## TOWN OF OCEAN CITY DEPARTMENT OF RECREATION AND PARKS Facility Use Application

Revised Procedure 01-09 Tournaments or Special Events

- 1. Application Rules
- 2. Reservation Application Timeline
- 3. Facility Use Application Form
- 4. Acknowledgements/Agreements:
  - Rules/Permit Acknowledgement and Compliance
  - Indemnification and Hold Harmless Clause
  - Field Layout, Event Diagram (if needed)
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  - Ordinance Compliance
  - Mandated Changes/Cancellation
- 5. Reservation Fees

Current: January 1, 2024



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## 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.

- 5. An individual, group, organization, business, or association requesting a reservation may not circumvent the applicable non-resident fees by using an Ocean City resident/property owner's name and/or address in lieu of the official name and address associated with the individual, group, organization, business, and/or association requesting the reservation.
- **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 on all Town properties. Tournament/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, set up or tear down, or other 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/VENDORS: No food or beverage concessions or merchandise sales (except for the sale of tournament/event-branded merchandize) 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, food concessions, or other private vendors 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 bottles 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 <u>www.oceancitymd.gov</u> website under Government. Additionally, all State and Town emergency orders shall be complied with.
- 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 Hold Harmless and Release, COVID-19 Acknowledgment and Assumption of the Risk, 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" <u>as additional insureds</u>. 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, emergency declaration 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.

## **TOURNAMENT/EVENT DIRECTOR REQUIREMENTS**

- 1. Tournament/Event Director is responsible for all crowd control related to on and off the court/field behavior associated with the reserved tournament.
- 2. Tournament/Event Director is required to have a minimum of 1 tournament/event representative per gym/field during every game or event (if applicable) and a minimum of 1 security person to oversee the crowd control. The security representative must wear identifiable apparel with "SECURITY" across back of shirt and may not be the scorekeeper or game official. If Tournament/Event Director does not provide security, the tournament/event will be canceled immediately.
- 3. If Tournament/Event Director is not on site, he/she is required to advise his staff of all Ocean City Recreation Department guidelines and rules. They are to understand that our staff are only here to oversee the use of our indoor/outdoor facilities. They are not responsible for the running/operations of the tournament/event. They are not to be considered security personnel. In the event of an emergency, their only action would be to call 911.
- 4. Tournament/Event Directors are to submit their tournament/event rules that are emailed to coaches to Facility Supervisor 1 week prior to tournament. These rules should include no tolerance of fights or poor sportsmanship conduct for both spectators and participants alike.
- 5. If a participant, player, coach, or spectator is asked to leave the building for any reason, the tournament representative or tournament security representative is expected to escort the person out of the building in the least populated exit possible.
- 6. If a participant, player, coach, or spectator is deemed to be repetitively inciting conflict, Ocean City Recreation and Parks staff have the right to ban said person from participation and/or attendance at any

event scheduled, regardless of event organizer. We will notify directors of this person, should this be an issue at the time of scheduled tournament/event.

- 7. If a participant, player, coach, or spectator is ejected from the facility at any time during a tournament/event they will not be permitted on the premises for the remainder of that tournament/event for any reason. It is the responsibility of the Tournament/Event Director or their representative(s) to inform and enforce this rule.
- 8. Tournament/Event Director's staff is responsible for assuring reserved facilities are cleaned up after each day/days of use. There is a strict clean-up/damages fee that will be applied to final balance owed if this rule is not upheld. \$50.00 per hour per OCRP staff member to clean facility or \$200.00 damages/clean-up fee deposit plus cost of actual damages, equipment, and supplies.
- 9. If the Tournament/Event Director violates any of the above stated requirements he/she may lose all reservation privileges for future events and will forfeit monies paid.

I have read, understand and agree to comply with said requirements:

Tournament Director

Date

Updated: January 1, 2024

## 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 received and will comply with all the rules and procedures in the appropriate section of the application packet.

\* Failure to follow rules and procedures may result in the immediate cancellation of current and/or future tournament(s)/event(s), future reservation privileges, and all monies paid will be non-refundable as a result. \*

## Ocean City Recreation and Parks Department Reservation Application Timeline for 2024

## For A Date in This Period, Earliest 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: January 1, 2024

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

### FACILITY USE APPLICATION

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

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/POINT OF CONTACT'S NA	AME:	
COMPANY NAME:		
PRIMARY ADDRESS:		
OCEAN CITY PROPERTY ADDRESS (if app	pplicable):	
COMPANY PHONE #:	FAX #:	
PHONE # (C): PHONE #	E # (W): PHONE # (Other):	
E-MAIL ADDRESS:		
FACILITY/FACILITIES REQUESTED:		
REQUESTED DATE(S) OF USE:	REQUESTED TIMES:	
DESCRIPTION OF USE: Tournament	Special Event Other:	
TITLE OF TOURNAMENT OR EVENT (if a	applicable):	

TYPE OF TOURNAMENT/EVEN	NT: youth	adult	men's	women's	
	boys	girls	coed	elimination	
EST # OF TEAMS/PARTICIPAN	TS: ES'	Γ#OF SPE	CTATORS:		
EST # OF OVERNIGHT VISITOR	RS (participants and s	pectators): _			
EST # OF DAY VISITORS (partic	ipants and spectators)	:			
EST % OF VISITORS (participant	s and spectators) TH	AT ARE LC	OCAL (live wit	hin 35 miles of com	plex):%
DID YOU BOOK A ROOM BLO	CK? yes	no			
IF SO, WHERE? (hotel name): *The Ocean City Recreation and P The Comfort Inn Gold Coast (112 <sup>th</sup>	arks Department is p				
ROOM BLOCK RATE: \$	per night				
WILL SOME VISITORS (particip	ants and spectators) H	BE FLYING	IN TO ATTE	ND? yes	no
CHECK IF REQUESTED: Us	e of Scoreboards	Use of I	PA System	Lining of Fields	
Pro	ovision of Goals: Nur	nber of Goa	ls	Sizes of Goals	
COMPLETE IF APPLICABLE: Charging Participant Fee, Amount Charging Admission, Amount \$: _ PROPOSED PRIVATE/OUTSIDE confirmed, business name, and bus	E VENDORS (list all	to be in atte	endance during		
*All private/outside vendors are su ARE YOU REQUESTING OUR O Please circle all that apply: FULLY DESCRIBE THE INTEN	CONCESSION STA Inside Concessions DED USE/EVENT A	ND(S) BE ( Ou ND ALL PI	DPEN DURIN utside Concess ROPOSED AC	G YOUR EVENT? ions Both TIVITIES:	yes no
WILL TENTS*, AIR STRUCTUR IF YES, PLEASE DESCR *Approval from the Ocean City F	ES* or FIREWORK: IBE USE: ire Marshal must be o	S* BE UTIL	IZED DURIN	G USE/EVENT? _ Facility Supervisor	 
DESCRIBE CROWD CONTROL	PROCEDURES YO	U INTEND	TO EMPLOY:		

DESCRIBE ANY SPECIAL PARKING/TRAFFIC NEEDS OR CONSIDERATIONS (additional charges may be assessed): \_\_\_\_\_\_

IF REQUIRED, HAVE ARRANGEMENTS BEEN MADE FOR MEDICAL ASSISTANCE? IF SO, WHAT TYPE?

WHAT PROVISIONS WILL BE MADE FOR COLLECTION OF SOLID WASTES, INCLUDING TRASH, GARBAGE AND RECYCLABLES?

SOME FACILITIES OFFER LIMITED "COMFORT" AREAS (TOILETS, HANDWASHING, ETC.). WHAT PROVISIONS WILL BE MADE FOR PARTICIPANTS ABOVE AND BEYOND PROVIDED FACILITIES, IF NECESSARY?

LIST ALL SPONSORS ASSOCIATED WITH YOUR USE/EVENT.

IF APPLICABLE, DESCRIBE EVENT PRIZES/AWARDS: \_\_\_\_\_

SPECIAL REQUESTS: \_\_\_\_\_

EQUIPMENT NEEDED: \_\_\_\_\_

ELECTRICITY NEEDED (Explain):

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

**PAYMENT:** Cash, check, or charge accepted. Please make checks payable to **Town of Ocean City**.

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

CVV #\_\_\_\_\_

Application Completed By:	Date Completed:

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## **TOWN OF OCEAN CITY REQUIRED PROVISIONS**

## **<u>RULES/PERMIT/ACKNOWLEDGEMENT AND COMPLIANCE</u>**

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 COVID19 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: \_\_\_\_\_

TOURNAMENT/ EVENT/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 nature, to person or property, directly or indirectly arising out of or nature, to person or property, directly or indirectly arising out of 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.

## **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.

APPLICANT'S SIGNATURE: DATE:

I understand that I will be assessed a charge of \$200.00 or more for cleanup 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 CocaCola, 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.

## 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: \_\_\_\_\_

\_\_\_\_\_ DATE: \_\_\_\_\_

## <u>The Official Host Hotels for</u> <u>Ocean City Recreation & Parks!</u>





112th St. Bayside 410-524-3000 Holiday Inn Express & Suites

AN IHG HOTEL Northside

126th St. Bayside 410-250-8225

The <u>Comfort Inn - Gold Coast</u> and <u>The Holiday Inn Express & Suites - Northside</u> are THE places to stay for all things Ocean City Recreation & Parks; tournaments, camps, and everything in-between!



## EGEND

## i) Information

📫 🗍 Restroom

Port-O-John

## Life Ring

## **OFFICE HOURS**

8:30 a.m. - 5:00 p.m. through Friday from **Open Monday** 

# **RULES & PRECAUTIONS**

**experience, we ask that you observe the** at all times pursuant to Town Ordinance **following:** 6-34(23). Please clean up and dispose of following: To ensure you have a safe and pleasant DOGS are welcome, but must be leashed

scheduled programs/events and PARK HOURS: Dawn to dusk, except for seasonal restrictions.

free. Motor vehicle access in the park is Street, and Jamaica Avenue. Parking is parking spots along 125th Street, 127th designated parking lots or designated PARKING: Please park vehicles in the

SMOKING & VAPING is prohibited in the ALCOHOL is prohibited in the park. restricted.

containers. park. WASTE: Please place all waste in trash

all dog waste. don't feed birds or other wildlife. FEEDING WILDLIFE is prohibited. Please SWIMMING & UNAUTHORIZED BOATING

is prohibited in the lagoon. TRANSPORTATION are prohibited UNAUTHORIZED MOTORIZED **MOTORIZED SCOOTERS & OTHER** 

personal grills allowed stationary gill near the pavilion. No **GRILLING** is only permitted on the

open year-round during business hours. Restrooms in the Recreation Complex are are open May through October. **RESTROOMS** located throughout the park

## INFORMATION

and SUPs must be carried to the launch area. Rentals are available on-site and in-season through Best Aquatic. vehicles are permitted in the park by the launch. Kayaks rentals are located on the west side of the property. No KAYAK & STAND UP PADDLEBOARD (SUP) access and

Maryland's fishing and crabbing regulations online at: www.eregulations.com/maryland/fishing/ available for rent on-site. Please refer to the State of FISHING & CRABBING are permitted, except from the your own equipment. No fishing or crabbing equipment is lagoon bridge. No license is required, but you must bring www.eregulations.com/maryland

programs from May through October Soccer Concession are only open during scheduled **CONCESSION STANDS:** The Home Run Cafe and the

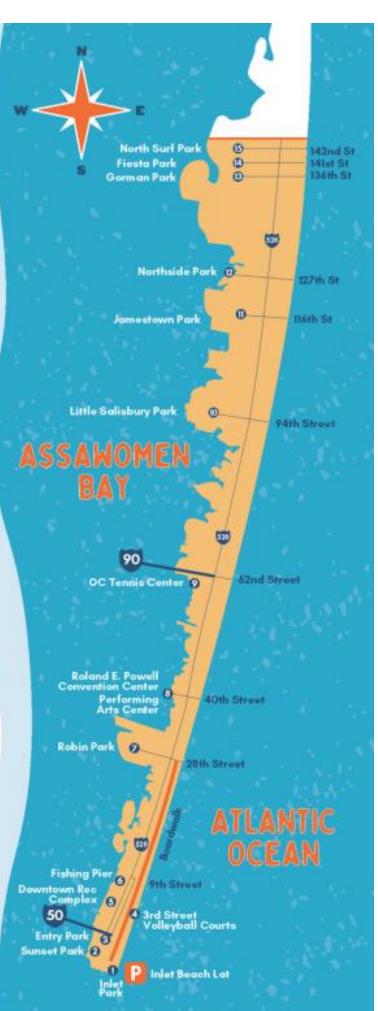
## PARK PROFILES

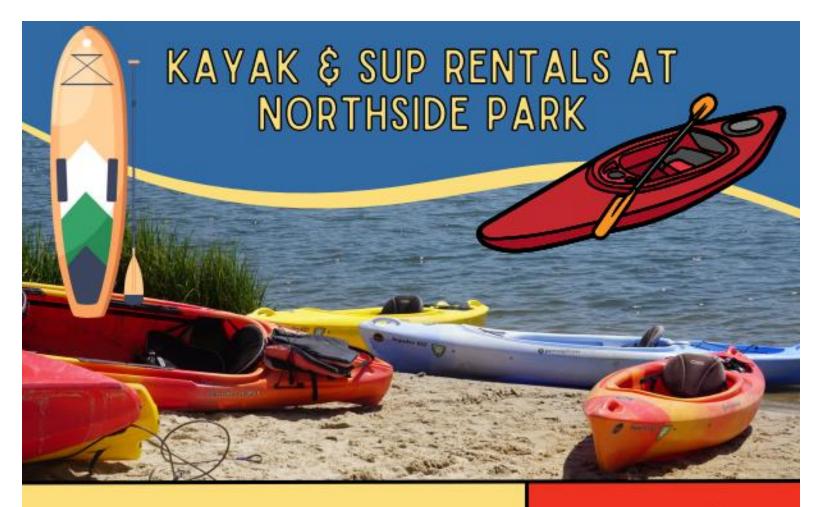
- I INLET PARK S. 2nd St. at the Inlet 🎣 🛄
- 2 SUNSET PARK S. Division St. west of S. Philadelphia Ave.
- 3 ENTRY PARK N. Division St. at Philadelphia Ave.
- 4 THIRD STREET BEACH VOLLEYBALL COURTS 5 Between 5rd and 4th 5t.
- 6 NINTH STREET FISHING PIER 9th St., Boyside
- 7 ROBIN PARK | 28th St. and Robin Dr. 🆍 🎹
- 8 CONVENTION CENTER & PERFORMING ARTS CENTER A 40th St., Baysido
- 9 OC TENNIS CENTER | 6lat St., Boyside 🦝 🔎 🔎
- N LITTLE SALISBURY PARK 94th St., Bayside
- 11 JAMESTOWN PARK | 16th St.
- 2 NORTHSIDE PARK | 125th St., Bayside
- B GORMAN PARK | 156th St., Boyside
- 14 FIESTA PARK | 14 bt St., Boyside 🍪 📇
- 15 NORTH SURF PARK | N. Surf Road at 142nd St. 🆍 🛄

## MAP KEY\_

-	Art Center	×	Exercise Trails	Relayground
-	Ball Field	1	Fitness Equipment	P Racquetball
-	Basketball		Grills	🖌 Stage
-	Concessions	2	Gymnasium	A Skate Park
13	Crabbing/Fishing		Parking	III Swings
200	Dog Park	2	Pickleball	Q Tennis
٥	Exhibits	Å	Picnic Shelter	S Volleyball

\*Restrooms are available at certain parks during certain times. Please call for more details.





## 2-4-1 EVERYDAY PADDLE SPECIAL

May 1 - June 1 • 12 PM- 4 PM Rent any kayak or SUP at the regular rental rate of \$17 for 1 hour and receive 2 hours of paddle time.



## TUESDAYS & THURSDAYS Kayak or SUP

May 25 - Sept. 2 12 PM - 4 PM Guided Group Paddle Fitness \* \$45 June 15 - Sept. 2 \* 6 PM - 7:30 PM Guided Group Sunset Paddle \* \$45 June 15 - Sept. 2 \* 8 AM - 9 AM Guided Group Paddle Fitness \* \$45

## SUP SUNDAYS

SUP Development Lessons - All Ages May 23 - Sept. 5 • 1 PM - 2:30 PM Group Paddle • \$25 What's SUP?!? STAND UP PADDLEBOARD!

That's what's up! HOURS OF OPERATION\*

May 1 - 23 • 9 AM - 6 PM May 23 - Oct. 1 • 8 AM - 7 PM

\*Weather Permitting

REGISTRATION: www.BestAquatic.com

All rates are per person

FOR BOOKINGS AND INQUIRIES, CALL 443-614-4789 WWW.BESTAQUATIC.COM 11651 COASTAL HIGHWAY, OCEAN CITY, MD 21842

"ENCOURAGING HEALTH AND SAFE SWIM FACILITIES THROUGH MANAGEMENT, EDUCATION, CONSULTATION, AND SERVICE."



## OCEAN CITY RECREATION & PARKS DEPARTMENT PERMIT & RESERVATION FEES FOR 2023/2024

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, per facility <u>or</u> \$100 per inside facility per date, per facility.

## SOFTBALL FIELDS, BASEBALL FIELD – NORTHSIDE PARK & 4<sup>TH</sup> STREET

Ballfield, Softball/Baseball Tournament Full-Day (more than 6 hours)	\$215/Field/Day
Ballfield, Softball/Baseball Tournament Half-Day (less than 6 hours)	\$140/Field/Day
Ballfield	\$50/Hour-Resident \$63/Hour-Non-Resident
Ballfield Lining and Prep	\$85/Per Field/per time
Use of Score Clocks, Controllers	\$10/Hour or \$50/Day
Lights	\$30/Hour
Lights Supervisor	\$30/Hour
Grass Mowing Request	\$75/Cut
Clean up/Damage Fee	\$200/Use or Cost of Actual Damage and Labor

## SOCCER FIELD AND WEST LAGOON FIELD - NORTHSIDE PARK

Soccer, Field Hockey or Lacrosse Field	\$50/Hour-Resident \$62/Hour-Non-Resident
Soccer, Lacrosse, Football or Field Hockey Lining & Prep	\$150/Field
Relining Soccer, Lacrosse, Football or Field Hockey	\$115/Field
Use of Score Clocks	\$10/Hour or \$50Day
Lights	\$30/Hour or \$120/Day
Lights Supervisor	\$30/Hour
Grass Mowing Request	\$75/Cut
Clean up/Damage Fee	\$\$200/Use or Cost of Actual Damage and Labor

## EAST GYMNASIUM AT NORTHSIDE PARK

East Gymnasium Tournament Fee	\$130/Per Hour/Per Gym
East Gymnasium Court Use	\$50/Hour-Resident \$70/Hour-Non Resident
East Gymnasium, Full Gym	\$95/Hour-Resident \$129/Hour-Non Resident
East Gymnasium, Full Gym Youth Practice (Off Peak)	\$50/Hour-Resident \$71/Hour-Non Resident
Facility Supervisor	\$20/Hour - \$30/Hour
Gym Floor Cover (if required)	\$300/Gym Court
Indoor Soccer Walls	\$350/Setup & Usage
Pickleball Court	\$20/Hour-Resident \$25/Hour- Non-Resident
Net Set Up/Breakdown	\$20/per day

## WEST GYMNASIUM AT NORTHSIDE PARK

West Gym Tournament Fee	\$130/Per Hour/Per Gym
West Gymnasium Court Use	\$50/Hour-Resident \$70/Hour-Non Resident
West Gym, Full Gym	\$95/Hour-Resident \$129/Hour-Non Resident
West Gym, Full Gym Youth Team Practice (Off Peak)	\$50/Hour-Resident \$71/Hour-Non Resident
Facility Supervisor	\$20/Hour - \$30/Hour
Net Set Up/Breakdown	\$20/per day

## PICNIC SHELTERS (NORTHSIDE PARK, GORMAN PARK & FIESTA PARK), PATIO and PIER (NORTHSIDE PARK)

Picnic Shelter	<u>Resident</u> \$75/4 Hrs \$140/8hrs	<u>Nonresident</u> \$95/4 Hrs \$180/8 Hrs
Move Picnic Tables to Patio	Variable by R	lequest
Picnic Shelter Electric	\$15/Use	
Patio at Northside Park	<u>Resident</u> \$75/4 Hrs \$140/8hrs	<u>Nonresident</u> \$94/4 Hrs \$180/8 Hrs
Patio Electric	\$15/Use	
Pier - Northside Park	<u>Resident</u> \$72/2 Hrs	<u>Nonresident</u> \$92/2 Hrs

## SUNSET PARK

Sunset Park Stage & Plaza	\$60/Hour; Minimum 3 hours
Sunset Park Pier	\$35/Hour; Minimum 2 hours
Sunset Park Restrooms	\$30/Hour; Minimum 3 hours

## **OTHER AVAILABLE FACILITIES/AMENITIES/EQUIPMENT**

General Park Area

Tennis Courts 3<sup>rd</sup>, 61<sup>st</sup>, 94<sup>th</sup>,136<sup>th</sup> Streets

Beach Volleyball Court 2<sup>nd</sup>, 3<sup>rd</sup>, 5<sup>th</sup>, 7<sup>th</sup>, 9<sup>th</sup>, 11<sup>th</sup> Streets

Outdoor Basketball Court 3<sup>rd</sup>, 94<sup>th</sup> Streets

Skate Park

Parking Lots

Meeting Room - West Gym

Equipment Bag Use

\$30/Hour-Resident \$39/Hour-Non Resident

\$10/Hour/Resident \$14/Hour/Non Resident

\$35/Hour-Resident \$44/Hour-Non Resident

\$38/Hour-Resident \$48/Hour-Non Resident

Variable

\$50/Hour-Resident \$63/Hour-Non Resident

\$50/Hour-Resident \$70/Hour-Non Resident

\$30/Day-Resident \$42/Day-Non Resident