



**APPENDIX B-XIII ROCK ISLAND TRAIL STATE PARK
TEMPORARY ACCESS AGREEMENT (page 1)**



***THIS DOCUMENT TO BE COMPLETED AND EXECUTED BY TRAIL SECTION MANAGERS**

NAME	PHONE	DATE
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TITLE/COMPANY

ADDRESS

CITY	STATE	ZIP
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ROCK ISLAND TRAIL ACCESS FOR

Dear Mr./Mrs. _____

The Division of State Parks has considered your request for utilization of Rock Island Trail State Park (Trail) and right-of-way at Milepost _____.

The location designated for access is the section of Rock Island Trail State Park between _____ (street location) and _____ (other street), _____ (town), _____ County, MO (Exhibit A).

The Division of State Parks hereby grants temporary access to _____, its employees and/or representatives, to enter trail property for the limited purpose as stated above, under the following terms and conditions:

- _____ agrees to perform the work at its sole cost and expense. Work shall be performed in a timely manner and at times as shall not endanger or interfere with the safe operation of the trail.
- _____ employees and/or representatives will avoid using trail on weekends and holidays. Because the trail is a day-use only park, open from sunrise to sunset, _____ employees and representatives will avoid driving on the trail before sunrise and after sunset.
- _____ employees and/or representatives will avoid driving on the trail following or during rainfall or inclement weather to prevent damage to the trail surface.
- _____ assumes all responsibility for any damages to the trail that may occur from its use of the trail during this agreement and, at its expense, agrees to restore Trail to its previous state should any damage be incurred.
- _____ employees and/or representatives will carry a copy of this agreement with them at all times while on the trail and will show the permit to any person who questions its authority to be on the trail.
- _____ employees and/or representatives will observe a 20 mph speed limit while on the trail and will drive with vehicle hazard flashers on. Vehicles on the trail will stop and pull as far to the right as possible to allow oncoming Trail users to pass, and will not pass users traveling in the same direction unless users move to the side to allow passing. Vehicles should avoid honking their horns to warn users of their presence. Vehicles are never to block the trail at any time.
- _____ assumes the risk of, and shall protect, indemnify and hold harmless the Missouri Department of Natural Resources, the Division of State Parks, its officers, agents and employees from and against all liability for or on account of injury to or death of any and all persons or damage to property, resulting from or incident to _____'s activities on state park property. _____ agrees to immediately investigate any claims, demands or suits and shall defend, settle, and/or otherwise dispose at its sole cost and expense.
- _____ will contact _____, superintendent of _____ State Park and section manager for this section of the trail, prior to driving on the Trail. _____ can be reached at _____ or _____@dnr.mo.gov.
- This agreement shall remain in effect for _____ months/weeks/days from _____, 20____ or until the work is finished, whichever is sooner. The agreement shall be renewed annually, at the request of _____.



10. Additional Information as required:

Please have the appropriate _____ representative sign below signifying agreement and return a copy by FAX to _____, Attn: _____. If you have questions or require additional information please call _____.

Sincerely,
MISSOURI STATE PARKS

SIGNATURE

NAME

TITLE

AGREED TO THIS _____ DAY OF _____, 20 _____

SIGNATURE

NAME

COMPANY

TITLE, ETC.