

## Michigan Department of Natural Resources

## **EVENT/PROGRAM APPLICATION**

This information is required under authority of Part 5 of Act 451 of 1994, as amended. MCL 324.501 - 511 and the Rules for the Regulation of State Lands, R299.921 - R299.932.

DNR Use	Only
Management Unit	
Permit Number	

<u>APPLICANT:</u> Please read all attachments before completing application. Submit completed application to local Michigan DNR office where permit is being sought. 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 "State of Michigan." Submission of Event Application does not guarantee approval. <u>Read all pages and attachments before certification and signature.</u>

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Name of Applicant/Organization		Name of Contact Person						
Address	Address							
City, State, ZIP Code			City, State, ZIP Code					
Telephone Number	Fax Number		Telephone Num	nber		Fax Nu	mber	
E-mail Address	E-mail Address							
For Profit/Commercial Non-Other:	empt)	Federal ID Number  Private Event (Ex. Wedding)  Public Event (Ex. Community Concert)						
Event/Program Name			Is this event/program part of a DNR campaign?					
			Rec 101/20	2 MI Big	Green Gyr	n 🗌 C	Other:	
Type of	☐ Fishing ☐ Eque	strian 🗌 Walki	ing/Running/Tria	thlon 🗌 Bi	icycle 🗌 \	Wedding		
Proposed location on state land (Name	of trail or department or	r legal property d	lescription. Atta	ch map indic	ating route a	and/or p	roposed areas of use)	
Set-Up Start Date	Start Time		Clean-Up End [	Date		End Tin	ne	
Event Dates Event S	Start Time	Event End Time	9	Number of F			Number of Recreational Units	
From:				Spectators,	Volunteers	& Staff	(Camping)	
То:								
If the proposed event/program would or	ccur weekly, indicate wh	nich days: 🔲 M	I □ T □ W	☐ Th ☐	F 🔲 Sat.	☐ Su	ın.	
Other Information:								
Description of proposed type of event/p	orogram. □ Check box	if additional infor	mation is attach	ed to fully de	scribe the e	event act	tivity.	
Will applicant charge a fee/donation for			If yes, amount:	\$				
Will event require use of parking lot/car			If yes, explain:					
Will structures or equipment be placed on state land?		☐ No ☐ Yes	If yes, explain:					
Will you be using any utility vehicles?	☐ No ☐ Yes	If yes, explain:						
Will sound amplification equipment be u	☐ No ☐ Yes	If yes, explain:						
Will food, beverages or other items be prepared/sold? ☐ No ☐			s If yes, explain:					
Will alcohol be served or consumed?	☐ No ☐ Yes	If yes, explain:						
Will event require use of utilities (water,	electric, sewer)?	☐ No ☐ Yes	If yes, explain:					
Will event be competitive?	☐ No ☐ Yes	If yes, explain:						

Would you like to be included in the DNR Calendar of Eve description and contact information.) Yes No	ents? (If Yes, please attach a marketing description	n which would include a custo	mer friendly
Safety Plan: A safety plan is normally required for events as stated in the attached conditions.	Name of person in charge of Safety Plan	Telephone Number	Safety Plan Attached  Yes No
<u>Fire Plan:</u> A fire plan is required for motorized events and may be required for other types of events, as stated in the attached conditions.	Name of person in charge of Fire Plan	Telephone Number	Fire Plan Attached  Yes No
<u>Cancellation Policy:</u> Policy on cancelling event/program including where visitors can go to find information.	Name of person in charge of Cancellation Policy	Telephone Number	Cancellation Policy Attached Yes No
If eligible, would you like a portion of your perm	nit fee to be donated to the park? (This is n	not an additional fee.)	]Yes □ No

## **CONDITIONS AND REQUIREMENTS**

- 1. Permit shall be available for inspection when Permittee is operating on State-owned land.
- 2. Permission for use shall expire on the date indicated, unless sooner terminated.
- 3. Payment in the amount specified shall be made prior to use of land, or in installments as indicated.
- 4. Permittee shall maintain the area under Permit in a clean and orderly condition.
- 5. Requests for Permit renewals should be made to the Department thirty (30) days prior to the expiration date of this Permit. Such requests will be considered only when all stipulations in the original Permit have been complied with.
- 6. The rights accruing under this Permit shall not be assigned or transferred without the written permission of the Department Representative.
- 7. Permittee shall not commit, cause, or allow to be committed, any waste of, or injury to, said premises or any part thereof, nor use the same except for the purpose indicated.
- 8. Temporary improvements may only be made if further authorized under the conditions of this Permit, or by separate written permission of the Department Representative.
- 9. Improvements made by the Permittee on said premises and not removed within 30 days after cancellation or expiration of this Permit, and when such removal shall be requested by the Department, AT THE DEPARTMENT'S OPTION, shall become attached and remain a part of the premises.
- 10. The Department reserves the right to:
  - a. Dispose of any portion of the premises herein described during the term of this Permit. If possible, proper notice of sale or disposition will be given Permittee. However, failure to notify Permittee will not affect this right.
  - b. Lease said premises for exploration and production of any or all minerals, including coal, gas, oil, sand, gravel, etc.
  - c. Grant rights-of-way and easements of any kind and nature over and across said premises, and to grant or exercise all other rights and privileges of every kind and nature not herein specifically granted.
- 11. Permittee and occupants are responsible for the payment of all utility bills including water, electricity, gas, etc.
- 12. 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 and payments made hereunder. Should Permittee remain in possession of said premises after cancellation or expiration of this Permit, said Permittee shall be considered as tenant or tenants holding over without permission and may be evicted from said premises.
- 13. Permittee shall comply with all applicable (including but not limited to all environmental) laws, regulations and codes and will obtain any necessary Permits in connection with its use of the Premises.
- 14. Permittee shall reimburse the Department for any repairs to the Premises resulting from damage.
- 15. Permittee shall report, in writing, to the Department Representative, 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 (estimated to exceed \$300.00) must be reported to the Department Representative immediately by telephone or in person, followed by a written report.
- 16. The Department shall have the right at all reasonable times during the term of this Permit to enter the premises for the purposes of making any inspections, repairs, additions or alterations as may be deemed appropriate by the Department for the preservation of the Premises.
- 17. Permittee shall comply with the Elliot-Larsen Civil Rights Act, 1976 PA as amended, CML 37. 2101 et seq.; MSA 3.548 (101) et seq.; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended MCL 37.1101; MSA 3.500 (101) 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.
- Permittee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980, PA 278, as amended, MCL 423.321 et seq., MSA 17.458 (21) et seq.

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19. There shall not be any disturbance to survey corners and associated witness trees.

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- 20. **INSURANCE**: Applicant shall furnish to the Department, **prior to issuance of written permission**, a policy of liability insurance which provides as follows:
  - a. Names of Insured, the Applicant, its officers, employees, and agents;
  - b. Coverage against all known and unknown hazards arising from the acts and omissions of the Applicant, its officers, employees, and agents;
  - c. Coverage for Applicant's contractually assumed obligation to indemnify and hold harmless the **State of Michigan**, **its departments**, **boards**, **agencies**, **commissions**, **officers**, **employees** and **agents**;
  - d. A term of coverage for not less than the term of use;
  - e. Liability insurance coverage with respect to personal injury, death, and property damage to the limits described in the Guidelines for Liability Insurance Requirements for User Groups;
  - f. That the policy will not be cancelled, or its provisions modified or deleted, unless and until the insurer first sends thirty (30) days' written notice to the Department representative shown on permit.
- 21. **PERFORMANCE BOND:** A cash or surety bond shall be provided by Applicant, as a guarantee of faithful performance of the conditions of the Permit, prior to issuance 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, deposits in lieu of surety or cash bond will be returned to the Applicant/Permittee.
- 22. **CAMPING OUTSIDE A DESIGNATED CAMPGROUND:** If camping involves five or more sites (thirty-two or more individuals or five or more recreational units), a Temporary Campground Permit must be obtained from the local county health department. Copies of the Permit must be provided to the Department before use.
- 23. FOREST FIRES: Permittee shall take all reasonable precautions to prevent and suppress forest fires.
- 24. **DAMAGES:** The Permittee shall be held liable for any damages caused by operations under this Permit which may arise to forest growth, fences, crops, buildings or other improvements on State-owned property. This shall be as determined by the Department Representative.
- 25. **ADDITIONAL REQUIREMENTS:** Permittee shall review any additional site specific or use specific requirements (Exhibits) provided by the Department and ascertain agreement by Permittee's authorized representative's signature and date on each Exhibit. This Permit shall not be effective until such agreement is made.
- 26. **LIABILITY:** Permittee hereby releases, waives, discharges and covenants not to sue the State of Michigan, its departments, officers, employees and agents, from any and all liability to Permittee, its officers, employees and agents, 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 or agents, in reference to the activities authorized by this Permit.
- 27. **INDEMNIFICATION:** Permittee hereby covenants and agrees to indemnify and save harmless, the State of Michigan, its 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 premises which are the subject of this Permit by the Permittee, its employees, contractors, or its authorized representatives.
- 28. **PENALTY NOTICE:** Non-compliance with terms of the written permission, if granted, will be basis for forfeiture of some or all of the performance bond, termination of the written permission, and denial of future use applications. Permissions issued under this policy do not exempt the Applicant/User from complying with existing statutes.
- 29. Executive Directive 2019-04 prohibits the solicitation and receipt of political contributions in all state government buildings and grounds, including those managed by the Michigan Department of Natural Resources.

I certify that the information sub the requirements contained on for the use of the State Land m void.	all attacl	hments, includ	ng all attac ding liability	y insurance and	rate and comple performance bo	te and that ending requ	iirements. I a	lso unde	erstand that all remaining fees
Applicant/Authorized Repres	entative	(Print or Typ	e)	Signatu	re				Date
				For DNR	USE ONLY				
Management Unit County			Performance B						Receipt Number
		☐ Surety ☐		Cash \$					
Other Charges	Receipt Number			Use Fee		LOU Score/Host Category		ory	Receipt Number
\$	1			\$					
Recreation Passport Required Donation Option		tion	% of Gross F		venue Rec		Receipt	eipt Number	
☐ Yes ☐ No ☐ Yes ☐ N		No							
Insurance Aggregate Amount Date Permit		Issued		Date Permit Expires			Application/Permit Number		
\$									
Department Representative (Print)			e Number (with area code)			E-mail Address			
Signature					Address				
ADDITIONAL REQUI	REME	NTS: As co	ntained	in the attache	ed exhibit(s).				

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