



SPECIAL EVENT REQUEST FORM

Pecatonica Prairie Trail
www.pecatonicaprairie.com

Received _____

Section 1

Please provide the following contact information:

- 1) Group/Organization: _____
- 2) Contact Name: _____
- 3) Phone: (day) _____ (evening) _____ (cell) _____
- 4) Email: _____
- 5) Mailing Address: _____

Section 2

Please address/answer the following items regarding your event details:

- 1) Event name: _____
- 2) Event description: _____

- 3) Portion of Trail Where Event is to Take Place: _____

- 4) Date(s) of event: _____
- 5) Event hours: _____
- 6) Expected attendance: _____
- 7) How will parking be accommodated and managed? _____

- 8) Are food/beverages to be served/sold? () No () Yes If yes, write description: _____

- 9) Will alcohol be served/sold? () No () Yes If yes, Dram Shop Insurance is required and must be provided to Pecatonica Prairie Trail Commission 30 days before event.
- 10) Will signs/banners be hung? () No () Yes If yes, attach a map designation, locations and methods of securing. _____
- 11) Will there be entertainment? () No () Yes If yes, please describe: _____



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- 12) Will temporary structures or equipment be built/used during the Event (i.e., stage)? () No () Yes
If yes, describe: _____

- 13) Describe set up and tear down schedule, include dates/times: _____

- 14) Other special arrangements for the proposed event: _____

- 15) Is this a fund-raising event? () No () Yes If yes, please describe (Whom/What): _____

- 16) Are there any fees charged to participate in the event or prizes awarded? () No () Yes
If yes, please describe: _____

Requirements for staging the activity/event:

- 1) An event layout map must be provided with this application identifying all logistics noted above.
- 2) If event involves approval from additional organization or individual a copy of written approval must be attached with this request.
- 3) Trail is to remain open, and event should minimize impact, to other trail users during the Event.
- 4) Registration, pre-event staging, water stations and finish line chute, etc. are to be positioned off the main trail so as not to obstruct the use of the trail by other non-event trail users.
- 5) Event organizers are to notify police, emergency, or other appropriate authorities regarding crossing of roadway intersections and other issues.
- 6) Signs are to be posted by the event sponsors at locations as required by the Pecatonica Prairie Trail Commission to inform the trail-using public encountering this event.
- 7) Event sponsors are to provide sufficient event personnel positioned as necessary to provide for safety of participants and other trail users, including but not limited to event Marshalls at the event start, finish, turnaround, and intersections.
- 8) Event sponsors shall clean up and remove from the Trail property all event signs, banners, boxes, packaging and other debris, and pick up and dispose of any litter from the event.
- 9) Activities, events and signage promoting political candidates, political organizations, or other organization advocating a political position on a local, state, or national issue are not permitted.



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The Pecatonica Prairie Trail Commission reserves the right to make final approval decision on events as determined to be in the best interest of the Trail.

Disclaimer: Events approved by the Pecatonica Prairie Trail Commission for Trail use do not necessarily reflect the views of the Commission or its Member agencies.

Special event applications may be submitted as early as January 2 of each calendar year and no later than 10 business days prior to the event. Larger events may require Pecatonica Prairie Trail Commission approval and should be submitted ninety (90) days prior to event.

Pecatonica Prairie Trail Commission is Committed to Enabling All to Enjoy the Pecatonica Prairie Trail. The Pecatonica Prairie Trail Commission invites people of all abilities to discover the benefits of the Pecatonica Prairie Trail.

Please submit the following with your Special Event Request Form:

- ✓ **A Signed “LICENSE AGREEMENT” (see attached)**
- ✓ **An event layout map (see 1 under requirements, above)**
- ✓ **Any applicable approval letters (see 2 under requirements, above)**

The following items must be submitted no later than 10 business days before your event:

- ✓ **A Certificate of Liability Insurance listing the Pecatonica Prairie Trail Commission as an additional insured.**

This form and necessary attachments may be returned by fax or email for preliminary review

Fax: (815) 877-6124 or Email: FPWC@winnebagoforest.org

* “Entertainment” is defined as activities performed by staff or volunteers of the organization and/or contracted vendors for such items as music, performances, moon bounces, children’s activities, etc.



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LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this _____, 20____, by and between the Pecatonica Prairie Trail Commission, hereinafter called “Licensor” and _____, hereinafter called “Licensee.”

1. PREMISES AND PURPOSE

The Licensor hereby licenses to Licensee who hereby licenses from the Licensor the right to use the premises described above, hereinafter called the “premises,” for the sole purpose of the event as described in the application, and for no other purpose.

It is understood that other areas of the premises and adjacent properties may be licensed to other persons or used by the general public during any of the periods covered by this Agreement. The Licensor warrants, however, that it will not authorize or permit any other Licensee to engage in activities that would interfere with licensee’s enjoyment of the rights granted under this Agreement.

2. TERMS AND CONDITIONS

The terms and conditions as outlined in the above form are hereby incorporated into this AGREEMENT.

4. CANCELLATION

It is understood by the Licensee this contract may be canceled at any time for any reason, by the Licensor without any liability to the Licensor.

5. FOOD SERVICE

Licensee agrees that food service shall be limited to prepackaged food and beverages only. A Winnebago County Health Department License is required for approval to sell or serve any prepared food or beverages.

6. INDEMNITY

Licensee shall conduct its activities upon the premises so as not to endanger any person thereon, and hereby agrees to indemnify, same and hold harmless the Licensor, its Commissioners, officers and employees from any and all claims, demands, loss, liability, cost or expense of any kind or nature whatsoever, including attorney’s fees, which the Licensor, its Commissioners, officers or employees may sustain or incur or which may be imposed upon any of them for injury or death of persons, including injuries sustained by employees of Licensor or Licensee, or damages to property arising out of, connected with or attributes to the use or occupancy of any facilities of the Commission by Licensee, Licensee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the Commission by the consent of the Licensee and Licensee agrees to pay for any clean-up and/or damages to the facilities of the Commission resulting from any acts, intentional or negligent, whether said acts are committed by Licensee, or its agents or employees or persons participating in or attending the function contemplated by the Agreement or on the premises with the permission of Licensee.

7. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary herein contained, Licensor’s liability to Licensee shall be limited to a return of the License fees actually paid. Licensee hereby waives any and all rights to indirect or consequential damages relating to the use or non-use of the Commission pursuant hereto.



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8. INSURANCE

Licensee shall secure general liability insurance in an amount no less than \$1,000,000 for said special event with the Pecatonica Prairie Trail Commission included on the policy as an additional insured. Licensee shall provide the Commission with a copy of the insurance certificate a minimum of 10 business days prior to event.

9. NON-ASSIGNABILITY

Licensee agrees to surrender the premises to Licensor at the end of the term of this Agreement in the same condition as at the beginning of the term, ordinary wear and use being excepted, and shall pay for all damages occasioned by its use. Should Licensee fail to vacate the premises at the end of the term of the Agreement or at its termination for any cause, then the Licensor may, without restoring to legal proceeding, at the expense of Licensee, remove all persons and property there from, and the Licensor shall not be liable for any damages or loss sustained by such removal or storage or disposal elsewhere of such property.

10. SUIT TO ENFORCE

Should the Licensor institute suite or other action against Licensee as a result of Licensee's failure to comply with any term of this Agreement, the Licensor shall recover all damages provided by law, all costs and disbursements provided by Statute and all costs actually incurred, including reasonable attorney's fees.

11. CONSTRUCTION OF AGREEMENT

All persons or entities executing this Agreement as Licensee shall be deemed to have jointly and severally made and entered into the whole of the Agreement and shall be jointly and severally liable thereby. All terms and conditions of this written Agreement shall be binding upon the parties, their heirs and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto, unless the same be in writing and be signed by the authorized representatives of the Licensee. This Agreement shall be governed by the laws of the State of Illinois.

12. ENTIRETY OF AGREEMENT

It is expressly understood and agreed that the Licensor makes no representations or agreements, oral or otherwise, outside of the terms of this Agreement which add to, broaden, vary or conflict with the provisions hereof. Any purported outside representation or agreements have no force or effect upon the rights or duties of the Licensor thereunder. No term, provision or condition of the Agreement may be altered, amended and added, except upon the execution of a written agreement in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above set forth.

Licensee:

Pecatonica Prairie Trail Commission:

BY: _____

BY: _____

Date: _____

Date: _____