data requested on each application will be used in determining whether you meet the City's qualifications and requirements for the license you are applying for. If a background check is required, the data from your application will also be used by the City and the Hastings Police Department as required by Hastings City Code § 33.01.

Failure to provide any of the requested information could result in the delay or possible denial of your initial or renewal application. All data collected and stored may be shared upon court order or with other government entities as authorized by law.

I certify that I have read the above questions and that the answers are true and correct to the best of my knowledge.

Signature

Date

**City of Hastings
Acknowledgement of
Review of Ordinance**

I hereby acknowledge that I have read, understand and agree to abide by the regulations set forth in the City's Ordinance associated with the license for which I am applying. Furthermore, I also understand that I must comply with the provisions of all applicable state laws.

Applicant Signature

Date



City of Hastings
101 4th St E
Hastings, MN 55033
Phone: 651-480-2350 Fax: 651-437-7082
www.hastingsmn.gov

LETTER OF CONSENT

This letter hereby authorizes _____ to sell
(Vendor name)
or provide goods or services adjacent to my private property located at
_____. This shall run concurrent with the
(Address of property)

license. If at any time the license expires or is revoked, this consent shall be void. The owner and operator of the vendor business is required to comply with all applicable sections of the City of Hastings Ordinances and State of Minnesota Statutes. Failure to do so will cause license for said location to be revoked.

The vendor agrees to hold harmless the property owner for any claims for damage to property or injury to persons which may be caused by any activity in connection with the issuance of any mobile food vendor license.

Owner of Property

Name _____
(please print)
Signature _____
(owner or legal representative)
Title _____
Phone Number _____
Date _____

Vendor

Name _____
(please print)
Signature _____
(owner of vendor business)
Phone Number _____
Date _____