

VENDING MACHINES WITHIN THE PUBLIC RIGHT-OF-WAY
SECTION 6.22 GENERAL ORDINANCE
CITY OF GREEN BAY, WISCONSIN

1. TYPE OF APPLICATION	2. APPLICANT	
NEW RENEWAL AMENDED (NO FEE)	COMPANY NAME	
	CONTACT PERSON	
	ADDRESS	
	CITY	
	PHONE	

3. LOCATION OF NEWSPAPER VENDING MACHINES (Attach additional sheets as necessary)
(Example: Southwest Corner of Mason St. and Twelfth Street; South Side of Mason Street approximately 120' West of Oneida Street)

4. CONDITIONS

1. This permit is valid for a period of one year and must be renewed annually.
2. This permit is valid only for those locations described in item number three (3) above.
3. Additional locations may be added during the permit year by submitting an amended permit application. The amended permit must be reissued prior to placement of the newspaper vending machine(s) at the additional locations(s). An amended permit shall expire on the same date as the original permit. There are no fees required for an amended permit.
4. If the permit is not renewed, all newspaper vending machines shall be removed by the day following the expiration date of the permit.
5. A certificate of insurance pursuant to Sections 15.66(2) and 15.66(3)(a) of the Code of Ordinances for the City of Green Bay, Wisconsin shall be provided and approved prior to issuance of the permit.
6. The hold harmless agreement on the reverse side of this permit shall be executed and approved prior to issuance of the permit.
7. Failure to comply with all provisions set forth hereon and in the ordinance may result in penalties as provided for in Section 6.3 of the Code of Ordinances for the City of Green Bay, Wisconsin.

5. SIGNATURES

I/We have read the above conditions and Section 6.22 of the Code of Ordinances for the City of Green Bay, Wisconsin and hereby agree to comply with all provisions set forth in the conditions and the ordinance.

Signature

Date

Title

6. APPROVALS

Application approved by Common
Council on _____
Date

OFFICE USE ONLY	
FEES PAID	
AGREEMENT EXECUTED	
INSURANCE APPROVED	

Director of Public Works

Date

In accordance with Section 6.22 of the code of Ordinances for the City of Green Bay, Wisconsin, this permit is hereby approved and issued.

**THIS PERMIT EXPIRES ONE YEAR
FROM DATE OF ISSUANCE**

City Clerk

Date

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

WHEREAS, the Common Council of the City of Green Bay has enacted an ordinance permitting the placement of free-standing vending machines in public right-of-way in the City of Green Bay, Brown County, Wisconsin; and,

WHEREAS, _____ has made an application for a permit to locate freestanding vending machines on public right-of-way in the City of Green Bay; and,

WHEREAS, the vending machine ordinance requires that the applicant execute a hold harmless agreement relieving the City of Green Bay from any and all liability growing out of the placement of such free-standing vending machines:

IT IS AGREED BY AND BETWEEN THE CITY OF GREEN BAY AND _____ that the following indemnification and hold harmless agreement is hereby entered into:

1. That the _____ will furnish the City of Green Bay with a certificate of insurance on a form supplied by the City of Green Bay showing that the _____ has adequate liability insurance as required by the Code of Ordinances of the City of Green Bay and as they may be thereafter modified by Council action.

2. That the _____ hereby undertakes to indemnify and hold harmless the City of Green Bay from any and all liability, loss or damage the City of Green Bay may suffer as the result of claims, demands, costs, judgments, or legal fees against the City arising out of the placement of free-standing vending machines on various street locations and public right-of-way in the City of Green Bay, Brown County, Wisconsin, by the _____.

3. That the _____ further agrees that it will waive any and all claims against the City of Green Bay, its agents, employees, or servants as a result of any damage to the free-standing vending machines while located on the public right-of-way in the City of Green Bay.

4. That this indemnification and hold harmless agreement shall commence on the date of the execution hereof by the _____ and shall continue in full force and affect to coincide with the issuance of a permit by the City of Green Bay to the _____ for the placement of freestanding vending machines in public right-of-way within the City of Green Bay.

Further, the City of Green Bay agrees that it will modify the _____ in writing within a reasonable time at the offices of the _____ of any claim made against the City of Green Bay as a result of the placement of free-standing machines in public right-of-way in the City of Green Bay.

IN WITNESS WHEREOF, the _____ has executed this agreement this _____ day of _____, _____, and hereby agrees to become bound by all provisions hereof.

BY: _____
Company Representative

ATTEST: _____
Witness

The foregoing Indemnification and Hold Harmless Agreement is hereby accepted by the City of Green Bay on this _____ day of _____, _____.

CITY OF GREEN BAY

BY: _____
Mayor

ATTEST: _____
Clerk