



INSTRUCTIONS FOR OBTAINING DIRECT SELLER PERMIT

- Complete the Direct Seller Permit Application
- Pay permit fee. The permit is valid for seven (7) days. Fees are not prorated and are non-refundable.
- Two or more individuals who are employed as salespersons or in a related support work, who travel together in a group (traveling sales crews) for the purpose of selling consumer goods or services from house to house, on any street, or in public places are **REQUIRED** to have a "Certificate of Registration" from the State of Wisconsin per Wis. Stat. s.103.34. This can be verified by calling the Department of Workforce Development at 608-266-6860.
- Attach copies of the following:
 - Right To Cancel form giving the customer the right to cancel within 3 days
 - Copies of any brochures, handouts, information sheets
 - Copy of current Driver license
- Review City of Eau Claire Ordinances 5.34 and 13.12.060 relating to Direct Sellers
- Each direct seller must be licensed.**
- A background check will be conducted by the Police Department and with the Wisconsin Department of Agriculture, Trade and Consumer Protection. **You will be notified in 7-10 business days with the results of your application.**
- The initial permit may be renewed multiple times, provided no complaints have been registered with the Police Department or the Department of Agriculture, Trade and Consumer Protection.
- The permit fee must be paid with each renewal. The requirement for a background check may be waived for subsequent permits at the discretion of the Police Department and the Licensing Specialist.
- Submit form with attachments and payment to:**

Paperwork: licensing@eauclairewi.gov

Payment: www.eauclairewi.gov/payment

Mail: City of Eau Claire, PO Box 909, EC, WI 54702

Drop box: 203 S. Farwell St., EC, WI 54701

Phone: 715-839-4923



DIRECT SELLER PERMIT APPLICATION
VALID FOR 7 DAYS FEE: \$40.00

Applicant's Drivers License or I.D.#		DL State	Date of Birth	Phone No. () -	
Male <input type="checkbox"/> Female <input type="checkbox"/>	First Name	Middle Initial	Last Name		
Permanent Street Address			Permanent City	State	Zip
Temporary Street Address (if any)			Temporary City (if any)	State	Zip
Business name of the company you are representing			Business Owner's Name		
Business Address			City	State	Zip
Describe goods or services you will be soliciting					
If traveling in groups of two or more a Certificate of Registration from the State of Wisconsin is required. Traveling Sales Crew, Section Wis. Stats. s 103.34.			State Certificate of Registration Number, Traveling Sales		
Location of sale (or specify door-to-door)			How will goods be delivered to customer?		
<u>Email address:</u>			IMPORTANT: You must attach to this application a sample of all brochures, information sheets, handouts, and Right To Cancel form that will be used during sales. Copy of Driver's License.		
Last 4 digits of your Social Security Number: ____ ____ ____ ____ (used to confirm your identity during the background check)					

1. Have you **EVER** been convicted of a felony, criminal violation, misdemeanor, ordinance violation, or have you ever been convicted of violating any other Federal, State, or local laws or ordinances of any municipality? Yes No
- * If you answered YES you must fill out the back of this form; information will be reviewed by the Police Department
2. Have you **EVER** been on Supervision or Probation? Yes No
3. Have you **EVER** changed your name? Yes No
 If yes, list other names you have had: _____
4. Are there any **CRIMINAL** charges **PRESENTLY PENDING** against you? Yes No
 * If you answered YES you must fill out the back of this form
5. Have you ever been contacted by any consumer protection agency? Yes No
6. What are the dates you would like your permit for _____
 * PLEASE be advised that the Police Department will review and verify the information on your application. If any information is omitted, incomplete, or incorrect it is likely that the police department will reject your license application.

Continued on Reverse

Submit form with attachments and payment to:
 Paperwork: licensing@eauclairewi.gov
 Payment: www.eauclairewi.gov/payment
 Mail: City of Eau Claire, PO Box 909, EC, WI 54702
 Drop box: 203 S. Farwell St., EC, WI 54701
 Phone: 715-839-4923

R 02/2022

5.34 cc PD: _____ Lic # _____

Fee: \$40.00 (non-refundable)
 Tran Code: 1353
Office use only

6. List the name, location, and date of the last three cities where you conducted business:

- 1. _____
- 2. _____
- 3. _____

7. Location and phone number where you can be contacted for at least 7 days after leaving Eau Claire:

8. Make, model, and license number of the vehicle to be used in your business:

Make	Model	Year	License Plate #	State
_____	_____	_____	_____	_____

APPLICANT'S STATEMENT

I appoint the City Clerk or his/her agent to accept services of process in any civil action brought against me arising out of any sale or service performed in connection with my direct sales activities in the event I cannot, after reasonable effort, be served personally.

I hereby certify that the answers on this application are true and correct to the best of my knowledge. I agree, in the consideration of the granting of this license, to comply with the laws of the State of Wisconsin, and the provisions of the Municipal Code of Ordinances of the City of Eau Claire.

Signature _____ Date ____/____/____

LIST ALL PAST VIOLATIONS

- Date ____/____/____ Nature of Offense _____

LIST ALL PENDING CHARGES

- Date ____/____/____ Nature of Charge _____
- Date ____/____/____ Nature of Charge _____
- Date ____/____/____ Nature of Charge _____

*****FOR OFFICE USE ONLY*****

- _____ Consumer Protection
- _____ I.D.
- _____ Brochures, etc. sent to Police

Comments:

Protecting Wisconsin Consumers for 75 Years

Three-day right to cancel

A provision of the Wisconsin Consumer Act grants Wisconsin consumers the right to cancel certain consumer transactions within three business days. Consumer transactions are those purchases made by individuals that are for personal, family or household purposes. In these transactions merchants are required to provide the consumer with a notice that informs them that they have a right to cancel. In order to cancel consumers must mail their cancellation request within three business days of receiving the "Customer's Right to Cancel" notice from the seller.

The three day right to cancel applies to transactions that meet all the following conditions:

1. Certain cash or credit transactions that exceed \$25.
2. Transactions entered into away from the seller's normal place of business (such as the consumer's home); and
3. Transactions initiated by face-to-face solicitation away from the seller's regular place of business, or where the transaction is directed to a particular customer via mail or telephone solicitation. The right to cancel law covers fairs and trade shows also.

For example, if a salesperson came to your home and sold you a vacuum cleaner, you would have three business days to cancel. However, if you purchased a vacuum cleaner at an appliance store, the three day right to cancel would not apply.

The right to cancel law is found in Wis. Stats. § 423.203. The cancellation notice that sellers must give consumers looks like this:

"CUSTOMER'S RIGHT TO CANCEL"

You may cancel this agreement by mailing a written notice to (insert name and mailing address of seller) before midnight of the third business day after you signed this agreement. If you wish, you may use this page as that notice by writing "I hereby cancel" and adding your name and address. A duplicate of this page is provided by the seller for your records.

The law requires the seller to give you two copies of a notice setting forth your rights. Wisconsin law requires that the notice be in a specific format.

If the merchant is in any way engaged in interstate commerce, the notice required by federal law must be given. Note that, for most merchants, the federal notice will

be required. Compliance with the federal notice requirement will be considered as compliance with the Wisconsin Consumer Act notice requirement.

The cancellation **must be in writing**. Use one of the two copies of the notice of your right to cancel and write on it, "I hereby cancel this contract." Mail it to the seller. The notice must be sent to the seller by midnight of the third business day after the seller has given you the notice. Saturday, Sunday and legal federal or state holidays are not "business days" for purposes of cancellation. You can also send a letter, telegram, or other correspondence indicating your intention to cancel.

Sending the request via certified mail will guarantee proof of mailing date and receipt of notice. Or, consider hand delivering the cancellation notice before midnight of the third business day. Keep the other copy of the cancellation form for your records.

Within ten days, the seller must refund all payments made by you and cancel any contract signed by you. You are not liable for any finance or other charges and the transaction is void.

The seller must return any property traded in by you within 20 days. If the seller has

delivered any property to you, you may keep it until the seller has returned the down payment. At that time, you must make the property available to the seller.

If the property is not picked up within 20 days after you have made it available, you are entitled to keep the property without any obligation to pay for it.

For more information or to file a complaint, visit our website or contact the:

**Bureau of Consumer Protection
2811 Agriculture Drive
PO Box 8911
Madison WI 53708-8911**

**E-MAIL:
DATCPHotline@wi.gov**

WEBSITE: datcp.wi.gov

(800) 422-7128

FAX: (608) 224-4677

TTY: (608) 224-5058

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EXAMPLE 1

You, the buyer may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

EXAMPLE 2

NOTICE OF RIGHT TO CANCEL

Date _____

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded-in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller, at your residence, in substantially as good condition as when received by you, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice or telegram, to:

_____ at _____
(Name of Seller)

(Address of Seller's Place of Business)

NO LATER THAN MIDNIGHT OF _____
(Date)

I HEREBY CANCEL THIS TRANSACTION.

(Date)

(Buyer's Signature)

CHAPTER 423

CONSUMER APPROVAL TRANSACTIONS AND OTHER CONSUMER RIGHTS

SUBCHAPTER I
GENERAL PROVISIONS

423.101 Short title.
423.102 Scope.

SUBCHAPTER II
RIGHT TO CANCEL

423.201 Definition.
423.202 Right to cancel: manner of cancellation.
423.203 Notice to customer.
423.204 Restoration of down payment; security interest void; return of property.

423.205 Duty of customer.

SUBCHAPTER III
ADVERTISING

423.301 False, misleading or deceptive advertising.
423.302 Remedies and penalty.

SUBCHAPTER IV
CUSTOMER IDENTIFICATION

423.401 Credit card identification information.
423.402 Check identification information.

Cross-reference: See definitions in s. 421.301.

SUBCHAPTER I

GENERAL PROVISIONS

423.101 Short title. This chapter shall be known and may be cited as Wisconsin consumer act — consumer approval transactions and other consumer rights.

History: 1971 c. 239; 1991 a. 158.

423.102 Scope. This chapter applies to all consumer transactions, except that subch. II does not apply to cemetery preneed sales under s. 440.92.

History: 1971 c. 239; 1989 a. 307.

SUBCHAPTER II

RIGHT TO CANCEL

423.201 Definition. In this subchapter:

(1) “Consumer approval transaction” means a consumer transaction other than a sale or lease or listing for sale of real property or a sale of goods at auction that:

(a) Is initiated by face-to-face solicitation away from a regular place of business of the merchant or by mail or telephone solicitation directed to the particular customer; and

(b) Is consummated or in which the customer’s offer to contract or other writing evidencing the transaction is received by the merchant away from a regular place of business of the merchant and involves the extension of credit or is a cash transaction in which the amount the customer pays exceeds \$25.

(2) “Consumer approval transaction” does not include a catalog sale that is not accompanied by any other solicitation or a consumer loan conducted and consummated entirely by mail.

History: 1971 c. 239; 1983 a. 389; 1997 a. 302; 1999 a. 32; 2011 a. 257.

This section does not restrict the ability of a merchant or seller to have more than one regular place of business. *Reusch v. Roob*, 2000 WI App. 76, 234 Wis. 2d 270, 610 N.W.2d 168, 98–3102.

423.202 Right to cancel: manner of cancellation.

(1) Except as provided in sub. (4), in addition to any right otherwise to revoke an offer, to rescind the transaction or to exercise any remedy for the merchant’s breach, a customer has the right to cancel a consumer approval transaction until midnight of the 3rd business day after the merchant has given the notice to the customer in accordance with s. 423.203.

(2) Except as provided in sub. (2m), notice of cancellation shall be by mail addressed to the merchant and shall be considered given at the time mailed.

(2m) If the property which is the subject of the transaction must be custom made in the ordinary course of business, and is unique to that transaction, the merchant may require that the

notice of cancellation, if given, be made by certified or registered mail.

(3) Notice of cancellation by the customer need not take a particular form and is sufficient if it indicates by any form of written expression the intention of the customer not to be bound by the consumer approval transaction.

(4) The customer may not cancel a consumer approval transaction if:

(a) The customer has determined that a delay of 3 business days in performance of the merchant’s obligation under the transaction will jeopardize the welfare, health or safety of natural persons or endanger property which the customer owns or for which the customer is responsible;

(b) The customer furnishes the merchant with a separate dated and signed personal statement describing the situation requiring immediate remedy and modifying or waiving the customer’s right of rescission. The use of printed forms for this purpose is prohibited;

(c) The merchant in good faith makes a substantial beginning of performance of the contract before the customer gives notice of cancellation; and

(d) In the case of goods, the goods cannot be returned to the merchant in substantially as good condition as when received by the customer.

History: 1971 c. 239; 1973 c. 3; 1991 a. 316.

423.203 Notice to customer. (1) Whenever a customer has the right to cancel a consumer approval transaction, the merchant shall give 2 copies of a typed or printed notice of that fact to the customer. The notice must:

(a) Be printed in capital and lowercase letters of not less than 12-point boldface type;

(b) Appear under the conspicuous caption: “CUSTOMER’S RIGHT TO CANCEL”;

(c) Read as follows: You may cancel this agreement by mailing a written notice to (*insert name and mailing address of seller*) before midnight of the third business day after you signed this agreement. If you wish, you may use this page as that notice by writing “I hereby cancel” and adding your name and address. A duplicate of this page is provided by the seller for your records.

(2) A merchant who in the ordinary course of business regularly uses a language other than English in any advertising or other solicitation of customers or in any printed forms for use by customers or in any face-to-face negotiations with the merchant’s customers shall give the notice described in this section to a customer whose principal language is such other language both in English and in the other language.

(3) The notice required under this section must be delivered either after all the credit cost disclosures have been made to the customer as required by the federal consumer credit protection act and the customer has signed the writing evidencing the transaction, or contemporaneously therewith, but not before.

423.203 RIGHT TO CANCEL AND OTHER RIGHTS

Updated 15–16 Wis. Stats. 2

(3m) Compliance with requirements of federal statutes, rules or regulations governing form of notice of right of cancellation, in consumer approval transactions otherwise subject to this chapter, shall be deemed to satisfy the notice requirements of this chapter.

(4) A violation of this section is subject to s. 425.304.

History: 1971 c. 239; 1973 c. 3; 1991 a. 316.

Legislative Council Note, 1973: [As to sub. (3m)] Allows compliance with federal notice requirements as to form to constitute compliance with the notice requirements of this chapter. This subsection is directed primarily at merchants with interstate operations who are complying with the federal trade commission's recently-promulgated trade regulation on door-to-door sales.

This subsection goes only to the issue of notice. It is preferable not to require interstate merchants to print special forms just to comply with Wisconsin law. It does not accept other portions of the federal rules, such as return of downpayment and repossessing of already-delivered property. These subjects will continue to be governed by Wisconsin law. [Bill 432-A]

423.204 Restoration of down payment; security interest void; return of property. (1) Within 10 days after a consumer approval transaction has been canceled, the merchant shall cause any money paid by the customer, including a down payment, to be returned to the customer and shall take any appropriate action to reflect the termination of the transaction including any security interest created as a result.

(2) Upon cancellation, as allowed by this section, the customer is not liable for any finance or other charge and the transaction, including any security interest, is void.

(3) If the merchant has received any property from the customer, the merchant shall return such property in substantially as good condition as it was when it was given within 20 days after the cancellation of the transaction. If such property is not returned within such time, the customer shall have the right to recover the property or the greater of its agreed or fair market value at retail.

History: 1971 c. 239; 1991 a. 316.

423.205 Duty of customer. (1) The customer has the duty to take reasonable care of the delivered property in the customer's possession from the time of delivery until the expiration of a reasonable time after tender, not to exceed 20 days.

(2) Upon the performance of the merchant's obligations under s. 423.204, the customer shall tender the property to the merchant.

(3) Tender shall be made at the location of the property or at the residence of the customer at the option of the customer.

(4) If the merchant does not take possession of the property within 20 days after tender by the customer, ownership of the property vests in the customer without obligation on the customer's part to pay for it.

(5) If the merchant has performed any services pursuant to a consumer approval transaction prior to its cancellation, the merchant is entitled to no compensation.

History: 1971 c. 239; 1973 c. 3; 1991 a. 316.

Cross-reference: See also s. DFI-WCA 1.44, Wis. adm. code.

SUBCHAPTER III

ADVERTISING

423.301 False, misleading or deceptive advertising. No merchant shall advertise, print, display, publish, distribute or broadcast or cause to be advertised, printed, displayed, published, distributed or broadcast, in any manner any statement or representation with regard to the extension of consumer credit including the rates, terms or conditions for the extension of such credit,

which is false, misleading, or deceptive, or which omits to state material information with respect to the extension of credit that is necessary to make the statements therein not false, misleading or deceptive. With respect to matters specifically governed by the federal consumer credit protection act, compliance with such act satisfies the requirements of this section.

History: 1971 c. 239.

423.302 Remedies and penalty. In addition to any other remedy provided by law, a customer who has been induced to consummate a consumer credit transaction as a result of advertising in violation of s. 423.301 shall be entitled to a recovery from the merchant in accordance with s. 425.305.

History: 1971 c. 239.

SUBCHAPTER IV

CUSTOMER IDENTIFICATION

423.401 Credit card identification information.

(1) **LIMITATION.** Except as provided in sub. (2), a merchant may not record a customer's address, telephone number or any other identification information as a condition for accepting a credit card as payment for a consumer credit transaction.

(2) **EXCEPTIONS.** A merchant may record a customer's address or telephone number if any of the following conditions exists:

(a) The credit card issuer does not require the merchant to obtain from the issuer prior authorization as to the availability of credit in order to complete the credit card transaction.

(b) The merchant requires the information for shipping, delivery, service orders or installation purposes or to notify the customer of a special order.

(3) **REMEDIES.** Whoever violates this section is subject to the remedies and penalties under s. 425.303.

History: 1991 a. 158.

423.402 Check identification information. (1) **LIMITATION.** Except as provided in sub. (4), a merchant may not request or record a customer's credit card number as a condition for accepting a check or share draft as payment for a consumer transaction.

(2) **CREDIT CARD DISPLAY.** If a customer pays for a consumer transaction by check or share draft, a merchant may request a customer to display a credit card as an indication of the customer's financial responsibility or as additional identification, but the merchant may not record any information except the type of credit card displayed and the credit card expiration date.

(3) **CHECK ACCEPTANCE.** This section does not require a merchant to accept a check or share draft as payment for a consumer transaction, whether or not a credit card is displayed.

(4) **EXCEPTION.** A merchant may request and record a customer credit card number as a condition for accepting a check or share draft if all of the following conditions are met:

(a) The merchant has contracted with the card issuer of the requested credit card to cash or accept a check or share draft presented by a holder of the requested credit card.

(b) The card issuer of the requested credit card has contracted with the merchant to guarantee a check or share draft presented to the merchant by a holder of the requested credit card.

(5) **REMEDIES.** Whoever violates this section is subject to the remedies and penalties under s. 425.303.

History: 1991 a. 158.

Chapter 5.34

DIRECT SELLERS

Sections:

- 5.34.010 Registration required.**
- 5.34.020 Definitions.**
- 5.34.025 Shows and exhibitions.**
- 5.34.030 Exemptions.**
- 5.34.040 Registration.**
- 5.34.050 Investigation.**
- 5.34.060 Appeal.**
- 5.34.070 Regulation of direct sellers.**
- 5.34.080 Records.**
- 5.34.090 Revocation of registration--Appeal.**
- 5.34.100 Penalty.**
- 5.34.110 Severance clause.**

5.34.010 Registration required. It shall be unlawful for any direct seller to engage in direct sales within the city of Eau Claire without being registered for that purpose as provided herein. (Ord. 4394 §1, 1983).

5.34.020 Definitions. In this ordinance: A. "Direct Seller" means any individual who, for him/herself, or for a partnership, association or corporation, sells goods or services, or takes sales orders for the later delivery of goods or services, at any location other than the permanent business place or residence of said individual, partnership, association or corporation, and shall include, but not be limited to, peddlers, solicitors and transient merchants. The sale of goods or services includes donations required by the direct seller for the retention of goods or services by a donor or prospective customer.

B. "Permanent merchant" means a direct seller who, for at least one year prior to the consideration of the application of this ordinance to said merchant, a) has continuously operated an established place of business in this city, or b) has continuously resided in this city and now does business from his/her residence. The term shall also include a merchant conducting business during a holiday season in the city for a continuous period of 8 weeks or longer.

C. "Goods" shall include personal property of any kind, and shall include goods provided incidental to services offered or sold.

D. "Charitable organization" shall include any benevolent, philanthropic, patriotic or eleemosynary person, partnership, association or corporation, or one purporting to be such.

E. "Clerk" shall mean the city clerk.

F. "Services" shall include but not be limited to any act, work, assistance, advice or consultation provided for another for pay or other consideration. (Ord. 4980, 1989; Ord. 4394 §1, 1983).

5.34.025 Shows and exhibitions. An individual exhibitor offering goods for sale at a show or exhibition shall not be deemed to be a direct seller if the sponsor of the show or exhibition registers with the city clerk as provided in this chapter and files with the clerk a list of the names and addresses of exhibitors. (Ord. 4547, 1985).

5.34.030 Exemptions. The following shall be exempt from all provisions of this ordinance: A. Any person delivering newspapers, fuel, dairy products or bakery goods to regular customers on established routes;

B. Any person selling goods at wholesale to dealers in such goods;

C. Any person selling agricultural products which such person has grown;

D. Any permanent merchant or employee thereof who takes orders away from the established place of business for goods regularly offered for sale by such merchant within this county and who delivers such goods in their regular course of business;

E. Any person who has an established place of business where the goods being sold are offered for sale on a regular basis, and in which the buyer has initiated contact with, and specifically requested a home visit by, said person;

F. Any person who has had, or one who represents a company which has had, a prior business transaction, such as a prior sale or credit arrangement, with the prospective customer;

G. Any person holding a sale required by statute or by order of any court and any person conducting a bona fide auction sale pursuant to law;

H. Any employee, officer or agent of a charitable organization who engages in direct sales for or on behalf of said organization, provided that there is submitted to the clerk proof that such charitable organization is registered under sec. 440.41, Stats. Any charitable organization not registered under sec. 440.41, Stats., or which is exempt from that statute's registration requirements, shall be required to register under this ordinance;

I. Any person who claims to be a permanent merchant, but against whom complaint has been made to the clerk that such person is a transient merchant; provided that there is submitted to the clerk, proof that such person has leased for at least one year, or purchased, the premises from which he/she is conducting business, or proof that such person has conducted such business in this city for at least one year prior to the date complaint was made;

J. Any person who acts as a direct seller at a private, non-public premise, provided that another person, corporation, partnership, association or other entity has properly registered with the city of Eau Claire pursuant to the terms of this chapter, and where the "license" of such registrant is posted in a place on the premises clearly visible to the public. (Ord. 4455 §1, 1984; Ord. 4394 §1, 1983).

5.34.040 Registration. A. Applicants for registration must complete and return to the clerk a registration form furnished by the clerk which shall require the following information:

1. Name, permanent address and telephone number, and temporary address, if any;
2. Age, height, weight, color of hair and eyes;
3. Name, address and telephone number of the person, firm, association or corporation that the direct seller represents or is employed by, or whose merchandise is being sold;
4. Temporary address and telephone number from which business will be conducted, if any;
5. Nature of business to be conducted and a brief description of the goods offered, and any services offered;
6. Proposed method of delivery of goods, if applicable;
7. Make, model and license number of any vehicle to be used by applicant in the conduct of his/her business;
8. Last cities, villages, towns, not to exceed three, where applicant conducted similar business;
9. Place where applicant can be contacted for at least seven days after leaving this city;
10. Statement as to whether applicant has been convicted of any crime or ordinance violation related to applicant's transient merchant business within the last five years; the nature of the offense and the place of conviction.

B. Applicants shall present to the clerk for examination:

1. A driver's license or some other proof of identity as may be reasonably required;
2. A state certificate of examination and approval from the sealer of weights and measures where applicant's business requires use of weighing and measuring devices approved by state authorities;
3. A state health officer's certificate where applicant's business involves the handling of food or clothing and is required to be certified under state law; such certificate to state that applicant is apparently free from any contagious or infectious disease, dated not more than 90 days prior to the date the application for license is made.

C. At the time the registration is returned, a fee as stated in the City of Eau Claire Fees and Licenses Schedule shall be paid to the clerk to cover the cost of processing said registration and other incidental costs. The applicant shall sign a statement appointing the clerk his/her agent to accept service of process in any civil action brought against the applicant arising out of any sale or service performed by the applicant in connection with the direct sales activities of the applicant, in the event the applicant cannot, after reasonable effort, be served personally. Upon payment of said fee and the signing of said statement, the clerk shall register the applicant as a direct seller and date the entry. Said registration shall be valid for a period of seven days from the date of entry, subject to subsequent refusal as provided in Sec. 5.34.050 (B) below.

D. At the time of registration, the clerk shall issue a numbered registration form entitled "license" to each applicant. If the applicant's business is to be conducted at only one location, said license must be displayed at all times such business is conducted in a place clearly visible to the public. All applicants who will conduct their business from place to place in the city shall also be issued a numbered paper license which must be displayed on their person in a place which is clearly visible to the public, during all times that they conduct such business. (Ord. 6363 §14, 2002; Ord. 4455 §§2, 3, 1984; Ord. 4394, 1983).

5.34.050 Investigation. A. Upon receipt of each application, the clerk may refer it immediately to the chief of police who may make and complete an investigation of the statements made in such registration.

B. The clerk shall refuse to register the applicant if it is determined, pursuant to the investigation above, that: the application contains any material omission or materially inaccurate

statement; complaints of a material nature have been received against the applicant by authorities in the last cities, villages and towns, not exceeding three, in which the applicant conducted similar business; the applicant was convicted of a crime, statutory violation or ordinance violation within the last five years, the nature of which is directly related to the applicant's fitness to engage in direct selling; the applicant failed to comply with any applicable provision of Sec. 5.34.040 B. above; the applicant has failed to provide the clerk with a printed copy of the form required by Sec. 423.203 of the Wisconsin Statutes where necessary; or the applicant has failed to provide the clerk with the Wisconsin Department of Revenue tax number where applicable. (Ord. 4639, 1986; Ord. 4394 §1, 1983).

5.34.060 Appeal. Any person denied registration may appeal the denial to the administrative review board under the procedures specified in ch. 1.06. (Ord. 6572 §5, 2005; Ord. 4394 §1, 1983).

5.34.070 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 8:00 p.m. and 9:00 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/her visit, his/her identity or the identity of the organization he/she 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 foot radius of the source.

5. No direct seller shall allow rubbish or litter to accumulate in or around the area in which he/she is conducting business.

6. Upon demand from any police officer or other city official, a direct seller shall promptly provide his/her license for examination by that person.

7. The license number issued to a direct seller must appear in a clearly visible place in all printed or written advertisement used by the direct seller to promote his/her business. Such number shall appear at the end of the following phrase: "City of Eau Claire license no. _____."

All radio or television advertisement by a direct seller must also contain either a verbal or a written statement that the advertiser is licensed by the city of Eau Claire, and must include that direct seller's number.

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/her name, the name of the company or organization he/she is affiliated with, if any, and the identity of goods or services he/she 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 \$25, in accordance with the procedure as set forth in sec. 423.203, Stats.; the seller shall give the buyer two copies of a typed or printed notice of that fact. Such notice shall conform to the requirements of secs. 423.203 (1)(a)(b) and (c), (2) and (3), Stats.

3. If the direct seller takes a sales order for the later delivery of goods, he/she shall, at the time the order is taken, provide 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. (Ord. 4455 §§4, 5, 6, 1984; Ord. 4394 §1, 1983).

5.34.080 Records. The chief of police shall report to the clerk all convictions for violation of this ordinance and the clerk shall note any such violation on the record of the registrant convicted. (Ord. 4394 §1, 1983).

5.34.090 Revocation of registration--Appeal. A. Registration may be revoked by the city clerk, upon administrative determination that the registrant made any material omission or materially inaccurate statement in the application for registration, made any fraudulent, false, deceptive or misleading statement or representation in the course of engaging in direct sales, violated any provision of this ordinance or was convicted of any crime or ordinance or statutory violation which is directly related to the registrant's fitness to engage in direct selling.

B. Appeal from the afore stated determination shall be made to the administrative review board under the procedures specified in ch. 1.06. Appeal shall stay the contested administrative determination pending decision by the board. (Ord. 6572 §5, 2005; Ord. 4394 §1, 1983).

5.34.100 Penalty. Any person convicted of violating any provisions of this ordinance shall forfeit not less than ten dollars nor more than one hundred dollars for each violation plus costs of prosecution. Each violation shall constitute a separate offense. (Ord. 4394 §1, 1983).

5.34.110 Severance Clause. The provisions of this ordinance are declared to be severable, and if any section, sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this ordinance; they shall remain in effect, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any part. (Ord. 4394 §1, 1983).

NOTICE OF RIGHT TO CANCEL (or, alternatively, NOTICE OF CANCELLATION)

Date _____

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded-in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller, at your residence, in substantially as good condition as when received by you, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice or telegram, to:

_____ at

(Name of Seller)

(Address of Seller's Place of Business)

NO LATER THAN MIDNIGHT OF _____.

(Date)

I HEREBY CANCEL THIS TRANSACTION.

(Date)

(Buyer's Signature)