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Check <input type="checkbox"/> Check # _____	Credit Card <input type="checkbox"/> <i>Division will contact you for credit card processing information</i>
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Outfitter Services Applying For:			
Outfitter Activity:	Locations For Each Activity Include: <i>All activity must be scheduled with the Park <u>prior</u> to use.</i>	Check If Applying:	Annual Fee: <i>(no proration allowed)</i>
<b>Non-Motorized Water Sport Services (Canoe/Kayak/Paddle Craft/Tube/Sail)</b>  <i>Cape Henlopen State Park and Fenwick Island and Fenwick Island (other than Assawoman Recreation Area Drop Off/Pick up Only) are not included in the OLP due to existing vendor contracts.</i>	<ul style="list-style-type: none"> <li>Delaware Seashore State Park: Jefferson's Bridge at Guy St. (Drop off/Pick up only), New Road and Tower Bay Road</li> <li>Fenwick Island State Park: Assawoman Recreation Area (Drop off/Pick up only)</li> <li>Lums Pond State Park</li> <li>Trap Pond State Park: Trap Pond Boat Ramp, Trussum Pond Launch and Hitch Pond Launch</li> <li>Holts Landing State Park</li> </ul>	<input type="checkbox"/>	<b>\$3,500.00</b>
<b>Brandywine Creek State Park Livery Services w/Non-Motorized Water Sport Services</b>	<ul style="list-style-type: none"> <li>Livery at Brandywine Creek State Park: Boat Ramp area located on the northern side of Thompson's Bridge</li> <li>Non-Motorized Water Sports (guided/trips) – <i>First Aid/CPR Required</i></li> </ul>	<input type="checkbox"/>  <input type="checkbox"/>	<b>\$5,000.00</b>  <i>(fee includes any services listed)</i>
<b>Alapocas Run State Park Rock Climbing</b>	<ul style="list-style-type: none"> <li>Designated Rock Wall Area</li> </ul>	<input type="checkbox"/>	<b>\$500.00</b>
<b>Surf Fishing Guide Services</b>	<ul style="list-style-type: none"> <li>Delaware Seashore State Park</li> <li>Cape Henlopen State Park</li> <li>Fenwick Island State Park</li> </ul>	<input type="checkbox"/>	<b>\$2,500.00</b>
<b>Surf Fishing Vehicle Services</b>	<ul style="list-style-type: none"> <li>Delaware Seashore State Park</li> <li>Cape Henlopen State Park</li> <li>Fenwick Island State Park</li> </ul>	<input type="checkbox"/>	<b>\$2,500.00</b>
<b>Overnight Tent Camping "Supply/Staging/Removal" *2023 Pilot Program*</b>	<ul style="list-style-type: none"> <li>Trap Pond State Park</li> </ul>	<input type="checkbox"/>	<b>\$250.00</b> <b>*2023 Pilot Program Rate*</b>

**I. General Guidelines and Procedures:**

- A. The term of License shall be valid through **December 31<sup>st</sup>, 2023**. Applications shall be considered any time during the calendar year. **Full fees are required, and no proration shall be applied.**
- B. Outfitter shall pay the Division a non-refundable fee based on service type requested for the privilege of providing OLP services. Fees are due at the time of application processing.
- C. Outfitter(s) will not pay the daily Park entrance fees for participation in OLP (a **permit/hang tag will be provided for each listed Outfitter vehicle**), with exception to Surf Fishing Vehicle Services. **It is the expectation of the Division that all visitors to Delaware State Parks pay daily entrance fees or procure an annual park pass. Outfitters shall display their permit at all times while on Park property. Permits shall NOT be utilized unless during scheduled Outfitting. Failure to adhere shall result in revocation of the License. (Outfitter shall turn in all permits/hang tags at termination/revocation or at the end of the year annually).**
  1. **Surf Fishing Vehicle Services do not apply to this section due to surf permit being required on listed vehicle.**
- D. Outfitter shall abide by Guidelines and Procedures set forth in OLP Requirements as established in this Application document.

- E. **All Outfitters are responsible for the safety and security of their clients, guests and equipment. Outfitters shall not run outfitting services when conditions are not safe for the activity.**
- F. **Outfitter shall ensure that their presence and services do not affect species and habitat in any negative manner (i.e. catching prohibited fish species, getting too close to wildlife such as nesting species, snowy owls or deer, etc.).**
- G. **Outfitter Vendor shall strictly adhere to Delaware's Division of Public Health and Division of Small Business guidelines for business operations and events due to COVID-19. Outfitter shall adhere to any and all State of Emergency and/or Governor Declarations. This includes *but is not limited to*: capacity, patrons required to wear masks, cleaning guidelines, hand sanitizer readily available for patrons, and proper social distancing as required.**
- H. **This License does not provide for exclusivity of operations at any Delaware State Park.** The Division reserves the right to operate other Outfitters, Contracted Vendors, Park Programming, etc. This includes scheduling events and activities that may have the same business function as the Licensed Outfitter.
- I. Only Guided Trips/Tours, Livery Services and Surf Fishing Vehicle Services are allowed. No product sales or rentals on Park property without express written permission from the Division is allowed with exception to Surf Fishing Vehicle Services as described herein. Special Use Permits may be available for Demo Days or other special activities; it is at the discretion of the Park Superintendent to issue a Special Use Permit for such activities.
- J. An OLP License does not take the place of a Special Use Permit for events and large activities. For all events and high-capacity activities, Outfitter may be required to have a Special Use Permit from the Park.
- K. No employees of the Outfitter(s) are to begin any outfitting activity on Delaware State Parks property without a valid OLP License. Outfitter(s) are considered independent contractors and there shall be nothing in the License that creates an agency, partnership, joint venture or employment relationship between parties. **Joint Programming between Outfitter and the Division is allowed but is not considered a change in Outfitters independent contractor status (Section EE below).**
- L. **Outfitter agrees to abide by the Division of Delaware Parks and Recreation's rules and regulations, (as provided on the state's official website: <https://www.destateparks.com/>)**
- M. All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Outfitter at its own expense. Vendor shall be licensed to do business in the State of Delaware.
- N. **Outfitter shall be responsible for ensuring participants/customers are aware of rules and regulations of Delaware State Parks.**
- O. Outfitter and its employees must be eighteen (18) years of age or older.
- P. The Outfitter represents that it has, or will secure at its own expense, all personnel required to perform the services required under this OLP.
- Q. All of the equipment and services required for the OLP shall be provided by or performed by the Outfitter or under its direct supervision, and all personnel, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- R. With exception to Livery Service and Surf Fishing Vehicle Services only, Outfitter and its employees shall be certified in adult and pediatric CPR/basic first aid. Under no circumstances shall Outfitter operate within Delaware State Parks without current certification.
- S. Outfitter and its employees must have safety communication (i.e. cell phone) on them at all times during operations.
- T. Outfitter shall have all customers sign a safety and informational waiver noting the inherent risks of the activity and safety precautions/procedures.
- U. All of the Outfitter-owned equipment shall be serviceable and in compliance with Federal, State, and Municipal Codes and Regulations.
- V. Outfitter shall adhere to regular Park scheduled hours unless otherwise approved in writing by the Division.
- W. **All Outfitter activity must be scheduled.** Outfitter scheduling for activities are firm. Outfitter cancellation without proper notice (the Division shall deem what is considered proper notice) and any Outfitter activity occurring without scheduling shall be grounds for License termination by the Division.
- X. **Scheduling for use is required through the Park Superintendent or designated Park staff.** Outfitter shall only conduct outfitting services in designated locations and through scheduled dates and times. Providing advance notice is recommended to ensure approved scheduling and it is up to the Park Superintendent or designated Park staff to deem what is considered timely advanced notice.
- Y. Some park areas have limited or no accommodations (ex. water and toilet services, mobi-mats, weeding, tick control, etc.). **This OLP does not include any Division provided equipment or accommodations other than what are already provided for at each Park for the general public.**
- Z. Outfitter and their employees shall at all times generate and maintain an inviting atmosphere within the Park. Outfitter shall be responsible for employing only competent, mature and orderly employees and ensure their employees shall keep themselves neat and clean and be courteous to all visitors and patrons of the Park. Further, Outfitter and their employees will not use improper language, behave in a boisterous manner nor engage in any unlawful or unbecoming conduct during the course of their employment by the Outfitter. Any significant visitor complaints may be considered performance deficiencies and shall be grounds for License termination by the Division.

- AA. Outfitters and their employees' uniforms shall display the business name and are to be clean and worn in a presentable manner.
- BB. The Division reserves the right to add, enlarge, close and/or reduce the size of any designated Park location(s) for the purposes of improvement, repair, construction or any other legitimate purpose. It is understood that any of the above actions shall not entitle Outfitter to any reduction or suspension of the License or fees unless otherwise approved by the Division.
- CC. Outfitter(s) shall adhere to the "carry-in and carry-out" policy of Delaware State Parks. No trash or rubbish shall be left within Delaware State Parks at any time.
- DD. There is no storage for Outfitters on Park property. Outfitters shall ensure that all equipment fits in or on their vehicle as it cannot be left or stored on Park property.
- EE. The Outfitter may collaborate with the Division for guide services with Division Programming. The Division is interested in guiding Outfitter tours for a fee. The Outfitter may offer promotional incentive programs with the Division for events and activities with the goal of bringing patrons to Delaware State Parks.
- FF. Outfitter(s) agree not to use signs, social media or web advertising or any other means of soliciting business without the approval of the Division and agree not to advertise any license between the Division and Outfitter in any manner or form on or about premises licensed to it, or elsewhere, or in any newspaper or otherwise, without such prior approval. Any printed or social media or web advertising promoting services in a State Park shall include the correct name and location of the operation (e.g., XYZ Paddle Boards at Cape Henlopen State Park).
  - 1. The Division, through their authorized agents, reserves the right to prohibit the erection, display or use of signs which are not in keeping with the park area. Permission must be granted by the Division or their authorized agents prior to the erection, display or use of signs, social media or web advertising. The Division also reserves the right to designate the type, size, wording, color and number of signs requested by the Outfitter.
  - 2. Any signs authorized by the Division for specific events shall become the property of the Division, if not removed by the Outfitter after reasonable notice from and at the direction of the Division.
  - 3. Vendor shall not advertise their business or State of Delaware, Department of Natural Resources and Environmental Control (DNREC) or Division of Parks and Recreation affiliation or logos without approval in writing from the Division
- GG. No Alcoholic beverages shall be consumed, served, sold or stored by any Outfitter without prior notice, proof of a valid license as required by the State of Delaware for sale and distribution, and approval by the Park Superintendent.
- HH. Requests to change the License terms must be approved by the Division in writing.
- II. In the event that State property or facilities are damaged in any way whatsoever by reason of any act or omission of Outfitter or its employees, Outfitter shall repair at its own cost and expense the facility or property so damaged. Repairs shall be made to the specifications of the Division, which shall be consistent with pre-damaged conditions/functionality. Upon the failure of Outfitter to make such repairs within five (5) working days or a reasonable time period agreed upon by the Division and Outfitter, the Division will repair such damage at the cost and expense of Outfitter and deliver a detailed invoice to Outfitter which will be due and payable within thirty (30) days of the date of the invoice.
- JJ. This License may be terminated immediately by the Division, with written notice, if the Outfitter fails to uphold their financial obligation to the Division, or fails to comply with the Division's OLP Program, procedures and terms, 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. No fee reimbursement will occur under immediate termination.
  - 1. For any other reason, the Division may terminate this agreement with thirty (30) days written notice. License fee may be prorated if termination is unrelated to terms and conditions of this License.
- KK. **No Subcontracting is permitted under this License.**
- LL. **This License shall not be assigned.**
- MM. The Outfitter 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 Outfitter shall indemnify and otherwise hold 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 or by its employees.
- NN. This 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. Outfitter 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 License 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.
- OO. Neither the Outfitter nor the Division of Parks and Recreation shall be held liable for non-performance under the terms and conditions of this License due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this License.
  - 1. Delaware State Parks reserves the right to cancel or postpone any event or activity 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/activity without prior notice.

PP. The Division reserves the sole right to waive annual Outfitter fees for contracted Vendors providing the same service offering with Delaware State Parks.

QQ. The Division reserves the sole right to make modifications to the OLP Application and Program.

## II. Outfitter Background Check Requirements:

- A. Outfitter(s) that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry: Delaware Sex Offender Central Registry at: <https://sexoffender.dsp.delaware.gov/> **and** the Central Registry for the state your business operates in if you are not a State of Delaware business.
- B. Individuals that are listed in the registry shall be prevented from direct contact in the service of the License but may provide support or off-site premises service for Outfitter. Should an individual be identified, and the Outfitter(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the Division. The Division's decision to allow or deny access to any individual identified on a registry database is final and at the Division's sole discretion.
- C. By Division's request, the Outfitter(s) shall provide a list of all employees serving on the License, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of the License. A violation of this condition represents a violation of the License terms and conditions, and may subject the Outfitter to penalty, including License termination.

## III. Insurance

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

### 1. MANDATORY INSURANCE REQUIREMENTS

a. As a part of the License requirements, the Outfitter 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. All Outfitters must carry the following coverage:

1. **Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate; and**

2. **Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate; and**

3. **Automotive Liability Insurance as follows:**

a) **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; and**

4. **Worker's Compensation and Employer's Liability Insurance in accordance with applicable law. The Outfitter is an independent contractor and is not an employee of the State of Delaware.**

b. Before any work is done with the State, a Certificate of Insurance shall be filed with the State. The certificate holder shall be listed as follows:

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

**Note: The State of Delaware shall not be named as an additional insured.** Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

## IV. Outfitter Reporting:

A. One of the primary goals in administering the OLP is to keep accurate records regarding its actual value/usage. This information is essential in order to effectively manage Outfitter(s) activity and impacts to Delaware State Parks. The integrity of future licensing or contracts revolves around our ability to convey accurate and realistic information to all interested parties.

- 1. **The Outfitter agrees to submit to: [Parks\\_OBS@delaware.gov](mailto:Parks_OBS@delaware.gov), a mandatory usage report once a quarter, covering each day's operation under the License (# of trips, # of participants, Date of Trips, Gross Receipt per Trip and Which Park the Trip was in).**

2. Outfitter may offer educational programs or activities without charge to state park visitors for promotional purposes, **with the Division's prior approval**, and **the cost of these free services to park visitors shall be included in Outfitter's mandatory usage report as non-revenue generating services.**
  - a. **Joint Programming between Outfitter and the Division is allowed, but is not considered a change in Outfitters independent contractor status.**
- B. A complete and accurate Usage Report (provided with the License) shall be furnished in an Excel format and submitted electronically by Outfitter, **no later than the 15th (or next business day after the 15th day) of each Quarterly month (March, June, September and December)**, detailing the sale of all services associated with this OLP (**# of trips, # of participants, Date of Trips, Gross Receipt per Trip and Which Park the Trip was in**). The reports shall be submitted and sent as an attachment to [Parks\\_OBS@delaware.gov](mailto:Parks_OBS@delaware.gov). Submitted reports shall contain accurate descriptions of the products, goods or services procured. **Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the License.** Failure to provide the report with the minimum required information may also negate any future licensing.

## SPECIFIC OUTFITTING ACTIVITY REQUIREMENTS AND CONDITIONS

### Non-Motorized Water Sports (Canoe/Kayak/Paddle Craft/Tube/Sail)

If applying for a Non-Motorized Water Sport Outfitting License, Outfitter shall agree to provide the minimum services: provide tours and instructional water sports programs (unless in designated Drop-Off areas), special activities and events and other group activities at the discretion of the Outfitter and approved in writing by the Division or by issuance of the Outfitting License. Provide for safety instructions (emergency procedures and equipment recovery) and proper use of equipment. The Division reserves the right to specify locations where Outfitters may or may not provide Outfitting services. The Division reserves the right to add or remove specific sites from this license, at any time, at the sole discretion of the Division. No Outfitter or their customer's equipment is to remain on Park property after services are complete. Use of Park sites must be scheduled with each Park Office prior to use to ensure availability. Multiple Outfitters may use sites simultaneously and there is no exclusivity. Cape Henlopen State Park and Fenwick Island (other than Assawoman Recreation Area Drop Off/Pick Up Only) and Trap Pond's Cypress Point and Barnes Woods launch sites/areas are excluded from the OLP. Outfitters shall not use those sites without express permission in writing from the Division. The Division reserves the right to limit site scheduling to control Outfitter volume with general park patron volumes.

#### **Non-Motorized Water Sports Minimum Requirements and Conditions:**

1. Entrance Fee Program shall apply to all customers.
2. The Division shall only schedule site access. The Division does not guarantee any beach access, at any time.
3. Outfitter Tour Guides and Instructors must be eighteen (18) years of age or older.
4. Outfitter Tour Guides and Instructors shall be ACA – American Canoe Association certified (or equivalent) during the term of the license. The Division reserves the right to determine if training is equivalent for the License.
5. Outfitter shall carry either a VHF marine radio or cell phone when providing the Non-Motorized Sport Services.
6. Outfitter shall carry a tow rope equipped with a quick release mechanism.
7. Outfitter will be required to ensure all customers use proper safety equipment.
8. Outfitter must maintain the use area in a clean and satisfactory manner during daily use. The area shall be left in as good condition at the end of each day's use as at the beginning.
9. Designated Drop-Off and Shuttle sites shall only be used for shuttle, drop-off and pick-up of customers. This includes quick set-up of customers with equipment. Outfitter customers are not permitted to park at these areas and Outfitter cannot park longer than thirty (30) minutes at Drop-Off and Shuttle site.
10. Outfitters shall not block access to members of the public. Tour groups must be transitioned into the water quickly and efficiently. Public access shall not be impeded at any time. Failure to adhere to this may result in revocation of license.
11. Outfitter shall have all customers sign a safety and informational waiver noting the inherent risks of Non-Motorized Water Sports and safety precautions/procedures.
12. Outfitter is responsible for having a First Aid kit in their possession during operation of this license. Outfitter is responsible for using reasonable judgement to ensure the safety of customers (e.g., leaving Park during unsafe weather, safe driving and first aid for injuries).

## **Brandywine Creek State Park Livery Services and Non-Motorized Water Sports**

If applying for a Brandywine Creek State Park Livery and Non-Motorized Water Sports Services License, Outfitter shall agree to provide the minimum services: provide livery operations, defined as use of the boat ramp area located on the northern side of Thompson's Bridge for the pick-up of individuals, supplies or equipment on land or water, kayaking, canoeing and tubing the Brandywine River at the discretion of the Outfitter and approved in writing by the Division or by issuance of the Outfitting License. **Outfitters also providing Non-Motorized Water Sports services, in addition to the conditions listed for Livery Services below, shall strictly adhere to the conditions listed above in "Non-Motorized Water Sports (Canoe/Kayak/Paddle Craft/Tube/Sail)", including but not limited to certifications and First Aid/CPR.** The Division reserves the right to specify locations where Outfitters may or may not provide Outfitting services. No Outfitter or their customer's equipment is to remain on Park property after services are complete. Use of Park sites must be scheduled with each Park Office prior to use to ensure availability. Multiple Outfitters may use sites simultaneously and there is no exclusivity. The Division reserves the right to limit site scheduling to control Outfitter volume with general park patron volumes.

### **Livery Minimum Requirements and Conditions:**

1. Entrance Fee Program shall apply to all customers.
2. Outfitter shall only be permitted to use the boat area located on the northern side of Thompson's Bridge Road to pick up individuals paddling the Brandywine River. Outfitter shall have access to Brandywine Creek State Park through an entrance designated by the Park Superintendent. This service may not operate in any other areas of the Park without the express written consent of the Park Superintendent.
3. The Division shall only schedule site access. The Division does not guarantee access due to being a multi-use site, at any time.
4. Outfitter shall inform participants of all risks applicable to the activity undertaken, and shall provide appropriate training and guidance, and shall provide all necessary equipment and supplies to assure safety of participants. Outfitter shall ensure all participants have cautions and warnings to ensure the utmost safety for known and unknown conditions.
5. All equipment and supplies must be removed, and participants transported from the site at the end of the day. The Division is not responsible for the removal or furnishing equipment or supplies or transporting participants for Outfitter.
6. Outfitter shall provide at a minimum: tours/trips, paddles, kayaks/canoes, life jackets, and transportation.
7. Outfitter shall operate and manage activities and employee such personnel satisfactory to the Division. Any employee left in charge of the livery operation shall be at least eighteen (18) years of age.
8. Outfitters shall not block access to members of the public. Groups must be transitioned from the water quickly and efficiently. Public access shall not be impeded at any time. Failure to adhere to this may result in revocation of license.
9. Outfitter must maintain the event area in a clean and satisfactory manner during daily use. The area shall be left in as good condition at the end of each day's use as at the beginning.
10. Outfitter will receive gate lock combination and be allowed to park company vehicles and trailer as designated by the Park Superintendent.
11. Outfitter shall have all customers sign a safety and informational waiver noting the inherent risks of Non-Motorized Water Sports and safety precautions/procedures.
12. Outfitter is responsible for having a First Aid kit in their possession during operation of this license. Outfitter is responsible for using reasonable judgement to ensure the safety of customers (e.g. leaving Park during unsafe weather, safe driving and first aid for injuries).

## **Alapocas Run State Park Rock Climbing**

If applying for an Alapocas Run State Park Rock Climbing License, Outfitter shall agree to provide minimum services. Outfitter shall provide instruction and equipment for rock climbing. Top roping and rappelling shall be offered by the Outfitter. Climbing is an inherently dangerous activity which includes certain risks, including but not limited to the risk of serious injury or death. The Division shall direct the Outfitter to the designated climbing area. No Outfitter or their customer's equipment is to remain on Park property after services are complete. **Use of Park sites and wall must be scheduled with Wilmington State Parks Office prior to use to ensure availability.** The park office is open 8am to 4pm Monday through Friday. There is no exclusivity and the wall shall be open to Delaware State Park Programming and to public use at all times. The Division reserves the right to limit site scheduling to control Outfitter volume with general park patron volumes.

### **Rock Climbing Minimum Requirements and Conditions:**

1. Entrance Fee Program shall apply to all customers.
2. Outfitter shall carry a cell phone when providing Rock Climbing Services.

3. Outfitter Guides and Instructors must be eighteen (18) years of age or older.
4. The Division does not guarantee wall access due to being a multi-use site, at any time. Outfitter understands the site is open to the general public and the use of the wall is first-come-first-serve.
5. **Outfitter is limited to a maximum of fifteen (15) climbers per session.** Under no circumstances shall there be more without written approval from the Division.
6. Rock climbing is allowed only in the area designated and signed for such use.
7. No natural anchors are permitted. The Division has installed top rope anchors on the rock wall. Utilize the trail to the left of the rock wall to access the top rope anchors. Climbing and rappelling are restricted to regular Park hours of 8 a.m. to sunset and to approved locations using Division approved and installed anchors.
8. **Outfitter shall notify the Division immediately of any potential safety concerns or hazards at the site or on the wall.**
9. The installation, adjustment, or maintenance of any fixed or temporary hardware not specifically authorized by the Delaware Division of Parks and Recreation is prohibited. Contact the park office (302-577-7020) if hardware problems are discovered.
10. Parking for the rock climbing area is located in either the 95 parking lot in Brandywine Park or the lot at the Blue Ball Barn. The Bancroft lot is closed until further notice and there is no parking in the adjacent parking lot. Parking in non-designated areas may result in vehicles being towed at owner expense.
11. Outfitter shall ensure that patrons have adequate training and all necessary equipment in good serviceable repair to participate.
12. Due to inherent risks of Rock Climbing, the Division strongly recommends that Outfitter have Emergency Medical Responder and Wilderness First Aid certification and training. Basic First Aid/Adult and Pediatric CPR Red Cross or equivalent is mandatory.
13. Outfitter is responsible for having a First Aid kit in their possession during operation of this license. Outfitter is responsible for using reasonable judgement to ensure the safety of customers (e.g. leaving Park during unsafe weather, safe driving and first aid for injuries).
14. **Outfitter shall have all customers sign a safety and informational waiver noting the inherent risks of Rock Climbing and safety precautions/procedures.**

### Surf Fishing Guide Services

If applying for a Surf Fishing Guide License, Outfitter shall agree to provide minimum services. Outfitter shall provide high quality equipment normally associated with surf fishing (e.g. surf rods and reels, tackle, plugs, lures, and waders). Services provided shall include, but not be limited to: providing knowledge of where and how to fish at the parks listed herein (includes training, licensing requirements, specific lure or plugs, waders, surf fishing techniques, recognizing potential hot spots, reading wind/currents and beach conditions, operation of a motor vehicle on a sand, use of different surf fishing equipment, and mastering the art of casting, baiting and fish removal); full service surf fishing experience that includes a full equipment and product line for both youth and adults; transport individuals and groups (or make transportation arrangements) to and from the surf fishing beach for guide services; and promote marine and coastal resource and conservation as part of Outfitting. Outfitter shall be a responsible fisherman and steward to the environment and fish populations.

**Vendors are welcome to download the maps of dune crossings and designated fishing areas that are included in Outfitting.**  
<http://www.destateparks.com/Activities/fishing/surf-fishing/index.asp>

The Division reserves the right to specify locations where Outfitters may or may not provide Outfitting services. No Outfitter or their customer's equipment is to remain on Park property after services are complete. Use of Park sites must be scheduled with each Park Office prior to use to ensure availability. Multiple Outfitters may use sites simultaneously and there is no exclusivity. The Division reserves the right to limit site scheduling to control Outfitter volume with general park patron volumes. Surf Fishing Guide Minimum Requirements and Conditions:

1. Entrance Fee Program shall apply to all customers.
2. Outfitter shall carry a cell phone when providing Surf Fishing Guide Services.
3. Outfitter Guides and Instructors must be eighteen (18) years of age or older.
4. Anyone driving onto a beach to engage in Surf Fishing must have a current Surf Fishing Permit. Anyone fishing in the State of Delaware must have a valid State of Delaware Fishing License (the Surf Fishing Permit is only acceptable for the driver of the surf vehicle only; all other people require a State of Delaware Fishing License). Vendor is responsible for ensuring all persons engaged in fishing have the appropriate State of Delaware Fishing License or Surf Fishing Permit (if driving on the beach).
5. Outfitter shall not utilize Cape Henlopen on weekends until after 3:00 p.m. during peak season.



6. Parking is not inclusive in Surf Fishing Guide Outfitting. There are no dedicated sites, parking spots or areas that will be provided by the Division. Outfitter must ensure they are aware of beach overcrowding during peak season hours and accommodate their business model to ensure they are as successful as possible in their business operations.
7. Outfitter shall not “double or triple stack” vehicles on the beach. Single file parking is required at all times.
8. The Division does not guarantee any beach access, at any time, as Surf Fishing park patrons have access to Delaware State Park beaches in designated Surf Fishing areas.
9. The Division reserves the right to request Outfitter to shift or relocate parking to accommodate park programming and events.
10. Outfitter shall furnish the necessary surf fishing equipment or supplies during performance of services.
11. Outfitter is responsible for ensuring its customers are properly licensed to fish in the State of Delaware before engaging in surf fishing with the Outfitter.
12. Outfitter shall ensure that anyone operating a vehicle in performance of this License has a valid driver’s license for vehicle operation on state roadways and has current motor vehicle insurance.
13. Outfitter shall be responsible for transporting customers to and from the beach area if they are not driving their own vehicle. All vehicles must have a current surf fishing permit.
14. Outfitter shall provide educational and informative services as part of their service offering, promoting proper surf fishing techniques and information. During operations under this license, Outfitter shall ensure that during all surf fishing activities (on Park property), active fishing shall be adhered to as required by Surf Fishing rules and regulations. Under no circumstances shall Outfitter drop off and pick up customers/patrons of their services, Outfitter shall actively be with customers/patrons and be actively surf fishing.
15. Outfitter is responsible for having a First Aid kit in their possession during operation of this license. Outfitter is responsible for using reasonable judgement to ensure the safety of customers (e.g. leaving Park during unsafe weather, safe driving and first aid for injuries).

### Surf Fishing Vehicle Services

Surf Fishing Vehicle Services is leasing or renting a registered vehicle for the purposes of Surf Fishing on Delaware State Park designated beaches. If applying for a Surf Fishing Vehicle Services License, Outfitter shall agree to provide minimum services. Outfitter shall provide high quality and mechanically serviceable vehicle that meets all Federal and State Requirements. Outfitter shall have a non-transferrable Delaware Surf Permit and Plate on the vehicle at all times. The paper permit shall be in the vehicle at all times. Outfitter shall provide all required surf fishing equipment required by the Surf Permit (e.g., shovel, jack, tow rope or chain, board or similar support for the jack, and a low-pressure tire gauge when being operated on state park beaches). Services provided shall include, but not be limited to: providing knowledge of where and how to fish at the parks listed herein (includes training, licensing requirements, specific lure or plugs, waders, surf fishing techniques, beach conditions, operation of a motor vehicle on a sand, and use of different surf fishing equipment); and promote marine and coastal resource and conservation. Outfitter shall be a steward to the environment and fish populations. Outfitter shall provide all renters/lessee of vehicles full information about Delaware State Park’s surf fishing rules and regulations. Operators shall be subject to Violations and Fines. Surf Fishing permits may be revoked or confiscated if state park regulations are not followed. All renters/lessee of vehicles must be “actively engaged in fishing” and must have a valid Fishermen’s Information Network (FIN) number and Fishing Permit issued by the Delaware Division of Fish and Wildlife.

**Vendors are welcome to review surf fishing rules and regulations and download the maps of dune crossings and designated fishing areas that are included in Outfitting.** <http://www.destateparks.com/Activities/fishing/surf-fishing/index.asp>

The Division reserves the right to specify locations where Outfitters may or may not provide Outfitting services. No Outfitter or their customer’s equipment is to remain on Park property after services are complete. Use of Park sites must be scheduled with each Park Office prior to use to ensure availability. Multiple Outfitters may use sites simultaneously and there is no exclusivity. The Division reserves the right to limit site scheduling to control Outfitter volume with general park patron volumes. Surf Fishing Guide Minimum Requirements and Conditions:

1. Entrance Fee Program shall apply to all customers.
2. Outfitter shall require renter/lessee Operator to carry a cell phone when engaging in Surf Fishing.
3. Outfitter, Renter/lessee Operator must be eighteen (18) years of age or older (*able to contract for leased vehicle services*).
4. Anyone driving onto a beach to engage in Surf Fishing must have a current Surf Fishing Permit with FIN. Anyone fishing in the State of Delaware must have a valid State of Delaware Fishing License (the Surf Fishing Permit is only acceptable for the driver of the surf vehicle only; all other people require a State of Delaware Fishing License). Vendor is responsible for ensuring Renter/lessee Operator has a FIN for the Surf Fishing Permit assigned to the specific vehicle. **Note: Surf Permits are only valid for the registered vehicle for which it was purchased.**

5. Outfitter, Renter/lessee Operator shall not utilize Cape Henlopen on weekends until after 3:00 p.m. during peak season.
6. Parking is not inclusive. There are no dedicated sites, parking spots or areas that will be provided by the Division. Outfitter, Renter/lessee Operator must ensure they are aware of beach overcrowding during peak season hours and accommodate their business model to ensure they are as successful as possible in their business operations.
7. Outfitter, Renter/lessee Operator shall not “double or triple stack” vehicles on the beach. Single file parking is required at all times.
8. The Division does not guarantee any beach access, at any time, as Surf Fishing park patrons have access to Delaware State Park beaches in designated Surf Fishing areas.
9. The Division reserves the right to request Outfitter, Renter/lessee Operator to shift or relocate parking to accommodate park programming and events.
10. Outfitter shall furnish the necessary surf fishing equipment or supplies during rental/lease of vehicle. Leased Vehicle shall be of high quality and mechanically serviceable for the purposes of beach off-road driving and surf fishing.
11. Outfitter is responsible for ensuring its customers are properly licensed to fish in the State of Delaware before leasing for Surf Fishing Vehicle Services.
12. Outfitter shall ensure that anyone operating a vehicle in performance of this License has a valid driver’s license for vehicle operation.

**Overnight Tent Camping “Supply/Staging/Removal”**  
**\*2023 Pilot Program\***

\*2023 Pilot Program is only available at Trap Pond State Park for 2023\* Overnight Tent Camping “Supply/Staging/Removal” is supplying, staging and the removal of camping equipment for Delaware State Parks customers that have a camping reservation. The Outfitter shall “outfit” the customer with camping equipment and supplies for the sole purpose of overnight camping in Delaware State Parks campgrounds. For purposes of this permit, camping equipment shall include, but is not limited to: tents, sleeping bags, air mattresses, cots, camping chairs, trash bags (carry-in/carry-out), cookware, coolers, lighting, tables, propane tanks/grill, pet camping supplies/kennel, ice, water, etc. **Outfitter shall provide timely delivery, set-up, maintenance, take-down and removal of all provided camping equipment. Failure of the Outfitter to deliver/remove timely for customer reservations (no early arrivals/set-up allowed prior to park check-in time; no late take-down/removal allowed past park check-out time) will result in Outfitter’s license being revoked and no refund will be issued.**

The Division reserves the right to specify locations where Outfitters may or may not provide Outfitting services. No Outfitter or their equipment is to remain on Park property after a customer’s reservation. Multiple Outfitters may provide services simultaneously and there is no exclusivity. The Division will not provide customer personal information to Outfitter for their marketing or booking purposes; at no time shall the Outfitter solicit Delaware State Parks customers and the Division will not engage in soliciting customers on behalf of the Outfitter. Outfitter is responsible for its own advertising and marketing. Additional Overnight Tent Camping “Supply/Staging/Removal” Minimum Requirements and Conditions:

1. Entrance Fee Program shall apply to all customers.
2. Camping equipment shall not include non-motorized watercraft or personal protective equipment (i.e. kayaks and floatation devices).
3. Outfitter shall notify the park office of any customer reservations they are providing services for within 24 hours of service; Outfitter shall provide reservation number, reservation dates (arrival/departure), customer name, customer phone number, and site number.
4. Outfitter must be eighteen (18) years of age or older.
5. Outfitters may park in designated parking areas only; at not time shall an Outfitter park at another site number or drive in a non-public area; if parking is not directly located near camping site, then the Outfitter must use hand trucks for transporting equipment.
6. The Division does not guarantee park access, at any time; in the event that the park is closed for capacity or any other reason, or if there is delayed entry due to lines, the Outfitter will be required to wait until the park reopens or the delay is resolved; Delaware State Parks shall not be responsible for any delays of the Outfitter, for any reason.
7. Outfitter shall communicate with their customer to ensure they are aware of Outfitter services and timelines; at not time shall Delaware State Parks intermediate for the Outfitter or handle customer service questions or complaints on behalf of the Outfitter.
8. Complaints received from park patrons (whether Outfitter customers or not) related to services of the Outfitter **will result in Outfitter’s license being revoked and no refund will be issued.**
9. In the event of an early check-out of a customer (for any reason), Outfitter shall remove camping equipment no later than check-out time.
10. In the event that a customer’s reservation requires movement to another site (i.e. weather or service need), the Outfitter shall relocate camping equipment to the new site within one (1) hour of notification.

11. Delaware State Parks shall not be responsible for Outfitter's equipment in the event of damage, loss and/or theft.
12. Outfitter shall furnish camping equipment and supplies that are of high quality and mechanically serviceable for the purposes of camping.
13. Outfitter shall adhere to **any and all cleaning guidelines established and recommended by the CDC and Delaware Public Health relate to COVID-19, specifically related to cleaning and sanitizing of equipment/materials after use of another customer; for every reservation, Outfitter shall inspect, treat and prevent nuisance pests (i.e., bed bugs, lice, roaches, mice, etc.)**
14. Failure of a customer to correctly convey check-in and check-out times are the responsibility of the Outfitter. At no time shall the Division be responsible for providing Outfitter services to customers; the Division recommends that the Outfitter request a copy of customer reservation confirmations.
15. **All firewood provided by the Outfitter shall be purchased directly from the park camp store as no outside firewood is allowed.**
16. In no instance should tent sizes be excessive for the reserved camping space; Outfitter shall be responsible for engaging with customer on camp site number being reserved and parameters available.
17. Generators are not allowed unless authorized by the park the reservation is made.
18. The Division recommends that the Outfitter be very knowledgeable in the services provided by Delaware State Parks, including camping sites, rules, regulations, etc. by utilizing our website for reference: <https://www.destateparks.com/>

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**Division of Parks and Recreation  
Outfitter License Affidavit**

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Hereafter, "Outfitter" refers to:

\_\_\_\_\_   
(Print or Type Business Name)

Outfitter has read and understands all of the Procedures, Requirements, Guidelines and Standards as listed in this Application. Upon receipt of a State of Delaware Parks and Recreation Outfitter License, Outfitter will abide by all Procedures, Requirements, Guidelines and Standards as listed in this Application. Furthermore, Outfitter will keep current all licensing and insurance while holding a State of Delaware Parks and Recreation Outfitter License. All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Outfitter at its own expense.

Outfitter expressly agrees that 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 Outfitter's its agents and employees' performance of work or services in connection with the License.

I understand and agree to the entirety of this Application, License, Procedures, Requirements, Guidelines and Standards as it applies to Outfitting and Guide Services in Delaware State Parks.

I understand that Outfitter Program License expiration is annual and expires December 31<sup>st</sup> of each calendar year. I further understand that Outfitters must submit a new application and meet all requirements annually.

**OUTFITTER NAME:** \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Owner Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name