

Town of Rib Mountain

227800 Snowbird Avenue, Wausau WI 54401, (715) 842-0983

DIRECT SELLERS REGISTRATION FORM

Complete the application in its entirety. Check the appropriate box for the permit term which you are applying for. The listed permit terms are consecutive-day periods. 120 days maximum per year, per applicant and/or organization.

30 Days @ \$50 60 Days @ \$100 90 Days @ \$150 120 Days @ \$200

DATE(S) & TIME(S) OF SALE: _____

Type of Merchandise for Sale: _____

Applicant's Name: _____

Permanent Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: (____) _____ Date of Birth: ____/____/____

Drivers License Number: _____ Issuing State: _____

Organization you are representing: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: (____) _____

Address from where you will be selling: _____

Business/Property Owner: _____

Business/Property Owner's Telephone Number: (____) _____

How will these goods and/or services be offered or delivered? Check all that apply.

From a motor vehicle. (Make, model, license number.) _____

From a trailer. (Type, size, license number.) _____

From a tent or temporary shelter. (Size and description.) _____

*All vehicles, tents and shelters are subject to a safety inspection by the SAFER District.

Last 3 locations where you conducted similar business: _____

Address and phone number where can you be contacted within 7 days after leaving town: _____

Within the past 5 years, have you been convicted of any crime or ordinance violation related to you conducting your business? Yes___ No___

If yes, provide details: _____

Do you have a State Seller's permit? Yes___ No___

Do you have any other required State permits? Yes___ No___

If yes, what type? _____

If handling food, do you have a Health Department or Department of Agriculture Certificate?

N/A ___ Yes ___ No ___

The applicant hereby testifies to the accuracy and truthfulness of the above noted statements, and agrees to abide by all rules, laws and other regulations as may be applicable. The applicant also hereby appoints the Clerk of the Town Of Rib Mountain as the agent to accept service of process in any civil action brought against the applicant arising out of any sale or service performed by the applicant in connection with the direct sales activities of the applicant, in the event the applicant cannot, after reasonable effort, be served personally. Falsification of any statements may result in the revocation of a Direct Sellers Permit.

Signature: _____ Date: _____

****FOR OFFICE USE ONLY****

Direct Sellers application fee paid: \$50 \$100 \$150 \$200

Receipt Number _____ Date: _____

Investigation and/or recommendation of CEO: _____

Application approved by CEO: Yes ___ No ___

Signature: _____ Date: _____ *Rev*

TOWN OF RIB MOUNTAIN
DIRECT SELLER RULES AND RESTRICTIONS

The following shall apply to the permit holder, their employees and agents.

(a) Prohibited Practices

1. A direct seller shall not misrepresent or make false, deceptive or misleading statements concerning the quality, quantity or character of any goods offered for sale; the purpose of their visit, their identity or the identity of the organization they represent. A charitable organization direct seller shall specifically disclose what portion of the sale price of goods offered will actually be used for the charitable purpose for which the organization is soliciting. Such portion shall be expressed as a percentage of the sale price of the goods.
2. No direct seller shall make any loud noises or use any sound amplifying device to attract customers if the noise produced is capable of being plainly heard outside a 100' radius of the source.
3. No direct seller shall allow rubbish or litter to accumulate in or around the area in which he is conducting business.
4. No direct seller shall conduct sales in a period not specifically noted on the permit.
5. Connection of a vending unit to a public source of electricity, water or sewer is prohibited.

(b) Display. Definition: Display Size includes footprint area of any vehicle and any display that is outside of the vehicle footprint.

1. Display Size shall not exceed 300 square feet of area.
2. Any display shall not have more than one (1) vehicle.

(c) Location Regulations and Restrictions

1. A direct seller shall be prohibited from calling or conducting business at:
 - a. Any dwelling or other place where a sign is displayed bearing the words "No Peddlers", "No Solicitors", or words of similar meaning.
 - b. The rear door of any dwelling place, or remaining on any premises after being asked to leave by the owner, occupant, or other person having authority over such premises.
2. No direct seller shall impede the free use of sidewalks and streets by pedestrians and vehicles. Where sales are made from vehicles, all traffic and parking regulations shall be observed.

3. No permit issues under this chapter authorizes the holder to vend in any public park including driveways, parking areas, and public right of way within city parks.
4. Minimum Setbacks:
 - a. The direct seller's vehicle and/or display must maintain a minimum setback from any front or street side lot line a minimum of 25 feet.
 - b. The direct seller's vehicle and/or display must maintain a minimum setback from any side or rear lot line a minimum of 10 feet.
 - c. The direct seller's vehicle or display is prohibited from being placed within the required vision clearance triangle per RMMC Section 17.173.

(d) Signage & Display Regulations

1. Temporary signs used by sellers must comply with the provisions of chapter 17.217 of this code.
2. No direct seller shall allow any sign, display, merchandise, equipment or vehicle to obstruct the view of any driver on a public street or way.
3. No direct seller shall leave any sign, display, merchandise, equipment or vehicle overnight on any property without receiving prior authorization from the Town.

(e) Disclosure Requirements.

1. After the initial greeting, and before any other statement is made to a prospective customer, a direct seller shall expressly disclose his name, the name of the company or organization he is affiliated with, if any, and the identity of goods or services he offers to sell.
2. If any sale of goods is made by a direct seller, or any sales order for the later delivery of goods is taken by the seller, the buyer shall have the right to cancel such transaction if it involves the extension of credit or is a cash transaction of more than \$25, in accordance with the procedure as set forth in §423.203(1)(a), (b), (c), (2) and (3), Wis. Stats.
3. If the direct seller takes a sales order for the later delivery of goods, he shall, at the time the order is taken, provide the buyer with a written statement containing the terms of the agreement, the amount paid in advance whether full, partial or no advance payment is made, the name, address and telephone number of the seller, the delivery or performance date and whether a guarantee or warranty is provided and, if so, the terms thereof.
4. Possession/Display of Permit. Direct sellers shall at all times when engaging in direct sales activities, have on their person and/or visibly displayed to the public, the permit issued pursuant to this section, as well as photo identification. Direct sellers shall show their permit to sell issued by the Town of Rib Mountain, as well as photo identification upon request.

I have read, understand and agree to the above listed Direct Seller rules and restrictions for the Town of Rib Mountain. Furthermore, I understand and agree that any violation of these rules and restrictions can result in the current and/or future revocation of a Direct Seller's Permit from the Town of Rib Mountain.

Signed: _____ Date: _____

rev 03/14