



**NEW CASTLE COUNTY
DEPARTMENT OF PUBLIC WORKS: PARKS PERMITS SECTION**

Located in the Gilliam Building
Mail in: 77 Reads Way, New Castle, DE 19720
Walk in: 67 Reads Way New Castle, DE 19720

PHONE: (302) 395 5606
FAX: (302) 395 5650
EMAIL: parkspermits@newcastlede.gov
WEBSITE: <https://www.newcastlede.gov/420/permits>

Make reservations **Online • In Person • via Email/Fax**

SHOWMOBILE APPLICATION / PERMIT

Applicant's Name					
Contact Person					
Organization					
Address					
City, State, Zip Code					
Fax		Phone			
Contact Phone for the day of the event, preferably pager or cellular					
Event Date		Event Starting Time		Event Ending Time	
Type of Event <i>(brief description)</i>					
Check one or both of the following		<input type="checkbox"/> PA System		<input type="checkbox"/> Sound System	
<i>(NCC is not responsible should damage occur to cds or tapes)</i>					

Describe desired location of Showmobile *(be specific)*:

PLEASE NOTE: *New Castle County reserves the right to change the location if leveling or stabilizing difficulties occur. If the site is not accessible and an alternate site cannot be agreed upon, the application may be denied. Site will be inspected prior to event.*

FEES		
Site investigation, set-up, four (4) hours of operation, and breakdown		\$ *800.00
Number of event hours over four (4) at \$200.00 per hour		\$
Number of hours beyond event ending time at \$200.00 per hour		\$
<u>Make check payable to New Castle County</u>		
	TOTAL FEE	\$

**\$800.00 is the minimum fee charged for any event, regardless of length.*

Please submit this signed Application, signed Hold Harmless Agreement (on reverse), and total fee to the above address at least two weeks prior to the date of the event. Permittee will be billed post-event for overages.

Applicant's Signature: _____ **Today's Date:** _____

OFFICIAL USE ONLY			
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Signed: _____	Date: _____

Applicant
 Chief of Construction Support
 Set-Up Crew
 File

HOLD HARMLESS AGREEMENT

In consideration of the receipt of this permit from New Castle County ("County"), Permittee on its behalf and that of its heirs, successors, insurers, assigns, administrators, executors and agents, hereby forever irrevocably releases, acquits and discharges the County 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 Permittee's and its employees', contractors', agents', assigns', invitees', and licensees' ("Related Parties") use of County land and County Showmobile and all related equipment.

Further, Permittee agrees to indemnify, hold harmless and forever defend the County, 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 County, arising or relating in any manner or nature whatsoever to or out of Permittee's and/or its Related Parties' use of any County land and/or County Showmobile and all related equipment.

Permittee hereby acknowledges that it has inspected the land and County Showmobile and all related equipment and accepts it in its "as-is" condition. The County reserves and Permittee hereby acknowledges County's right to change event location if leveling, stabilizing or other safety issues or difficulties occur. Permittee 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.

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

Permittee and the County agree that this Agreement constitutes the sole and only agreement between the Permittee and County 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 Permittee and received and signed by New Castle County before any permit will be issued.

Permittee's Signature: _____

Date: _____

Acknowledged By New Castle County: _____

Date: _____

CANCELLATIONS, CHANGES, AND REFUNDS

In case of change or cancellation of a scheduled weekday event, the Permittee must notify the County of the change or cancellation no later than noon (12:00 p.m.) of the day immediately prior to the scheduled event. In case of change or cancellation of a scheduled weekend event, the Permittee must notify the County of the change or cancellation no later than noon (12:00 p.m.) of the Friday immediately prior to the scheduled event. Notification of any change or cancellation of a scheduled event must be made to:

NEW CASTLE COUNTY DEPARTMENT OF SPECIAL SERVICES, PARKS PERMITS SECTION

Mail in: Gilliam Building, 77 Reads Way, New Castle, DE 19720

Walk in: Gilliam Building, 67 Reads Way, New Castle, DE 19720

Email: parkspermits@nccde.org

Phone: (302) 395-5606

Office hours are Monday through Friday from 10:00 a.m. to 6:00 p.m. If timely notification is received, the total fee will be refunded. If a cancellation or change is not timely, the County will retain the set-up fee. Only the Permittee, by giving the Permit number, may make changes, cancellations, or additions to the permit.