

**TOWN OF OCEAN CITY**  
**DEPARTMENT OF RECREATION AND PARKS**

**Facility Use Application**

*Revised Procedure 01-09*

Community Room



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Current: July 1, 2022

**TOWN OF OCEAN CITY  
DEPARTMENT OF RECREATION AND PARKS**

**FACILITY USE APPLICATION RULES**

- 1.01 OVERVIEW:** Pursuant to Town Policy PPM 600-6, the Recreation and Parks Department permits the public to reserve some of its public facilities for private functions, meetings, sports activities and similar activities, when not scheduled for the Mayor and Council, Department or other priority uses. An individual, organization or business may make a request to the Department to use Recreation and Parks facilities.

In order to reserve any of these facilities, the Department has instituted certain restrictions and regulations for use of Town facilities, they are explained on the following pages. Please read these rules very carefully and use them to assist you in completing your Facility Use Application. Please direct your questions to the Facilities Supervisor of the Ocean City Recreation and Parks Department at (410) 250-0125.

- 1.02 EXCLUSIONS:** An applicant may be excluded from eligibility for use for the following reasons:

1. The applicant prohibits participation in its programs or services on the basis of race color, national origin, sex sexual orientation or religion.
2. The applicant has an unpaid balance due to the Town of Ocean City or the Ocean City Recreation and Parks Department.
3. The applicant has previously violated or abused the provisions of the reservation system.
4. The applicant has previously exhibited behavior that could bring the Town into public disrepute.
5. The applicant is deemed ineligible by the Mayor and Council or other Town Department authorities for appropriately identified reasons.

- 1.03 APPLICANT STATUS,** an applicant may either be:

1. An individual requesting a reservation for a private use.
2. An official representative of a business requesting a reservation for a business, company or corporation.
3. An official representative or officer of a not-for-profit group, association or social organization.

4. An official representative of a sports, recreation or leisure organization, league or sanctioning body.

An individual, group, organization, business or association requesting a reservation may not circumvent the applicable non-resident fees by using a resident's name or a resident's address in lieu of the official applicant's name.

- 1.04 ADMINISTRATION:** Pursuant to the policy of the Town of Ocean City, the reservation process is administered by the Department of Recreation and Parks. The Facilities Supervisor is responsible for implementing the reservation system and is authorized to verify use eligibility based upon the criteria established in this procedure.

All requests for use will be considered "pending" until a use reservation is granted or denied. No guarantee of availability or use is made or implied by the acceptance of the application.

- 1.05 APPLICATION PROCEDURE:** Review the Facility Use Application Rules carefully. Understanding of and compliance with each rule will assist in the smooth processing of each application. Fully complete the attached Facility Use Application form and return it to: Ocean City Recreation and Parks Department, ATTN: Facility Use Applications, 200 - 125<sup>th</sup> Street, Ocean City, MD 21842. Applications received in person will be processed before those received by mail or fax. Incomplete or defective applications will be returned to the applicant. The application should be submitted at least five (5) business days prior to the requested date(s). A new application must be submitted annually for reoccurring reservation requests.

All requests for uses will conform to the reservation application process of the Department of Recreation and Parks. A potential user shall make a written application for use on the request form provided by the Department of Recreation and Parks.

An applicant must provide a down payment when the application is made for tournaments or reoccurring reservations. One (1) day, non-tournament or event use requires full payment at the time of application submission unless total reservation exceeds \$300 in which case a deposit would be required. If a use reservation is granted, the applicant will be required to comply with the payment schedule.

If a use is denied, any payment made will be refunded to the applicant. If a use is granted and the applicant cancels the reservation prior to the use, the received payment or deposit is forfeited.

Applications are reviewed and approved by the Facilities Supervisor or designee and coordinated by the various staff of the Ocean City Recreation and Parks Department including the Administration, Recreation Programs, and Parks Divisions. Applicant(s) or their representative(s) may be required to meet with the Facilities Supervisor at the requested facility once the application is approved. Additional planning or coordination meetings may be required with appropriate Recreation and Parks employees.

**1.06 ALLOWABLE USES AND RESTRICTIONS:** The Ocean City Recreation and Parks facilities are available with some restrictions. The restrictions are established to protect the health, safety and welfare of the public, to prevent damages to Town property and to maintain order and access to the facilities.

Some uses are expressly prohibited. Please read the following carefully:

1. **ALCOHOL:** Open containers of alcoholic beverages on public property are illegal and event organizers are responsible for assuring their participants comply. Alcoholic beverages are prohibited on Town property unless granted special exception by Mayor and City Council through the Facility Use Application process.
2. **GAMBLING:** Gambling or games of chance for monetary advantage are prohibited on Town property, unless approved by Facilities Supervisor and have permits from Worcester County issued.
3. **SMOKING AND VAPING:** Smoking and vaping is prohibited in all parks except for Northside Park where smoking is permitted only in the established designated smoking areas. Event organizers are responsible for assuring their participants comply.
4. **VEHICLES:** Motor vehicle access in Town parks is prohibited except by permit. Vehicle access through any park to load and unload supplies, setup and similar activities requires an access permit issued by the Facilities Supervisor. This request must be clearly specified on the Facility Use Application under "Special Requests." It must be approved in advance by the Facilities Supervisor, and once approved a vehicle access permit will be issued which must be displayed in front window of vehicle.
5. **NOISE:** Profanity and loud music using profanity are prohibited. Approved uses of music are to operate in accordance with the Town Code 30-367 of 65 decibels.
6. **LIMITATION OF SPACE:** The allowable uses of the facility must be compatible with the physical limits of the space reserved, and attendance may not exceed the Fire Marshal's posted occupancy limit for buildings or the visitor capacity for an outdoor facility.
7. **TENTS AND STRUCTURES:** The use of any tents, air inflated structures or fireworks, requires a separate application to the Ocean City Fire Marshal's office. To request application call, 410-289-8780. Acknowledgement of appropriate Fire Marshal approval must be forwarded to the Facility Supervisor before the reservation date.
8. **ADMISSION FEES:** The charge of a reasonable admission fee and/or participation fee associated with any permitted use may be allowed only with the explicit approval of the Facilities Supervisor through the reservation application process and said admission fee can be no greater than \$15.00 per person.

9. **PRIVATE CONCESSIONS:** No food or beverage concessions or merchandise sales will be permitted on any Town of Ocean City park property without prior approval. The Recreation and Parks Department reserves the right to operate concessions at any of its facilities. Any request for concession operations must be evaluated and approved prior to the reservation. Requested beverage sales must maintain compliance with the beverage sponsorship restrictions noted in 1.10 of these rules. Additional daily fees for merchandise concessions and food concessions will be assessed for any granted concession privilege per the attached fee schedule.
  
10. **BEVERAGE FRANCHISE:** The Town of Ocean City maintains an exclusive beverage franchise agreement with the Coca-Cola Bottling Company Consolidated. The applicant must comply with all provisions of this agreement as it pertains to the distribution or sales of beverages by the applicant on Town property. The applicant agrees to sell, dispense or serve only Coca-Cola beverages on Town premises for the duration of the permitted use. The applicant is expressly prohibited from using the beverages of other suppliers, said beverages to include soft drinks, juices, sport drinks, specified energy drinks and bottled waters. The permitted beverages include Coca-Cola, Diet Coke, Sprite, Pibb Xtra, Mello Yello, Fresca, Nestea, Arizona Tea, Honest Tea, Barqs Root Beer, Fanta, Minute Maid, Seagrams Ginger Ale, Power Ade, V-8 Juice, Fuze Juice, Monster, Tum E Yummies, Dasani and other products that Coca-Cola may provide in accordance with its agreement with the Town of Ocean City.
  
11. **HOURS:** Park hours are from dawn to dusk for picnic shelters, piers, patio and other park areas unless otherwise approved by Facilities Supervisor. Hours for lighted fields and areas, indoor facilities such as gymnasiums and meeting rooms are between 8:00 a.m. to 11:00 p.m. Outside groups may request use beginning as early as 7:00 a.m.
  
12. **CITY ORDINANCES:** All used permitted Town parks shall conform to the local ordinances and rules established by the Department of Recreation and Parks. The Town's ordinances can be found on [www.oceancitymd.gov](http://www.oceancitymd.gov) website under Government.
  
13. **EQUIPMENT/SUPPLIES:** The Town of Ocean City is not responsible for the use, storage, safety, security or upkeep of any supplies or equipment provided by a tournament/event organizer to support his/her event. All such equipment and supplies must be removed from Town property immediately upon conclusion of tournament/event unless prior approval is granted. Should any equipment or supplies be abandoned by the event organizer and left on Town property, a fee shall be charged to the organizer for disposal, removal or storage at the Town's discretion.

- 1.07 TIMELINE TO REQUEST USE OF RECREATION & PARKS FACILITIES:** Facility Use Applications must be completed and submitted to the Facilities Supervisor no later than five business days prior to the requested date. A reservation will not be permitted more than six (6) months in advance. See the Recreation Application Timeline for guidance. The Department may entertain a request for a use with less than five (5) business days provided no special facility preparation is required. The Department may entertain a request for an annual or recurring sports tournament or special event, one (1) year in advance if the applicant is in good standing.
- 1.08 PAYMENT FOR RESERVATION:** Full payment for a reservation is due upon submission of the Facility Use Application if fees total less than \$300. A \$50 down payment per outside facility per day is required for multiple day uses such as tournaments or special events. For inside facilities, a \$100 down payment per inside facility per day is required. For tournament or event reservations, the full balance is due on the first business day after the tournament or event. Payment can be made with cash, check or credit card. Checks should be made payable to “Town of Ocean City.”
- 1.09 PRICE OF USE:** A price is charged for the use of the facilities, and all are listed on the attached “Fees for Reservations.” These fees are established by the Ocean City Mayor and City Council. Other costs may be incurred if there is set up, breakdown, equipment usage, staffing required or clean up.
- 1.10 FREQUENCY AND NUMBER OF USES:** The frequency and number of uses by an applicant may be restricted in order to ensure a fair distribution of uses between eligible applicants and in order to avoid a disproportionate use by one or more applicants. A maximum use of facilities per month may be applied.
- 1.11 CHANGES IN THE APPLICATION:** Any request for deviation from the completed Facility Use Application after approval is granted must be submitted in writing prior to the reservation and appropriate approvals must be obtained.
- 1.12 SETUP:** Each approved applicant is responsible for providing all the necessary setup, breakdown, and any cleanup for the use without assistance of Town services. The time to perform these activities should be included in your application and fees will be charged for this time. The applicant is required to clean the area of trash generated by the use and it is to be disposed of in the appropriate receptacles provided. Applicant shall not damage Town property and if Town property is damaged, Applicant is required to report it to the Facility Supervisor or Facility Monitor on duty and assume responsibility. Damage fees will then be assessed and invoiced to the applicant. Failure to practice appropriate cleanup procedures will result in an assessed cleanup against the applicant.

If Town services are requested, it should be clearly identified on the Facility Use Application. Once approved, appropriate fees may be charged.

**1.13 LIABILITY INSURANCE:** All applicants must sign and submit the Indemnification and Hold Harmless Clause, Clean-up Responsibility and Liability Statement Clause. An applicant may be required to provide a certificate of insurance for certain uses. If the use is for a tournament, sporting event or special event, then the applicant shall provide the Town with a certificate of occurrence for comprehensive general liability insurance with a value of \$1,000,000. The exact wording on the certificate should be "Mayor and City Council for the Town of Ocean City, 301 Baltimore Avenue, Ocean City, MD 21842" as additional insureds. The certificate of insurance must be provided before the use. Additional liability precautions may be required of an applicant.

**1.14 MANDATED CHANGES/CANCELLATIONS:** All Applicants must understand that any event or reservation can be changed or canceled at the direction of the Facilities Supervisor of Recreation and Parks for any reason if the approved event or reservation interferes with any Town of Ocean City projects, events, or any other necessary government function. Such action may be directed at any time.

If weather conditions make playing circumstances unsafe, impractical, and/or fields or Town property vulnerable to excessive damage the Facilities Supervisor has the authority to cancel or postpone reservation.

Neither the Town nor the approved Applicant are liable for failure to perform their obligations if such failures are as a result of force majeure events, including fire, flood, earthquake, storm, hurricane or other natural disasters, war, acts of terrorism, riot, epidemics or similar circumstances beyond the control of the parties.

If the Town cancels for any of the reasons listed above all deposits will be refunded.

If approved applicant cancels for any reason other than the force majeure events listed above, the applicant's deposits will be forfeited and the organizer's priority application privileges will be revoked for those specific dates for following year.

**1.15 PENALTY FOR NONCOMPLIANCE:** Noncompliance with any of these written rules either prior to, or during an event, may result in the revocation of all approved reservations or immediate reservation cancellation.

**QUESTIONS SHOULD BE DIRECTED TO THE RECREATION AND PARKS DEPARTMENT'S FACILITIES SUPERVISOR AT (410) 250-0125.**

**Keep these rules for your information. Sign the acknowledgement that you have reviewed and will comply with all these rules and procedures in the appropriate section of the application packet.**

**Ocean City Recreation and Parks Department**

**Reservation Application Timeline for 2022/2023**

**For A Date In This Period**

**Earliest In Person Application Date  
is 6 months in advance**

January 1 - January 31

July 1

February 1 - February 29

August 1

March 1 - March 31

September 1

April 1 - April 30

October 1

May 1 - May 31

November 1

June 1 - June 30

December 1

July 1 - July 31

January 1

August 1 - August 31

February 1

September 1 - September 30

March 1

October 1 - October 31

April 1

November 1 - November 30

May 1

December 1 - December 31

June 1

Current: July 1, 2022



**OCEAN CITY RECREATION & PARKS DEPARTMENT**  
**(410) 250-0125 OFFICE (410) 250-5409 FAX**

**FACILITY USE APPLICATION**

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FULL PAYMENT FOR ONE (1) DAY NON-TOURNAMENT OR EVENT UNDER \$300 IS DUE UPON APPLICATION SUBMISSION. FOR TOURNAMENTS OR EVENTS A **NON-REFUNDABLE** DEPOSIT IS DUE UPON AVAILABILITY APPROVAL: \$50 PER OUTSIDE FACILITY PER DATE OR \$100 PER INSIDE FACILITY PER DATE

Return Application to: Ocean City Recreation & Parks Department, ATTN: Facility Use Applications,  
200 - 125<sup>th</sup> Street, Ocean City, MD 21842

This is an application for use and is not a permit of use. No guarantee of availability is made or implied by the acceptance of the application. This application should be completed and returned to the Ocean City Recreation and Parks Department at least five (5) business days prior to the requested reservation date. Any misrepresentation in this application or deviation from the final agreed upon application may result in immediate revocation of the facility use application approval. Applicant's attention is directed to the accompanying information packet, entitled "Facility Use Application Rules."

All questions on the Facility Use Application must be fully answered. "Same as last year" or similar comment is not an acceptable response. If a question does not apply, please write "N/A" in that space. The application will be returned to the applicant if the information is incomplete. Please type or print the information clearly. You may attach additional sheets as necessary.

APPLICANT'S NAME AND COMPANY NAME IF APPLICABLE: \_\_\_\_\_

PRIMARY ADDRESS: \_\_\_\_\_

OCEAN CITY PROPERTY ADDRESS (if applicable): \_\_\_\_\_

PHONE # (H): \_\_\_\_\_ PHONE # (W): \_\_\_\_\_ LOCAL OR CELL #: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

FACILITY REQUESTED: \_\_\_\_\_ EST # OF PARTICIPANTS: \_\_\_\_\_

REQUESTED DATE(S) OF USE: \_\_\_\_\_ REQUESTED TIMES: \_\_\_\_\_

DESCRIPTION OF USE (CIRCLE):      Meeting              Special Event              Other: \_\_\_\_\_

ROOM ARRANGEMENT (CIRCLE): Theatre Style              Class Room Style              If other set up attach diagram

CIRCLE IF NEEDED:      Use of PA System (see fees)              Podium

Number of Head Tables \_\_\_\_\_              Number of Registration Tables \_\_\_\_\_

CIRCLE IF APPLICABLE:      Charging Participant Fee, Amount \$ \_\_\_\_\_  
Charging Admission, Amount \$ \_\_\_\_\_      Using Vendors, type \_\_\_\_\_

LIST ADDITIONAL COMMENTS AND/OR REQUESTS NOT COVERED IN THIS APPLICATION: \_\_\_\_\_

CREDIT CARD # (Visa , MC, Amex, Disc): \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_  
CVC # \_\_\_\_\_

**Application Completed By:** \_\_\_\_\_              Date Completed: \_\_\_\_\_

**TOWN OF OCEAN CITY REQUIRED PROVISIONS**

**RULES/PERMIT/ACKNOWLEDGEMENT AND COMPLIANCE**

Applicant has read and agrees to comply with the rules provided in the Facility Use Application packet. The Applicant agrees to abide by all provisions of the permit granted by the Town of Ocean City and agrees to pay all fees and costs assigned to the permit.

APPLICANT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**COVID-19 ACKNOWLEDGMENT AND ASSUMPTION OF THE RISK**

I, the Applicant, acknowledge that the Governor of Maryland declared a State of Emergency on March 5, 2020, related to the COVID-19 Pandemic. Additionally, a Civil Emergency was declared for the Town of Ocean City on March 16, 2020, related to the COVID-19 Pandemic. The World Health Organization has declared COVID-19 a global health pandemic and the President of the United States declared the COVID-19 pandemic a national emergency. I acknowledge and understand the dangers of being in public during the COVID-19 pandemic and will abide by the Governor of Maryland's current mandates.

In using the facilities of the Town of Ocean City, I do so with the understanding that usage of Town facilities is at my own risk, generally and specifically, in regard to the potential transference of the COVID-19 virus. I voluntarily assume the risk that I may be exposed to or infected by COVID-19 by using the facilities, and that such exposure or infection may result in personal injury, illness, permanent disability and death. I agree to comply with all State and Town of Ocean City guidelines related to COVID-19.

APPLICANT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**INDEMNIFICATION, HOLD HARMLESS AND RELEASE**

NAME OF APPLICANT: \_\_\_\_\_

NAME OF ORGANIZATION: \_\_\_\_\_

ACTIVITY: \_\_\_\_\_

I, the Applicant(s), assume all risks incident to or in connection with the permitted activity, including exposure to and infection of COVID-19, and shall be solely responsible for damage or injury, of whatever kind or nature, to person or property, directly or indirectly arising out of or in connection with the permitted activity and shall be solely responsible for damage or injury, of whatever kind or nature, to person or property, directly or indirectly arising out of or in connection with the conduct of myself, my operation, my employees or volunteers and my participants.

I and my agents, employees, volunteers, contractors, successors, and assigns hereby expressly agree to indemnify and hold the Town of Ocean City, its officers, agents, employees, and representatives harmless from, for and against, any and all liabilities, claims, suits, demands, judgements, causes of action of any kind (at law or at equity) losses, costs or charges (including attorneys' fees), asserted by third parties, arising at any time after the execution of this agreement, and related directly or indirectly to the operation and activity of myself and my agents, employees,

volunteers, contractors, successors, and assigns, on Town of Ocean City property, including the possible exposure to and infection of COVID-19.

I and my agents, employees, volunteers, contractors, successors, and assigns hereby expressly agree to indemnify and hold the Town of Ocean City, its officers, agents, employees, and representatives harmless from penalties for violation of any law, ordinance, regulation or emergency order affecting my activity.

I, and my spouse, covenant not to sue, and release, waive and discharge the Town of Ocean City, any of its departments, or its officials, officers, agents, employees and representatives, all of whom for the purpose of this release are referred to as Releasees, from all liability to myself, and my/our agents, successors, personal representatives, assigns, heirs and next of kin, for any and all loss or damage on account of injury or property, whether caused by the negligence of the Releasees or otherwise, while using Town of Ocean City facilities. I agree that the foregoing Release is intended to be as broad and inclusive as is permitted by the laws of the State of Maryland, and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

By signing below, I express my understanding and intent to enter into this Indemnification, Hold Harmless and Release willingly and voluntarily, and assert that I am at least eighteen years of age.

APPLICANT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**ADDITIONAL PROVISIONS**

I understand that certain facility uses require additional provisions. Should my event require additional provisions, I understand that I will be notified by the Ocean City Recreation and Parks Department and will be required to provide this information prior to use approval being granted.

Additional provisions include, but are not limited to: field diagram/dimensions, event layout, and additional insurance naming the Ocean City Mayor and Council as additional insureds, Fire Marshal approval, Liquor Board approval, Town Council approval.

APPLICANT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**CLEAN UP RESPONSIBILITY AND LIABILITY**

I understand that I must leave the reservation area clean and litter free by the conclusion of my reservation. I understand that I am to deposit all trash and refuse generated by my use into the appropriate waste containers provided.

I further understand that I may be liable for any damage to the reservation area associated with my use. I must report any damage to the staff of the Department of Recreation and Parks as soon as possible.

I understand that I will be assessed a charge of \$100.00 or more for clean up of the reserved area if, in the opinion of the staff, it has not been left in a reasonably clean state. I understand that I will be assessed a repair charge of an amount to be determined for the repair of damages to the reserved area resulting from my use. I agree to pay all clean up and/or repair fees assessed on me.

APPLICANT'S SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

**COCA-COLA EXCLUSIVE PRODUCT AGREEMENT DISCLOSURE:**

Applicant shall comply with all provisions of the Town's agreement with Coca-Cola Bottling Company Consolidated as it pertains to the distribution or sales of beverages by the Applicant on Town property. The Applicant agrees to sell, dispense or serve only Coca-Cola beverages on Town premises for the duration of the permitted use.

Applicant is expressly prohibited from using the beverages of other suppliers, said beverages to include soft drinks, juices, sport drinks, specified energy drinks and bottled waters. The permitted beverages include Coca-Cola, Diet Coke, Coke Zero, Sprite, Pibb Xtra, Mello Yello, Nestea, Arizona Tea, Barqs Root Beer, Fanta, Minute Maid, PowerAde, Fuze Juice, Monster, Tum E Yummies, Dasani and other products that Coca-Cola may provide in accordance with its agreement with the Town of Ocean City.

I have read this disclosure and agree that I will comply with its provisions.

APPLICANT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**LOCAL ORDINANCE COMPLIANCE**

Applicant agrees to comply with the provisions of *all* applicable ordinances and emergency orders of the Town of Ocean City. I have read this disclosure and will comply with *all* provisions of the ordinances and emergency orders of the Town of Ocean City. All tournament, event directors, promoters and Applicant will be responsible for enforcing all policies, including no smoking and no alcohol.

APPLICANT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**MANDATED CHANGES/CANCELLATION**

Applicant understands that any use/event or use/event date can be changed or canceled at the direction of the Recreation and Parks Department or the Mayor and City Council of Ocean City if the approved event interferes with a necessary governmental function, an emergency declaration, or any other reason deemed appropriate. Such action may be directed at any time.

APPLICANT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

