

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

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



## PERMIT TO SELL

This Permit to Sell authorizes \_\_\_\_\_ ("Permittee") to offer for sale at the above-named Site of the Illinois Department of Natural Resources ("IDNR") 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 IDNR.

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 IDNR 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.

Facility Usage Fee: Permittee agrees to pay a pre-approved flat-fee for the proposed event if the event requires any of the following: significant staff time, overtime by staff, other Department resources, seeks usage of an area at the site in high demand, event expects very high attendance, would have a significant impact on other visitors at the site, or could potentially harm the natural resources at the site. This would be applicable to events that may not be charging a fee, selling items OR that have very high anticipated fees, whereby the 10% fee is being superseded with the pre-approved flat fee. The Department may assess a fee to offset these variables and must be approved by the Office of Land Management Director.

Pre-Approved Facility Usage Fee: \_\_\_\_\_

Official IDNR Friends Groups Selling/Sponsoring at any IDNR Site: Permittee shall pay no fee for the privilege of using the above location per an active Memorandum of Understanding (MOU) on file with IDNR. Permittee must have the permission of the Site Superintendent and must follow all indemnification and insurance requirements for the event.

3. **ITEMS BEING OFFERED FOR SALE:**

_____	_____
_____	_____
_____	_____

4. Permittee shall comply with all Federal, State, County, and local laws, rules, ordinances and regulations.

5. Permittee assumes all risk of loss and agrees to indemnify and hold harmless IDNR, 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 IDNR, nor shall Permittee have authority to employ any person as agent or employee for or on behalf of IDNR 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 IDNR.
6. 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.

7. The Site Superintendent will determine the location from which such sales will take place.
8. 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.
9. If beer, wine or other alcohol sales are permitted, Permittee shall pay any required fees for such permission and/or appropriate licenses. IDNR 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.

10. 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.
11. 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 Superintendent.

- 12. 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 Permit to Sell.
- 13. Permittee shall not construct any temporary or permanent structure or improvement at the facility without prior written permission from the Site Superintendent.
- 14. 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.
- 15. Permittee shall pay all taxes levied or assessed on the area or activities authorized by this 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.
- 16. IDNR and Permittee agree that in the event Permittee files a lawsuit or cause of action against the IDNR 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.
- 17. IDNR may terminate this agreement at any time for any reason. I/We agree to abide by the foregoing terms and conditions.

**PERMITTEE:**

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

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

\_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Phone

**NATURAL RESOURCES:**

**APPROVED BY:**

\_\_\_\_\_  
 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

APPENDIX A

DAILY SALES REPORT

To be completed and submitted to the site within seven (7) days after the event.

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

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

PERMITTEE: \_\_\_\_\_

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

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

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

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*False reporting could lead to denial or cancellation of your future Activity Permits.*

PERMITTEE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**FOR OFFICE USE ONLY:**

DATE \$ SUBMITTED TO IDNR: \_\_\_\_\_

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

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

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

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