



**TOWN OF FISHKILL  
OFFICE OF THE TOWN CLERK  
807 Route 52  
Fishkill, NY 12524**

**Phone: (845) 831-7800 ext. 3333 Fax: (845) 831-6040  
Email: btompkins@fishkill-ny.gov**

**PEDDLER AND SOLICITOR LICENSE APPLICATION**

The Peddler and Solicitor Application Form must be submitted to the office of the Town Clerk.

**Application Fee:** \$50.00 non-refundable and must be paid at time of application

The applicable Permit Fee is due to the Town of Fishkill upon the Town Board approving the issuance of the license

<b>License Type</b>	<b>Permit Fee Per Week</b>	<b>Permit Fee Per Month</b>	<b>Permit Fee Per Year</b>
Peddling/Soliciting on foot	\$ 10.00	\$25.00	\$100.00
Peddling Soliciting w/ handcart or pushcart	\$ 25.00	\$50.00	\$200.00
Peddling/Soliciting w/ vehicle (one (1) person)	\$ 25.00	\$50.00	\$200.00
Each additional person	\$ 5.00	\$40.00	\$ 50.00

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**Revised 8/22/2018**



**TOWN OF FISHKILL  
OFFICE OF THE TOWN CLERK**

**PEDDLER AND SOLICITOR LICENSE  
APPLICATION**

FOR OFFICE USE ONLY	
Application No.	_____
Application Fee:	_____
Application Received on:	_____

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

**ALL SECTIONS MUST BE COMPLETED  
IF A PARTICULAR SECTION IS NOT APPLICABLE PLEASE NOTE BY INDICATING N/A IN THE  
APPROPRIATE SECTION OF THIS APPLICATION**

This is a request for a New Peddler and Solicitor License: Yes  No

This is a request for a Renewal of a Peddler and Solicitor License: Yes  No

**APPLICANT 1  
(If more than one (1) Applicant/Worker please list each separately)**

Name: \_\_\_\_\_  
 Residence/Address: \_\_\_\_\_  
 City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Home Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**APPLICANT 2  
(If there are more than two (2) Applicants/Workers please provide each Applicant's/Worker's  
Information on separate sheets of paper and attach to this application.)**

Name: \_\_\_\_\_  
 Residence/Address: \_\_\_\_\_  
 City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Home Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**IF APPLICANT IS A STOCK CORPORATION**

Corporation Name: \_\_\_\_\_  
 City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Phone: \_\_\_\_\_



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**NAME, ADDRESS AND PHONE NUMBERS OF ALL PERSONS SELLING AND/OR  
PEDDLING/SOLICITING  
(IF THERE ARE MORE THAN THREE (3) INDIVIDUALS PLEASE ATTACH SEPARATELY)**

**PERSON 1**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_

**PERSON 2**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/Town: \_\_\_\_\_ State : \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_

**PERSON 3**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_

**PARTICULAR BUSINESS, TRADE OR OCCUPATION FOR WHICH THIS LICENSE IS REQUIRED**

Please describe in detail:

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

**Dutchess County Department of Health Permit Number for the Handling of Food  
Must attach a copy of the permit to this application**

Permit Number: \_\_\_\_\_



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**STATE THE MANNER OR MEANS OF CONVEYANCE IN WHICH THE BUSINESS SHALL BE CONDUCTED**

Motor Vehicle       Pushcart       Door to Door

**If door to door** list **ALL** vehicle types, colors, license plate numbers, persons, times of solicitation, dates of solicitation and roads on which the solicitation will take place

Sunday  Monday  Tuesday  Wednesday  Thursday  Friday  Saturday

Times:

\_\_\_\_\_

List **All** Motor Vehicles (if additional vehicles please attach information to this application):

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

License Plate No.: \_\_\_\_\_

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

License Plate No.: \_\_\_\_\_

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

License Plate No.: \_\_\_\_\_

Streets/ Roads/Neighborhoods: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NAME OF ALL OTHER MUNICIPALITIES IN WHICH APPLICANT HAS BEEN A VENDOR ON THE PRECEDING SIX MONTHS**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**TOWN OF FISHKILL - OFFICE OF THE TOWN CLERK  
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**LICENSE OR PERMIT REQUIRED BY ANY OTHER GOVERNMENTAL OR REGULATORY  
AGENCY IN CONJUNCTION WITH THE APPLICANT'S BUSINESS.**

List License or Permit or Permit required and **attach a copy of License or Permit:**

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

**CONVICTION RECORD STATUS**

Has applicant(s) ever been convicted of any felony for which registration as a sex offender is required?

Yes  No  If yes, state the nature of the felony

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

**COMPLIANCE**

If the License requested herein is granted, the Applicant consents and agrees to conduct the aforesaid business of activity pursuant to all terms, conditions and regulations of the Town of Fishkill Town Code Chapter 112, and all other applicable rules, regulations and laws of the Town of Fishkill.

**APPLICANT CERTIFICATION**

I certify that the facts contained on this application and attached hereto are true and complete to the best of my knowledge.

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

Signature: \_\_\_\_\_

**NOTARY PUBLIC**

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public Signature: \_\_\_\_\_

Notary Public Stamp:

\_\_\_\_\_



**TOWN OF FISHKILL - OFFICE OF THE TOWN CLERK  
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**APPLICANT HECKLIST**

- Application Fee
- Driver's Licenses of **ALL** participants
- Notarized letter of permission from property owner for use of private property:
- Dutchess County Department of Health Permit to Handle Food
- Certificate of Insurance and Certificate of Worker's Compensation Insurance as outlined in the Town of Fishkill Insurance Requirements included in this application.
- Signed Hold Harmless Agreement included in this application.

**FOR OFFICE USE ONLY  
TOWN CLERK CHECKLIST**

- Driver's Licenses of ALL participants
- Notarized letter of permission from property owner for use of private property:
- Dutchess County Department of Health Permit to Handle Food
- Certificate of Insurance and Certificate of Worker's Compensation Insurance
- Application Fee

Hold Harmless Agreement Signed by Applicant

**Town Board Action**

Approved on: \_\_\_\_\_ Denied on: \_\_\_\_\_

Date Fee Paid Following Board Approval: \_\_\_\_\_ Fee Amount: \_\_\_\_\_



**TOWN OF FISHKILL - OFFICE OF THE TOWN CLERK  
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**INSURANCE REQUIREMENTS**

The Contractor will be required to provide proof of insurance as set forth below:

- A. The Contractor shall as its sole expense, maintain the following insurance on its own behalf, and furnish to the Owner Certificates of Insurance evidencing same and reflecting the effective date of such coverage as follows:
- a. **Commercial General Liability Policy**, with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate for Bodily Injury and Property damage which shall not exclude coverage for:
    1. Products/Completed Operations;
    2. Independent Contractors;
    3. Commercial General Liability and Auto Liability;
    4. Contractual Liability;
    5. XCU.

A per-job site endorsement shall be in force. Self-insured retentions in excess of \$25,000 per occurrence or claim shall be stated on the certificate of insurance or policy endorsement provided as proof of insurance. Owner reserves the right to require proof of financial security on larger self-insured retentions or deductibles.

- b. **Automobile Liability**: hired and non-owned liability coverage along with specific coverage for any owned or leased vehicle used at job site in the amount of \$1,000,000 for Bodily Injury and .or property Damage.
- c. **Umbrella Liability** with limits of no less than \$5,000,000 per occurrence and in aggregate on a follow-form or better basis over underlying General, Auto Liability, Employer's Liability and, if applicable, Professional Liability.
- d. **Worker's Compensation and Employers Liability Policy**. New York statutory coverage. A minimum of \$1,000,000 each claim, \$1,000,000 per disease and in aggregate shall be provided for Employers liability coverage. Worker's Comp C-105.2 or CE-200 exemption form is required. SI-12 form is required if self-insured.
- e. **Disability Insurance**: New York statutory coverage. Provide DB-120.1 form or if exempt, a CE-200 form. DB-155 is required if self-insured.
- f. **Professional Liability** (if applicable) with limits no less than \$1,000,000.



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**INSURANCE REQUIREMENTS  
 (CONTINUED)**

- g. **Environmental Impairment Liability:** If the contract requires handling, abating, or transporting or migrating hazardous or toxic substances of any type, including but not limited to fuel oil, with limits not less than \$5,000,000 per occurrence and in aggregate for Bodily Injury, Property damage and Clean Up and Removal.
- B. The Town of Fishkill and its assigns, officers, employees, representatives and agents shall be named as an "Additional Insured" on the General Liability and Auto Liability policies and the
- Certificates of Insurance shall show this applies to the General Liability and Auto Liability coverage on the certificate. On the General Liability, ISO Additional Insured Endorsement CG 20 10 07/04 and CG 2037 07/04 or an endorsement providing equivalent or broader coverage shall apply. For items a, b, c, f and g above ACORD certificate or equivalent is required. The certificate of insurance shall provide that ten (10) days written notice prior to cancellation or expiration shall be given to the Town of Fishkill.
- C. Cancellation of insurance or failure to renew insurance, if such occurs prior to the commencement of work or during the performance of work under this contract, shall constitute a material breach of contract if not cured as described in paragraph D below. If Contractor is notified by its insurer that Contractor's general liability policy has been cancelled or will be cancelled any time within the next thirty (30) days for any reason including but not limited to non-payment of premiums, Contractor shall immediately cease all work under this agreement, and shall give the Town of Fishkill same day or next day business day written notice of such cancellation or threatened cancellation by personal delivery of such notice to the Town Clerk. A copy of such written notice shall also be sent to the Town Attorney by personal delivery, email or facsimile transmission. Failure to provide such notice as provided herein shall constitute a material breach of contract and in such event; the Town of Fishkill may in its sole discretion withhold any payment otherwise due under contract. The Town of Fishkill reserves the right, as a condition of final payment or any installment payment, to require the Contractor to provide proof that Contractor maintained the required insurance throughout the performance of the work to be performed under this agreement.
- D. Any policy that lapses, expires or is cancelled during the term of the work shall be renewed, and proof of such renewal shall be sent by the Contractor and received by the Town of Fishkill no less than ten (10) days prior to lapse, expiration or cancellation of the original policy.
- E. The Town of Fishkill reserves the right to request copies of actual policies and endorsements to verify coverage.



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**INSURANCE REQUIREMENTS  
(CONTINUED)**

- F. The term "Contractor" shall mean and include Subcontractors of every tier.
- G. Each insurance policy shall be written on a primary and non-contributing coverage basis, including any self-insured retention.
- H. Tools and equipment: Contractor is responsible for insuring the value of the Contractor's own tools, equipment and materials brought, stored or operated at the job site. The Town of Fishkill is not responsible if any of these items is lost, stolen or destroyed.
- I. To the extent permitted by New York law, the Contractor waives all rights of subrogation or similar rights against Town of Fishkill, assigns, officers, employees, representatives and agents.
- J. The cost of furnishing the above insurance shall be borne by the Contractor. There will be no direct payment for this work. Cost will be deemed to have been included in the price bid or proposed for all scheduled items.
- K. Each policy of insurance shall contain clauses to the effect that such insurance (except NYS Disability, Worker's Comp, and professional liability insurance, if any) shall be primary without right of contribution of any other insurance carried by or on behalf of the Town with respect to the Town's interest. Not with standing anything to the contrary, Contractor irrevocably waives all claims against the Town for all losses, damages, claims or expenses resulting from risks that are commercially insurable, but Contractor's provision of insurance coverage shall not limit in any way Contractor's liability under this agreement.
- L. Failure to provide insurance, lack of insurance or inadequate limits of insurance does not limit in any way Contractor's obligations to reimburse insured parties.
- M. Any accident shall be reported to the office of the Town Supervisor as soon as possible and no later than 24 (twenty-four) hours from the time of such accident. A detailed written report must be submitted to the Town of Fishkill as soon as possible and not later than three (3) days after the date of such accident.



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**HOLD HARMLESS AGREEMENT**

\_\_\_\_\_ does hereby covenant and agree to defend, indemnify and hold harmless the Town of Fishkill, its Board, employees and volunteers from and against any and all liability, loss, damages, claims or actions (including costs and attorney's fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed peddler or solicitor issued/requested here in.

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

Signature: \_\_\_\_\_

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