

2012 AUG -9 P 6:37

CITY CLERK'S OFFICE
SOMERVILLE, MA

APPLICATION FOR A HAWKER AND PEDDLER LICENSE

Application Fee \$150 & \$100 for each employee

Date 7/20/2012

FOR CITY CLERK'S OFFICE ONLY

Date Recorded _____

Amount Paid _____

☒ New Application

☐ Renewing Application with Additions or Changes

☐ Renewing Application with NO Additions or Changes

for the benefit of COMCAST

Business (DBA) Name: GMR Marketing LLC Phone: 262-780-5932

Business Location (with Zip Code): 5000 S Towne Drive, New Berlin, WI 53151

Applicant's Legal Name: Joshua J. Anderson

Applicant's Address (with Zip Code): 1470 Indianwood Drive, Brookfield, WI 53005

Applicant's Email Address: janderson@gmrmarketing.com

Applicant's Federal Employer Identification Number: 39-1451240

Mailing Name (where we should send correspondence to): Joshua Anderson

Mailing Address (with Zip Code): 5000 S Towne Drive, New Berlin, WI 53151

Emergency Contact: Erica Kapanya Phone: 262-780-5880

Type of Business (Check one): ☐ Sole Proprietor ☐ Partnership (inc. LLP) ☐ Trust

☒ Corporation (inc. LLC) ☐ Other _____

IF A SOLE PROPRIETOR:

Owner's Name: _____

Address with Zip Code: _____

IF A PARTNERSHIP, TRUST OR CORPORATION (Attach additional sheets as needed):

Partner's/Member's/President's Name: Omatcom Group Inc.

Address with Zip Code: 437 Madison Avenue, New York, NY 10022

Partner's/Member's/Secretary's Name: N/A

Address with Zip Code: N/A

Partner's/Member's/Treasurer's Name: N/A

Address with Zip Code: N/A

Mass. Hawkers and Peddlers License Number (Attach a copy) New Request

Date of Issuance N/A

Detailed description of the wares to be peddled Comcast Xfinity cable and internet service. Can sign up for service onsite; no cash exchanged onsite.

Detailed description of the vehicle, cart or display to be used 10'x10' tent (red with Comcast logo), 8' folding table, 2 free standing signs - see attached for rendering.

Detailed description of the location(s) to be used

- 1) Davis Square - Statue Park
- 2) Powder House Park - TBD location; likely near corner of Broadway & College Ave

Detailed description of the dates and hours of operation

August 30 - September 2, 2012 (Noon - 6pm)

Detailed description of any municipal events (parades, block parties, etc.) to be attended

N/A

Attach a list of the names and ages of all employees who will be working under this license.

→ Yet to be hired - will send as soon as available.

Have you or any employees who will be working under this license been cited by the Somerville Police for illegally vending in the City during the past year? No

ACKNOWLEDGEMENT

I hereby state that all information provided on this application is true and accurate, and I understand that any information that is found to be false or misleading will result in the forfeiture of this license, and that I will be required to wait one year before submitting a new application, and that I may be subject to criminal prosecution pursuant to MGL c101. I also understand that any violation of the City's rules and regulations pertaining to Hawkers and Peddlers could subject me to arrest, fine, and/or loss of this license.

Authorized
Signature of Applicant [Signature] Date 7/27/12

RELEASE AND INDEMNITY AGREEMENT

I, the undersigned ^{on behalf of} Applicant, hereby agree to release, discharge and hold harmless, the City of Somerville, a municipal corporation of the Commonwealth of Massachusetts, and its officers, employees, agents and servants from all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation associated with the undersigned's conduct under this license as described herein.

Signature of Applicant [Signature] Date 7/27/12

DEPARTMENTAL APPROVALS

SEALER OF WEIGHTS AND MEASURES (Required for ALL Hawkers and Peddlers.)

N/A

I have inspected the cart, vehicle or display, and any weighing and measuring devices that will be used by this Hawker and Peddler, and have found that they are operating properly.

License # _____ Date _____

Conditions _____

Signature _____ Print Name _____

INSPECTIONAL SERVICES/HEALTH DIVISION (Required only for the sale of foods.)

N/A

I have inspected the cart, vehicle or display to be used by this Hawker and Peddler and have found that it conforms to all laws set by the State and City with regard to health codes.

License # _____ Date _____

Conditions _____

Signature _____ Print Name _____

FIRE PREVENTION BUREAU (Required only for the use of propane or other flammables.)

N/A

I have inspected the cart, vehicle or display to be used by this Hawker and Peddler and have found that it conforms to all laws set by the State and City with regard to fire codes.

License # _____ Date _____

Conditions _____

Signature _____ Print Name _____

OTHER CONDITIONS

1. A \$5,000 City and County Licenses and Permits Bond or a current Certificate of Insurance listing the City of Somerville as an Additional Insured on the business liability insurance in a form satisfactory to the City shall be provided before the City Clerk will issue the license.
2. This license is required to operate anywhere within Somerville city limits, but it does not by itself give permission to operate in areas not under the City's control, including private property and certain streets and areas owned by the state. The City may require evidence that the Applicant has permission to operate in these areas before it issues this license.
3. The following streets and areas are owned by the state, and require state approval to operate, in addition to this license:

Alewife Brook Parkway
Blessing of the Bay
Boathouse
Community (Bike) Path
Dilboy Field

Draw 7 Park
Fellsway
Fellsway West
Foss Park
Lombardi Way

McGrath Highway
Mystic River shoreline
Mystic Valley Parkway
Shore Drive

4. Operation in the following streets and areas is prohibited unless explicitly authorized by this license:
- | | | |
|------------------------|--------------------------|-------------------|
| Davis Square area | Prospect Hill Park area | Union Square area |
| Powder House Park area | Somerville Hospital area | |
5. Operation at public events legally permitted by the City is prohibited unless explicitly requested and authorized by this license.
6. The Applicant shall submit an updated list of the names and ages of all employees who will be working under this license to the City Clerk, whenever new employees are hired.
7. The Applicant shall not cry his or her wares to the disturbance of the peace and comfort of the inhabitants of the City at any time, and shall not go uninvited to any residence for the purpose of attempting to sell or barter his or her wares.
8. The Applicant shall set out a trash receptacle for the use of customers while engaged in the business of selling his or her wares. Said receptacle, and all papers, containers, garbage or other litter from his or her wares shall be removed by the Applicant when he or she is no longer engaged in sales.
9. The Applicant's cart, vehicle or display shall have plainly printed on each side thereof the name of the Applicant, and shall be kept in a neat and clean condition, and shall not leak.
10. For hawking and peddling at the Mystic View and/or the Mystic River Housing Developments, the Applicant shall not sell or offer for sale his or her wares between the hours of 8:00 PM and 12:00 Noon, and shall not operate at any location other than the parking lot of the Tenant Recreation Facility at 530 Mystic Avenue. The Applicant shall only enter and exit the area via the Memorial Road/Mystic Avenue intersection and shall proceed directly to and from the parking lot, and shall not enter, exit, or drive through any other locations in the Developments at any other time. The Applicant shall not interfere, by threats, intimidation or coercion, with the exercise of any other hawker/peddler's right to sell wares. Any hawker/peddler who violates these regulations shall be liable to a penalty of \$100 for each offense; each day a violation continues shall constitute a separate offense. Any hawker/peddler remaining on housing authority property in willful violation of these regulations may be arrested pursuant to MGL Chapter 272 Section 59 without a warrant by any officer authorized to serve criminal process in the place where the offense is committed and kept in custody until he or she can be taken before the Somerville District Court. Any hawker/peddler who violates these regulations may also be penalized by a noncriminal disposition as provided by MGL Chapter 40 Section 21D.
11. Other conditions: _____

ACCEPTANCE OF CONDITIONS

I hereby state that I will adhere to all of the conditions listed above, including all of the conditions set forth by the City Departments in the approvals provided above.

Authorized
Signature of Applicant  Date 7/27/12



GMR

Comcast/XFINITY University Marketing Program

Comcast is looking to grow and maintain its relationship with college students through its 2012 Back to School campaign. During the August-September timeframe, Comcast provides off-campus students with a discounted and limited-time student offer on cable and internet services.

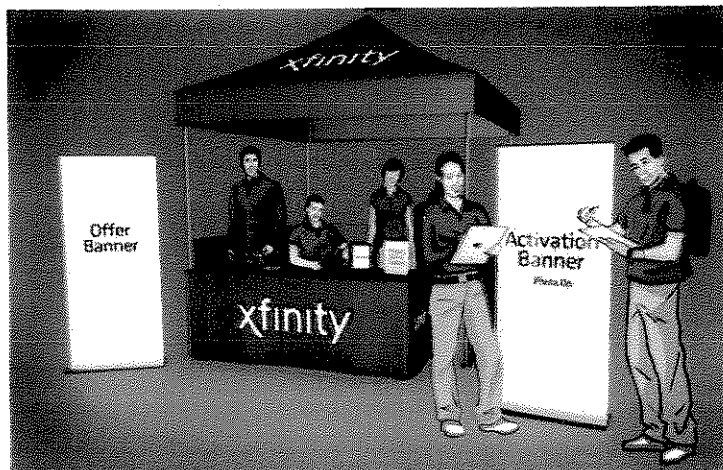
During the 4-day activation, Comcast brand ambassadors will provide students with free giveaways and student offer information at the event site. Students will have an opportunity to earn additional giveaways by engaging with the Comcast photo booth iPad app and the XFINITY4College Facebook page. Students will have an opportunity to speak with a Comcast sales representative (at will) to discuss the student offer, other available offers, their current service needs, and/or to schedule a service installation. The event site will be a fun, engaging environment with music, giveaways and product demos.

What GMR will provide:

- One self-contained, 10x10 branded tent, one 8' table
- Dedicated staff – 1 manager, 1 lead ambassador, 6 student ambassadors
- Signage and collateral materials
- Take away items – sunglasses, t-shirts, lanyards, etc

What is needed from Business/Bookstore:

- Space – 10x10 tent footprint in a high traffic location or space for table and signage
- Consecutive 4 day activation on dates provided
- Approval to conduct promotion and giveaways
- Electricity (in some markets)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/24/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10038 Attn: EMAIL: OMNICO.M.REQUEST@MARSH.COM	CONTACT NAME: PHONE: FAX (A/C No): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Fire Ins Co INSURER B: XL Insurance America, Inc. INSURER C: INSURER D: INSURER E: INSURER F:
INSURED OMNICO GROUP INC. (GMR MARKETING LLC) 437 MADISON AVENUE NEW YORK, NY 10022	NAIC # 23035 24554

COVERAGES **CERTIFICATE NUMBER:** NYC-005344489-40 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG		TB2-631-506905-012	05/31/2012	05/31/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE Y/N N N/A	US00006780L12A	05/31/2012	05/31/2013	EACH OCCURRENCE \$ \$10,000,000 AGGREGATE \$ \$10,000,000 WC STATUS: <input type="checkbox"/> TORY LIMITS <input type="checkbox"/> OTH: <input type="checkbox"/> ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED ON ALL POLICIES WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

City of Somerville
93 Highland Avenue
Somerville, MA 02143

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Ricki Fitzsimmons

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**MASSACHUSETTS DEPARTMENT OF REVENUE
REVENUE ENFORCEMENT AND PROTECTION (REAP)
ATTESTATION**

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all State tax returns and paid all State taxes required under law.

GMR Marketing, LLC B. K. R.

*Signature of Individual or Corporate Name (Mandatory)

Brian Kopeck - Farrell

By: Corporate Officer (Mandatory, if a corporation)

Authorized Signatory

39-1451240

**~~Social Security Number (Voluntary)~~ or Federal Identification Number (Mandatory, if a corporation)

* This license will not be issued unless this certification clause is signed by the applicant.

** Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c. 62C s. 49A.

The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
600 Washington Street
Boston, Mass. 02111

Workers' Compensation Insurance Affidavit - General Businesses

Applicant information:

Name: GMR Marketing LLC
Address: 5000 S. TOWN DRIVE
City: NEW BERLIN State: WI Zip: 53151 Phone #: 262-780-5886

- ☒ I am an employer with 1000+ employees Business Type: ☐ Retail
(full and/or part time). ☐ Restaurant/Bar/Eating Establishment
☐ I am a sole proprietor or partnership and have no ☐ Office and/or Sales (real estate, auto, etc.)
employees. ☐ Nonprofit
☐ We are a corporation that has exercised our right of ☐ Entertainment
exemption per c152 s1(4), and have no employees. ☐ Manufacturing
☐ We are a nonprofit organization staffed by ☐ Health Care
volunteers and have no employees. ☒ Other EVENT MARKETING

Workers' compensation insurance information (if applicable):

Insurance Company Name: XL SPECIALTY INSURANCE COMPANY
Address: C/O WELLS FARGO - 4000 TOWN CENTER
City: SOUTHFIELD State: MI Zip: 48075 Phone #: 248-353-5800
Policy #: RWC6200002 Expiration Date: 1/1/12

Applicant certification:

Failure to secure coverage as required under Section 25A of MGL 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one years' imprisonment as well as civil penalties in the form of a STOP WORK ORDER and a fine of \$100.00 a day against me. I understand that a copy of this statement may be forwarded to the Office of Investigations of the DIA for coverage verification.

I do hereby certify under the pains and penalties of perjury that the information provided above is true and correct.

Signature: Janine Shore Date: 7.20.12
Print Name: JANINE SHORE Brian K. Lee - FARM

Official use only. Do not write in this area. To be completed by city or town official.

City or Town: _____ Permit/License #: _____
Contact Person: _____ Phone #: _____
☐ Board of Health
☐ Building Department
☐ City/Town Clerk
☐ Licensing Board
☐ Selectmen's Office
☐ Other _____