



**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
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WEBSITE: <https://www.newcastlede.gov/420/permits>

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

PAVILION RENTAL REQUEST

Name: _____ Organization: _____

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

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

Email address: _____ Event type: _____

Event date: _____ Event time: **10:00 am to dusk** Anticipated attendance: _____

CHECK ONE	PARK - PAVILION	SEATING CAPACITY/LIMIT	R	E	WEEKEND/HOLIDAY FEE	WEEKDAY FEE
Small (for attendance 30 – 45)						
	Becks Pond - #1 (No Moon Bounce or Tents)	30/45	Y		\$115	\$65
	Becks Pond - #2 (No Moon Bounce or Tents)	30/45	Y		\$115	\$65
	Becks Pond - #3 (No Moon Bounce or Tents)	30/45	Y		\$115	\$65
	Becks Pond - #4 (No Moon Bounce or Tents)	30/45	Y		\$115	\$65
Medium (for attendance 36 – 54)						
	Banning – Maryland Ave	36/54			\$115	\$65
	Brandywine Springs – Upper	36/54			\$115	\$65
	Glasgow - #2	36/54	Y	Y	\$150	\$100
	Glasgow - #3	36/54	Y	Y	\$150	\$100
	Glasgow - #4	36/54	Y	Y	\$150	\$100
	Paper Mill - #1 (No Moon Bounce or Tents)	36/54	Y	Y	\$150	\$100
	Paper Mill - #2	36/54	Y	Y	\$150	\$100
	Talley Day (No Moon Bounce or Tents)	36/54			\$115	\$65
	Woodshaven Kruse	36/54			\$115	\$65
Large (for attendance 48 – 90)						
	Banning – Carey	48/72	Y	Y	\$150	\$100
	Weiss	48/72	Y	Y	\$150	\$100
	Iron Hill	60/90			\$115	\$65
For attendance > 100						
	Glasgow - #1 (No Moon Bounce or Tents)	78/117	Y	Y	\$200	\$150
	Glasgow - #5	78/117	Y	Y	\$200	\$150
	Banning – Banning	84/126	Y	Y	\$200	\$150
	Brandywine Springs – Lawson	90/135			\$150	\$100
	Brandywine Springs – Rudy Williams	108/199		Y	\$200	\$150
Other						
	Banning – Picnic Section C	24/50			\$65	\$65
	Banning – Picnic Section D	24/50			\$65	\$65
	Glasgow – Bank Barn	Information available upon request.				
R = Indoor Restrooms (key required to access) E = Electric Available						

GENERAL NOTICES

- Online applications will be accepted starting January 1, 2019 at midnight. Walk-in applications will be accepted starting 8:00 am January 2, 2019.
- The rental season is from April 1 to October 31.
- Reservations are made on a first-come, first-serve basis and are not processed and issued until the application fee is received. Attached **Hold Harmless Agreement must be signed and returned** with this application and full payment before a request will be processed.
- **Full payment 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 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 security deposit that is refundable to you after your event at the discretion of the Parks Permits office.** You must come in to 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.**

EXTRA ITEMS

CATERERS & VENDORS • TENTS, CANOPIES, MOON BOUNCE(S), INFLATABLE(S), GAME(S), GAME TRUCK, ETC. • DJS & LIVE MUSIC

- Any third party bringing **games/inflatables** or **distributing food** 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.**
- 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.**
- **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 additionally required documents are due at least fourteen (14) days prior to your event.**
- No horses or motorized vehicles are permitted in New Castle County parks.
- **As of December 2018, DJs and live music are not permitted.**

READ AND ANSWER EACH WITH YES OR NO (Y OR N)

	<p>LIVE MUSIC/DJ</p> <ul style="list-style-type: none"> • Not permitted • Please contact our office with any questions or concerns.
	<p>PROFESSIONAL CATERING/CONCESSION/VENDOR</p> <ul style="list-style-type: none"> • Describe: _____ • Proof of Insurance, vendor business license, and Board of Health inspection is due at least fourteen (14) days prior to event.
	<p>EXTRA ITEMS SUCH AS TENTS, CANOPIES, MOON BOUNCE(S), INFLATABLE(S), GAME(S), GAME TRUCK, ETC.</p> <ul style="list-style-type: none"> • \$25 nonrefundable additional fee • Not permitted at Becks Pond, Glasgow #1, Paper Mill #1, and Talley Day • Size: _____ • Type (pop-up or staked): _____ • Quantity: _____ • Proof of Insurance is due fourteen (14) days prior to event.
	<p>GRILL(S)</p> <ul style="list-style-type: none"> • Requires approval from Parks Permits office. • Permittee must take cooking oils with them when they leave. Dumping or leaving cooking oils in the park is prohibited. • Dispose of hot coals safely in New Castle County grills.

READ AND INITIAL EACH LINE

INITIAL BELOW *My initials indicate that I agree to the following regulations and understand that violations could result in cancellation of permit for my event including monies paid for permit and may jeopardize any future rentals:*

	Alcoholic beverages or illegal substances are prohibited on County Parkland.
	Parking and/or driving on the grass and/or walking path(s) is prohibited.
	Vending is not permitted without written permission from the Permit Office.
	Admission fees or fees for rented games/booths may not be charged in County parks.
	Pavilions are not available until 10 am and events will end at dusk.
	Trash and event decorations must be properly disposed of prior to leaving facility.
	Distribution of any educational or religious materials is restricted to event attendees only; all excess material must be properly disposed of prior to leaving 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)

INITIAL HERE: →	CANCELLATION POLICY
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No monetary refund will be given. If a cancellation request is submitted **in writing** a minimum of 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 refund. Credits cannot be used to make online reservations. You must contact our office in order to use a credit.

INITIAL HERE: →	WEATHER POLICY
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No monetary refund will be given. We offer single permittee, single day rentals at the pavilions from 10am to dusk to allow for unpredictable weather conditions. This gives permit holder flexibility in scheduling their outdoor event. 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 credit is good for one (1) year from 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 our office in order to use a credit.

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 the preceding stipulations and agree to all terms and conditions of this contract, including the above Hold Harmless Agreement.

Print name of Permittee

Signature of Permittee

Date

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):