

Village of Milltown

Office of Clerk & Treasurer

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Village President: LuAnn White

Trustees: Joe Castellano, Larry Kuske, Les Sloper, Erling Voss, Glenn Owen Sr., Ben Kotval

Amy Albrecht, Village Clerk/Treasurer

Direct Seller/Solicitor Registration Permit

Name of Applicant (include middle initial)

Date of Birth

Home Address of Applicant (include zip code)

Home/Cell Phone #

Employed By (name of company)

Phone #

Address of Employer (include zip code)

Name of Supervisor

Nature of Business/Description of Goods/Services

Make/Model/Color of Vehicle Driving

License Plate #

Selling Dates

Ever Denied Sellers Permit

Convicted of any Crime/Ordinance Violation w/in 5 Years

If Yes, What State

Why

I understand I must comply with the Agriculture, Trade and Consumer Protections laws as denied in Chapter 127 Home Solicitation Selling. I also understand the requirements of Chapter 423 of the Wisconsin Statutes Right to Cancel law. I further understand that failure to comply with all laws may cause revocation of my permit.

Signature of Applicant

Date

Fee Schedule: \$5.00 per day or \$25.00 per week for *each* canvasser, solicitor, and peddler

Fee Paid _____ Receipt# _____

Police Record Check Done By _____ Approved Denied Date _____

SEC. 7-4-7 REGULATION OF DIRECT SELLERS.

(a) Prohibited Practices.

- (1) A direct seller shall be prohibited from: calling at any dwelling or other place between the hours of 9:00 p.m. and 8:00 a.m. except by appointment; calling at any dwelling or other place where a sign is displayed bearing the words "No Peddlers", "No Solicitors" or words of similar meaning; calling at 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) 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 his visit, his identity or the identity of the organization he represents. A charitable organization direct seller shall specifically disclose what portion of the sale price of goods being offered will actually be used for the charitable purpose for which the organization is soliciting. Said portion shall be expressed as a percentage of the sale price of the goods.
- (3) 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.
- (4) 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 one hundred (100) foot radius of the source.
- (5) No direct seller shall allow rubbish or litter to accumulate in or around the area in which he is conducting business.

(b) 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 said transaction if it involves the extension of credit or is a cash transaction of more than twenty-five dollars (\$25.00), in accordance with the procedure as set forth in Sec. 423.203, Wis. Stats.; the seller shall give the buyer two (2) copies of a typed or printed notice of that fact. Such notice shall conform to the requirements of Sections 423.203(1)(a)(b) and (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.