

Charles E. Price Memorial
Park at Levels Road
955 Levels Road, Middletown
Pavilion Rental Permit



The Mayor & Council of Middletown
19 West Green Street
Middletown, DE 19709
(302) 378-2711
FAX: (302) 378-9172
www.middletownde.org

PLEASE TAKE THIS PERMIT TO THE PARK ON THE DAY OF YOUR EVENT

Print Legibly – Complete All Information

Applicant: _____ Organization: _____

Phone: _____ Cell: _____ Fax: _____

*Address: _____ City: _____ State: _____ Zip: _____

Purpose (Explain Event in Detail): _____

\$50 Security Deposit required. Full Rental Payment must be submitted with application.
____ (Initial) NO MONETARY REFUND WILL BE ISSUED UNLESS CANCELLATION IS RECEIVED
TWO (2) WEEKS PRIOR TO THE EVENT.
____ (Initial) No parking/driving on grassed areas.

	<u>Date Requested:</u>	<u>Time of Use</u>	
		From to 6 p.m.	
Pavilion #1 \$75 (20' x 44' – 4 picnic tables/2 grills)	_____	_____ to 6 p.m.	Attendance: _____ Max. suggested limit: 50
Pavilion #2 \$75 (20' x 44' – 4 picnic tables/2 grills)	_____	_____ to 6 p.m.	Attendance: _____ Max. suggested limit: 50
Pavilion #3 \$100 (44' x 68' – 8 picnic tables/4 grills)	_____	_____ to 6 p.m.	Attendance: _____ Max. suggested limit: 100
Pavilion #8 \$100 (30' x 68' – 8 picnic tables/4 grills)	_____	_____ to 6 p.m.	Attendance: _____ Max. suggested limit: 100

***Add \$25 for non-Town of Middletown resident.**

NOTE: Please bring additional trash bags for trash removal/cleanup. Trash bags shall be tied and placed near trash cans. Area must be cleaned up by 6:00 p.m.

(Town Office to Complete.)

By: _____
Signature (Responsible Party)

 Town of Middletown – Approved

Date: _____ **Regulations Rec'd.**
Initial

Date: _____

\$50 Security Deposit Paid: _____

Rental Fee Paid: \$ _____

Check No. _____ () Cash () Credit
 (Checks Payable to Town of Middletown)

Check No. _____ () Cash () Credit

Driver's License No: _____

Hold Harmless Agreement Attached: _____

Deposit Returned (Date): _____

FISHING REGULATIONS: STATE FISHING LICENSE REQUIRED – Age 16 and older. CATCH AND RELEASE ONLY.
ABSOLUTELY NO LIVE BAIT. NO BARBED HOOKS.

Cc: Parks Department Supervisor
 Middletown Police



**A permit is issued for all reservations and must be shown upon request.
Please have your Permit with you and be prepared to show it if requested.**

- All vehicles must park in designated parking areas. The Park is patrolled by the MPD – illegal parking will be ticketed.
- Prohibited: Parking and/or driving on the grass and/or walking paths.
- All pets must be on a leash when not in designated area. All droppings must be removed.
- Prohibited: Alcoholic beverages or illegal substances.
- Prohibited: Tents; stakes driven into the ground; pull-behind cookers; food trucks; animal acts; fireworks; rocket launchers; dunk tanks; etc.
- Prohibited in pond: Boats, live bait and barbed hooks. The pond is “catch and release” only. A State of Delaware fishing license is required for anyone over the age of 16. Fishing licenses are not required for anyone over the age of 65.
- Music is permitted but must not contain abusive or offensive language; volume must be maintained at a level that is audible only within the vicinity of the pavilion.
- Small bounce houses are permitted in designated area and anchored only with sand bags – no stakes. Vendor must submit letter confirming the use of sand bags. Vendor must submit copy of insurance policy (\$1 million) naming The Mayor and Council of Middletown as Certificate Holder and Additional Insured before a permit will be issued.
- The loading and unloading area is strictly for that purpose only – no permanent parking is allowed in this area.
- Permittee agrees to clear area of all trash before leaving and place all trash in containers provided. Please bring additional trash bags for garbage.
- The “Hold Harmless Agreement” must be signed and attached to the Permit.
- Failure to abide by any of the rules may result in the offending person, persons, or group being barred from future use of a Middletown Park.
- **The park closes at dusk. Pavilion rentals must be cleaned up by 6 p.m.**

Signature acknowledges Permittee has read and agrees to abide by all stipulations contained herein.

Permittee

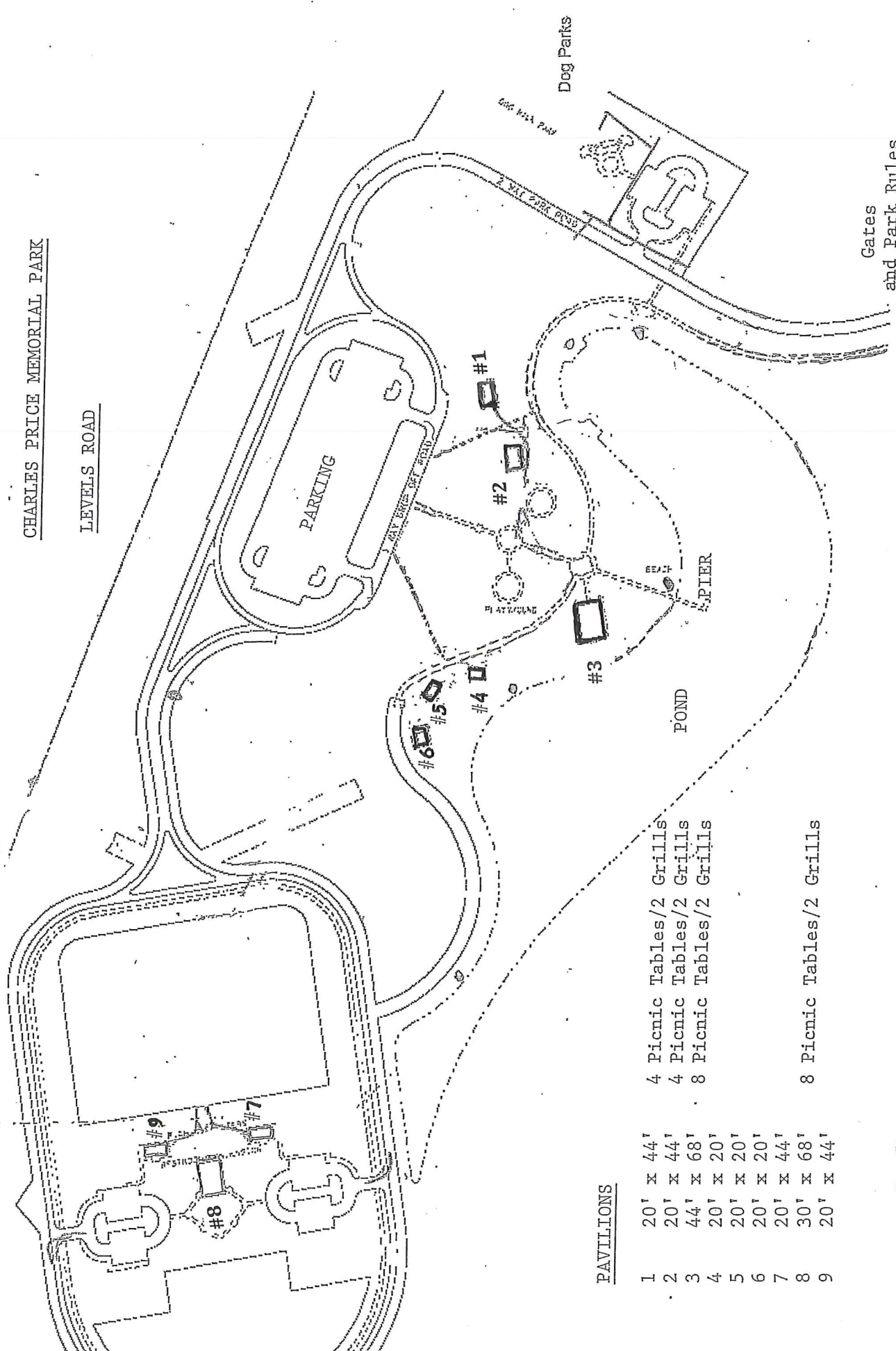
Date

THE MAYOR AND COUNCIL OF MIDDLETOWN

By: _____

CHARLES PRICE MEMORIAL PARK

LEVELS ROAD



PAVILIONS

1	20' x 44'	4 Picnic Tables/2 Grills
2	20' x 44'	4 Picnic Tables/2 Grills
3	44' x 68'	8 Picnic Tables/2 Grills
4	20' x 20'	8 Picnic Tables/2 Grills
5	20' x 20'	8 Picnic Tables/2 Grills
6	20' x 20'	
7	20' x 44'	
8	30' x 68'	
9	20' x 44'	

Pavilions #1, #2, #3 and #8 are available by reservation only. These pavilions have electric.

The remaining pavilions are available on a first-come, first-served basis and have 1 table.



TOWN OF MIDDLETOWN

HOLD HARMLESS AGREEMENT

In consideration of the receipt of this permit from the Town of Middletown, the Permittee hereby releases the Town of Middletown and agrees to indemnify and **HOLD HARMLESS** the Town of Middletown, its agents or servants from any and all claims of causes of action for damages, based on negligence, recklessness or gross negligence, including, but not limited to claims for compensation, or punitive damages, attorney's fees, interest and/or costs resulting from any injury to the Permittee, any agent, servant or employee of Permittee, or to any person coming upon the premises in connection with the Permittee's use and occupancy of the premises.

In no event shall the Town of Middletown be liable for any damage or injury to any said person or entity coming upon the premises in connection with the Permittee's use and occupancy of the premises.

Permittee acknowledges that it shall reimburse the Town of Middletown for any and all damages to Town of Middletown property, or that of its agents, its employees, and/or servants, as a result of the use and occupancy of the premises (ordinary wear and tear expected) by Permittee, its agents, or servants, or by any person coming upon the premises during the Permittee's use as in invitee or licensee of the Permittee.

Permittee agrees that the rights and obligations under the permit and this agreement shall inure to and be binding on its successors and assigns.

This **HOLD HARMLESS** agreement **MUST** be signed by permittee in his or her individual or representative capacity as an authorized representative of the organization named below, which representative represents by so signing that he or she has the authority to bind such organization, and received and accepted by the Town of Middletown before any permit will be issued.

Permittee Organization: _____

Type of Organization [corporation, partnership, etc.]: _____

Signature of Permittee: _____

Print Name: _____

Town of Middletown

Date