



POLLY ANN TRAILWAY MANAGEMENT COUNCIL

EVENT APPLICATION
FOR-PROFIT

PATMC USE ONLY	
Submittal Date	
Permit Number	

APPLICANT: Please read all attachments before completing application. Submit completed application to the Polly Ann Trailway Manager. Application must be submitted at least sixty (60) days prior to proposed use. Attach additional information as needed to fully describe proposed use activity. Checks or money orders should be made payable to "Polly Ann Trailway Management Council".

- Initial application fee of fifty dollars (\$50.00) must be submitted with application.
- Fees: \$100 (100-299 people) \$200 (300-499 people) \$300 (500-799 people) \$500 (800+ people)

Name of Applicant/Organization			Name of Contact Person		
Address			Address		
City, State, ZIP			City, State, ZIP		
Telephone	FAX	Website	Telephone	FAX	E-mail Address

Proposed Event Location on the Polly Ann Trail (Attach Map)

Duration - 1/2 Day or less 1 Day 2-3 Days 4-7 Days 8+ Days

Will Applicant charge a fee/donation for participation?	<input type="checkbox"/> No <input type="checkbox"/> Yes	_____
Will Event require use of parking lot/access site?	<input type="checkbox"/> No <input type="checkbox"/> Yes	If Yes, explain: _____
Will structures or equipment be placed on trail property?	<input type="checkbox"/> No <input type="checkbox"/> Yes	If Yes, explain: _____
Will sound amplification equipment be used?	<input type="checkbox"/> No <input type="checkbox"/> Yes	If Yes, explain: _____
Will food, beverages or other items be sold?	<input type="checkbox"/> No <input type="checkbox"/> Yes	If Yes, explain: _____
Will a utility vehicle be used for safety?	<input type="checkbox"/> No <input type="checkbox"/> Yes	If Yes, explain: _____
Will Event require use of utilities (water, electric, sewer)?	<input type="checkbox"/> No <input type="checkbox"/> Yes	If Yes, explain: _____
Will Event be competitive?	<input type="checkbox"/> No <input type="checkbox"/> Yes	If Yes, indicate Length of Route and describe below: Length: _____

TYPE OF EVENT:

Description of Proposed Type of Event (Attach additional information as needed to fully describe event activity.)

Date(s) of Proposed Use	Weekend Use	Time of Event (if applicable)	No. of Participants/Users	No. of Utility Vehicles
From: _____ To: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No			
POLICE - Input from the local Police Department is required	Name of person from Police Department	Telephone	Was input sought? <input type="checkbox"/> Yes <input type="checkbox"/> No	
FIRE - Input from the local Fire Department is required	Name of person from Fire Department	Telephone	Was input sought? <input type="checkbox"/> Yes <input type="checkbox"/> No	

APPLICANT: Read all pages and attachments before certification and signature.

APPLICANT CERTIFICATION

I certify that the information submitted herein, including all attachments, is accurate and complete and that I have read and understand and agree to abide by the requirements contained on all attachments, including liability insurance and performance bonding requirements. I have enclosed the required Application Fee. I understand that, if I have submitted a Review Fee that is not the correct amount, an additional fee must be paid prior to review of my application. I also understand that all remaining fees for the use of the Polly Ann Trailway must be received by the Trail Manager within 14 days of notification of approval to the applicant or permissions may be considered void.

Applicant/Authorized Representative - Print or Type

Signature

Date

FOR PATMC USE ONLY							
Date	Deposit Type	Amount	Receipt No.	Application Fee	Receipt No.		
	<input type="checkbox"/> Check <input type="checkbox"/> Cash	\$		\$			
Utility Vehicle Fee	Receipt No.	Other Fee	Receipt No.	Other Fee	Receipt No.		
\$		\$		\$			
Insurance Aggregate Amount	Date Permit Issued	Date Permit Expires	Applicant / Permit Number				
\$							

Signature

Title

Submittal Date	
Permit Number	

CONDITIONS AND REQUIREMENTS

1. The approved application, along with any written approvals, permissions or conditions imposed by the Polly Ann Trailway Management Council (PATMC), shall serve as the Permit for use of the Event Location. The Permit shall be made available for inspection upon request when Permittee is operating on the Polly Ann Trailway (the "Trail").
2. Permission for use shall be limited to the Event Location identified on the Permit and shall expire on the date indicated, unless sooner terminated.
3. Payment of the fee in the amount specified in the Event Application shall be made prior to use of the Trail.
4. Permittee shall maintain the Event Location in a clean and orderly condition.
5. The rights accruing under this Permit shall not be assigned or transferred without the written permission of the PATMC.
6. Permittee shall not commit, cause, or allow to be committed, any waste of, or injury to, the Trail or any part thereof, including the Event Location, nor use the same except for the purpose indicated in the Permit.
7. Temporary improvements may only be made if authorized by separate written permission of the PATMC.
8. Temporary improvements made by the Permittee on the Trail or the Event Location and not removed within 30 days after cancellation or expiration of this Permit, and when such removal is requested by the PATMC, or its designee, AT THE PATMC'S OPTION, shall become attached and remain a part of the Trail.
9. Permittee agrees to comply with all requirements herein, and, if for any reason Permittee violates or neglects to fulfill such requirements, this permission for use shall terminate and Permittee shall forfeit all rights, payments and deposits made hereunder.
10. Permittee shall comply with all applicable laws, regulations and codes (including but not limited to all environmental) and will obtain any necessary permits or approvals in connection with its use of the Trail.
11. Permittee shall reimburse the PATMC for any repairs to the Trail resulting from damage caused by Permittee or its agents, employees, volunteers or invitees.
12. Permittee shall report, in writing, to the Trail Manager, all incidents related to the use of this Permit that result in personal injury, death, or property damage. Incidents resulting in personal injury, death, or property damage must be reported to the Trail Manager immediately by telephone or in person, followed by a written report.
13. The PATMC and/or its designee shall have the right at all reasonable times during the term of this Permit to enter the Event Location for the purposes of making any inspections, repairs, additions or alterations as may be deemed appropriate by the PATMC for the preservation of the Trail.
14. Permittee shall comply with the Elliot-Larsen Civil Rights Act, 1976 PA as amended, MCL 37.2101, *et. seq.*; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101, *et. seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Permittee agrees to include in every subcontract entered into for the performance of this Permit, this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Permit.
15. Permittee shall comply with the State Contracts with Certain Employers Prohibited Act, 1980 PA 278, as amended, MCL 423.321, *et. seq.*
16. **INSURANCE:** Applicant shall furnish to the Polly Ann Trailway Management Council, prior to issuance of written permission, a policy of General Liability Insurance which provides the following:
 - a) Names of the Applicant as the insured.
 - b) Coverage for the acts and omissions of the Applicant, it's officers, employees and agents.
 - c) Coverage shall name the Polly Ann Trailway Management Council, Orion Township, Oxford Township, Village of Oxford, Addison Township, Village of Leonard, The State of Michigan Department of Natural Resources, their departments, officers, employees and agents as additional insured and shall be primary to any other insurance held by the above-named entities.

- d) Policy term must provide coverage for the term of use.
- e) Minimum limits of liability shall be \$1,000,000 per occurrence and aggregate;
- f) Coverage shall comply with the Guidelines for Liability Insurance Requirements for User Groups.
- g) The policy shall not be cancelled without giving the Polly Ann Trailway Management Council thirty (30) days' notice, except for non-payment of premium which shall be ten (10) days.

17. **Damage Deposit and/or Performance Guarantee:** A cash or check Damage Deposit and/or a Performance Guarantee may be required to be provided by Permittee, as a guarantee of faithful performance of the conditions of the Permit, in an amount to be determined by the PATMC prior to approval of the Permit. As soon as security for the performance of the terms and conditions of the Permit or the settlement of claims incident thereto is no longer necessary, unused portion(s) of the posted Damage Deposits or Performance Guarantee will be returned to the Permittee.

18. **DAMAGES:** The Permittee shall be held liable for the cost of repair for any damages caused by operations under this Permit, including but not limited to the Trail, trees, grounds, improvements or infrastructure.

19. **LIABILITY:** Permittee hereby releases, waives, discharges and covenants not to sue the PATMC, the State of Michigan, their respective departments, officers, employees, volunteers and agents, from any and all liability to Permittee, its officers, employees, volunteers, agents, participants and invitees for all losses, injury, death or damage, and any claims or demands therefore thereto, on account of injury to person or property, or resulting in death of Permittee, its officers, employees, volunteers, agents, participants or invitees, in reference to the use of the Event Location and activities authorized by this Permit.

20. **INDEMNIFICATION:** Permittee hereby covenants and agrees to indemnify and save harmless, the PATMC, the State of Michigan, their respective departments, officers, employees and agents, from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to (1) issuance of this Permit; (2) the activities authorized by this Permit; and (3) the use or occupancy of the Event Location which are the subject of this Permit by the Permittee, its

employees, contractors, or its authorized representatives.

- 21. **PENALTY NOTICE:** Non-compliance with terms of the written permission, if granted, will be basis for forfeiture of some or all of the Damage Deposit and/or Performance Guarantee, termination of the written permission, and denial of future use applications. Permissions issued under this policy do not exempt the Permittee from complying with existing statutes.
- 22. This permit does not give Permittee, its officers, employees, volunteers, agents and invitees exclusive use of the Trail.
- 23. Permittee is responsible for safety procedures and first aid.
- 24. Permittee must coordinate with local emergency service providers (i.e., Oakland County Sheriff's Office and Fire Departments).
- 25. No motorized vehicles are permitted on the Trail, or any portion thereof, including the Event Location, without prior written permission from the PATMC.