



# Division of Parks and Recreation Tent License Program

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## Tent License Program Application

Complete application and mail, email, or fax to:

Division of Parks and Recreation

**Attn: Tent License Program**

89 Kings Highway

Dover, DE 19901

Telephone: 302-739-9225

Fax: 302-739-3817

Email: [parks\\_OBS@state.de.us](mailto:parks_OBS@state.de.us)

<http://www.destateparks.com/events>

**Submitted applications must be postmarked by Monday, January 30, 2017 to be eligible for one of the approved Tent vendors.**

# Division of Parks and Recreation

## Tent License Program Guidelines and Procedures

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### **What is the Tent License Program (TLP)?**

Whether you are a new Tent Vendor, or a current licensed Vendor providing tent services for events, in Delaware State Parks, this Tent License Program (the “Tent License Program” or “TLP”) provides an opportunity for your company to join the Division of Parks and Recreation as part of an exciting team of businesses who provide services at the Special Event and Meeting Facilities located in many Delaware State Parks. The Division of Parks and Recreation has some of the most unique and elegant venues for meetings, conferences and special life events in Delaware. Tent Vendors who are licensed, under the Tent License Program, will be compiled into an approved listing and made available through the State’s website: <http://www.destateparks.com/events> to State Parks venue users for purposes of renting tents for their events. This Website provides easy access to the list of Tent Vendors, their approved rental rates and for more information about the Tent company products and services for Park venue users. Additionally, State Park venues will have the Tent company information and rental rates readily available for potential venue renters.

### **How can I get my company licensed?**

If your company would like to become licensed in the TLP, read and complete the attached application. Return all required documents as directed. Failure to return all required documents will result in your company not receiving a license. If you have any questions concerning the application, please contact the designed contact stated above.

### **How long is the license good for?**

1 year

### **Is there a fee for a TLP license?**

There is a fee for the TLP license. All fees are listed in the attached application.

### **How would my business be used with this License?**

Delaware State Park event planners plan events that often require tent services at State Parks throughout Delaware. Planners will review services for the venue (including available tent services) with the client and the client chooses the tent vendor from the provided listing.

A Tent License is between the Department of Natural Resources and Environmental Control, Division of Parks and Recreation (“**Division**”) and (“**Tent Vendor**”) to facilitate the cooperation of the two parties for providing Tent services in designated Delaware State Parks Special Event and Meeting Facilities. The Tent Vendor shall provide the following levels of service:

- Statewide Tent License (applies to all designated special event and meeting facilities in Delaware State Parks).

The Division plans, develops and maintains all State Park areas entrusted to its administration to preserve the natural, scenic and historic values for and on behalf of the citizens of Delaware.

The Division maintains facilities that are available for rent by the general public to conduct events including, but not limited to, meetings, conferences, concerts, picnics, sporting events, and weddings.

The Division has established a license program for tent vendors who supply tents for designated Park venue events. The License Program Guidelines and Procedures ensure quality products and services are provided to the general public from reputable businesses and to enhance the client’s experience at these said events.

**I. General Guidelines and Procedures:**

The following general guidelines and procedures are not meant to be inclusive; rather the Park Superintendent and the Facility Manager have the discretion, on behalf of the Division, to include additional guidelines and procedures specific to a Park or venue.

- A. The term of the Tent License shall be for twelve (12) months beginning March 1, 2017 and ending February 28, 2018.
- B. The Tent Vendor shall pay the Division a non-refundable fee of \$1,250.00 for the privilege of providing tent services in designated Park facilities. The Non-refundable fee shall be paid to the Division prior to execution of the Tent License.
- C. If requested by the Event Planner, the Tent Vendor and/or Tent Vendor’s staff may be required to attend event planning meetings with clients and Facility Manager.
- D. Reservations for use of any facility shall be reviewed and approved through the Facility Manager or designated park staff.
- E. Arrangements for Tent services (setup/erection/tear-down) and/or entry into any facility must be coordinated with the Facility Manager or designated park staff.
- F. Tents shall be free standing and may not be attached, affixed or abut to any structure owned by the State Parks, unless specifically designed to accommodate the tent.
- G. The Tent Vendor shall follow all terms and conditions established by the Delaware Fire Marshal’s office.
- H. Delivery and setup must be scheduled on the day of the event. If same day set up is not feasible then arrangements shall be made with the park office for set-up to occur one day prior to the event. Delivery and set-up shall not be permitted more than one

day prior to the event without prior arrangement with the Facility Manager or Park Superintendent.

- I. Tent Vendor shall be solely responsible for any supplies and/or rented equipment brought into the Park. Tent Vendor agrees to the removal all rental tables, chairs, tent supplies, equipment and debris following the event as scheduled by the Facility Manager or Park Superintendent.
- J. Multiple events may occur throughout a weekend and the Tent Vendor shall comply with the first customer's request for tent usage. If a conflict occurs between customers for desired usage of a tent, the vendor shall remove the tent when appropriate to satisfy the wishes of the second customer.
- K. At no time will a tent be permitted to stay on a park facility for more than one day past the date the tent is used after the conclusion of the event. Tent Vendors shall remove the tent no later than one (1) day following an event unless the next customer desires the usage of the tent and arrangements have been approved by the Facility Manager, or Park Superintendent.

**For the Indian River Lifesaving Station only:** Tent and rental equipment must be removed by 10:00 a.m. on the day following the event unless prior arrangements have been made with the Facility Manager. A private pedestrian crossing leading from the property is used to access the beach for ceremonies. Chairs and minimal decorations may be set up for the ceremony after 3:00 p.m. on the day of the event and must be removed immediately after the ceremony. Under no circumstances may equipment remain on the beach beyond dusk. Vehicular access to the beach via a designated vehicle crossing for wedding set-up purposes is limited solely to chair rental vendors during delivery, set-up and breakdown of chairs.

- L. All other arrangements for use of said facilities must be approved and coordinated with the Facility Manager.
- M. Tent Vendor shall provide an emergency contact number to the Facility Manager for safety and weather related issues at the park.
- N. Tent Vendors are allowed to use the Delaware State Parks logo on their website. The Division of Parks and Recreation must have final approval of use and placement.
- O. Tent Vendors may develop advertisements promoting themselves as licensed Tent Vendors for Delaware State Parks and shall forward any written or electronic documents to the Division for approval prior to distributing.
- P. In an effort to meet the needs of potential clients, Tent Vendors may be required to submit sample advertising of its Tent selections and Tent pricing to Facility Managers as part of a package for use of the facility. Facility Managers reserve the right to select the best Tent options presented by the Tent Vendors based on the packages and client's needs.

- Q. The Division, at its sole discretion, may add other park facilities or grounds to the list of venues where licensed Tent Vendors are needed to meet the clients' requirements.
- R. All Tent Vendors are responsible for the safety of the client and their guests who use Tent rental products and services. Delaware State Parks reserves the right to cancel or postpone any event due to wind, fire, lightning, flooding, or any other weather related event(s), electric or other utility problems, or behavior not permitted by Parks at any time before or during the event without prior notice. If Parks cancels an event for safety reasons as stated above, every effort will be made to reschedule the event based on available dates. The Division cannot guarantee the event can be rescheduled or a refund given. If there is an interruption to an event due to an emergency, weather, etc., event shall be permitted to proceed past scheduled end time by the amount of time of the interruption.
- S. The Division reserves the right to remove any venue facility from the available venue list at any time. The Division will notify the Licensed Tent Vendors as applicable.
- T. Tent Vendor warrants that the execution of all services will be performed in a good and workmanlike manner.
- U. Tent Vendor will keep fully informed of and comply with all laws, ordinances, guidelines and procedures in any manner affecting their operation, once the Tent License has been issued by the Division, and, Tent Vendor agrees to follow all orders and decrees of bodies and tribunals having jurisdiction of authority over the same. Tent Vendor will have an obligation to promote and support these State of Delaware and Park guidelines and procedures.
- V. Tent Vendor expressly agrees to indemnify and hold the State of Delaware and any of its employees, agents and invitees harmless from any and all claims arising out of any violation by Tent Vendor, its employees or subcontractors of any law, guideline, procedure or order and from any and all claims for loss, damage or injury to persons or property of whatever kind or nature arising from the acts or omissions of employees, agents and invitees while on State of Delaware property or providing services in relation to the TLP.
- W. Requests by Tent Vendor to change any of these guidelines or procedures or the Tent License terms or conditions must be approved by the Division in writing. A Tent License may be revoked by the Division, without written notice, if the Tent Vendor fails to uphold their financial obligation to the Division, or fails to comply with the Division's Guidelines and Procedures, or if the Division receives customer complaints, or for any other just cause deemed by the Division to be detrimental to the safety and security of the client, their guests, the Park or Division employees.
- X. The Division may terminate the Tent License with thirty (30) days written notice to the Tent Vendor. No refunds will be given by the Division upon termination.

- Y. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.
- Z. Park Superintendents have the authority to assess an additional fee of \$250 for non-compliance of these established Tent Vendor guidelines and procedures.

**II. Insurance**

The State of Delaware has required minimum standards for all vendors conducting business with State agencies. Tent Vendor shall provide the minimum insurance coverage as listed below. A certificate of insurance must be submitted with your application.

- A. As a part of the license requirements, the Tent Vendor must obtain at its own cost and expense and keep in force and effect during the term of the license, the minimum coverage limits specified below with a carrier satisfactory to the State. Tent Vendor must carry the following coverage:
  - i. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate
  - ii. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate;
  - iii. Automotive Liability Insurance - covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to other.
- B. The Tent Vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under the Tent License term. The Tent Vendor is an independent contractor and is not an employee of the State of Delaware.
- C. The Tent Vendor shall provide fifteen (15) days written notice of cancellation or material change of any policies.
- D. Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**State of Delaware  
Department of Natural Resources and Environmental Control  
Division of Parks and Recreation  
89 Kings Hwy  
Dover, DE 19901**

**In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.**

### III. Tent License Fees:

#### A. Statewide Tent License

**\$1,250.00**

#### Applicable Special Event and Meeting Facilities

The Division reserves the right to add or remove facilities from this list.

- **Alapocas Run State Park**
  - The Blue Ball Barn
  - Pavilion1021 West 18th Street  
Wilmington, DE 19802  
Facility Manager: Judi Jeffers  
Phone: 302-761-6952
- **Auburn Heights Preserve**
  - Auburn Heights Mansion300 Creek Road  
Yorklyn, DE 19736  
Facility Manager: Laura Lee  
Phone: 302-239-5687
- **Bellevue State Park**
  - Bellevue Hall
  - Cauffiel House
  - Figure 8 Barn
  - Pavilion(s)800 Carr Road  
Wilmington, DE 19809  
Facility Manager: Judi Jeffers  
Phone: 302-761-6952
- **Brandywine Creek State Park**
  - Amphitheatre
  - Pavilion
  - Nature Center41 Adams Dam Road  
Wilmington, DE 19807  
Facility Manager: Sheila Linn  
Phone: 302-577-3534
- **Cape Henlopen State Park**
  - The Officer's Club
  - Herring Point
  - Hawk Watch
  - Pavilions
  - Gordon's Pond15099 Cape Henlopen Drive  
Lewes, DE 19958  
Facility Manager: Sarah Anderson  
Phone: 302-644-5005
- **Delaware Seashore State Park**
  - The Indian River Life Saving Station
  - Pavilion25039 Coastal Highway  
Rehoboth Beach, DE 19971  
Facility Manager: Martina Adams  
Phone: 302-227-6991
- **Delaware Seashore State Park**
  - The Point at Indian River Marina
  - Pavilion25039 Coastal Highway  
Rehoboth Beach, DE 19971  
Facility Manager: Martina Adams  
Phone: 302-227-6991
- **Fort Delaware State Park**
  - Grass Dale Center
  - Fort DuPontP.O. Box 170  
Delaware City, DE 19706  
Facility Manager: Michele Restucci  
Phone: 302-834-7941
- **Holts Landing State Park**
  - Pavilion25039 Coastal Highway  
Rehoboth Beach, DE 19971  
Facility Manager: Martina Adams  
Phone: 302-227-6991
- **Killens Pond State Park**
  - Nature Center
  - Pavilions5025 Killens Pond Road  
Felton, DE 19943  
Facility Manager: Stephanie Gimbar  
Phone: 302-284-4299
- **Trap Pond State Park**
  - Baldcypress Nature Center
  - Pavilion33387 Baldcypress Lane  
Laurel, DE 19956  
Facility Manager: Will Koth  
Phone: 302-875-5163

- **White Clay Creek State Park**

- Judge Morris Estate
- Pavilion

425 Wedgewood Road

Newark, DE 19711

Facility Manager: Susan Staats

Phone: 302-368-6900

- **Wilmington State Park**

- Brandywine Park
- Brandywine Zoo
- H. Fletcher Brown Park
- Rockford Park
- Pavilion

1021 West 18<sup>th</sup> Street

Wilmington, DE 19802

**Continue to the next page for Application.**

# Division of Parks and Recreation Tent License Program Application

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**All information must be provided. Please type or print clearly.**

The required documents must be included with your application to be considered for the TLP license. Failure to provide required documentation will result in the Tent Vendor not being licensed. A checklist is provided to ensure all documents are included. Completed applications may be mailed, faxed or emailed.

Please return the completed application, required materials and signed/witnessed license request to:

Division of Parks and Recreation  
**Attn: Tent License Program**  
89 Kings Highway  
Dover, DE 19901  
Telephone: 302-739-9225  
Fax: 302-739-3817  
Email: [parks\\_OBS@state.de.us](mailto:parks_OBS@state.de.us)

If you have any questions regarding the completion of this application, please contact the designated contact noted above.

**Submitted applications must be postmarked by January 30, 2017 to be eligible for a Tent License.**

**Note – This section must be filled out in its entirety for the application to be processed. Incomplete applications may not be accepted.**

# Division of Parks and Recreation Tent License Program Application

**1. Provide the following information regarding your business:**

Name of Business:			
Street Address of Business:			
City:	State:	Zip Code:	
Business Website:			
Telephone Number:		Fax Number:	
Email Address:			
Delaware Business License Number and Expiration Date:			
Corporation Y/N	Partnership (LLP) Y/N	Limited Liability Company (LLC) Y/N	Sole Proprietor Y/N
Date Firm was Established:			

**2. Please “Check” your payment method:**

<p><b>Check</b></p> <p><input type="checkbox"/> Check # _____</p>	<p><b>Credit Card</b></p> <p><input type="checkbox"/> <i>Division will contact you for credit card processing information.</i></p>
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**3. The following is required with your application. Please “Check” and provide the information as required:**

1.	Have you included a copy of your <b>Delaware</b> Business License in your application submission?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.	Have you provided a copy of your Certificate of Insurance, with required limits, in your application submission?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.	Have you included your payment for Tent License?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

# Division of Parks and Recreation Tent License Program Application Affidavit

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Hereafter, “the Business” refers to:

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(Business Name)

I have read and understand all of the Procedures, Requirements, Guidelines and Standards as listed in this Application. Upon receipt of my State of Delaware Parks and Recreation Tent License, I will abide by all Procedures, Requirements, Guidelines and Standards as listed in this Application. Furthermore, I will keep current all licensing and insurance while holding a State of Delaware Parks and Recreation Tent License. In the event that my company’s required licenses and/or insurance expires or is revoked, I will immediately notify the Division of Parks and Recreation in writing. I understand that failure to notify the Division of Parks and Recreation of expired licenses and/or insurance will result in the Division of Parks and Recreation immediately revoking the Tent License. New and updated licenses and insurance documents must be sent to the Division of Parks and Recreation promptly to ensure records are current.

In the event of customer service complaints or any conflicts during licensing, to include not adhering to the Procedures, Requirements, Guidelines and Standards listed in this Application, the Division will determine conflict resolution up to and including License revocation.

Vendor is presumed to know and shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Vendor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself, by its employees, or by its subcontractor(s).

This application, any resulting license, and any and all litigation or other disputes arising therefrom, in connection with, or related hereto shall be governed by the applicable laws, regulations and rules of evidence of the State of Delaware. Vendor submits to personal jurisdiction in the State of Delaware. Any and all litigation or other disputes arising out of, in connection with, or relating to this bid, and any resulting contract, shall be brought exclusively in a court in the State of Delaware or the United States District Court of the District of Delaware as applicable.

By submitting this application, the Vendor agrees that in the event it is provided a TLP License, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the Vendor's its agents and employees' performance of work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or part, to the State, its employees or agents.

The Vendor represents that it has, or will secure at its own expense, all personnel and equipment required to perform the services required under this license. Vendor represents that all services and products provided by Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

This license shall not be assigned.

In the event of customer service complaints or any conflicts during licensing, to include not adhering to the Procedures, Requirements, Guidelines and Standards listed in this Application, the Division will determine conflict resolution up to and including License revocation.

I understand and agree to the entirety of this Application, Procedures, Requirements, Guidelines and Standards as it applies to a Tent License in State Park facilities.

\_\_\_\_\_  
Type or Print Name of Owner

\_\_\_\_\_  
Type or Print Name of Witness

\_\_\_\_\_  
Signature of Owner / Date

\_\_\_\_\_  
Signature of Witness / Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title