

PERMIT #: _____



**BRANDYWINE CREEK STATE PARK
APPLICATION FOR SIMPLE AND SPECIAL USE PERMITS**

Park Areas:

- * Hawk Watch: Pavilion add-ons (pavilion rental is online)
- * Picnic Area near Park Office
- * Thompsons Bridge

Specific Area Requested: _____

Applicant Name: _____ Organization Representative: _____

Address: _____ City/State/Zip: _____

Preferred Phone Number: _____ E-mail Address: _____

Event Date Requested: _____ Anticipated Attendance: _____

Set up time: _____ Event Start/End Times: _____ to _____ Break down end time: _____

Specific Use: _____

Purpose of the Event: _____

Complete the following checklist so we may evaluate your event and determine if we can accommodate your needs **A site or course map, certificate of insurance, and event schedule must be submitted at least 45 days prior to the event date when requesting a walk, race, or other public event.** If completing the application for a group, include the group representative's name and contact information.

Check all boxes that apply to your event:

- Amplified music or sound (*indicate which*): DJ BAND MUSICIANS PA SYSTEM OTHER: _____
- Stage, dance floor, risers, or bleachers
- Sale of food/merchandise/services or fees collected in the park
- Set-up or break down of event can't be done the same day as the event
- Tents or canopies (*size and quantity*): _____
- Other special conditions or requirements: _____

PLEASE NOTE: You may be required to arrange for the following: event staff, portable toilets, dumpsters, trash receptacles, volunteer parking assistance, specialized event staff, EMT, and/or law enforcement or security. Park staff will be assigned as required, with staffing fees assessed.

APPLICANT SIGNATURE _____

DATE _____

THIS SECTION IS FOR OFFICIAL USE ONLY		
DATE RECEIVED: _____ APPLICATION REVIEWED BY: _____		
APPROVED / DENIED		
PERMIT TYPE: _____	INVOICE SENT: _____	COI? _____ RCVD: _____ MAP? _____ RCVD: _____
PERMIT FEE: _____	PAYMENT RECEIVED: _____	RECEIPT #: _____

BRANDYWINE CREEK STATE PARK

SPECIAL USE PERMIT TERMS AND AGREEMENT

State of Delaware, Department of Natural Resources and Environmental Control, Division of Parks and Recreation

Organized events and activities in Brandywine Creek State Park are allowed by permit only. Due to the historic designation of these parks, limited parking, minimal public facilities, heavy use by the public and proximity to residential areas, *we may not be able to accommodate your event.*

A Special Use Permit is required for all cross-country races, runs, walks, weddings, and similar events held in, through, or adjacent to Brandywine Creek State Park. A Special Use Permit grants permission for a race/run/walk/race/event and the set-up of related stations only. A course or event map, Certificate of Insurance, payment, and other supporting information may be required before consideration and schedule confirmation.

HOLD HARMLESS AGREEMENT

In consideration of the receipt of this permit from the State of Delaware, the Permittee hereby releases the State of Delaware, its Departments, Divisions, Parks, employees, agents and/or representatives (hereafter referred to as the State of Delaware) from all injury and any liability of any kind which may arise from the Permittee's use and occupancy of State property and agrees to indemnify and hold harmless the State of Delaware.

In no event shall the State of Delaware be liable for any damages or injury to the Permittee or any agent or employee of the Permittee or to any person coming upon the premises in connection with the Permittee's use and occupancy of the premises.

The Permittee acknowledges that it shall reimburse the State of Delaware for any and all damage to State of Delaware property, its agents and/or employees as a result of the use and occupancy of the premises (ordinary wear and tear excepted) by the Permittee, its agents or employees or by any person coming upon the premises during the Permittee's use as an invitee or licensee of the Permittee.

CERTIFICATE OF LIABILITY INSURANCE

If a Certificate of Insurance is deemed necessary for your event, the organization shall provide general liability and product liability insurance coverage of **\$3,000,000 aggregate, \$1,000,000 per occurrence** to be retained for the event. Additionally, Automotive Liability Insurance will be needed to cover all automotive units used for outfitting (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than **\$1,000,000 combined single limit each accident, for bodily injury; \$250,000 for property damage to others; \$25,000 per person per accident Uninsured/Underinsured Motorists coverage; \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 Del. C. §2118; and Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.** Lastly, **Worker's Compensation and Employer's Liability Insurance will be needed in accordance with applicable law. The State of Delaware shall not be named as an additional insured.** Proof of Liability Insurance coverage must be provided to the Park **45 Days** prior to the event date.

The following is NOT a complete listing of rules, regulations, and policies; a complete listing is available at <https://www.destateparks.com/>. In case of emergency, call 911. For all other calls between 8 am and 4 pm, contact the Park Office at 302-577-1164. After 4 pm, call 844-DEPARKS.

- All vehicles must pay the Delaware State Park entrance fees which are in effect 7 days a week from March 1 to November 30. For vehicles \$4.00 per in-state vehicle, \$8.00 per out-of-state vehicles, in state buses 16-30 passengers \$17.00, in state buses 30 passengers or more \$34.00, out of state buses 16-30 passengers \$34.00, out of state buses 30 passengers or more \$68.00.
- It is the responsibility of the event organizer or sponsor to inform participants of applicable rules, regulations, and terms of this agreement.

- **Balloons and confetti are not permitted in any State Park areas due to the threat they pose to wildlife.** Any other decorations must be removed, along with any tacks or adhesive, following the event.
- **The display, possession or consumption of alcoholic beverages is prohibited.** This includes the pavilion, picnic areas, athletic fields, playground, walking paths, parking lots and all surrounding areas.
- Any form of tobacco use and/or vape products are prohibited in public assembly areas, pavilions, restrooms, playgrounds, and at athletic fields.
- First Aid services and if necessary, ambulance service shall be the responsibility of and provided by Permittee.
- The park is open from 8:00 am to sunset daily. Activities must begin after 8:00 am and end prior to sunset unless you have prior written approval.
- Vehicles are not permitted to drive or park on the grass without permission from a Park Administrator. Unregistered motor vehicles, dirt bikes, ATVs, and scooters are not permitted in the park.
- Delaware State Parks has a carry-in carry-out policy for trash. All trash generated must be removed and disposed of by the visitor. **“LEAVE NO TRACE, TAKE YOUR WASTE”**
- Pets must be on a leash not to exceed six feet in length and under control at all times. Pet walkers must clean up and remove feces deposited by pets.
- No signs, advertising, tents, trailers, or canopies may be posted or located without written authorization from a Park Administrator.
- A valid written permit must be obtained in advance for all amusement type rides and inflatable devices. Amusement fees apply.
- Amplified music, Public Address (PA) systems, DJs, and bands are prohibited without written authorization. Amplified sound equipment and stage fees apply.
- Guns of any description, including BB, Pellet, Air Soft and Paint Ball guns are prohibited during Special Use Permit activities. Sling shots, archery equipment, flying airplanes, rocketry and the practicing of golf are prohibited.
- The organization will only conduct activities as described on the approved Special Use Permit.
- The activity area shall be determined and agreed upon by the Permittee and a Park Administrator.
- Rules and regulations of the Division of Parks and Recreation unless specifically exempted or otherwise noted shall be observed by the Permittee, employees, agents, or contractors.
- There shall be no interference with, nor any attempt made to prevent full and free access of the park by other park visitors.
- Permittee may collect participation fees from the participants. Permittee may not solicit other park visitors to participate.
- Permit shall not be assigned to other persons or groups.
- It is the responsibility of the Permittee to inform participants of applicable rules, regulations, and terms of this agreement.
- All activities and arrangements for advanced preparations with the Permittee shall be at the direction of a Park Administrator.

- The Park Superintendent or authorized agent may terminate or change, with prior notice, the activity and/or its location, and assign Park Rangers to the Event, if necessary for the safety of the public, for the protection of the resources, or for the violation of any rules or regulations of the Division of Parks and Recreation which you have notified Permittee or conditions of this Permit (subject to a period for Permittee to cure such violation). In addition, any event may be canceled with prior notice in the event of a natural disaster or unforeseen emergency. If the Division of Parks and Recreation cancels an event due to any of the above reasons, no refund or reschedule of the event is guaranteed. If there is an interruption to an event due to unforeseeable conditions, the event may be allowed to proceed past scheduled end time by the amount of time of interruption.
- The condition of the Park shall be as attractive as reasonably expected given ongoing development, maintenance projects, or seasonal weather conditions. There is no guarantee that the Permittee’s event will not be impacted by these conditions.

SERVICES

Unless otherwise specified on the Special Use Permit, the Division of Parks and Recreation agrees to provide the following services if available or appropriate.

- _____ Maintain public restrooms/public portable toilets
- _____ Provide fresh drinking water
- _____ Provide electricity
- _____ Clean/Mow areas prior to occupancy by Permittee

SERVICES PROVIDED BY THE STATE PARK - Paid for by the Organization:

_____ Rangers-\$85.00 Per Enforcement hour (min. four hours)	Hours Required: _____
_____ Maintenance Staff-\$25.00 Per Hour	Hours Required: _____
_____ Seasonal Staff-\$15.00 Per Hour	Hours Required: _____

OTHER SPECIAL CONDITIONS - Services Provided by and Paid for by the Organization:

- _____ First Aid Station(s) & Ambulance Service
- _____ Portable Latrines –Delivery, cleaning & removal
- _____ Refuse & Recycling Receptacles – Delivery & Removal

FEES

Special Use Permit Fee: **\$200.00**
 Service Fees (non-Park Ranger Fees): _____

Permittee shall pay the Division of Parks and Recreation the following sum of _____ **due at the signing of this contract.**

Additional fees (Park Ranger Fees) will be invoiced no later than one week after the event. **PAYMENT MUST BE RECEIVED WITHIN 30 DAYS OF ISSUED INVOICE. Clean up must be done at the end of event and includes all roadways and access paths traveled by participants.**

The Special Use Permit grants no privilege other than that specifically mentioned.

REFUND AND CANCELLATION POLICY

Payment is due in full by the date indicated on invoice to complete the Special Use Permit. Invoices will be issued once event request has been reviewed. Some events will not be considered if the application has been received less than 30 days prior to the event date. **There will be no refunds for cancellations made within 30 days of the event date. Cancellations made 30 or more days prior to the event date will be charged a cancellation fee. Refunds and date changes will not be made for weather related cancellations.**

Additional fees may be charged to the Permittee following the event. Any circumstance requiring additional resources from the park, damage to park facilities and grounds, or rule and permit violations may incur additional costs to the permittee based on a standardized schedule for time and materials.

Allow for a week of processing prior to receiving an invoice. A non-refundable Special Use Permit Fee will be assessed as part of the invoice and must be paid within two weeks of receiving the invoice. This fee will be applied to your final invoice, which will be determined after submission of your final event details as outlined above. Payment in full is due 30 days prior to the event date. For events with less than 30 days’ notice, payment in full is due upon receipt of the invoice.

I have read and accept the Terms & Agreement

DATE	ORGANIZATION/PERMITTEE (PRINT)	ORGANIZATION/PERMITTEE (SIGNATURE)
DATE	PARK ADMINISTRATOR (PRINT)	PARK ADMINISTRATOR (SIGNATURE)

THIS PERMIT IS NOT VALID UNLESS SIGNED AND APPROVED BY A PARK ADMINISTRATOR ONCE PAYMENT HAS BEEN RECEIVED.

Keep a copy of your completed permit on you at all times while in the Park. Enforcement may request to see your copy when in the Park. The full permit consists of this 5-page document, invoice, and copies of all supporting documents (event or course map, COI, additional approvals, etc.).

Email completed form to mat.smith@delaware.gov

BRANDYWINE CREEK STATE PARK
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