



NEW CASTLE COUNTY
DEPARTMENT OF PUBLIC WORKS: PARKS PERMITS SECTION

Located in the Gilliam Building
Mail in: 77 Reads Way, New Castle, DE 19720
Walk in: 67 Reads Way New Castle, DE 19720

PHONE: (302) 395 5606
FAX: (302) 395 5650
EMAIL: parkspermits@newcastlede.gov
WEBSITE: <https://www.newcastlede.gov/420/permits>

Make reservations **Online • In Person • via Email/Fax**

SPECIAL EVENT PERMIT REQUEST

Name*: _____ Organization: _____

Address*: _____ City*: _____ State*: _____ Zip*: _____

Phone (home)*: _____ (work/cell): _____ (fax): _____

Email address*: _____ Event type: _____

Event date*: _____ Anticipated attendance*: _____ Event time**:

What park/location are you requesting?*

*required field

**NCC parks are open dawn to dusk

PLEASE DESCRIBE YOUR EVENT IN AS MUCH DETAIL AS POSSIBLE IN THE SPACE BELOW

FEES

Total special event fee	\$250 per day
Nonrefundable deposit required at time of request	\$100
Non-resident fee (permittee address outside of New Castle County)	\$25
Additional fee charged for each extra item	\$25
Vendor fee	\$55 per vendor

GENERAL NOTICES – PLEASE READ AND INITIAL BELOW

- Online applications will be accepted starting January 1, 2020, at midnight. Walk-in applications will be accepted starting at 8:00 am January 2, 2020.
- The rental season is from April 1 to October 31.
- Reservations are made on a first-come, first-serve basis. Requests will not be processed or permits issued until the full rental fee and completed application is received, including the attached Hold Harmless Agreement.
- Payment of the initial \$100 deposit, as well as full payment of any other rental fees (for pavilion, field, court, etc.), must be submitted upon request. Please submit appropriate fees with application by credit card, cash, or check/money order.
- Checks are made payable to New Castle County. Checks accepted only if received a minimum of fourteen (14) days prior to the event. Permittee will be notified and billed for any extra costs where applicable.
- If a sports field or court is needed, please submit the appropriate application with separate payment.
- Police coverage is required for events with attendance over two hundred (200) and/or at the discretion of the Parks Permits office. Permittee is responsible for paying additional costs associated with police coverage.
- A Special Event application is required for events with attendance over the permitted amount and/or at the discretion of the Parks Permits office. Permittee is responsible for paying additional costs associated with Special Events. Approval is at the sole discretion of the Parks Permits office.
- Pavilions with indoor restrooms require a \$50 exact CASH ONLY security deposit that is refundable to you after your event at the discretion of the Parks Permits office. You must come into our office for key exchange Monday through Friday prior to your event.
- Permittees who provide an address outside of New Castle County will be charged a nonrefundable \$25 non-resident fee that is due at the time of request.
- A nonrefundable additional fee of \$25 will be charged for extra items such as tents, canopies, moon bounce(s), inflatable(s), game(s), game truck, etc.
- Only the permittee may make changes, cancellations, or additions to this permit. Any changes, cancellations, and additions must be submitted to the Parks Permits Office in writing.
- No monetary refunds will be given.

I have read and agree to this section.	YOUR INITIALS HERE →
---	-----------------------------

PLEASE READ AND INITIAL BELOW

Cancellation policy: No monetary refund will be given. The initial deposit is nonrefundable. If a cancellation request is submitted in writing a minimum of fourteen (14) calendar days prior to your reservation date, a credit (minus transaction fee) will be added to your New Castle County Active Net account. This credit is good for one (1) year from the refund. Credits cannot be used to make online reservations. You must contact our office in order to use credit.

Weather policy: No monetary refund will be given. We offer single permittee, single-day rentals at the pavilions from 10:00 am to dusk to allow for unpredictable weather conditions. This gives permit holders flexibility in scheduling their outdoor events. If an all-day weather condition occurs or if New Castle County closes the park, a credit will be added to your New Castle County Active Net Account. **The permittee must request a credit in writing within one (1) business day after the event.** The credit is good for one (1) year from the refund. The Parks Permits Supervisor makes inclement weather decisions on a case by case basis. Credits cannot be used to make online reservations. You must contact the Parks Permits office to use a credit.

I have read and agree to this section.	YOUR INITIALS HERE →
---	-----------------------------

PLEASE READ AND CIRCLE YES OR NO FOR EACH STATEMENT

I plan to have amplified sound at my event.	YES	NO
I plan to have a professional caterer, concession stand, vendor, or food truck at my event.	YES	NO
I plan to have an extra item such as a tent, canopy, moon bounce, inflatable, game, or game truck at my event.	YES	NO
I plan to bring a grill to my event.	YES	NO

PLEASE READ AND INITIAL BELOW

<p>Any third party bringing games/inflatables or distributing food commercially on New Castle County property must have a minimum of \$1,000,000 (one million dollars) liability insurance. Our office must have a current Certificate of Insurance on file listing New Castle County as the Certificate Holder and Additional Insured. Proof of insurance is due at least fourteen (14) days prior to your event.</p>		
<p>If you are having a professional caterer or vendor at your event, current vendor business license and Board of Health inspection certificate are due in addition to proof of insurance at least fourteen (14) days prior to your event.</p>		
<p>A nonrefundable additional fee of \$25 will be charged for extra items such as tents, canopies, moon bounce(s), inflatable(s), game(s), game truck, etc. This fee and all additional required documents are due at least fourteen (14) days prior to your event.</p>		
<p>The size, type, and quantity of all extra items must be reported to the Parks Permits office at least fourteen (14) days in advance of an event. Extra items are not permitted at certain locations. Approval of extra items is at the sole discretion of the Parks Permits office.</p>		
<p>New Castle County provides charcoal grills with each pavilion rental and must approve all outside grills. Permittees are welcome to bring personal grills provided that no cooking oils are dumped or left on County property and all hot coals are safely disposed of within County grills. No commercially sized or extra-large grills. Grilling outside of designated areas is not permitted in New Castle County facilities. Cooking/grilling in parking lots is also prohibited.</p>		
<p>No horses or motorized vehicles are permitted in New Castle County parks.</p>		
<p>No water activities permitted in New Castle County parks, including but not limited to water balloon games/fights, water gun games/fights, and slip-and-slides.</p>		
<p>I have read and agree to this section.</p>	<p>YOUR INITIALS HERE →</p>	

PLEASE READ AND INITIAL ON THE FOLLOWING PAGE

<p>Alcoholic beverages or illegal substances are prohibited on County Parkland.</p>
<p>Parking and/or driving on the grass and/or walking path(s) is prohibited.</p>
<p>Vending is not permitted without written permission from the Permit Office.</p>

Admission fees or fees for rented games/booths may not be charged in County parks.		
Pavilions are available beginning at 10:00 am and events will end at dusk. Pavilions are not available prior to 10:00 am or after 8:00 pm.		
The permittee must dispose of trash and event decorations properly in provided trash receptacles prior to leaving the facility. The permittee is not required to remove trash from the park.		
Distribution of any educational or religious materials is restricted to event attendees only; all excess material must be properly disposed of prior to leaving the facility.		
Facilities are permitted on an "as is" basis. New Castle County provides no additional equipment or services other than what is already in the park. Permittee will be held liable and billed accordingly for restoration charges if damage or losses occur to County property as a result of permitted use, especially if undisclosed activities are responsible.		
Permit holder/park users must adhere to all rules and regulations contained within New Castle County, Delaware, Code of Ordinances Chapter 24 - PARKS AND RECREATION (Visit http://www.newcastlede.gov/417/Parks for complete copy)		
My initials indicate that I agree to the preceding regulations. I understand that violations of any policy listed on this contract could result in the cancellation of my permit and my event, including loss of monies paid for permit or key exchange. I understand that violations may also jeopardize any future rentals.		
I have read and agree to this section.	YOUR INITIALS HERE →	

For Credit Card Payment Only		
<input type="checkbox"/> American Express <input type="checkbox"/> MasterCard <input type="checkbox"/> Visa	Amount to charge:	CVC:
Name on card:	Card #:	Expiration date (month/year):

HOLD HARMLESS AGREEMENT

In consideration of the receipt of this permit from New Castle County ("County"), Permittee on its behalf and that of its heirs, successors, insurers, assigns, administrators, executors and agents, hereby forever irrevocably releases, acquits and discharges the County and its subsidiaries, officers, directors, employees, agents, successors, assigns and contractors from any and all claims, demands, losses, damages, costs, expenses, legal fees, judgments, liens, suits, or causes of action of any nature, character and description whatsoever, whether known or unknown, whether anticipated or unanticipated, whether foreseen or unforeseen, whether fixed or contingent, ("Claims") arising out of or in any manner related to Permittee's and its employees', contractors', agents', assigns', invitees', and licensees' ("Related Parties") use of County land and all related property.

Further, Permittee agrees to indemnify, hold harmless and forever defend the County, its subsidiaries, officers, directors, employees, agents, successors and assigns from any and all claims arising out of any occurrence, act or omission that is, was or could be alleged by any other natural or legal person against the County, arising or relating in any manner or nature whatsoever to or out of Permittee's and/or its Related Parties' use of any County land and/or all related property.

Permittee hereby acknowledges that it has inspected the County land and all related property and accepts it in its "as-is" condition. The County reserves and Permittee hereby acknowledges County's right to change event location if safety issues or difficulties occur. Permittee acknowledges that it freely and voluntarily entered into this Hold Harmless Agreement and that no representations or promises of any kind other than those contained herein have been made.

Permittee agrees to reimburse the County for any and all damage to County land and/or all related property (ordinary wear and tear excepted) and for any and all injury to the County and its officers, employees, agents, assigns and contractors as a result of the use of County land and/or all related property by Permittee and its Related Parties.

This Hold Harmless Agreement is independent of and shall survive the term of the Permit. The rights and obligations under the permit and this Agreement shall inure to and be binding on Permittee's successors and assigns.

Permittee and the County agree that this Agreement constitutes the sole and only agreement between the Permittee and County with respect to the subject matter hereof, and correctly sets forth the rights, duties, and obligations of each party; and any prior understanding or representation, verbal or otherwise, shall not be binding on either party except to the extent set forth expressly herein. Modification of this Agreement is not permitted, unless in writing and signed by both parties.

This Hold Harmless Agreement must be signed by Permittee and received by New Castle County before any permit will be issued.

I have read and agree to all terms and conditions of this contract, including the above Hold Harmless Agreement.

Print name of Permittee

Signature of Permittee¹

Date

¹ To avoid the need for a scanner, you may electronically sign this document by typing your name as follows: "/s/ John Q. Public."