



**NEW CASTLE COUNTY
DEPARTMENT OF PUBLIC WORKS: PARKS DIVISION - 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
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EMAIL: parkspermits@newcastlede.gov
WEBSITE: <https://www.newcastlede.gov/420/permits>

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

MEMORIAL TREE REQUEST

Applicant Name*: _____

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

Phone (home)*: _____ (work/cell): _____ (fax): _____

Email address*: _____

What park/location are you requesting?*

Will you be affixing a plaque?* (CHOOSE ONE)	YES	NO
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Message on plaque: _____

***required field**

PLEASE READ AND INITIAL IN THE BOX TO THE LEFT

	My initials indicate that I agree to the following regulations. I understand that violations of any policy listed on this contract could result in the cancellation of my permit, including the loss of monies paid. I understand that violations may also jeopardize any future requests.
	Memorial trees will be native to Delaware and not compete with or cause damage to other species within the County park system.
	All trees and messages on plaques must be approved by the Parks Permits office. Approval is at the sole discretion of the Parks Permits office.
	Permittee is responsible for planting and caring for their memorial tree. Permittee is responsible for keeping their dedicated area presentable and manicured (i.e. weeded, watered, trash removed, etc.)
	Permittee must carry the permit during planting/installation.
	Facilities are permitted on an "as is" basis. New Castle County provides no additional equipment or services. Permittee will be held liable and billed accordingly for restoration charges if damage or losses occur to County property as a result of permitted use, especially if undisclosed activities are responsible.
	The County is not responsible for any damage due to weather, vandalism or disease. The County reserves the right to remove any planting at their discretion should it become infected with disease and/or threaten the health of surrounding plantings.
	Alcoholic beverages or illegal substances are prohibited on County Parkland. Parking and/or driving on the grass and/or walking path(s) is prohibited. Vehicles are allowed only on roadways. Permit holder/park users must adhere to all rules and regulations contained within New Castle County, Delaware, Code of Ordinances Chapter 24 - PARKS AND RECREATION (Visit http://www.newcastlede.gov/417/Parks for complete copy)

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 all related property.

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 all related property.

Permittee hereby acknowledges that it has inspected the County land and all related property and accepts it in its "as-is" condition. The County reserves and Permittee hereby acknowledges County's right to change event location if 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 all related property (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 all related property 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 by New Castle County 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.

Print name of Permittee

Signature of Permittee

Date

¹To avoid the need for a scanner, you may electronically sign this document by typing your name as follows: "/s/ John Q. Public"