



NEW CASTLE COUNTY
DEPARTMENT OF PUBLIC WORKS: PARKS PERMITS SECTION

Located in the Gilliam Building
Mail in: 77 Reads Way, New Castle, DE 19720
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PHONE: (302) 395 5606
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EMAIL: parkspermits@newcastlede.gov
WEBSITE: https://www.newcastlede.gov/420/permits

Make reservations Online • In Person • via Email/Fax

TOURNAMENT RENTAL REQUEST

Name\*: Sport/field type\*:

Address\*: City\*: State\*: Zip\*:

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

Email address\*:

Team(s)/Organization:

Estimated participation (# of teams)\*: (# of participants)\*:

\*required field

GENERAL NOTICES – PLEASE READ AND INITIAL BELOW

- 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.
The rental season is from April 1 to October 31.
The \$100 nonrefundable, nontransferable deposit is required at the time of request.
Please submit appropriate fees with application by credit card, cash, or check/money order. Payment is due at least fourteen (14) days prior to the first permitted date.
Checks are made payable to New Castle County. Checks accepted only if received at least fourteen (14) days prior to the 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.
Permittee will be notified and billed for any additional costs when applicable. If the Parks Permits office makes five (5) consecutive, failed attempts to contact the permittee, any outstanding balance will be forwarded to a collection agency.
Police coverage is required for events with 10 or more teams in attendance 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 two hundred (200) and/or at the discretion of the Parks Permits office. Permittee is responsible for paying additional costs associated with Special Events.
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 COMPLETE THE FORM BELOW**

What park or location are you requesting?	Date(s)	Time(s)
1.		
2.		
3.		
4.		

**PLEASE READ AND INITIAL BELOW**

**Cancellation policy:** Monetary refunds will only be given 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. No credit on account will be issued if a cancellation request is received less than six (6) calendar days prior to the permitted date. Unless an activity is canceled by New Castle County, all refunds and credits will incur a transaction fee of 10% (if rental fees total \$100 or less) or 5% (if rental fees total over \$100).

**Weather policy:** No monetary refund will be given. If an all-day weather condition occurs or if New Castle County closes the location, 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. You must contact the Parks Permits office to use a credit.

<b>I have read and agree to this section.</b>	<b>YOUR INITIALS HERE →</b>	
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**PLEASE READ AND INITIAL ON THE FOLLOWING PAGE**

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. This includes team buffet tables, team snack bars, etc. Vendor(s) must have a minimum of \$1,000,000 (one million dollars) liability insurance to distribute food commercially on New Castle County property. Vendor(s) must submit a current vendor business license, Board of Health inspection certificate, and Certificate of Insurance listing New Castle County as the Certificate Holder and Additional Insured. Vendor(s) must also submit the Vending Request and the \$55 vending fee. All items and fees are due at least fourteen (14) days prior to the reservation date.
Admission fees or fees for rented games/booths may not be charged in County parks.
The permittee must dispose of trash and event decorations properly in provided trash receptacles prior to leaving the 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 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.

<b>I have read and agree to this section.</b>	<b>YOUR INITIALS HERE →</b>	
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<b>For Credit Card Payment Only</b>		
<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**

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**Signature of Permittee**

**Date**

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