

**INC. VILLAGE OF VALLEY STREAM
123 SOUTH CENTRAL AVENUE
VALLEY STREAM, NY 11580
OFFICE OF THE VILLAGE CLERK**

BUSINESS HOURS – 8:00 a.m. – 4:00 p.m. FEE PAID _____
 TELEPHONE – 516-592-5105 vsclrk2@vsvny.org FAX: 516-825-8316 LICENSE NO. _____
 LICENSE EXPIRES 10/31 EACH YEAR ISSUED _____

APPLICATION FOR SECOND HAND DEALERS LICENSE

CIRCLE ONE: General License (\$200.00)	Management (\$200.00)	Renewal (\$100.00)	Exposition (\$50.00)
Name of Applicant:		Phone No.	
Address:			
Exact Location of Business:		Bus. Phone No.	

Corporation, Co-Partnership or Individual Using a Trade Name

If a Corporation, Co-Partnership or Individual using a Trade Name, Fill In Blank Spaces Below.

Corporation or Trade Name	Phone No.
Main Office	
Incorporated? Circle One	Yes No Date State
Partner or President Name	Address
Partner or Vice Pres. Name	Address
Partner or Secretary Name	Address
Partner or Treasurer Name	Address

Does any person other than persons listed above, have any interest in this business Yes__ No __
 If yes, attach statement explaining their connection with this business.

CORPORATION	<p>A corporation must furnish a photostatic copy of the filing receipt for the Certificate of Incorporation from the New York State Secretary of State. A corporation from outside New York State must furnish a photostatic copy of its application for authority to do business in New York State from the New York State Secretary of State. Some applications require proof of the election of the corporate officers, and in such cases, there must be filed a copy of the minutes of the corporate meeting electing directors and officers.</p> <p>All officers must be fingerprinted and also any stockholder of ten percent or more of the stock.</p>
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REQUIREMENTS

- _____ Copy of \$2,000 Surety Bond
- _____ Present license
- _____ One current picture
- _____ Clerk's initials

INDIVIDUAL APPLICANT	Individuals operating under a trade name must present a certified copy of the trade name certificate filed in the Village Clerk's Office.
PARTNERSHIP	A partnership conducting business whether or not under a trade name, must submit a certified copy of the partnership certificate filed in the Village Clerk's Office.
SURETY BOND	Surety Bond in the amount of \$2,000.

I hereby agree to conduct my operation in compliance with the laws of the Inc. Village of Valley Stream and New York State.

Date _____

Signature of Applicant _____

Date: _____

Approved: _____, Village Clerk

If the applicant is a corporation, state its principal place of business and the name and address of a person residing within the Village of Valley Stream on whom papers may be served:

The applicant hereby states that no persons have provided any funds for the organization or operation of this business except as stated in this application and if any such funds are hereafter obtained the Village of Valley Stream is to be notified immediately and in the event of a change of officers, directors or stockholders, the Village of Valley Stream is to be informed forthwith or license may be revoked.

THIS AFFIDAVIT MUST BE COMPLETED

STATE OF NEW YORK)

COUNTY OF NASSAU)

(Signature of applicant)

Being duly sworn deposes and says: that he/she is the applicant named above; that he/she has read the foregoing application for a license, and knows the contents thereof and that the same is true to his own knowledge, except as to the matters therein related to be alleged upon information and belief and that as to those matters he believes to be true.

Sworn to before me this

_____ day of _____ 2____ _____
(signature)

Notary Public, Nassau County, NY

Incorporated Village of Valley Stream

Insurance and Indemnification Requirements for Independent Contractors/Sub-Contractors

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The INDEPENDENT CONTRACTOR/VENDOR shall maintain at a minimum the following insurance giving evidence of same to **INCORPORATED VILLAGE OF VALLEY STREAM** on the form of **Certificates of Insurance, Acord Form 855 – New York Construction Certificate of Liability Insurance Addendum, copy of the Additional Insured Endorsements, providing 30 days’ notice of cancellation, non-renewal or material change. C105.1 form or State Insurance Fund Certificate for Workers Compensation and DB120.1 Certificate for NYS Disability.** New York State licensed admitted carrier is preferred; any non-licensed/non-admitted carriers will be accepted at the Municipalities discretion. The insurance carrier must have an A.M. Best Rating of at least A- IX. The insurance coverage limits set forth in Schedule below are minimum coverage requirements, not limitations of liability. All subcontractors must adhere to the same insurance and indemnification requirements.

Certificate Holder for all policies: Incorporated Village of Valley Stream

123 S. Central Avenue
Valley Stream, NY 11580

Description Box to read:

Incorporated Village of Valley Stream, all elected and appointed officials, employees and volunteers of the Village are included as additional insureds per the General Liability including Contractual Liability, Products and Completed Operations, Automobile Liability and Excess Liability. Insurance Coverage is to be primary and non-contributory to any insurance carried by any additional insured. Waiver of Subrogation is included on the Workers Compensation and General Liability in favor of the Additional Insureds.

I. Workers Compensation

Coverage	Statutory
Extensions	Voluntary Compensation; All States Coverage Employers Liability – Unlimited Waiver of Subrogation in favor of the Incorporated Village of Valley Stream

II. New York State Disability and Paid Family Leave

Coverage	Statutory New York State Benefits
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III. Commercial General Liability

Coverage and Limits	Occurrence - 1988 ISO or equivalent
	General Aggregate \$2,000,000
	Products & Completed Operations \$2,000,000
	Personal & Advertising Injury \$1,000,000
	Per Occurrence Limit \$1,000,000
	Damage to Premises Rented To You \$ 50,000
	Medical Expense \$ 5,000

Additional Insured:

Incorporated Village of Valley Stream, all elected and appointed officials, employees and volunteers of the Village using ISO Form CG2026 or equivalent including products and completed operations coverage ISO Form CG2037 or equivalent. Additional Insured coverage is to be on a primary and non-contributory basis.

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III. Commercial General Liability - continued

Extensions – Mandatory

- Aggregate Limits to apply per project.
- Full Contractual Liability extending to Hold Harmless Agreement.
- Contractual Liability Insurance is afforded per the definition of “insured contract” as defined in Form CG0001 with no endorsements that amend or restrict the definition of “insured contract”.
- The general liability is to be primary and non-contributory to any insurance carried by any additional insured.
- The general liability must not include any exclusion, limitation or restriction pertaining to interior or exterior work height; “action over” type claims; or “injury to employee or subcontractor” exclusions, nor any exclusions for Claims that fall within the Purview of New York Labor Law Sections 200, 240 & 241.
- Waiver of Subrogation in favor of all additional insureds.
- Coverage for the services rendered for the municipality, including, but not limited to removal, replacement enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third party liability claims for bodily injury, property damage and clean-up costs, if applicable.

Pollution Liability

If contract involves environmentally regulated substances or hazardous material exposure(s) and/or the disposal of waste or other hazardous substance from the worksite, the contractor shall maintain Contractor’s Pollution Liability including Pollution Legal Liability insurance in the amount of at least \$5,000,000. per occurrence for 3rd party liability and clean-up. This coverage is to remain in effect for a minimum of (5) five years following the completion of work. If written on a claims made basis, the retroactive date must pre-date the inception of the contract or agreement.

IV. Automobile Insurance

Limit

\$1,000,000. Combined Single Limit

Additional Insured

Incorporated Village of Valley Stream, all elected and appointed officials, employees and volunteers on a primary and non-contributory basis.

The automobile liability is to be primary and non-contributory to any insurance carried by any additional insured.

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V. **Umbrella Liability - Suggested**

Coverage	Umbrella Form or Excess Follow Form of primary general liability including contractual liability and auto liability
Limit	\$2,000,000.
Additional Insured	Incorporated Village of Valley Stream , all elected and appointed officials, employees and volunteers on a primary and non-contributory basis.

INDEMNIFICATION/HOLD HARMLESS AGREEMENT

The INDEPENDENT CONTRACTOR/VENDOR shall indemnify, hold harmless and defend the **INCORPORATED VILLAGE OF VALLEY STREAM**, its officers, employees, and/or agents from any and all liability, damage, loss, claims, demands and actions of any nature whatsoever, for any reason whatsoever, foreseeable or unforeseeable, which arises out of or is connected with, or is claimed to arise out of to be connected with, any undertaking, product, goods, merchandise, products, services sold and/or work supplied, furnished or performed by the INDEPENDENT CONTRACTOR/VENDOR or its subcontractors and/or agents, for liability, damages, loss, claims, attorneys and adjusting fees, demands and actions on account of personal injury, death or property loss to the **Incorporated Village of Valley Stream** its officers, employees, agents or to any other persons, third parties, or property, but shall not include claims resulting from the gross negligence or willful misconduct of the **Incorporated Village of Valley Stream**. This indemnity and hold harmless is intended to be as broad as is permitted by law and to include claims of every kind and nature – for tort, under contract, for strict liability or other liability without fault, under statute, rule, regulation or order, and otherwise.

The indemnification provided by this Agreement shall be a continuing right to indemnification and shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement the ___ day of _____, 20__.

Witness

INDEPENDENT CONTRACTOR/VENDOR

Signature

Address

Date

Signature

Print Name

(Please Print Name and Title)