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| Dir. of Program Services |
| Dir. of Business Services |
| Dir. of Parks |
| Marketing Coordinator |
| Executive Director |
| Business Services Office |

MOBILE FOOD VENDOR PERMIT/APPLICATION

Application MUST be submitted 30 days before setup.

Date of Event: _____

Park: _____

Park Area(s) (See Maps): _____

SECTION 1- Application must be completed in its entirety and approved by the Park District before your setup is confirmed. Do not publicize your location prior to receiving approval from the Park District. Return completed application to address listed above. This application must be completed and approved prior to application for City of Quincy permits.

Name/Business: _____

Name/Business Status (Check): Private Commercial

Name/Business Address: _____ City: _____ State: _____ Zip: _____

Responsible Party/Contact Person: _____

Telephone Number(s): (H): _____ (W): _____ (Cell): _____

E-mail Address: _____

Type of Vehicle (Truck/Trailer/etc): _____ License Plate #: _____

Park/Area Requested: _____

Dates/Time Requested (Include set-up and take down): _____

Annual? Yes No If so, date of next year's: _____

Type of Food Serving (Attach Menu): _____

Food/Beverage Concessions Sale of Alcoholic Beverages

FEES WILL BE CHARGED FOR EXTRA SERVICES

Required Additional Park District Services - \$20.00 Plus:

Electricity Picnic Tables _____ (\$10/\$15 ea.) Trash Receptacles _____ (\$5 ea.)

Electrical Service Changes: A fee will be assessed for vendors using electricity. No additions or changes to the District's electrical service is allowed.

All vendors must provide a copy of proper City of Quincy permit(s) and Adams County Health Dept license.

SECTION 2 - PARK DISTRICT REQUIREMENTS:

I, _____, being the authorized representative of, _____ ,
(Responsible party) (Group/Business)

have read and fully understand that I or the business will be fully financially responsible for all damages to the grounds and facilities directly related to the conduct of my operations. Additionally, I understand that I or the business will be fully responsible for litter control, including disposal by private contract or through additional service agreement with the Quincy Park District. It is understood that the I or the business I represent will provide liability insurance and fully comply with all Federal, State, Local, and Park District statutes, policies, rules and regulations governing the use of public parks and properties.

NOTE: The Quincy Park District reserves the right to revoke this permit at any time.

Signed: _____ Date: _____
(Responsible party)

-----**Official Use by the Quincy Park District**-----

Check List:

- Hold Harmless Agreement (Form Attached)
- COVID Waiver (Form Attached)
- Site Plan (Form Attached)
- Driving on the grass (Form Attached)
- Liability Insurance (Tort Immunity) naming the Quincy Park District as an additional insured. Insured blanket liability minimum coverage limit of \$1,000,000/occurrence and \$2,000,000 aggregate (*\$1,000,000 per occurrence and \$3,000,000 annual aggregate if attendance is expected to exceed 1,000 or alcohol is going to be served*)
- Vendor - City Permit(s)/County Health Dept License

If Alcohol will be sold

- Alcohol Sales Plan (Form Attached)
- Security Plan (Form Attached)
- Dram Shop Insurance
- Alcoholic Beverage Sale License

Event/Service Fees/Charges:

| | |
|--|------------------|
| Fee (\$300 Annual \$75 Per Event): | \$ _____ |
| Damage Deposit: | \$ <u>250.00</u> |
| Shelter Fees: _____ Shelter(s) X \$ _____ per shelter: | \$ _____ |
| Vendor Electrical Fee: | \$ _____ |
| Additional Services: | \$ _____ |
| Total Due: | \$ _____ |
| Date Paid: | _____ |

FINAL **CONDITIONAL** **APPROVAL BY QUINCY PARK DISTRICT:**

Signed: _____ Date: _____
(Executive Director)

If Conditional Approval the following must be provided to obtain final approval:

| | |
|----------------------------|----------|
| --Office Use Only-- | |
| Deposit Amount | \$ _____ |
| Billable Amount | \$ _____ |
| Net Refund Amount | \$ _____ |

HOLD HARMLESS AGREEMENT

I, _____, shall implement appropriate safeguards to prevent
(Responsible Party)
accidents or injuries to persons or properties. To the fullest extent that is permitted by law,
_____, agrees to indemnify, defend and hold harmless
(Group/Business)
the Quincy Park District, its Board of Commissioners, officials, agents, employees and volunteers
and all others connected with the Quincy Park District, from any and all actions, claims, demands,
suits, liabilities (statutory and workmen's compensation law), losses, damages or expenses
including attorney's fees, as well as all costs from death of, injuries to, theft of or damage to
properties or persons, including third parties; growing out of, directly or indirectly caused by any
service, operation or associated incidents from the actions or omissions undertaken by
_____ or any of its agents, volunteers, employees or
(Group/Business)
subcontractors.

Description of activities/event:

Print name of authorized Group/Business Representative

Signature of authorized Group/Business Representative

Date: _____

WAIVER, RELEASE, ASSUMPTION OF RISK,
AND AGREEMENT FOR FACILITY USE BY OTHERS

I, _____, [individually or on behalf of
business], am applying for use of Quincy
Park District property for the purpose of conducting vendor operations. If I have already entered into a
facility use agreement and this waiver, release, and assumption of risk is an agreed upon addendum to that
agreement.

I certify that my use of the aforementioned area/property is permitted under the Illinois Governor's Executive
Order at the time this document is signed and that I will comply with the Illinois Department of Commerce &
Economic Opportunity published guidelines.

I understand and acknowledge that the use of the area/property and those participating in the same is
wholly voluntary and that there are physical risks and hazards connected with vendor operations, including,
but not limited to the risk of communicable disease such as COVID-19. I understand, acknowledge, and
agree that the Quincy Park District is not responsible for and does not assume the costs of any medical
testing, care, or treatment associated with the event/activity or anyone's participation in the same, including,
but not limited to, any medical testing, care, and treatment of anyone participating in the event/activity, or
anyone with whom participants in the event/activity may have contact with during or after participation in the
event/activity.

With regards to the risks posed by COVID-19 I acknowledge, understand, agree:

- a. That the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World
Health Organization and, as a result, the activity/event is being conducted during a time of a national
public health crisis;
- b. That COVID-19 is extremely contagious and there are risks, known and unknown, associated
with vendor operations;
- c. That other patrons, volunteers, and organizers may be infected before and/or during the vendor
operations and could transmit COVID-19 without displaying any symptoms;
- d. It is the responsibility of the owners of the vendor operations to manage the risks to themselves
and others they may come into contact with which are associated with COVID-19;
- e. That patrons may pose a risk to those that are most impacted or at greatest risk of infection from
COVID-19;
- f. That the Quincy Park District cannot guarantee that patrons or others with whom they come into
contact with during vendor operations will not become infected with COVID-19;

I understand and agree that if any organizer, employee, volunteer, patron or anyone they have had direct
recent contact with exhibits symptoms of COVID-19, as set out by the U.S. Centers for Disease Control on
the day of or within 14 days prior to vendor operations, they will not be allowed to participate in the vendor
activities. I understand and agree that if any organizer, employee, volunteer, patron has symptoms of
COVID-19, as set out by the U.S. Centers for Disease Control during vendor operations they will be
required to leave immediately and notification must be given to the Quincy Park District. If any organizer,
employee, volunteer, participant or anyone they have had direct recent contact with exhibits symptoms of
COVID-19, as set out by the U.S. Centers for Disease Control within 14 days after the vendor operations, I
will immediately provide notice of the same to the Quincy Park District.

The undersigned shall obtain and maintain liability insurance in the amount of \$1,000,000 per occurrence
and \$2,000,000 annual aggregate (*\$1,000,000 per occurrence and \$2,000,000 annual aggregate if
attendance is expected to exceed 1,000 or alcohol is going to be served*), and shall name the Quincy Park
District as an additional insured on the policy at the above amounts prior to the date of the vendor
operations and written confirmation from the Insurance Broker, Insurance Agent, or Insurance Company.
The liability policy obtained by undersigned must indicate that that this coverage will be primary to cover any

and all injuries, illness, or death to any person as a result of participation in the activity/event for which the Quincy Park District property is being used.

The undersigned, individually and/or on behalf of _____ [name of business] hereby agrees to indemnify, hold harmless, and defend the Quincy Park District from and against any and all claims, suits, judgments, including reasonable attorney's fees and litigation expenses based upon or arising out of any personal injury, disability, death, illness, damages, loss, or damage to personal property occurring during or as a result of vendor operations. This provision applies to the actual or alleged actions or omissions of the undersigned, its employees, members, or volunteers, Quincy Park District employees, officers, Board members, officials, agents, volunteers, or staff. The undersigned further agrees to pay the Quincy Park District all costs of suit and all attorney's fees should litigation be required to the Quincy Park District to enforce any provision of this agreement or recover any amounts owed by the undersigned pursuant to the terms of this agreement.

I affirmatively state that I have been authorized to execute this document on behalf of _____ [name of business, business, club] and bind them to the terms of this agreement. If such authority is found not to exist, I agree to be personally bound to the terms of this agreement.

I hereby acknowledge that I have read this Waiver, Release, and Assumption of the Risk and Agreement For Facility Use By Others, I understand the same, and I have voluntarily signed it below.

Signed this ____ day of _____, 202__.

Signature

Printed Name

Additional Park Site(s) Plan:

| Date | Park | Park Area(s) (See Maps) |
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Driving on Grass Permit Request

If due to the nature of your event, you feel driving or parking on the grass is necessary for your event you must request a permit in writing below. This permit in no way limits the organizer's responsibility for damages of any kind, park terrain may be uneven with hazards.

ORDINANCE NO. 97-7

SECTION 29: PARKING LOTS AND ROADWAYS

No person shall drive any automobile, truck, motorcycle, or motorized vehicle within any of the parks of the District except upon the parking lots and roadways without permission of the Director.

Date of approved event: _____

Location of event: _____

Event organizer: _____

Organizer address/telephone number: _____

Responsible party signature: _____

Describe need/reason:

Questions or comments may be directed to Director of Parks.

Approved by:

Complete only if Alcohol will be sold at the event

Alcohol Sales Plan:

Dates and times alcohol will be sold: Date: _____ From: _____ To: _____
Date: _____ From: _____ To: _____
Date: _____ From: _____ To: _____

Number of alcohol sales outlets: _____

Describe the method to be used to determine the age of patrons and the method used to identify patrons of legal age to purchase alcohol (**some type of visible wristband, tag or stamp system is required**):

NOTE: Person consuming alcohol must be present when alcohol is purchased (i.e. Two drinks Sold = Two 21 year old patrons present).

Complete only if Alcohol will be sold

Security Plan

Security Personnel: # of Police Auxiliary: _____ # of Sworn Officers: _____ # of Other: _____

NOTE: One sworn officer is required if alcohol will be sold. Two sworn officers are required if attendance is over 500.

Describe security measures that will be used during this event:
