



NEW CASTLE COUNTY
DEPARTMENT OF PUBLIC WORKS: h° kM) @@@V` h° kMh-kU @o-o-#u@V

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

VENDING 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 THE ACTIVITIES THAT WILL TAKE PLACE IN AS MUCH DETAIL AS POSSIBLE IN THE SPACE BELOW

PLEASE CHECK ONE

	Food	<ul style="list-style-type: none"> • Pizza, hot dogs, sandwiches, burgers, steaks, etc. • Includes snack items such as pretzels, chips, candy, drinks, etc.
	Ice cream	<ul style="list-style-type: none"> • Ice cream, popsicles, water ice, frozen novelties • Includes snack items such as pretzels, chips, candy, drinks, etc. • NO hot items may be sold
	Novelties	<ul style="list-style-type: none"> • Hats, T-shirts, sporting goods, posters, kites, patches, pins, etc.

PLEASE READ AND INITIAL BELOW

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. 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.

The fee for single-day vending permits is \$55. 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.

Annual vendors have exclusive rights for food and/or ice cream at certain County parks. A Vending Permit will not be issued in cases where an annual vendor exists unless the annual vendor allows it.

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.

The permittee must dispose of trash properly in provided trash receptacles.

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)

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.

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, including loss of monies paid for the permit. 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."