SITE NAME: _____

EVENT NAME: _____

ILLINOIS DEPARTMENT OF NATURAL RESOURCES

PERMIT TO SELL

This Permit to Sell authorizes _____ ("Permittee") to charge fees to participants, provide items for sale, or otherwise collect money or items as part of an event at the above-named owned, leased or managed Site of the Illinois Department of Natural Resources ("IDNR"), the Illinois State Fair, or the DuQuoin State Fair pursuant to 17 IAC 110.4(d). Any items offered for sale are limited to such items as listedherein. Permittee agreesto 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 box):

   ◯ Permittee agrees to pay a fee equal to 10% of total gross sales, fees charged to participants, or money collected for the term of the event or 15% of total gross sales, fees charged to participants, or money collected for the term of the event if the event is a part of the Illinois State Fair or the DuQuoin State Fair. 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 agreesto keep a Daily Sales Report (Appendix B) and submit said Daily Sales Report upon Request.

   ◯ Pursuant to 17 IAC 110.190, Official IDNR Friends Groups charging fees to participants, providing items for sale, or otherwise collecting money or items as part of an event at any IDNR Site 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. **FEES, ITEMS BEING OFFERED FOR SALE, OR REASON MONEY IS BEING COLLECTED**:

   _____ _____

   _____ _____

   _____ _____

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 or activities 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 without the permission of the site superintendent.

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.

18. Notes:_____

_____

_____

_____

_____

PERMITTEE:

_____
Name of Organization

_____
Signature of Authorized Person

_____
Date

_____
Name (Print)

_____
Address

_____
Phone

_____
Email

NATURAL RESOURCES:
APPROVED BY:

_____
Jim Montgomery
Director, IL Dept. of Natural Resources

_____
Date

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 EVENT: _____ TOTAL FEES/SALES/MONEY COLLECTED: $_____

DATE OF EVENT: _____ TOTAL FEES/SALES/MONEY COLLECTED : $_____

DATE OF EVENT: _____ TOTAL FEES/SALES/MONEY COLLECTED : $_____

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DATE OF EVENT: _____ TOTAL FEES/SALES/MONEY COLLECTED : $_____

DATE OF EVENT: _____ TOTAL FEES/SALES/MONEY COLLECTED : $_____

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: _____