



Town of Queensbury

TOWN OF QUEENSBURY

742 Bay Road

Queensbury, NY 12804

(518) 761-8234

PEDDLERS /SOLICITORS APPLICATION

DATE:

APPLICANT'S NAME:

ADDRESS:

(PERMANENT HOME RESIDENCE AND BUSINESS ADDRESS)

1) Federal ID#: _____

2) N.Y. State Sales Tax#: _____

3) Beginning Date for License: _____

Ending Date for License: _____

- 4) Description of goods, wares, commodities or services to be offered for sale or to be used for the purpose of bidding for services. Included shall be the brand name, manufacture (including address) and distributor of goods (including address) and commodities and the name, publisher and distributor of all books, magazines or periodicals to be offered for sale.

5) Other information to be provided:

- A. If application is filed by an agent, the name of the firm/association or person represented in written authorization by the firm authorizing the representation**
- B. Authorization of an agent to receive service of summons including name and address**
- C. The application must be appended to a document of authorization from the firm which the applicant purports to represent.**

Signature:

Date:

- (a) It is determined that a material misrepresentation was made in the application or supporting materials seeking designation as a convention, sports or exhibits center.
- (b) The applicant, its agents, employees or contractors fail to comply with federal, state and/or local laws in relation to the facility or any events held thereat.

B. Owner responsibilities.

- (1) The owner of the convention, sports or exhibits center is responsible for any and all federal, state and town permits and/or licenses necessary for an event.
- (2) The owner shall provide the Town Board with notice 30 days before each and every scheduled event.

§ 160-7. Peddlers/solicitors license requirements.

A. Application. All peddlers/solicitors, except those exempted from this chapter (see § 160-6), shall be required to obtain a license from the Town Clerk.

- (1) The application as provided by the Town Clerk shall contain the following information and material:
 - (a) The name of the applicant.
 - (b) The applicant's federal employee identification number or social security number.
 - (c) The applicant's New York State sales tax number.
 - (d) The applicant's permanent home residence and business address, if any.
 - (e) If the application is filed by an agent, the name of the firm/association or person represented and written authorization by the firm authorizing the representation.
 - (f) The number of weeks and the beginning and ending date for which the license is requested.
 - (g) A description of the goods, wares, commodities or services to be offered for sale or to be used for the purpose of bidding for services. Included shall be the brand name, manufacturer (including address) and distributor of goods (including address) and commodities and the name, publisher and distributor of all books, magazines or periodicals to be offered for sale.
 - (h) Authorization of an agent to receive service of summons, including name and address.
- (2) The application must be appended to a document of authorization from the firm which the applicant purports to represent.

- (3) Before a license can be issued, the applicant must provide a bond, letter of credit or cash required by this chapter. (See § 160-7C.)
 - (4) At the time of application, the applicant shall pay the fee set forth in § 160-7B.
- B. License fee; duration. All licenses for peddlers/solicitors shall be subject to the following time constraints and fee schedule:
- (1) A fee of \$15 per week shall be paid to the Town Clerk prior to issuance of the license.
 - (2) Each applicant for a peddlers/solicitors license shall be limited to one license per year.
 - (3) The maximum licensing period for a peddlers/solicitors license shall be 32 weeks per calendar year per application. (A calendar year will run from January 1 to December 31.) [Amended 7-21-2008 by L.L. No. 6-2008]
- C. Bond or certified funds. Before any license authorized herein shall be issued, the applicant shall file with the Town Clerk proof of a bond executed by a surety company or insurance company licensed to do business in the State of New York or an irrevocable one-year letter of credit issued by a licensed banking institution in the sum of \$5,000 for the purposes of saving harmless the citizens of the Town of Queensbury from any and all damages which may be incurred by said citizens as a result of false or fraudulent unlawful sales practices by any person licensed hereunder. In lieu of the foregoing bond or irrevocable letter of credit, cash or certified funds in the amount hereinbefore set forth shall be deposited with the Town Clerk. Such funds shall be held for a period of one year from the expiration of the license. Interest earned shall be the property of the applicant. The funds shall be used to satisfy any judgment obtained in judicial proceedings for damages incurred by citizens of the Town of Queensbury as a result of false, fraudulent or unlawful sales practices by any person licensed hereunder.

§ 160-8. Transient merchant/transient merchant market license requirements.

- A. Application. All transient merchants/transient merchant markets, except those exempt from this chapter (see § 160-6), shall be required to obtain a license from the Town Board.
- (1) Application. Written application for a license to operate a transient merchant/transient merchant market shall be provided by the Town Clerk and submitted to the Town Board at least 60 days prior to the commencement of operation by filing the application as provided by the Town Clerk during regular business hours. The application shall contain the following information:
 - (a) The name of the applicant.
 - (b) The applicant's federal employee identification number.
 - (c) The applicant's New York State sales tax number.
 - (d) The location of the proposed market.

§ 160-12. Severability.

If for any reason any section or part or parts of any section of this chapter shall be declared unconstitutional or beyond the power the Town to enact, such facts shall not affect or impair in any way any other provisions of this chapter, but such other provisions shall be in full force and effect.

§ 160-13. Revocation of license. [Added 4-17-1995 by L.L. No. 7-1995]

- A. Causes. Licenses issued under the provision of this chapter may be revoked by the Town of Queensbury Town Board, after notice and hearing, for any of the following causes:
- (1) Fraud, misrepresentation or false statement contained in the application for the license.
 - (2) Fraud, misrepresentation or false statement made in the course of carrying on his business as solicitor or transient merchant.
 - (3) Any violation of this chapter.
 - (4) Conviction of any crime or misdemeanor.
 - (5) Conducting the business of solicitor or transient merchant in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.
 - (6) Complaint received by the Town in violation of a no-soliciting sign on a private residence or business.
- B. Hearing. Notice of hearing for revocation of a license shall be given in writing, setting forth specifically the grounds of complaint and the time and place of hearing. Such notice shall be mailed to the licensee at his last known address at least five days prior to the date set for hearing.

§ 160-14. Enforcement; penalties for offenses. [Added 4-17-1995 by L.L. No. 7-1995; amended 6-5-1995 by L.L. No. 8-1995]

- A. Each violation of this chapter or of any regulation, order or rule promulgated thereunder shall be punishable by a fine not exceeding \$950 for each offense. Each day a violation continues shall be a separate offense. In addition to such fine(s), any transient merchant who shall operate without the required license shall be required to pay the license fees such transient merchant would have been required to pay if such transient merchant had properly obtained such license. The payment of such license fee(s) shall not be a fine but restitution to the Town of revenues that should have been paid. [Amended 5-17-2004 by L.L. No. 3-2004; 5-16-2005 by L.L. No. 2-2005]
- B. In case any transient merchant shall erect, construct or maintain a transient merchant business or use any building, structure or land or sites in violation of this chapter or other permit or approval issued or made hereunder, the Code Compliance Officer or other

SureTec Insurance Company
2103 CityWest Blvd, Ste 1300 Houston, TX 77042

Rider

TO BE ATTACHED AND FORM A PART OF:

Bond Number:

Issued by: _____

In favor of (Obligee): Town of Queensbury

On behalf of (Principal): _____

In consideration of the premium charged, it is understood and agreed that:

Effective Date: _____

The following individuals are covered: _____

PROVIDED, HOWEVER that the liability of SureTec Insurance Company under the attached as changed by this Rider shall not be cumulative.

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions, agreements or warranties of the above mentioned bond, other than as stated above.

Signed this 27th day of February, 2023
SureTec Insurance Company, Surety

By: 
David Gonsalves (Attorney in Fact)



POA #: _____

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Two Million and 00/100 Dollars (\$2,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 17th day of September, A.D. 2020.

SURETEC INSURANCE COMPANY

By: _____



State of Texas ss:
County of Harris

On this 17th day of September, A.D. 2020 before me personally came _____, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Notary Public
My commission expires September 10, 2024

I, M _____ of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this _____ day of _____, A.D.

Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

Standard Contract Insurance Requirements

INSURANCE

Contractor/vendor shall not commence work under this contract until he has obtained all insurance required under the following paragraphs and such insurance has been approved by the Town of Queensbury.

WORKERS' COMPENSATION INSURANCE

Contractor/vendor shall take out and maintain during the life of this contract, workers' compensation insurance and employer's liability insurance for all of his employees employed at the site of the project. WC Forms C105.2 is mandatory and, C105.32 or C105.51 can be supplied if applicable. Statutory Limits to ~~apply and a Waiver of Subrogation~~ shall be included on behalf of the Town of Queensbury.

GENERAL LIABILITY INSURANCE

Contractor/vendor shall take out and maintain during the life of the contract, such bodily injury liability and property damage liability insurance as shall protect him and the Town from claims for damages for bodily injury including accidental death, as well as from claims for property damage which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. It shall be the responsibility of the contractor/vendor to maintain such insurance in amounts sufficient to fully protect himself and the Town but in no instance shall amounts be less than those set forth below. These amounts are specified only to establish the minimum coverage acceptable.

Bodily injury liability insurance in amounts not less than \$1,000,000 (one million dollars) for injuries, including wrongful death, to any one person(s). \$2,000,000 (two million dollars) aggregate.

Property damage liability insurance in an amount of not less than \$1,000,000 (one million dollars) for damages on account of any one occurrence.

Or combined single limit of liability in amounts of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) aggregate.

OTHER CONDITIONS GENERAL LIABILITY INSURANCE

1. Coverage shall be written on comprehensive general liability form.
2. Coverage shall include:
 - A. Contractual liability;

- B. Independent contractors;
 - C. Products and completed operations.
 - D. Primary, Non-Contributory Coverage to Apply
 - E. A Waiver of subrogation shall be included on behalf of the Town of Queensbury
3. The "Town of Queensbury, 742 Bay Road, Queensbury, New York" shall be added to the Comprehensive General Liability Policy as "Additional Insured."

AUTOMOBILE LIABILITY INSURANCE

Automobile bodily injury liability and property damage liability insurance shall be provided by the contractor/vendor with a minimum combined single limit (CSL) of \$1,000,000 (one million dollars).

OTHER CONDITIONS OF AUTOMOBILE LIABILITY INSURANCE

- 1. Coverage shall include:
 - A. All owned vehicles;
 - B. Hired car and non-ownership liability coverage;
 - C. Statutory no-fault coverage.
 - ~~D. Primary, Non-Contributory Coverage to Apply~~
 - ~~E. A Waiver of subrogation shall be included on behalf of the Town of Queensbury~~

UMBRELLA LIABILITY

- 1. Each Occurrence and Aggregate of \$5,000,000 (five million dollars).

CERTIFICATE OF INSURANCE

The Contractor/vendor shall file with the Town of Queensbury prior to commencing work under this contract, a certificate of insurance to be delivered to the Town of Queensbury Town Clerk's Office.

1. Certificate of Insurance shall include:
 - A. Name and address of insured
 - B. Issue date of Certificate
 - C. Insurance Company name
 - D. Type of coverage in effect
 - E. Policy number
 - F. Inception and expiration dates of policies included on certificate
 - G. Limits of liability for all policies included on certificate
 - H. Certificate holder shall be the Town of Queensbury, 742 Bay Road, Queensbury, New York 12804 and named as additional insured.
2. If any of the contractors/vendor's policies of insurance are canceled or not renewed during the life of the contract, immediate written notice of cancellation or non-renewal shall be delivered to the Town no less than 30 days prior to the date and time of cancellation or non-renewal. The Town shall be provided with a new certificate indicating the replacement policy information as requested above.

INDEMNIFICATION CLAUSE

The Contractor/Vendor agrees to protect, indemnify and save harmless the Town of Queensbury against any and all claims, suits and demands which the Contractor/Vendor and or the Town of Queensbury may suffer because of the operation or actions of the Contractor/Vendor, its agents or employees, including but not limited to its failure to properly perform the work under the purchase order, its failure to maintain any policy of insurance required by this purchase order, its failure or refusal to provide any forms, certificates or documentation required by this agreement or law.



 Translate ▼

New York State Department of Veterans' Services

(/)

Make an appointment: [1-888-838-7697 \(tel:1.888.838.7697\)](tel:1-888-838-7697)

Veterans Crisis line: [988 \(tel:988\)](tel:988), Press 1

New York State Vendor's License

New York State Veterans with other than dishonorable discharges from the United States Armed Forces are eligible to apply for a free lifetime Veterans Vendor's License provided the Veteran served overseas in peace or war.

This license provides Veterans and surviving spouses with the right to vend, and sell goods, wares or merchandise, or solicit trade on the highways within a specific jurisdiction.

The permit does not supersede any restrictions placed by City, Town, or Village Clerks except that City, Town, or Village Clerks may not charge Veterans and surviving spouses a fee for a vendor's license. The County Clerks are responsible for issuing the licenses. An additional no-fee license may be necessary depending on the City, Town, or Village.

For specific information about obtaining a Veteran Vendor's License, please contact your County Clerk's Office. Then contact your local City, Town, or Village Clerk's office to