

SPECIAL EVENT RENTAL APPLICATION
BELLEVUE STATE PARK
800 Carr Rd, Wilmington, DE 19809
(302)761-6952

RESERVATIONS:

- Reservations may be made by calling the Facilities Office at (302)761-6952.
- Dates are not held without a completed application and a 50% deposit of the facility rental fee; this deposit is NON-REFUNDABLE.
- The balance of the rental fee is to be paid in full no later than 30 days before the event.
- Please make checks payable to Bellevue State Park; we also accept VISA, MasterCard and Discover.
- Additional fees may be applied, the rates in this document reflect the base fees for each venue.

CANCELLATIONS & REFUNDS:

- The deposit of **50% IS NON-REFUNDABLE** upon cancellation of an event.
- No refund of balance is available for events paid in full cancelled less than 30 days prior to an event.

PARKING & ENTRANCE FEES:

- Parking is permitted in designated parking lots; the lower parking lot located in the next to the tennis courts or the main parking lot.
- The loading and unloading of guests is only permitted in designated parking areas. Parking fees are *not* included unless otherwise stated.
- Appropriate parking lots and entrances must be used by event attendees, vendors, and organizers.

SMOKING:

- Smoking (including vaping) is **PROHIBITED** within all Park buildings. Smoking is prohibited throughout the Park, and the Park-wide tobacco-free policy prevails.

ALCOHOLIC BEVERAGES:

- Alcohol is permitted at Bellevue State Park in bottles, cans, or kegs only. Recyclable aluminum is preferred.
- Alcohol may be provided by the client but must be served by an approved licensed bartender, who may be provided by your caterer.
- Serving food & beverages (both alcoholic and non-alcoholic) must end 15 minutes prior to the event end
- Alcohol may not be stored onsite.

FOOD SERVICE:

- A licensed caterer is required for all events taking place after 4:00 pm. Self-catering is NOT permitted for events running later than 4:00 pm.
- Along with food & beverage, a selected caterer may provide service staff, linens, dishes, glassware, flatware, or biodegradable paper products.
- Caterers may be required to have a generator (to be located outside of the building).
- Propane tanks must be located outside of the building, propane tanks are not permitted inside of any park facilities.

- Caterers must sign a contract & the Client must sign the Third-Party Service Provider Agreement.
- All caterers will invoice the client separately for catering services.
- Food Trucks are permitted but incur a fee.
- Trash can liners and cans will be provided. Before departing the facility, the Client and/or caterer is responsible for ensuring that all items listed on the Event Breakdown Checklist have been completed.

CLEAN UP:

- The Client and/or caterer are responsible for clean-up following the event.
- **All decorations must be removed by the client/caterer by the end of the event.** The facility and surrounding areas must be returned to their pre-event condition.
- Neither the Park nor its staff is obligated to assist with these responsibilities.
- A final walkthrough with a Park Facility Monitor shall be made to ensure proper clean up.
- The Park will provide trash containers and liners which must be used at all times.
- All trash should be collected in the provided bags and placed inside the dumpster.
- Glass bottles, plastic bottles, and aluminum must be placed in the recycling containers provided.
- The set-up, breakdown, and clean up associated with an event may not disrupt the public use of the Park.
- Clean up must be completed within one hour of event conclusion.

PARK RANGERS:

- During the event, all reasonable requests and orders from Park enforcement/security staff must be complied with at once by the Client, the Clients' agents and guests.
- Failure to comply may result in the closing of the park facilities, or the expulsion of the Client, the Client's agent(s) or guest(s), and/or the forfeiture of remaining use fees by the Client.
- Park Rangers may be required to assist with events over 300 guests, or for smaller events if the Park Superintendent requires it.
- Additional fees will be incurred if enforcement is needed.

PHOTOGRAPHY:

- Your event rental includes the required photography permit for the area rented.
- Photography may be conducted only in the area(s) agreed upon with the Event Coordinator or specifically rented for the event.
- Moving furnishings for the purpose of photography without the prior approval of park leadership is prohibited.

MUSIC:

- The level of amplified music cannot interfere or conflict with the public enjoyment of the park.
- Music must end at 10:00 p.m.

DELIVERIES:

- Deliveries must be scheduled with the Facility Office on the business day before the event between 9:00am and 3:00pm. Loading and unloading of passengers and equipment at facility entrances should be scheduled with the Facility Coordinator. The Client, caterer or park staff must be present to accept deliveries. After deliveries are made, trucks and personal delivery vehicles must be moved to the parking lot or to designated locations.
- All delivered equipment and material associated with an event must be removed immediately after the event. Equipment removal may be permitted during Park Office hours following the event provided that arrangements for alternate pick up have been made.

WEDDINGS:

- For wedding rehearsals, access to the facility is limited to the event location and restrooms only.
- The facility cannot extend the time provided for rehearsing and will close promptly at 5:00 pm.
- Exceptions to the pets policy can be requested for the ceremony *only*.
- Pets may not remain at the event venue for the duration of the event and arrangements must be made for relocation (e.g. take them home, to a dog sitters, etc.).

WALKTHROUGH:

- An Event Planning Meeting with the facilities office, Client, caterer, and other vendors is *required* 4 to 6 weeks prior to the event.
- The Client should be prepared to outline all plans & arrangements, including decorations & lighting.
- Advance vendor drop offs (caterer, rented furniture, tent, etc.) will be scheduled during this meeting.
- An Event Coordinator or Facility Monitor will be present throughout the event.

FIGURE 8 BARN:

- A licensed caterer is required regardless of event time. Self-catering is not permitted.
- Food Trucks are permitted but are not allowed to be stationed inside while cooking, running a generator, or on/idling due to the potential for carbon monoxide poisoning.
- Rentals are available seven days a week from 9:00am to 10:00pm for an event period of 5 hours. All Events must end by 10:00pm, cleaned & out by 11:00pm.
- The Client may have one business day before the event, if available, from 9:00am to 3:00pm, to decorate and stage the facility.

VENDORS:

- The client is responsible for ensuring that all rules and regulations are followed by vendors in accordance with the Third-Party Service Provider Guidelines.

ANIMALS:

- Pets are not permitted inside any of the park buildings or eating areas, including the barns and pavilions.
- Service dogs, or other service animals, are permitted on a six-foot leash in accordance with the Delaware State Park [pet guidelines](#).
- Any damage caused by a pet at an event is the responsibility of the facility Client.

TENTS, TABLES, CHAIRS:

- Tents are permitted at all properties. An additional fee will be assessed and is determined by the size of the tent. Only caterers or approved tent vendors may put up a tent.
- Tables and chairs may be available for rent at your rental location; for details contact the Events Office.
- If you require additional tent(s), tables, and/or chairs they must be rented from a vendor. Additional sound equipment may be supplied by the musician or D.J., including extension cords and surge protectors.

EVENT SET UP & DECORATIONS:

- No balloons, birdseed, glow sticks, artificial flower petals, sparklers, fire pits, fireworks (or other explosives), rice, hay or straw (either loose or in bales), or confetti within the Park or its facilities is permitted.
- Open flames must be fully enclosed in a hurricane globe or similar container.
- All decorations including string, wire, magnets, and tape used to attach decorations to walls, woodwork, or metalwork must be removed by the end of the event.
- Decorations may not be installed using staples, tacks, nails, screws, or other permanent/piercing mounting devices.
- Signage to direct event attendees to the facility must be free-standing, put up day of event, and removed immediately following the event.
- Event organizers and attendees are not permitted to alter the structure of any park facility, equipment, furnishings, or rental items.
- Events may be required to have a generator.
- Unapproved decorations/lighting may be removed by the Facility Monitor.
- No items may be hung from the fire suppression system, electrical tubing, or light fixtures.
- Vendor arrival and set up must be completed a minimum of 30 minutes prior to anticipated event start. Vehicles will not be permitted outside of parking lots after this time.
- Privately rented items, including equipment, linens, and dishware, must be removed, or staged inside with prior approval for next-day pickup.
- Other items, such as decorations, alcohol, etc., may be stored on site for next-day pickup. Food cannot be stored overnight.

ELECTRICAL SERVICE:

- No one may tamper with the electrical system (including light switches, fixtures, or wiring) or reset breakers.
- A generator is required for all large amusement devices (e.g. moon bounces or inflatables).

TEMPERATURE CONTROL:

- **There is no heat or air conditioning in the Figure 8 or Hunter Barns.** These costs should be considered before reserving these venue(s).
- **The Music Garden and Band Shell are outdoor facilities only - there is no indoor facility in case of rain or other weather-related concerns.**
- Rain dates for outdoor venues must be arranged in advance of the event to ensure availability.
- Mt. Pleasant is the only venue that features heat or air conditioning.
- If there is a concern regarding the weather on the day of your event, contact the Facilities Office to discuss available options.

RESTROOMS:

- Full-service restrooms are located inside the Hunter Barn and off the main parking lot.
- Additional portable restrooms maybe needed or required based on anticipated event attendance.
- Portable restrooms including trailers with sinks or handicap units must be rented and paid for *by the client*.
- The client will work directly with portable company for delivery, questions, concerns and troubleshooting of trailer

EVENT COVERAGE:

- It is the responsibility of the Facility Monitor to open the facility and oversee the event and ensure the safety of the building and grounds throughout the event.
- The Client and caterer must remain on the premises throughout the event.
- The catering company supervisor must also be present during set-up and breakdown.

RENTAL APPLICANT INFORMATION

CLIENT'S NAME: _____

COMPANY: _____

CELL PHONE: _____

EVENT DATE: _____

EMAIL: _____

ATTENDANCE: _____

STREET ADDRESS: _____

EVENT START TIME: _____

CITY/STATE/ZIP: _____

EVENT END TIME: _____

FOR WEDDINGS ONLY (ADDITIONAL INFORMATION NEEDED):

FIANCÉ'S NAME _____ CELL PHONE: _____

EMAIL ADDRESS: _____

CEREMONY LOCATION: _____ START TIME: _____ END TIME: _____

RECEPTION LOCATION: _____ START TIME: _____ END TIME: _____

REHEARSAL *1hr - \$150*

NO YES - REHEARSAL DATE: _____ TIME: _____

WE HAVE RENTED THE FACILITY FOR:

FUNDRAISER

PARTY

CEREMONY & RECEPTION

RECEPTION ONLY

CEREMONY ONLY

OTHER, PLEASE SPECIFY: _____

TENT

YES SIZE & LOCATION: _____

NO

SET UP TIME

Additional set up time is dependent upon availability.

REQUEST ADDITIONAL SET UP TIME (MAY INCUR ADDITIONAL FEES)

DATE REQUESTED: _____

TIME REQUESTED: _____

APPROVED: YES NO

RENTAL FACILITY SELECTION

FIGURE 8 BARN: Facility rental fees for all events are based on a five (5) hour event, excluding set-up and breakdown times. Rentals available between 9:00am and 10:00pm. Park entrance fees included. *Additional hours may be approved at the discretion of the Park Superintendent & will incur additional fees (event end not to exceed 10:00pm).*

AREA	FIGURE 8 BARN RATES	MAXIMUM OCCUPANCY	SELECT RENTAL
HALF FIGURE 8 BARN 3 Hours Set Up, 5 Event Hours	\$2,700	Up to 500 People	<input type="checkbox"/>
HALF FIGURE 8 BARN 3 Hours Set Up, 5 Event Hours	\$3,200	Up to 1,500 People	<input type="checkbox"/>
FULL FIGURE 8 BARN 3 Hours Set Up, 5 Event Hours	\$4,000	Up to 3,000 People	<input type="checkbox"/>

HUNTER BARN: Equipped with picnic tables, one (1) large charcoal grill, outdoor water spigot, gaga pit, volleyball net, and two horseshoe pits. Standard picnic table set up includes 10 interior picnic tables and 10 exterior picnic tables. Rentals available between 9:00am and 1 hour prior to sunset. Park Entrance Fees *not* included unless otherwise stated.

RENTAL PERIOD	HUNTER BARN RATES	MAXIMUM OCCUPANCY	SELECT RENTAL
4 HOUR EVENT With 1 Hour Set Up Monday - Thursday Only	\$500	Up to 150 People	<input type="checkbox"/>
8 HOUR EVENT With 1 Hour Set Up Monday - Thursday Only	\$800	Up to 150 People	<input type="checkbox"/>
CELEBRATION PACKAGE 2 Hours Set Up, 4 Event Hours Friday, Saturday, Sunday, & Holidays Parking Fees Included Rental Permitted until 10:00pm	\$1200	Up to 150 People	<input type="checkbox"/>

MT. PLEASANT MEETING HOUSE & PARSONAGE: Alternate parking in case of large attendance, rain or other bad weather is the responsibility of the Client. In the event of rain in the days leading up to, or on the day of, parking of more than one (1) vehicle onsite will not be available. Rentals available between 9:00am and 1 hour prior to sunset.

RENTAL PERIOD	MEETING HOUSE RATES	MAXIMUM OCCUPANCY	SELECT RENTAL
3 HOUR EVENT With 2 Hours Set Up Day-Of	\$500	Up to 75 People	<input type="checkbox"/>
BUSINESS MEETING HOURLY 8:00am to 4:00pm Monday - Friday Only	\$150	Up to 10 People	<input type="checkbox"/>

MUSIC GARDEN: The Music Garden provides a beautiful outdoor area for a group function. It is equipped with electricity, 2 picnic tables, 38 chairs, & 9 patio tables. Rain date included with rental must be arranged in advance to ensure availability. Rentals available between 9:00am and 1 hour prior to sunset. Park Entrance Fees *not* included.

RENTAL PERIOD	MUSIC GARDEN RATES	MAXIMUM OCCUPANCY	SELECT RENTAL
4 HOUR EVENT With 2 Hours Set Up	\$500	Up to 80 People	<input type="checkbox"/>
8 HOUR EVENT With 3 Hours Set Up	\$800	Up to 80 People	<input type="checkbox"/>

POND RENTALS: Pond rentals include the use of Pavilions 1 and 3 as well as the Pond Picnic Area. The space can be used for wedding ceremonies and picnics. Pavilions hold 125 people each and the Pond Picnic Area holds 75 people. Rentals available between 9:00am and 1 hour prior to sunset. Park Entrance Fees *not* included (unless combined with Figure 8 Barn or Celebration Package rentals).

RENTAL PERIOD	POND RATES	MAXIMUM OCCUPANCY	SELECT RENTAL
4 HOUR EVENT With 2 Hours Set Up	\$375	Up to 325 People	<input type="checkbox"/>

SPECIAL EVENTS LETTER OF AGREEMENT, PHOTO RELEASE, DAMAGE ASSESSMENT & LIABILITY

This agreement is between Bellevue State Park and the Client of the facility. The Client may designate a "representative" to handle the details of the event but said Client shall assume all responsibility for any liabilities incurred by said representative in the name of said Client. No event will be allowed to continue beyond the time specified in the "Rental Application" and agreed to by the Park Superintendent. By signing this Letter of Agreement, the Client hereby: 1) attests to have read and understood the Rental Guide above, and 2) agrees to abide by the terms set-forth by such guidelines, including the payment of any additional fees or charges that may be assessed or incurred under such guidelines.

To guarantee the reservation, a **Rental Application Form must be signed by both the Park Superintendent and Client, along with a NON-REFUNDABLE 50% deposit.** Balance is due 30 days from event date or upon receipt of an invoice from Bellevue State Park. Checks are to be made payable to Bellevue State Park (720 Carr Road, Wilmington, DE 19809).

The Park will not be responsible for the storage, loss or theft of equipment, material or other property belonging to the Client, the Client's guests, the caterer or its employees or any other agent of the Client. The Client is liable to the Park for any damage or loss of Park or Division property occurring at or in connection with the event. The Client agrees to indemnify and hold harmless the Park, Division and employees thereof from and against any and all claims, losses, actions, damages, liabilities and expenses (including court costs and reasonable attorney fees) which may arise from his/her use of Park buildings, facilities, grounds, adjacent walkways and/or parking areas, caused wholly or in part by any act or omission of said Client, his/her agents, licensees, concessionaires, employees or guests. In the event that the Park, Division and/or employees thereof are made party to any litigation commenced by or against the Client, his/her agents, licensees, concessionaires, employees or guests, the Client agrees to indemnify and hold harmless the Park, Division and/or employees thereof and will pay all damages, costs, expenses and reasonable attorney fees incurred or paid by the Park, Division and/or employees thereof in connection with such litigation.

I, the undersigned, agree to the following conditions: *please initial on each line*

_____ I understand the details of my chosen venue and all special considerations associated

CANCELTION POLICY

- _____ I understand that my deposit of 50% is non-refundable under any circumstance. The email confirmation sent serves as an executed contract until agreement is emailed back.
- _____ I understand that no refund of balance is available to me if I cancel my reservation for the facility less than 30 days prior to my event.
- _____ Bellevue State Park will make every effort to accommodate the Client but reserves the right to reject any musical group or any other service with which the Client has a contract. Such rejection will not void the Letter of Agreement or necessitate the return of the deposit.
- _____ I understand that 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 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 Delaware State Parks 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.

DAMAGE ASSESSMENT & LIABILITY

- _____ I understand, as Clients of this facility, I am subject to all the laws, rules and regulations of the State of Delaware and the Department of Natural Resources and Environmental Control, Division of Parks and Recreation, and that I am responsible for the buildings, grounds, and equipment assigned to our group during the rental period.
- _____ I expressly agree to hold the State of Delaware, and any of its employees harmless from any and all claims arising out of any violation by the below mentioned individual/organization of any law, rule regulations 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 operation of this event by the below mentioned organization, or from the negligence or carelessness of employees of the below mentioned organization while in preparation, during or disassemble of the event.

- _____ I agree in the event there is damage to the equipment or facility, that full restitution for repair and/or replacement will be made to Bellevue State Park.
- _____ I agree that if the facility is left in unsatisfactory condition, the cleanup service rate of \$100.00 per hour will be charged to the client. If the facility is damaged, necessary repairs will be billed to the client to cover the rate of prevailing hourly wages, material costs, and a 10% surcharge.
- _____ I have read, understand, and agree to abide by the Rules and Regulations set forth in this document.

PHOTO RELEASE (optional)

The Division of Parks and Recreation staff may take photographs of your event for promotional purposes.

- _____ Initial here to grant permission for photographs taken of your event by Parks Staff to be published in public domains.

DIVISION OF PARKS AND RECREATION

SPECIAL EVENT AND VENUE RENTAL – APPLICANT THIRD PARTY SERVICE PROVIDER GUIDELINES

- I. **Applicant's Third Party Service Providers (includes, but is not limited to: caterers, tent vendors, DJ's, security, etc.)**
 - A. The Applicant shall be solely responsible for performance and management of all Third Party Service Providers. Applicant is responsible for any service providers (i.e. caterers, amusements, tent vendors, security, music, alcohol, etc.) meeting all federal, state, county, local and municipal requirements (including licensing and insurance). Applicant is responsible for adhering to all venue/pavilion rules and guidelines and shall be responsible for any and all damages, cleaning, and/or loss of revenue by Delaware State Parks resulting from their venue use. After use, venue/pavilion/special use site shall be returned to the same condition as prior to the Special Use. The Division reserves the right to deny any Third Party Service Providers and the Applicant shall be responsible for alternative arrangements for service.
 - B. A list of all Third Party Service Providers for your event i.e. caterers, amusements, tent vendors, security, music, alcohol, etc.) must be provided to the Park Superintendent or their designee no later than thirty (30) days prior to the event. The Division will notify the Applicant within five (5) business days if the service provider shall be denied. Note: Denials are typically based on service provider past performance issues within Delaware State Parks.
- II. **General Guidelines and Procedures**
 - A. Applicant, as applicable, shall abide by Guidelines and Procedures established by each individual facility. Guidelines and Procedures are provided in your Application packet and/or permit for event/venue use.
 - B. Reservations and arrangements for service and/or entry for use of any park or facility shall be made through the Facility Manager or designated park staff.
 - C. Designated special facilities have limited or no kitchen accommodations. Facilities with limited kitchen services shall be used for last minute food preparation and clean up only when applicable. Use of portable cooking equipment will be permitted in designated areas.
 - D. Applicant agrees to clean the kitchen and serving areas of these facilities as designated on event checklist. Any other facilities, including pavilions and restrooms utilized for the event/rental shall have trash and debris removed. All clean-up must take place immediately after the event.
 - E. Applicant shall follow Catering Procedures and Green Guidelines for Delaware State Parks as provided in your Application packet.
 - F. Applicant shall verify that Third Party Service Providers have a current DELAWARE Business License.
 - G. Applicant shall verify that Third Party Service Providers have a current Public Health License (if using a food/catering business).
 - H. Applicant shall ensure that Third Party Service Providers serving or selling alcohol shall abide by Delaware Alcoholic Beverage Control Commission guidelines and regulations as provided for in Title 4 of the Delaware Code (available at: <http://delcode.delaware.gov/title4/c007/>). Vendors shall adhere to all rules and regulations for the Division of Parks and Recreation (available at:

<http://regulations.delaware.gov/AdminCode/title7/9000/9200%20Operation%20and%20Maintenance%20Section/9201.htm>).

- I. Applicant shall ensure that Third Party Service Providers and their employees' uniforms shall display the business name and are to be clean and worn in a presentable manner. 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.
- J. All other arrangements for use of said facilities must be approved and coordinated with the Facility Manager.
- K. Third Party Service Providers may not advertise on Delaware State Park property unless specifically approved by the Division in writing.
- L. Delaware State Parks reserves the right to cancel or postpone any event due to weather related event(s), government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control, electric or other utility problems, or behavior not permitted by the Division at any time before or during the event without prior notice. If the Division 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.
- M. Applicant and their Third Party Service Providers shall comply with all applicable federal, state, county and local laws, ordinances, codes and regulations. Applicant and their Third Party Service Providers shall solely bear the costs of permits and other relevant costs required in the performance of the Rental. Applicant will have an obligation to promote and support park guidelines and procedures.
- N. Applicant 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 Applicant and/or their third parties 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 Delaware State Parks property.
- O. Requests to change the Application and Guidelines terms must be approved by the Division in writing.
- P. The event may be cancelled by the Division, without written notice, if the Applicant fails to uphold their financial obligation to the Division, or fails to comply with the Division's Procedures or for any other just cause deemed by the Division to be detrimental to the safety and security of the Applicant's guests, the public, the park or Division employees.

III. Background Check Requirements for all Third Party Service Providers:

- A. Third Party Service Providers 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/>
- B. Individuals that are listed in the registry shall be prevented from providing services at Delaware State Parks event venues.
- C. The Division reserves the right to request background check verification.
- D. The Applicant shall be responsible for the background check requirements of any Third Party Service Providers.

IV. Insurance

- A. The State of Delaware has required minimum standards for all vendors conducting business with State agencies. Third Party Service Providers shall provide the minimum insurance coverage as listed below. Applicant is responsible for verifying their Third Party Service Providers meet all insurance requirements.
- B. **MANDATORY INSURANCE REQUIREMENTS**
 - i. Third Party Service Providers must obtain at its own cost and expense and keep in force and effect during the event, the minimum coverage limits specified below with a carrier satisfactory to the State.
 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;
 3. **Liquor Liability** - \$1,000,000 per occurrence/\$3,000,000 aggregate (*if Third Party Service Providers sells or serves alcohol at events*);
 4. **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;
 5. **The Third Party Service Providers 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 services provided at the event. The Applicant and their Third Party Service Providers are independent contractors and are not employees of the State of Delaware.

Applicant has read and understands all of the Guidelines and Standards as listed in this document. Applicant shall ensure that all Third Party Service Providers adhere to these conditions and shall also adhere to individual venue guidelines provided in their Application.

Applicant 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).

Applicant agrees that 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. Applicant 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 the venue rental 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.

In the event of customer service complaints or any conflicts during the event, to include not adhering to the Procedures, Requirements, Guidelines and Standards provided in the Application, the Division will determine conflict resolution up to and including fees, and/or legal action.

I understand and agree to the Applicant Third Party Service Provider Guidelines for Delaware State Parks.

Park Agent's Signature: _____ Date: _____

Applicant's Signature: _____ Date: _____