



## Pender County Parks and Recreation

### Use of Public Parks and Facilities for Private or Recurring Activity

Pender County recognizes that activities are held in public parks and public facilities by entities separate from the County. In order for our citizens to utilize our parks in a variety of safe and enjoyable manners, the County has developed a policy for the use of public parks and facilities for private activities.

This permit application is required in order to consider whether the activities proposed are in conformance with applicable laws and regulations; to ensure activities are not a detriment to public health, safety, and welfare; and to ensure that the park/facility users are not overburdened.

Please review the entire application and complete it as accurately as possible to aid us in expediting your application. An online form with also need to be completed before approval of the activity. Applicants should be sent to Pender County Parks and Recreation, 805 South Walker Street, Burgaw, Nc 28425. If you have any questions regarding the application, please call 910-259-1330 or email [parksandrec@pendercountync.gov](mailto:parksandrec@pendercountync.gov).

## **Rules and Regulations:**

1. Activities are not permitted in any area in which an authorized festival or official event is underway unless the owner of the commercial business has made prior arrangements with Pender County and shows this in writing to the Parks and Recreation department office.
2. Activity locations are not permitted within 50 feet of a structure otherwise in use for park programming or rental.
3. An instructor does not impede or cause any interference with other activities or public use.
4. No activities are permitted between dusk and dawn unless otherwise specified and approved in the application
5. An activity may not block or obstruct the free movement of pedestrians, traffic, or parking. A law enforcement officer, fire official, or county representative may disperse any portion of a crowd that blocks public passage.
6. An instructor shall pay an application fee payable to Pender County
7. Instructor must provide proof of commercial general liability insurance in the amount of at least \$1 million per occurrence with Pender County listed as an additional insured. Pender County has the discretion to require higher limits if the activity is deemed high risk.
8. Instructor must provide schedule of group activities to the County Parks and Recreation Office for approval at least 24 hours in advance of said activity.
9. Activity must comply with all county ordinances.
10. Use of County water and power are not included in the permit, other than public drinking fountains and restrooms.
11. Activity may not alter park facilities or vegetation in any way.
12. Exchange of money on public property is prohibited.
13. The selling of goods on park property is prohibited unless otherwise permitted as part of a county-approved event.
14. Activity publicity and scheduling are the sole responsibility of the instructor unless previously agreed upon. Publicity signs may not be posted in the park, and solicitation may not occur on park property.
15. Instructor is not, and does not expect to become, an employee of Pender County nor is a county contractor or agent.
16. Approval of the application is the sole discretion of Pender County, and a permit can be revoked, with notice, at any time. Permits may be limited based on the demand and capacity.
17. All materials promoting the activity must include a disclaimer stating that the activity is not endorsed or supported in any way by Pender County.
18. The applicant, in consideration of the above, agrees to the following during the designated periods of use as follows:
  - a. Provide full organization, administration and supervision of the program listed herein, including scheduling of all activities.

- b. Make the activity available to the general public, ensuring general access to the public without regard to age, race, color, religion, national origin, sex, disability, or socio-economic standing.
- c. Abide by all municipal and County ordinances, all applicable by state laws, and all policies of Pender County.
- d. To not knowingly allow any person to conduct illegal activity on Pender County property.
- e. Monitor and accept full responsibility for the conduct of all participants and spectators.
- f. Not to erect any signs, poles, tents, or any structure without prior approval of the Pender County Parks and Recreation Department.
- g. Instructor is responsible for providing all necessary and appropriate safety instructions to all participants and attendees of the activity.
- h. Music shall cease by 11:00 pm all days of the week. Park hours run from sunrise to sunset unless otherwise approved by the Parks and Recreation Director. It is the instructor's responsibility to see that noise levels are not violated.
- i. Instructor is to take responsibility for events and participants. No obscene gestures or language shall be used which causes a disturbance to any person(s).
- j. Allow only those activities approved in this agreement.

#### **19. Indemnification and Insurance**

- a. Instructor agrees to indemnify, defend, and hold harmless the county, its agents, officers, and employees from and against any and all liability and expense, including attorney's fees and claims for damages including, but not limited to, bodily injury, death, personal injury, or property damages arising from or in connection with Operator's operations or its activities carried on under this agreement. The operator's duty to indemnify the County shall survive the expiration or other termination of this agreement.
- b. The instructor/operator shall provide and maintain, at its own expense, during the term of this agreement, the following programs of insurance covering its operations. Such insurance shall be provided by the insurer(s) satisfactory to the County. Evidence of such insurance satisfactory to the County shall be delivered to Pender County one week before the effective date of this agreement. Such evidence shall specifically identify this agreement and contain the express condition that the County is to be given written notice of at least thirty (30) days in advance of any modification or termination of any program insurance.
- c. Instructor/operator shall obtain insurance of the types and in the amounts described herein.

- i. Commercial General Liability and Umbrella Liability Insurance. Instructor/operator shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location(s).
  - ii. CGL insurance shall be written on ISO occurrence form CG 00 01 12 07 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contracts, products-completed operations, personal and advertising injury, and liability assumed under an insured contract.
  - iii. Pender County shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to County. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to the primary with respect to the additional insured.
  - iv. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under the contract.
- d. Waiver of Subrogation. Instructor waives all rights against Pender County and its agents, directors, and employees for recovery of damages.

**To County:**

Pender County  
805 South Walker Street  
PO Box 5  
Burgaw, NC 28425

20. Amendments. This Contract shall not be modified or otherwise amended except on writing signed by the parties.

In witness whereof, the parties have hereunto set their hands and seals, the day and year first above written and by authority duly given.

---

Pender County Representative

---

Instructor Representative

Private or Recurring Program Permit Application

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Program and Description:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Park and Location Request:

\_\_\_\_\_  
\_\_\_\_\_

Program Dates: \_\_\_\_\_

Days of the Week: \_\_\_\_\_

Times: \_\_\_\_\_

Anticipated number of participants: \_\_\_\_\_

Adults: \_\_\_\_\_ Children: \_\_\_\_\_

I have read, understand, and will abide by Pender County's Use of Pender County's Use of Public Park for Recurring Activity Rules and Regulations.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Permit Issued By: \_\_\_\_\_ Date: \_\_\_\_\_