Land, Environmental, Agriculture and
Food Division (LEAF)
470 Airport Drive, Oneida, WI 54155
920-869-6500

ONEIDA
A good mind. A good heart. A strong fire.

LAND USE LICENSE APPLICATION

Name | Phone | Email

Street Address | City, State | Zip Code

Requested Location	Requested Use (if for a vending use, include types of items to be sold):

If selling food:
Applicant has a cottage food operator license pursuant to the Nation's Food Service Law
Applicant is licensed as an independent food service operator pursuant to the Nation's Food Service Code
Provide Details and attach a copy of license.

YES ☐ NO ☐

Check one:

☐ Seasonal Request

☐ Specific Dates – Please list

Times of Use

Emergency Management Plan/Inclement Weather Plan required to be attached.

☐ Check here If this application is for a fundraiser. Provide information with details on the fundraising effort. License fee is waived for legitimate fund raisers. Fundraiser notice/purpose required to be posted on your vending site.

Check, if applicable

☐ Using a Temporary Structure (i.e. tent) Type: Size:

If using a temporary structure, a land use permit is required and this application will be used for both the Land Use License through Land Management and the Land Use Permit through the Code Compliance & Zoning Department. Must include a photograph of proposed setup. Photograph must specifically show how the temporary structure is secured to the ground.

Check, if applicable

☐ Applicant is a registered sex offender (This will be considered for eligibility when requests are made for land use in sensitive areas; i.e.- school zones.

By signing, applicant accepts the Land Use License General Terms and Conditions.

Signature: Date:

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Land Use License General Terms and Condition

1. Approval of the Land Use License Application is subject to recommendation by Land Management and approval by the Oneida Land Commission.
2. The Nation reserves the right to include additional terms and conditions to any Land Use License issued in addition to these General Terms and Conditions based on the requests made in the Land Use License Application.
3. The Nation reserves the right to shut down any site subject to a Land Use License in the event of inclement weather and unpredictable events.
4. Temporary structures erected on the site are subject to inspection at the discretion of the Nation.
5. Any licensee accessing power and/or cooking food on site must have a fire-rated safe tent.
6. Licensees shall comply with all applicable laws, rules, regulations, orders, or other restrictions, including but not limited to any public health order of the Oneida Nation and all Oneida Nation law and rules.
7. Licensee has inspected the premises which are the subject of this license and accepts the same in their presently existing condition and the Licensor need not make any alterations or improvements thereto.
8. The Nation reserves the right to require the Licensee to maintain insurance for bodily injury, death, or property damage occasioned by the reason of the Licensee's use of the premises for the activity which it is sponsoring with minimum limits of liability in the amount of $1,000,000 per occurrence/ $2,000,000 aggregate. The Nation may require said insurance to be primary and noncontributory and to name the Nation as an Additional Insured on the policy with respects to claims or losses against it resulting from the negligence of the Licensee.
9. The Nation reserves the right to revoke any Land Use License issued based Licensees failure to comply with the applicable terms and conditions of the Land Use License – in the case of revocation, any and all fees paid by the licensee are forfeited to the Nation.
10. The Licensee may not assign any of Licensee's rights or responsibilities pursuant to the Land Use License without prior written consent of the Nation.
11. The Land Use License will be governed, construed and enforced in accordance with the laws of the Oneida Nation, provided that nothing in the Land Use License shall operate as a waiver, express or implied, of the Oneida Nation's sovereign immunity.
12. The Licensee shall hold the Nation, its agents, officers, and employees harmless from and shall defend and indemnify them from and against all liability for injuries to or death of persons or damage to property arising from the activities of the Licensee.
13. The Nation reserves the right to negotiate payment in exchange for the issuance of a Land Use License on a case by case basis.
14. Upon issuance of a Land Use License, Licensee shall have the right to utilize those portions of the site in such a manner, and at whatever times as necessary to carry out those activities specifically approved in the license. Licensee's activities shall not interfere with any other management activity that the Nation may conduct on the subject property. Licensee shall not conduct any activity that results in the destruction, degradation, or waste of the property, nor creates any private or public nuisance. The Licensee shall carry on activities such that the property shall be maintained in as good condition as at the beginning. Normal wear, depreciation and damage from causes beyond the Licensee's control are excepted from this requirement.

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Describe the details of the event to include: Purpose, activities involved, estimate of attendees and workers, etc.