

SITE NAME: \_\_\_\_\_

SITE SUPERINTENDENT: \_\_\_\_\_

EVENT NAME: \_\_\_\_\_

EVENT DATE: \_\_\_\_\_



**STATE OF ILLINOIS  
DEPARTMENT OF NATURAL RESOURCES  
ACTIVITY PERMIT**

This Activity Permit is for groups or individuals who want to conduct a special activity on DNR managed site(s) and is codified in the Department's Administrative Rules, Title 17, Part 110.90. This permit supersedes all other versions, and encompasses the Permit to Sell (PTS), if applicable in Appendix A, as a separate section of this permit, and is codified in Title 17, Part 150.10, Subsection C. **This Permit must be submitted to the area's Site Superintendent at least 21 days prior to the activity date.**

**ACTIVITY PERMIT USES AND INSTRUCTIONS**

Activity Permits should be submitted when usage is for an organized activity at a Park/Site and/or risk of liability is present. The following guidelines will apply when issuing an Activity Permit:

**Guidelines for completing Activity Permits:**

1. Any and All fees being charged for participation in or association with the event are subject to the fee structure established in Appendix A, regardless of where the fees are collected.
2. Events should not jeopardize the character or integrity of a site or park. Specifically, Historic Sites and House Museums may not be able to accommodate requests that contradict sound stewardship of those facilities.
3. The Old State Capitol has a separate fee structure and list of requirements that are in addition to this Permit, and correlate with a venue rental fee.
4. If activity requires set-up or wrap-up on site, include those dates in the permit.

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5. PERMITTEE **MUST** provide additional liability protection as follows (see item 5 of Appendix A, Permit to Sell):

**(CHECK BOX FOR APPLICABLE PARAGRAPH)**

PERMITTEE will obtain general liability insurance covering bodily injury at least 72 hours prior to the activity date. The insurance certificate **MUST** show NATURAL RESOURCES as additionally insured (policy holder) and **MUST** show the activity location (site/area/name) and dates of the coverage, **and/or**;

PERMITTEE will provide liability releases (waivers) signed by each participant in the permitted activity, fully indemnifying NATURAL RESOURCES, at least 72 hours prior to the activity date. A copy of the waiver **MUST** be submitted with the Activity Permit. Copies of the signed waivers should remain on site. (See attached DNR waiver).

6. **Site Superintendents have the option of approving or disapproving issuance of Activity Permits.** If approved, permits should be signed and forwarded to the Division office for approval and processing. If permit is not approved at the site level, the superintendent should send a letter and the permit back to the PERMITTEE explaining why the permit was denied.
7. The Division office will distribute approved Activity Permits as follows:
- |           |                             |
|-----------|-----------------------------|
| Original: | Division of Land Management |
| Copy:     | Site Superintendent         |
| Copy:     | Permittee                   |
8. PERMITTEE shall not unlawfully discriminate on the basis of race, color, sex, national origin, age, or handicap.
9. PERMITTEE shall notify Natural Resources prior to the commencement of PERMITTEE'S activities upon the subject premises, and shall comply with additional directions or instructions provided by Natural Resources.
10. PERMITTEE covenants and agrees that PERMITTEE will indemnify and hold harmless, protect and defend, at PERMITTEE'S own cost and expense, Natural Resources, its property, agents, servants, employees, assigns, successors, transferees, licensees, invitees, or other persons or property standing in the interest of the State of Illinois, of and from any and all risks, suits, damages, expenses or claims due to the negligence of PERMITTEE or arising any way from the granting of this Permit.
11. PERMITTEE agrees that immediately following all activities allowed in this Permit, PERMITTEE shall cause the subject premises to be cleaned of all litter, debris, etc., and be restored to the fullest extent possible to their former or pre-existing condition, to the satisfaction of Natural Resources.

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- 12. PERMITTEE shall comply with all Federal, State, and local laws, rules and regulations. This Permit shall be in effect only for the date(s) described on this Permit and is subject to immediate cancellation by NATURAL RESOURCES upon notice to PERMITTEE.
- 13. This Permit is nonexclusive, and NATURAL RESOURCES reserves the right of ingress and egress and usage of the premises in the discharge of its duties and responsibilities. Further, NATURAL RESOURCES expressly reserve the right to allow use by the public for recreational purposes.

**PERMITTEE Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Please type or print in ink:**

Permit requested by: *(Please Attach Flyers or Brochures if applicable)*

Organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Email address: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Day/Date of Event: \_\_\_\_\_ From \_\_\_\_\_ am/pm To \_\_\_\_\_ am/pm

Event (Type of Activity): \_\_\_\_\_

Area within Park: \_\_\_\_\_  
(Highlight Area on Map if available)

Any Special Requests required for your activity; such as utilities, access, trash removal, manpower for set up or tear down. Please be specific: \_\_\_\_\_

Number of Participants: \_\_\_\_\_ Parking Requirements (Number of Vehicles): \_\_\_\_\_

Are there any fees to participate in this event? \_\_\_\_ Yes \_\_\_\_ No **(If Yes, you will need to fill out Appendix A).**

Entry Fee Per Person \$ \_\_\_\_\_ Entry Fee Per Vendor \$ \_\_\_\_\_

Are you providing additional info, as required, to specify activity or vendor?  
Attachment: \_\_\_\_ Yes \_\_\_\_ No

Will Raffle Tickets be sold at this event? \_\_\_\_ Yes \_\_\_\_ No **(If Yes, you will need to fill out Appendix A).**

Are there any other items being offered for sale at this event? \_\_\_\_ Yes \_\_\_\_ No **(If Yes, you will need to fill out Appendix A).**

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**OFFICE USE ONLY**

Site Recommendation: Yes \_\_\_\_\_ No \_\_\_\_\_

If **NO**, attach a letter to a copy of this permit and send to PERMITTEE explaining why this course of action was taken. If **YES**, after receiving Regional and Division approval, Site Superintendent will send applicant copy of **APPROVED** Permit and any site-specific rules, maps, or special instructions.

Recommended by: \_\_\_\_\_ Date \_\_\_\_\_  
Site Superintendent

Approved by: \_\_\_\_\_ Date \_\_\_\_\_  
Regional Land Manager

Approved by: \_\_\_\_\_ Date \_\_\_\_\_  
Division Manager

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***ONLY NECESSARY TO FILL OUT BELOW THIS LINE IF YOU ANSWERED YES TO ANY OF THE QUESTIONS ABOVE***

#### APPENDIX A:

This Permit to Sell authorizes \_\_\_\_\_ (“Permittee”) to offer for sale at the above-named Site of the Illinois Department of Natural Resources (“DNR”) such items as listed herein as Attachment A, which is hereby made a part of this Permit to Sell, providing that Permittee agrees to comply with the following terms and conditions and that the PERMIT TO SELL is approved by the DNR.

1. The term of this Permit to Sell is from \_\_\_\_\_ to \_\_\_\_\_ (not to exceed 15 days).
  
2. The fee for this Permit to Sell is the following (mark the applicable provision):
  - Entities Selling at DNR Sites: Permittee agrees to pay a fee equal to 10% of total gross sales for the term of the event for the privilege of using the above location. Payment shall be by cash, check or money order and made payable to "DEPARTMENT OF NATURAL RESOURCES" and will be submitted upon close of business on the final day of the event. Permittee agrees to keep a Daily Sales Report (Appendix B) and submit said Daily Sales Report upon Request.
  
  - Entities selling at Conservation World at the Illinois State Fairgrounds & entities selling at the DuQuoin State Fair at the DuQuoin State Fairgrounds: Permittee agrees to pay a fee equal to 15% of total gross sales for the term of the event for the privilege of using the above location. Payment shall be by cash, check or money order and made payable to "DEPARTMENT OF NATURAL RESOURCES" and will be submitted upon close of business each day of the event. Permittee agrees to keep a Daily Sales Report (Appendix B) and submit said Daily Sales Report upon Request.
  
  - Entities selling at the Pere Marquette State Park Encampment or the Ft. Massac State Park Encampment: Permittee agrees to pay a fee outlined in the attached document titled “Vendor Fee Agreement” which is incorporated and made part of this Permit to Sell. Payment shall be by cash, check or money order and made payable to "DEPARTMENT OF NATURAL RESOURCES" and will be submitted upon close of business each day of the event. Permittee agrees to keep a Daily Sales Report (Appendix B) and submit said Daily Sales Report upon Request.
  
  - Official IDNR Friends Groups Selling/Sponsoring at any DNR Site: Permittee shall pay no fee for the privilege of using the above location per an active MOU on file with DNR. Permittee must have the permission of the Site Superintendent and must follow all indemnification and insurance requirements for the event.

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3. Permittee shall comply with all Federal, State, County, and local laws, rules, ordinances and regulations.
4. Permittee assumes all risk of loss and agrees to indemnify and hold harmless DNR, its officers, agents, employees, assigns, successors, licensees, invitees, or other persons or property standing in the interest of the State of Illinois, from and against any and all liabilities, damages, demands, claims, suits, losses, fines or judgments, including costs, attorneys' fees, and expenses incident thereto, for injuries to persons and for loss of, damage to or destruction of property due to the negligence of Permittee or Permittee's intentional acts or omissions. Further, Permittee assumes full responsibility for any loss or damage to Permittee's equipment or items offered for sale. Permittee is not an agent of DNR, nor shall Permittee have authority to employ any person as agent or employee for or on behalf of DNR for any purpose. In addition, neither Permittee nor any person engaging in work at the request of Permittee shall be deemed to be an employee or agent of DNR.
5. Permittee shall provide general commercial liability insurance to cover all aspects of the operation commensurate with industry standards for personal injury and property damage in the amounts of \$1,000,000 per occurrence, with a \$2,000,000 aggregate.

If beer, wine or other alcohol is sold or served, Permittee shall also provide Dram Shop Insurance in the amount of \$1,000,000.

This certificate must show the State of Illinois, Department of Natural Resources, as "ADDITIONAL INSURED" for the above referenced location and term.

Permittee attaches a copy of the Certificate of Insurance and Dram Shop Insurance, if applicable, with this Permit to Sell.

6. The Site Superintendent will determine the location from which such sales will take place.
7. If food is sold, Permittee agrees to keep the Premises in a sanitary condition at all times, and in conformity with applicable Federal, State, including the Illinois Department of Public Health, and local laws or offer for sale prepackaged food only.
8. If beer, wine or other alcohol sales are permitted, Permittee shall pay any required fees for such permission and/or appropriate licenses. DNR agrees that fees for any and all such licenses shall be paid directly to the appropriate State or local authority having jurisdiction over the issuing of said license.

Permittee shall submit with this Permit to Sell a copy of the Special Event License/Special Use Permit issued by the State of Illinois Liquor Control Commission.

Permittee nor any officer, associate, member, representative, agent, or employee of such Permittee shall sell, give, or deliver alcohol to any person under the age of 21 years. All items offered for sale, including raffle tickets, must be listed on Attachment A, which is incorporated into this Permit to Sell.

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- 9. If raffle tickets are offered for sale, Permittee shall comply with all state and local licensing requirements and attach a copy of the Raffle License, if applicable, to this Permit to Sell.
- 10. Permittee agrees to keep the area covered under this Permit to Sell in a clean and sanitary condition at all times to a level satisfactory to the Site Manager.
- 11. Permittee agrees to remove all personal property, waste and debris from the Premises and restore the Premises to its original condition upon the expiration of this Activity/ Permit to Sell.
- 12. Permittee shall not construct any temporary or permanent structure or improvement at the facility without prior written permission from the Site Manager.
- 13. Permittee may not disturb any of the natural habitat, aquatic life or wildlife on the permitted area or any area adjacent to the permitted area.
- 14. Permittee shall pay all taxes levied or assessed on the area or activities authorized by this Activity/ Permit to Sell, and all taxes and license fees growing out of or in connection with the operation, whether or not measured by gross revenue from such business.
- 15. DNR and Permittee agree that in the event Permittee files a lawsuit or cause of action against the DNR based upon this Permit to Sell, that such lawsuit or cause of action may only be heard in Springfield, Illinois, in the Illinois Court of Claims.
- 16. DNR may terminate this agreement at any time for any reason. I/We agree to abide by the foregoing terms and conditions.

**PERMITTEE:**

**NATURAL RESOURCES:**

**APPROVED BY:**

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Colleen Callahan  
Director, IL Dept. of Natural Resources

\_\_\_\_\_  
Date

Official Address:  
One Natural Resources Way  
Springfield, IL 62702-1271  
Phone # (217) 782-7940  
Fax # (217) 524-4082

EVENT NAME: \_\_\_\_\_ EVENT DATE: \_\_\_\_\_

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**APPENDIX B**

**PERMITEE:** \_\_\_\_\_

**CONTACT NAME:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**ITEMS BEING OFFERED FOR SALE** (To be completed at time of application is submitted):

_____	_____
_____	_____
_____	_____
_____	_____

**DAILY SALES REPORT** (To be completed and returned with fee to site office within 7 days after the event):

DATE OF SALE: \_\_\_\_\_ TOTAL SALES: \$ \_\_\_\_\_

*False reporting could lead to cancellation of your Temporary Permit*

**PERMITEE SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

\_\_\_\_\_

**FOR OFFICE USE ONLY:** DATE \$ SUBMITTED TO IDNR: \_\_\_\_\_

CASH: \_\_\_\_\_

CHECK: \_\_\_\_\_

MONEY ORDER: \_\_\_\_\_

IDNR SIGNATURE: \_\_\_\_\_



**ILLINOIS DEPARTMENT OF NATURAL RESOURCES  
RELEASE OF LIABILITY**

The undersigned entrant/participant/contestant in the \_\_\_\_\_  
\_\_\_\_\_ activities scheduled for the date(s) of  
\_\_\_\_\_, 20\_\_ at \_\_\_\_\_  
\_\_\_\_\_ covenants that he/she shall assume all risk and liability  
arising in conjunction with the above activities and shall save, hold, and keep harmless at all  
times the State of Illinois and the Illinois Department of Natural Resources, its agents and  
employees against any loss, damage, penalty, cost and expense, judgments and decrees that may  
accrue or be incurred by reason of any accident, loss, wrong, injury or damage to person, life or  
property in or about the above referenced area(s) arising out of the above described activities.  
Individuals that have not signed this document cannot participate in the above mentioned  
activity.

	Printed Name	Signature	Date
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