

**SPECIAL EVENT PERMIT REQUEST**

**SECTION 1**

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| Name\*: | | Organization: | | |
| Address\*: | City\*: | | State:\* | Zip:\* |
| Phone (home)\*: | (work): | | (mobile): | |
| Email address\*: | | Event type:\* | | |
| Event date\*: | Anticipated attendance\*: | | Event time:\* | |

**\*required field \*\*SB parks are open dawn to dusk**

**PLEASE DESCRIBE YOUR EVENT IN AS MUCH DETAIL AS POSSIBLE IN THE SPACE BELOW**

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| Today’s Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**FEES**

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| **Total special event fee** | **$250 per day** |
| **Non-refundable deposit required at time of request** | **$200** |
| **Non-resident fee (applicant address outside of SB** | **$50** |
| **Additional fee charged for each item** | **$25** |
| **Vendor fee** | **$55 per vendor** |

**GENERAL NOTICES – PLEASE READ AND INITIAL BELOW**

* The rental season is from April 1 to October 31.
* Reservations are made on a first-come, first-served basis. Requests will not be processed or issued until the full rental fee and completed application is received, including the attached Hold Harmless Agreement.
* Payment of the initial $100 deposit, as well as full payment of any other rental fees must be submitted upon request. Please submit appropriate fees with application by cash, or check/money order.
* Checks are made payable to Town of Slaughter Beach. Checks accepted only if received a minimum of fourteen (14) days prior to the event. Applicant will be notified and billed for any extra costs associated with police coverage.
* Police coverage for two officers is required for events with expected attendance over fifty-one

(51) but less than two hundred (200) attendees or at the sole discretion of the Town Clerk. In addition to the police coverage outlined above, four (4) additional officers are required for each additional one hundred attendees or any part thereof. Applicant is responsible for paying all costs associated with police coverage at a rate of One hundred dollars per officer ($150.00) per hour.

* A Special Event application is required for events with attendance over the permitted amount of 50 persons and/or at the discretion of the Town Clerk. Applicant will be notified and billed for any extra costs as applicable.
* Pavilions with indoor restrooms required a Fifty dollar ($75.00) CASH ONLY security deposit that is refundable to you after your event, at the discretion of the Town Clerk. Restrooms are open only from dawn to dusk.
* Applicants who provide an address outside of the Town of Slaughter Beach will be charged a non- refundable Twenty-five dollar ($25.00) non-resident fee that is due at the time of request.
* A non-refundable additional fee of Twenty-five dollars ($25.00) will be charged for extra items such as tents, canopies – each needing approval of the fire company.
* Only the applicant may make changes, cancellations, or additions to this permit. Any changes, cancellations, and additions must be submitted to the Town Clerk in writing.
* No refunds will be given, unless outlined in this contract.

**I HAVE READ AND AGREE TO THIS SECTION. APPLICANTS INITIALS PLEASE READ AND INITIAL BELOW**

**Cancellation policy:** No monetary refund will be given. The initial deposit is non-refundable. 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 Slaughter Beach Active Account.

**Weather policy:** No monetary refund will be given. We offer single permits for single day rentals at the pavilion from 10:00 a.m. to dusk to allow for unpredictable weather conditions. This gives permit holders flexibility in scheduling their outdoor events. If an all-day weather condition occurs or if Slaughter Beach closes the park, a credit will be added to our Slaughter Beach Active Account. **The applicant must request a credit in writing within one business day after the event.** The credit is good for one year from the date of refund. The Town Clerk makes inclement weather decisions on a case-by-case basis. Credits cannot be used to make online reservations. You must contact the Town Clerk to use a credit.

**I HAVE READ AND AGREE TO THIS SECTION. APPLICANTS INITIALS PLEASE READ AND CIRCLE YES OR NO FOR EACH STATEMENT**

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| I plan to have amplified sound at my event | **Yes** | **No** |
| I plan to have a professional caterer, concession stand, or food truck at my event. | **Yes** | **No** |
| I plan to have an extra item such as a tent, canopy, etc; describe: | **Yes** | **No** |
| I plan to bring a grill to my event (previously approved by fire company). | **Yes** | **No** |

**PLEASE READ AND INITIAL BELOW**

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| Any party bringing games/inflatables or distributing food commercially on Slaughter Beach property must have a minimum of One million dollars ($1,000,000) liability insurance. Our office must have a current Certificate of Insurance on file listing Town of Slaughter Beach as the Certificate Holder and Additional Insured. Proof of insurance is due at least fourteen  (14) days prior to your event. |
| If you are having a professional caterer or vendor at your event, current vendor business license and Board of Health Inspection certificate are due in addition to proof of insurance at least fourteen (14) days prior to your event. |
| A non-refundable additional fee of Twenty-five dollars ($25.00) each will be charged for extra items such as tents, canopies, inflatable(s), game(s), etc. This fee and all additional required documents are due at least fourteen (14) days prior to your event. All of these items must have been approved by the fire company prior to the event. |
| The size, type, and quantity of all extra items must be reported to the Town Clerk at least fourteen (14) days in advance of an event. Extra items are not permitted at certain locations. Approval of extra items is at the sole discretion of the Town Clerk. |
| Slaughter Beach fire company must approve all outside grills. No cooking or grilling is permitted on the beach, within the pavilion, or on town parking lots. No commercially sized or extra-large grills are permitted. |
| No horses or motorized vehicles are permitted on the beach. |
| No water activities are permitted on town property, including but not limited to: water balloon games/fights, water gun games/fights, and slip and slides. |
| **I HAVE READ AND AGREE TO THIS SECTION. APPLICANTS INITIALS** |

**PLEASE READ AND INITIAL BELOW**

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| Alcoholic beverages or illegal substances are prohibited on Town property. |
| Parking and/or driving on the beach or on the grass is prohibited. |
| Vending is not permitted without the written permission from the Town Clerk, pre-approval from the fire company. |
| Admission fees or fees for rented games/booths may not be charged on Town property. |
| The pavilion is available beginning at 7:00 a.m. and events will end at dusk. Pavilions are not available prior to 7:00 a.m. or after 8:00 p.m. |
| The applicant must dispose of trash and event decorations properly in provided trash receptacles prior to leaving the facility. The applicant is required to remove any trash or decorations and return pavilion to it’s original condition. |
| Distribution of any educational or religious materials is restricted to event attendees only; all excess material must be property disposed of prior to leaving the facility. |
| Facilities are permitted on an “as is” basis. The Town provides no additional equipment or services. Applicant will be held liable and billed accordingly for restoration charges if damage or losses occur to Town 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 Town of Slaughter Beach, Delaware, Code of Ordinances, Title II, Chapter II.6, Use of Specified Public Places and Facilities |
| 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. I understand that violations may also jeopardize any future rentals. |
| **I HAVE READ AND AGREE TO THIS SECTION. APPLICANTS INITIALS** |

**HOLD HARMLESS AGREEMENT**

In consideration of the receipt of this permit from Town of Slaughter Beach (“Town”), Applicant on its behalf and that of its heirs, successors, insurers, assigns, administrators, executors and agents, hereby forever irrevocably releases, acquits and discharges the Town 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 Applicant’s and its employees’, contractors’, agents’, assigns’, invitees’, and licensees’ (“Related Parties”) use of Town land and all related property.

Further, Applicant agrees to indemnify, hold harmless and forever defend the Town, 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 Town, arising or relating in any manner or nature whatsoever to or out of Applicant’s and/or its Related Parties’ use of any Town land and/or all related property.

Applicant hereby acknowledges that it has inspected the Town land and all related property and accepts it in its “as-is” condition. The Town reserves and Applicant hereby acknowledges Town’s right to change event location if safety issues or difficulties occur. Applicant 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.

Applicant agrees to reimburse the Town for any and all damage to Town land and/or all related property (ordinary wear and tear excepted) and for any and all injury to the Town and its officers, employees, agents, assigns and contractors as a result of the use of Town land and/or all related property by Applicant 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 Applicant’s successors and assigns.

Applicant and the Town agree that this Agreement constitutes the sole and only agreement between the Applicant and Town 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 Applicant and received by Town 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.**

**Signature of Applicant: Date: Printed name of Applicant:**