

# INTERSECTION SOLICITATION APPLICATION

## CITY OF OAK FOREST

15440 CENTRAL AVENUE, OAK FOREST IL 60452

TEL: (708) 687-4050 x1006 FAX: (708) 535-0014



Permits for soliciting in the public right-of-way shall be used for no more than two (2) twelve (12) hour periods each calendar year. Soliciting is permitted between the hours of 7:00 a.m. and 7:00 p.m. The Mayor or his designee shall have the authority to revoke the permit to solicit contributions. He or she, in their sole discretion, may order any and all of the applicant's agents to cease all activity at any time if weather conditions become hazardous and/or inclement, or if the soliciting agents fail to comply with the requirements of this application and/or applicable regulations. **Submit form to [ntormey@oak-forest.org](mailto:ntormey@oak-forest.org). Questions? Call 708-687-4050.**

### SOLICITATION ON OAK FOREST ROADWAYS – THE RULES

The following are provisions noted in Ordinance No. 2011-09-03520, Regulating the Solicitation of Funds by Religious and Charitable Organizations on Roadways in Oak Forest, must be completed in their entirety:

- A soliciting person or agency shall be registered with the Illinois Attorney General as a charitable organization, as provided by "an Act to regulate solicitation and collection of funds for charitable purposes", approved July 26, 1963, as amended (225 ILCS 4601/1 et seq.). The soliciting person or agency must be engaged in statewide fund raising activity and will be liable for any injuries to any person or property during the solicitation which is causally related to an act of ordinary negligence of the soliciting agent.
- No person shall stand on a roadway for the purpose of soliciting contributions from the occupant of any vehicle except after receiving a fully executed permit from the City of Oak Forest.
- No religious or charitable organization will be given a permit to solicit for more than two (2) twelve (12) hour periods on roadways in Oak Forest in any calendar year (January–December).
- No more than one permit shall be issued by the City for the same date at the same intersection. Applications will be treated on a first come first served basis.
- Solicitations shall only be conducted at traffic control intersections when traffic has come to a full stop during the hours of daylight, but in no event earlier than 7:00 a.m. in the morning or later than 7:00 p.m. in the evening.
- Any person engaged in the act of soliciting on a public roadway shall be 16 years of age or more and wear a high visibility yellow or orange safety vest and clear identification of the organization undertaking the solicitation.
- Solicitors may only solicit on behalf of a permitted organization and such solicitation may only occur during a charitable solicitation event.
- Solicitors shall not approach a moving vehicle or one that does not have a window down and an occupant has given some sign of assent to approach.
- Solicitors shall only enter the roadway while the traffic signal for that lane is red and shall not enter the roadway while traffic is moving.
- No solicitor shall at any time enter or remain in the traveled portion of the roadway or solicit in a manner which impedes the flow of traffic.
- No person shall solicit in the public right-of-way at any time or place not designated in the application permit under which the person is conducting the solicitation.
- Any violation of the provisions of this ordinance or extra ordinarily adverse weather conditions will constitute a reason for the City to cease all soliciting activities.

### PLEASE SUBMIT THE FOLLOWING:

- One (1) original signed application
- One (1) copy of current 501 (C) (3) letter recognizing the organization as tax exempt.
- One (1) copy of paid Liability Insurance Policy or Certificate of Insurance in the amount of no less than \$1,000,000.00.
- Signed Waiver of Liability for each person soliciting on behalf of the organization.
- List of Names indicating all members of the organization who will be soliciting funds.

**APPLICANT INFORMATION: This section must be completed.**

NAME:				
LOCAL STREET ADDRESS:	UNIT #:	CITY:	STATE:	ZIP CODE:
PHONE (PRIMARY):		PHONE (MOBILE):		
EMAIL ADDRESS:				

**RELIGIOUS OR CHARITABLE ORGANIZATION INFORMATION: This section must be completed.**

NAME:				
LOCAL STREET ADDRESS:	UNIT #:	CITY:	STATE:	ZIP CODE:
PHONE (PRIMARY):		PHONE (MOBILE):		
EMAIL ADDRESS:				

**LOCATIONS AT WHICH THE ORGANIZATION WILL BE SOLICITING:**

LOCATION:	
LOCATION:	
DATE OF SOLICITATION 1:	TIME OF SOLICITATION 1:
DATE OF SOLICITATION 2:	TIME OF SOLICITATION 2:
DATE OF SOLICITATION 3:	TIME OF SOLICITATION 3:

**STATEMENT OF ACKNOWLEDGEMENT: To be completed by the Applicant.**

I, \_\_\_\_\_, hereby state that the information submitted within this application is true and correct. I, furthermore, testify that I will abide by all regulations that govern peddlers and solicitors within the City of Oak Forest, Illinois. I also have been informed of and agree to all other conditions that are attached to the approval of my application.

SIGNATURE OF APPLICANT:	DATE:
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**WAIVER OF LIABILITY: To be completed by the Applicant.**

NAME:				
LOCAL STREET ADDRESS:	UNIT #:	CITY:	STATE:	ZIP CODE:
PHONE (PRIMARY):		PHONE (MOBILE):		
EMAIL ADDRESS:				

(Note that a WAIVER OF LIABILITY must be completed for each solicitor.)

**FOR OFFICE USE ONLY:**

APPROVED BY:

TITLE:	DATE:
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**ADDITIONAL WAIVERS OF LIABILITY (One needed for each solicitor):**

**WAIVER OF LIABILITY: To be completed by the Applicant.**

NAME:				
LOCAL STREET ADDRESS:	UNIT #:	CITY:	STATE:	ZIP CODE:
PHONE (PRIMARY):		PHONE (MOBILE):		
EMAIL ADDRESS:				

**WAIVER OF LIABILITY: To be completed by the Applicant.**

NAME:				
LOCAL STREET ADDRESS:	UNIT #:	CITY:	STATE:	ZIP CODE:
PHONE (PRIMARY):		PHONE (MOBILE):		
EMAIL ADDRESS:				

**WAIVER OF LIABILITY: To be completed by the Applicant.**

NAME:				
LOCAL STREET ADDRESS:	UNIT #:	CITY:	STATE:	ZIP CODE:
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EMAIL ADDRESS:				

15440 CENTRAL AVENUE  
OAK FOREST IL 60452-2104



708-687-4050  
WWW.OAK-FOREST.ORG

**ALL GOOD THINGS CLOSE TO HOME**

## **HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless THE CITY OF OAK FOREST, its related entities, and each of their respective officers, directors, employees and agents ("Indemnitees"), from and against all claims, damages, losses, costs, expenses, judgments and liabilities (including but not limited to attorney's fees, costs and expenses) that may be asserted against or incurred by any of them due to: (a) any real or personal property damage relating to Vendor's occupancy of the Indemnitees' property or any portion thereof, or Vendor's participation in the Event; (b) any accident or injury (including but not limited to personal injury and bodily injury) to any persons (including Vendor's employees), sickness, disease or death, or to injury or destruction of tangible personal property, including the loss of use thereof, caused by or in connection with (i) the performance of any services or the furnishing of any goods, materials, food, beverages or other property upon the Indemnitees' property by Vendor; or (ii) any negligent act or omission of the Vendor, its employees, contractors or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, unless the same is caused solely by the gross negligence or willful misconduct of the Indemnitees; and/or (c) any claim, ruling, and/or decision by any local state and/or federal agency or court that the Indemnitees must pay any tax or any kind because of a ruling that Vendor and/or its employees are employees of the Indemnitees, all regardless of whether or not any such claim, damage, loss, cost, expense, judgment or liability it is caused in part by a party indemnified hereunder.

If Vendor suffers any claims, damages or losses caused by any person or entity engaged by or through or for the benefit of the Indemnitees or any other person or entity, Vendor shall not hold or seek to hold the Indemnitees responsible therefore, but rather, Vendor shall proceed solely against such person or entity causing such claim, damage or loss.

In the event such indemnity as described above is prohibited by law, then said indemnity shall only be to the extent caused by the negligent acts or omissions of the Vendor, its agents and employees, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, or to the greatest extent allowed by law.

Vendors defense and indemnification obligations set forth in this Letter Agreement shall survive the expiration or termination of the Event.

The City of Oak Forest

Accepted and Agreed: \_\_\_\_\_  
(Date)

By: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Event: \_\_\_\_\_