

CITY OF CRYSTAL LAKE



Application: Passenger Bus License

Return Completed Form To:
City of Crystal Lake
100 W. Woodstock St.
Crystal Lake, IL 60014
Attn: City Manager's Office

Enclosures:

- Application, including:
 - Proof of Insurance
 - Applicable Fees and Taxes
- Passenger List Form

See also:

- Emergency Executive Order Regarding Passenger Bus Drop-Offs
- Policy Regulating Passenger Buses



Passenger Bus License

Office Use Only

Date Received _____
 Application signed and notarized? _____
 Fees and Taxes Paid _____
 Certificates of Insurance Received _____
 Passenger List Received _____
 Approved _____ Denied _____

Passenger Bus Vehicle Information	
Make:	
Model:	
Year:	
VIN:	
License Plate Number:	
State of Issuance:	
Name of Vehicle Owner:	
Driver Information (a copy of the driver's motor vehicle license must be provided with this application)	
Driver's Name:	
Driver's License Number:	
Disembarkation Information	
Proposed Date	
Location Address	
Time of Disembarkation (May only occur during the hours of 10:00 a.m. and 3:30 p.m., Monday through Friday (but excluding any designated federal, state or City legal holiday))	

Insurance Requirements	
General Liability	Commercial General Liability insurance (including contractual liability arising from the Application) in the minimum amounts of: (a) Three Million Dollars (\$3,000,000.00) per occurrence for bodily injury or death to each person; (b) Three Million Dollars (\$3,000,000.00) per occurrence for property damage; and (c) Three Million Dollars (\$3,000,000.00) per occurrence for all other types of liability. All such coverages shall also have a general aggregate of not less than \$6,000,000.00.
Worker's Compensation	Worker's Compensation Insurance within the statutory limits and Employer's Liability Insurance with not less than One Million Dollars (\$1,000,000.00) coverage.
Vehicle Liability	Vehicle Liability coverage in the minimum amount of \$5,000,000.00 combined single limit bodily injury and property damage with a \$15,000,000.00 aggregate, unless higher coverage limits are required by the State of Illinois or the State in which the Passenger Bus is registered. Coverage should include any auto, including owned, non-owned, hired or rented vehicles.
Form of Insurance	The coverage requirements in Sections 5.K.1 through 5.K.3 of the Executive Order may be satisfied with a combination of primary and umbrella policies, subject to the reasonable approval of the City Manager.
Evidence of Insurance Policies	The Applicant shall furnish proof to the City Manager that the foregoing insurance policies have been obtained, along with (i) reasonably satisfactory evidence that the required premiums have been paid, and (ii) a certificate of insurance providing that the City and all elected and appointed officers, officials, employees, agents, attorneys, and representatives of the City shall be covered by such policies on a primary and non-contributor basis evidenced by original policy endorsements CG 20 10 or CG 20 26 and CG 20 37 and CG 20 01 or their equivalent.
Notice to City	Each insurance policy shall contain the following endorsement: "It is hereby understood and agreed that this policy may not be canceled or otherwise terminated until 30 days after receipt by the City by registered mail, of a written notice addressed to the City Manager of such intent to cancel or impending termination." Within 30 days after receipt by the City of this notice and prior to said cancellation or termination, the Applicant shall obtain and furnish to the City replacement insurance policies in form and substance that satisfy the requirements of the Executive Order and are otherwise acceptable to the City Attorney.

Non-Refundable Fees and Taxes	
Application Fee	\$350.00 Per Application
License Fee	\$1,000.00 Per License
Passenger Bus Taxes	Any Applicant who qualifies for a License under the Executive Order shall be required to pay a nonrefundable Passenger Bus Tax in the amount of \$1,000.00 for each Passenger on the Passenger List prior to the issuance of a License; provided, however, that no such tax shall be imposed for any such Passengers that are identified on the Passenger List as not disembarking in Crystal Lake.
	The Applicant shall pay a Passenger Bus Tax in the amount of \$5,000.00 for each Passenger that disembarks in Crystal Lake but is not identified on the Passenger List.
	The Driver and Owner shall be jointly and severally required to pay a Passenger Bus Tax in the amount of \$7,500.00 for each Passenger that disembarks in Crystal Lake when such Passenger Bus has not secured a License in accordance with this Order.
	Any Passenger Bus Tax imposed pursuant to Section 7.C of the Executive Order shall be paid before the Passenger Bus departs from the Designated Drop-Off Location (or, in the event that no License had been secured, at the drop-off location). Failure to pay such tax shall be a violation of this Section.

Enforcement
Whenever a Passenger Bus violates any provision of this Order, the Owner and Driver of the Passenger Bus shall be jointly and severally liable for any fines herein imposed.
For any Passenger Bus in violation of any provisions of the Executive Order, the Passenger Bus shall be required to pay all fees and taxes due pursuant to the Executive Order prior to leaving Crystal Lake; provided, however, that the Owner or Driver may post a surety bond or other good and adequate security in form and substance acceptable to the City and in the amount of such fees and taxes prior to leaving Crystal Lake.
Any Passenger Bus located overnight on any City street or City property shall be subject to towing and impoundment in accordance with the City Code.

BOTH APPLICATION AND AFFIDAVIT MUST BE SIGNED AS FOLLOWS:

- Sole Proprietorship- By Owner
- Partnership- By all Partners with 5% or greater interest
- Corporation- by President and Secretary
- LLC- by President and Secretary

VERIFICATION:

- Has applicant made an application for a similar license other than described in this application?
YES NO (If yes, state date and disposition of application)

- Has a previous similar license by any state or subdivision, or the federal government been revoked?
YES NO (If yes, state reasons & date of revocation.)

- The applicant will not violate any of the laws of the State of Illinois, of the United States, or any ordinance of the City in the conduct of his or her business. **YES NO**

[Signature page to follow.]

TO THE CITY OF CRYSTAL LAKE, ILLINOIS: The undersigned hereby: (i) makes application for a Passenger Bus License under the provisions of the City of Crystal Lake Emergency Executive Order Regarding Passenger Bus Drop-Offs, and (ii) certifies that the information in this Application is true and correct to their best knowledge.

Please sign below:

Printed Full Name **Title**

Applicant Signature **Date**

Subscribed and sworn to before me this _____ day of _____, _____.

(SEAL)

Notary Public

My commission expires: _____

Printed Full Name **Title**

Applicant Signature **Date**

Subscribed and sworn to before me this _____ day of _____, _____.

(SEAL)

Notary Public

My commission expires: _____

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The Undersigned has applied for a Passenger Bus License (“*License*”) from the City of Crystal Lake (“*City*”). The City will only grant the License on the condition that the Undersigned agrees to assume all risk pertaining to License.

Accordingly, to the fullest extent permitted by law, the Undersigned hereby indemnifies, defends, and holds harmless the City, its elected and appointed officers and officials, employees, agents, volunteers, attorneys, and representatives from and against any and all liability or claim of liability, loss or expense, including defense costs and legal fees and claims for damages of whatsoever character, nature and kind, whether directly or indirectly arising from or connected with the License or an act or omission of the Undersigned, or an agent, invitee, guest, employee, passenger, or anyone invited by and/or with the permission and consent of the Undersigned with respect to the use of the License, of any nature whatsoever, including, but not limited to, liability expense and claims for: bodily injury, death, personal injury, or property damage caused by the negligence of the Undersigned, or an agent, invitee, guest, employee, passenger, or anyone invited by and/or with the permission and consent of the Undersigned, creation or maintenance of a dangerous condition of property, liability, or expense, arising from or connected with the activities or services performed by the Undersigned or on behalf of the Undersigned in connection to the License.

Nothing set forth in this Agreement shall be deemed a waiver by the City, of any defenses or immunities that are or would be otherwise available to the City or its elected and appointed officials and officers, employees, agents, and volunteers under the provisions of the Illinois Local Government and Governmental Employees Tort Immunity Act, or that are otherwise available to local governments and their corporate authorities, officers, employees, agents, and volunteers under the common law of the State of Illinois or the United States of America.

The Undersigned represents it has full authority to execute this Hold Harmless and Indemnification Agreement.

Printed Full Name

Title

Applicant Signature

Date

Subscribed and sworn to before me this

_____ day of _____, _____.

(SEAL)

Notary Public

My commission expires: _____