

Door-to-Door Sales (Dwellings in the Municipality of Hastings Highlands)

Business Licence Application & Door-to-Door Sales Agreement

The personal information on this form is collected under the authority of the *Municipal Act, 2001*, and the Business Licence Policy, as amended and will be used for the purposes administering, licensing, regulating and governing Vendors, Mobile Food Vendors, Public Markets and Door-to-Door Sales in the Municipality of Hastings Highlands and in accordance with applicable laws and regulations. Questions about this collection should be directed to the Municipal Clerk, clerk@hastingshighlands.ca, Tel. 613-338-2811 ext. 277.

Door-to-Door Sales – Business Information

Business Ownership: Note: If Sole Proprietorship or General partnership please include Business Name Registration. If a Corporation please provide Corporation documents and list of directors with application.

Sole Proprietorship General Partnership Corporation **Date:**

Business Name:

Business Address:

Mailing Address (if different than physical address):

Phone Number:

Email Address:

Application Information

Note: If more than one applicant, please include a list of owners and their full contact information on another sheet and attach to application

Name:

Phone Number:

Address:

Mailing Address (if different than physical address):

Email Address:

How should municipal staff contact you in regard to this application and any future business licence correspondence? by phone by email by both phone and email

Additional Information

Location(s) of Door-to-Door Sales:

Door-to-Door Sales Term of Licence: Per Day 1 Month 3 Months 6 Months

*One Licence required per Application/Operation

Door-to-Door Sales - Operation Start Date:

Door-to-Door Sales - Operation End Date:

Door-to-door Sales - Operating Hours/Day(s) of the Week:

Please Note: Door-to-Door Sales are to operate between the hours of 6:00 PM and 8:00AM and are not permitted to operate on Sundays or statutory holidays

Door-to-Door Sales - Acknowledgement and Agreement

Please read and initial that you understand and acknowledge the following:

I have read the applicable Business Licence Policy, bylaws and legislation and understand my responsibilities as a Door-to-Door Sales Person

I acknowledge and agree to ensure that all Employee(s) conducting door-to-door sales will obtain and wear at all times and identification badge

Acknowledgement of Applicant/Director

Date (YYYY MM DD)

Indemnification and Save Harmless

The Licensee shall defend, indemnify and save harmless the Municipality of Hastings Highlands, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Licensee, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the Licence. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Licensee in accordance with this Policy. The Licensee agrees to defend, indemnify and save harmless the Municipality of Hastings Highlands from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Supplier's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Supplier in accordance with this Contract and shall survive this Contract.

The Licensee both during and after the term of the Licence or renewed Licence, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the Municipality, its elected officials, officers, employees, volunteers, agents, and all respective heirs, administrators, executors, successors and assigns from any and all losses, damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any Person, organization or entity), fines, penalties and surcharges, liabilities (including, but not limited to, any and all liability for damage to property and injury to Persons, including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind (including, but not limited to, proceedings of a criminal, administrative or quasi criminal nature) and expenses (including, but not limited to, legal fees on a substantial indemnity basis), which the Municipality may suffer or incur, howsoever caused, provided such losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind and expenses as defined above are due or claimed to be due to the negligence, breach of contract, and/or breach of law of the Licensee.

Acknowledgement of Applicant/Director

Date (YYYY MM DD)

Door-to-Door Sales Item Description List

Name of Door-to-Door Sales Operation (Business Name)	Description of Items for Sale

Door-to-Door Sales Application Guide

APPLICATION GUIDELINES - The following pages do not need to accompany the application form

Door-to-Door Sales - List Guide

1. Please complete the "Door-to-Door Sales Description List" to be submitted as part of your application for a Door-to-Door Sales Licence
2. **Important Note:** Ontario has banned the unsolicited door-to-door sales of certain household appliances. For more information visit: <https://www.ontario.ca/page/door-door-sales-and-home-service-contracts>

Business Licence Fees – Door-to-Door Sales

- Business Licence Fees shall be charged in accordance with the Municipality's User Fees and Service Charges Bylaw
- Inspections/Reports/Letters that are issued by Municipal Department's (Fire, Building etc.) in support of a Business Licence application shall not be charged the applicable fee(s) listed in the Municipality's User Fees and Service Charges Bylaw
- Additional fees may be incurred by the applicant for third-party inspections, certificates and approvals (ie. HPEPH Inspection). Fees for these services are to be paid direct to the vendor/supplier
- In accordance with the Municipality's Business Licence Policy, Business Licence fees will not be prorated or refundable
- Payment for a Business Licence can be made in the following ways:
 - Cash (In-Office)
 - Debit (In-Office)
 - Cheque (Payable to the Municipality of Hastings Highlands)

DOOR-TO-DOOR SALES - APPLICATION REQUIREMENTS

The below requirements outline what documents Door-to-Door Salesperson(s) (Businesses/Corporations) are responsible for:

Required Document(s)	
Commercial General Liability Insurance	Required for the Business/Corporation/Organization conducting Door-to-Door Sales (Not for individual sales persons)
Door-to-Door Description List	Complete the attached "Door-to-Door Description List"
A list of Employees conducting the Door-to-Door Sales	To contain the full first and last name of the employee
Valid Photo Identification for each Employee conducting Door-to-Door Sales	At minimum one (1) piece of government issued i.d. for each employee conducting Door-to-Door Sales
A Vulnerable Sector Check for each Employee conducting Door-to-Door Sales that has been issued within one year of the application	One (1)Vulnerable Sector Check for each Employee conducting Door-to-Door Sales that has been issued within one year of the application

Important Note:

- Each individual Employee performing Door-to-Door Sales shall obtain and wear at all times an identification badge
- Door-to-Door Sales are to operate between the hours of 6:00 PM and 8:00AM and are not permitted to operate on Sundays or statutory holidays