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Application for a Business Licence - Mobile Business

200 King St W - 2nd Floor, Kitchener, Ontario N2G 4G7

licensing@kitchener.ca P: 519-741-2200-2275 F: 519-741-2705

www.kitchener.ca/businesslicensing

Definition: "Mobile Business" means any Business that is operated from place to place offering or providing a product or service and that would be covered by one of the schedules of this By-law if the Business was operating in a building or fixed location, but shall not include any Person operating as a Contractor or Temporary Vendor.

Business Information

Date of Application: _____ Opening Date for Business: _____
 Business/Operating Name: _____
 Business Address: _____
 Business Email: _____ Phone #: _____

Ownership Information

(Circle one) Sole Partnership Incorporated (Corp #) _____
 Name(s)/Partner(s) Name: _____
 Address: _____
 Mailing Address (if different than above): _____
 Email: _____ Phone #: _____

Applicant Information (IF SAME AS ABOVE, CHECK THE BOX)

Name: _____
 Address: _____
 Mailing Address (if different than above): _____
 Email: _____ Phone #: _____

CONTACT INFORMATION: (Contact will be used in Emergency situations and/or for inspections)

Check the Box, if same as Owner or Same as Applicant
 Contact Name: _____
 Phone Number: _____ Email: _____
 Preferred method of license delivery: (circle) Mail Email Pick up

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Please list all services offered/describe business:

Licensee shall Provide the Manager of Licensing:

	Proof of Insurance - Certificate of Insurance (or equivalent with \$2 million liability) see sched 3 attached
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	Police Record Check (Schedule 2 attached for Police Record Check Requirements) Contact Phone # 519-653-7700
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Required Approvals: City staff to contact departments for final inspections.

	Approvals listed in the corresponding schedule, where applicable.
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Every Mobile Business Licensee shall: (initial each box)

	Ensure that the goods or services being provided, sold, or offered for sale comply with one of the schedules of the By-law as specified in section 3 of schedule 14.
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	Have the Licence with them and available for inspection by any customer or Officer.
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	Have printed or otherwise impressed on all business contracts, quotations, forms, invoices, statements, and advertising materials, the Mobile Business name, business address, and telephone number.
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	Keep any Certificate of Qualification required by law, if applicable, with them when performing services and shall make it available to any customer or Officer upon request during an inspection.
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The provisions of the schedule of this By-law that would apply to a Mobile Business if it were being operated at a fixed location or within a building shall apply in addition to the provisions of this schedule save and except to the extent such provisions relate solely to the physical location of the Business.

Non-refundable Application Licence Fee:	\$230
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Licenses are non-transferable	Accepted Methods of Payment: Cash/Cheque/Debit
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I certify that:

- I am the business owner and/or have been authorized by the business owner listed on this application to apply for the Business Licence;
- I agree to comply with all requirements under this Bylaw, and/or any conditions place on the licence;
- I am 18 years of age;
- I will confirm to and abide by any relevant City of Kitchener By-laws, and any other provincial or federal law or Act;
- I understand amendments to an issued licence may result in additional requirements and/or licence.
- I understand that the fees are non-refundable and cannot be prorated; and
- the statements contained in this application are true and accurate.

Applicant's Name (Printed)

Applicant's Signature

Date

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SCHEDULE 2

POLICE RECORD CHECK REQUIREMENTS

1. This schedule shall apply to those Persons who are required to provide Police Record Checks with an Application.
2. The Police Record Check accepted by the Manager of Licensing shall meet the following requirements:
 - a) must be the original version provided by the Police Department;
 - b) must be completed within the municipality that the Person resides;
 - c) must be obtained by the Person to whom it applies;
 - d) if the Applicant is part of a partnership, a completed Police Record Check must be obtained for each partner; and
 - e) if the Applicant is a corporation, a completed Police Record Check must be obtained for a director or officer, or a letter of authorization must be provided from any director naming a director, officer or employee of the corporation as their designate.
2. The Police Record Check shall only be considered valid if it is completed within six (6) months of the date of Application.
3. The Police Record Check shall be completed by a Canadian Police Service, or by a police service in the country where the Applicant resides. A Police Record Check completed by a third party agency will not be accepted.
4. Any Police Record Check that is completed in a foreign language must be translated and notarized.

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SCHEDULE 3

INSURANCE

1. This schedule shall apply to any Applicant that is required to submit proof of insurance.
2. Upon submitting an Application, the Applicant shall execute the following indemnity to the satisfaction of the City:

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 City, 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 or Business), fines, penalties and surcharges, liabilities, judgements, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind and expenses which the indemnified City may suffer or incur, howsoever caused, provided such losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, cause 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.

3. The Applicant shall maintain liability insurance acceptable to the Manager of Licensing throughout the term of the Licence, if the Licence has been granted.
4. The liability insurance shall consist of a comprehensive policy of public liability and property damage insurance in an amount of not less than \$2,000,000.00 per occurrence.
5. The liability insurance shall name The Corporation of the City of Kitchener as additional insured with a cross liability endorsement and severability of interest provision.
6. The Applicant shall submit a Certificate of Insurance evidencing the insurance and it shall state the coverage will not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by registered mail to the City.