



CITY OF HAGERSTOWN
PARKS & RECREATION FACILITY USE APPLICATION
University Plaza

Table with 2 columns: For Office Use Only, Permit #. Rows include Manager/ Designee Signature & Date, Approved, Denied/ Reason.

This Park Facility Use Application must be completed for any of University Plaza located at 50 W Washington St.

Included with this Application are additional criteria that must be met, therefore, please read the entire packet prior to submitting your completed and signed Application & Waiver. Applications must be received by the Parks and Recreation office at least two (2) months prior to date of event.

Each Application is evaluated by the Parks & Recreation Manager or designee. Please allow two weeks for review and approval.

PLEASE TYPE OR PRINT:

Applicant's Name: \_\_\_\_\_

Business/Organization: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Park Facility Requested: \_\_\_\_\_

Date(s) of Proposed Event: \_\_\_\_\_

Event Start Time: \_\_\_\_\_ Event End Time: \_\_\_\_\_

Setup Time: \_\_\_\_\_ End Time for Tear Down: \_\_\_\_\_

Name of Event: \_\_\_\_\_

Planned Activities: \_\_\_\_\_

Estimated number of people to attend: \_\_\_\_\_

Is this event open to the public? YES NO

If you are holding a public event, please complete the custom questions listed on page 2.

**Custom Questions for Special Events Open to the Public, Band Shell & University Plaza Rentals:**

- Will admission be charged?                      YES                      NO
  
- Will the event have vendors?                      YES                      NO  
    If so, please check the following:  
   Information Only  
   Food/Drink  
   Sale of Merchandise, please specify: \_\_\_\_\_
  
- Will there be music/entertainment?                      YES                      NO  
  
    If yes, please describe: \_\_\_\_\_  
    *Band Shell renters will be required to provide their own microphone.*
  
- Will other equipment be used?                      YES                      NO  
    If so, please check the following:  
   Generators  
   Tents, Size? \_\_\_\_\_  
   *(Tents must be weighted down, no stakes permitted)*  
   *Inflatables are prohibited*  
  
    If other, please describe: \_\_\_\_\_
  
- Will you require restrooms?                      YES                      NO
  
- Will you require electricity?                      YES                      NO  
  
    If yes, for what purpose? \_\_\_\_\_
  
- Any other special needs or amenities requested? \_\_\_\_\_

**For University Plaza Rentals Only:**

- Will there be alcohol at the event?                      YES                      NO
  
- Any other special needs, such as reserved spaces on Washington Street? \_\_\_\_\_  
\_\_\_\_\_

Please read all necessary attachments included with Parks & Recreation Facility Use Application for Special Events:

- Parks & Recreation Facility Rental Guidelines
- Park Rules
- Rallies, Demonstrations & Crowd Control Guidelines
- Insurance Instructions

**Payment & Refund Policy**

- Once you are notified that your Application has been approved, you must provide payment no later than 30 days prior to the date of your event. You must submit the required Certificate of Insurance and other required documentation no later than 15 days prior to the date of your event.
- The City does NOT issue refunds, credits, or transfers due to inclement weather. All requests for cancellations, reschedules or refunds must be submitted in writing to the Parks & Recreation office at least (30) thirty days before the rental date to receive a refund of the total amount paid. If the request is received less than (30) thirty days, renter forfeits the entire amount paid.
- If a refund policy is stated differently on a specific facility, the refund policy listed on the facility guidelines for that facility applies.

**Rental Agreement**

It is hereby agreed and understood that the park facility specified on the Park Facility Use Application is reserved, as specified, for use by the Applicant. The park facility reserved is subject to inspection by any authorized representative of the City of Hagerstown, during the course of use in order to ensure proper use of City owned property.

Applicant assumes all liability for any and all costs of cleanup of the premises and shall ensure the good order of the group, its invitees and guests.

It is the sole responsibility of the Applicant to acquire and submit to the Parks and Recreation Office all required permits and legal authorization (e.g. Certificates of Insurance, Health Department Permits, any and all permits required to sell or serve alcoholic beverages, etc) for scheduled event no less than ten (15) business days prior to date of event.

Applicant shall save and hold harmless and indemnify the City, its agents, servants, employees, officers and representatives from any and all claims, fines of whatsoever nature or kind including personal injuries and property damage arising directly or indirectly under any circumstances by the exercise of the Applicant (and/or the Applicant's family, employees, invitees, guests or licensees) in its use of the park facility.

By signing below, I acknowledge that I have read and agree to the terms of this Parks & Recreation Facility Use Application, including the Waiver and all the attachments listed herein.

Applicant's Signature & Date: \_\_\_\_\_

Please Print Name (include title if applicable): \_\_\_\_\_

**NOTE: Approval by the Parks and Recreation Manager or designee is required prior to use of the requested park facility. You will be notified when your application has been approved. Please do not send payment or a Certificate of Insurance until your Application has been approved.**

SUBMIT COMPLETED AND SIGNED PARKS & RECREATION FACILITY USE APPLICATION and WAIVER TO:

City of Hagerstown, Parks & Recreation Office  
351 N. Cleveland Ave, Hagerstown, MD 21740  
Email: [parks&rec@hagerstownmd.org](mailto:parks&rec@hagerstownmd.org)  
FAX: 301-790-0171  
PH: 301-739-8577, ext 169

**The City of Hagerstown reserves the right to modify and/or reject this contract at any point in time.**



# University Plaza Release & Waiver of Liability

**IMPORTANT: PLEASE READ CAREFULLY BEFORE SIGNING THIS DOCUMENT.**

This **Release and Waiver of Liability** (the “Release”) is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ a participant who has attained the age of majority (the “Participant”), in favor of the City of Hagerstown, a municipal corporation formed under the laws of Maryland, as well as its agents, servants, employees, volunteers, insurers, successors and assigns, collectively or individually, (collectively, the “City”) and University of Maryland at Hagerstown, a regional education center operating under the aegis of the University System of Maryland as well as agents, servants, employees, volunteers, insurers, successors, and assigns, collectively or individually, (collectively, “USMH”). The Participant desires to participate in the \_\_\_\_\_ [name and date of event, hereinafter referred to as the “Activity”] at the University Plaza in Hagerstown, MD. Participant affirms that s/he is in good health and capable of undertaking the activities for which this Release is being granted.

The Participant does hereby freely, voluntarily and without duress execute this Release under the following terms:

1. **Waiver and Release.** In consideration of being permitted to attend the Activity, Participant agrees to release and forever discharge and hold harmless the City and USMH from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Participant’s participation in the Activity.

Participant acknowledges that this Release forever discharges City and USMH from any and all liability, claim or cause of action that the Participant may have against City and USMH with respect to any bodily injury, personal injury, illness (including but not limited to COVID-19), loss, death, or damage to personal property which may result directly or indirectly from Participant’s participation in the Activity.

2. **Medical Treatment.** Participant does hereby release and forever discharge City and USMH from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, medical care or service rendered in connection with the Participant’s participation in of the Activity.

3. **Assumption of Risk.** The Participant acknowledges that participating in the Activity may include activities that may be hazardous to the Participant. Participant hereby expressly and specifically assumes the risk of injury or harm in these activities and releases City and USMH from any and all liability for injury, illness, death or property damage resulting from the Participant’s activities relating to the Activity.

4. **Insurance.** The Participant acknowledges that City or USMH does not carry or maintain health, medical or disability insurance coverage for any Participant. **EACH PARTICIPANT IS ENCOURAGED TO OBTAIN HIS OR HER OWN MEDICAL AND/OR HEALTH INSURANCE COVERAGE BEFORE PARTICIPATING IN THE ACTIVITY.**

5. **Rules and Regulations.** Participant agrees to abide by all applicable City and/or Activity Rules and Regulations. Failure to do so will be grounds for immediate expulsion from the Activity without refund of any fee paid by the Participant.

6. **Other.** Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted under the laws of the State of Maryland and this Release shall be governed by and interpreted in accordance with the laws of the State of Maryland (without regard to its conflicts of laws principles). Participant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be in full force and effect.

7. **Effective Date.** This Release shall be effective immediately upon execution and shall apply to any and all activities occurring at the Activity.

IN WITNESS WHEREOF, Participant has read and understood this Release and all of its terms and conditions and has executed this Release as of the day and year first above written.

**PARTICIPANT:** *(Parent/guardian shall sign if Participant is a minor)*

**WITNESS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Phone Number



**PARKS & RECREATION RENTAL FACILITY LIST**  
(January 1, 2025)

Facility Type	Facility Details	Fees
<i>Facility Hours are Sunrise to 30 minutes after Sunset, unless stated otherwise</i>		
<i>*includes \$25 admin fee</i>		
<b>Pavilion</b>	<b>Standard Pavilion Rental</b> City Park, Fairgrounds, Hager, Pangborn & Wheaton <i>Seats 50-80; includes bathrooms, electricity &amp; charcoal grill</i>	\$75/ day
	<b>City Park Key Street Pavilion</b> <i>Seats 20; does <b>not</b> include a grill</i>	\$75/ day
	<b>City Park Train Hub Pavilion</b> <i>Seats 125; includes bathrooms &amp; electricity</i> <b>Train Hub Museum</b> <i>Includes access to the Museum and train cars with a staff member for 3-hrs; see Rental Guidelines</i>	\$125*/ 4 hours  Additional \$100/ 3 hours
<b>Court/ Field</b>	<b>Only sport related activities permitted</b> <i>Priority given to the City's approved User groups who maintain fields</i>	
	<b>Tennis &amp; Basketball Courts</b> Wheaton	<b>Private Use</b> \$85*/ day
	<b>Softball Fields</b> City Park	<b>Tournaments</b> \$185*/ day
	<b>Grass Field</b> City Park, Fairgrounds, Hager, Pangborn & Wheaton	\$25 admin fee
<b>Indoor Recreation Room</b>	<b>Fit Room at Fairgrounds Park (4-hr minimum)</b> <i>Capacity 144; includes tables &amp; chairs, facility closes at 9pm. See Rental Guidelines</i>	\$50/ hour + \$75 cleaning fee + \$25 admin fee
<b>Other</b>	<b>Fairgrounds Park Stables</b> <i>(72 Stalls/Stall Area (yard sales, car shows, etc)</i>	\$285*/ day
	<b>Pangborn Trellis</b> <i>Includes electric only; capacity 50.            Does <b>not</b> include picnic tables, grill, or covered roof.</i>	\$75/ day
<b>Park/ Plaza</b>	<b>Fairgrounds Park</b> <i>Limited dates are available and must be scheduled a year in advance.</i>	\$1,000/ 6 hours + \$25 admin fee
	<b>University Plaza</b> <i>Fenced plaza includes stage and lawn space; electricity available. Alcohol permitted with Mayor &amp; Council Approval. See Rental Guidelines</i>	\$100*/ day + Restroom Fee: \$50 or \$100 w/ food/drink
<b>Stage/ Band Shell</b>	<b>City Park Band Shell</b> <i>Equipped with a basic PA system, Applicant must supply own microphone, music stands and equipment. Seating area accommodates approximately 300 people.</i>	\$150*/ day
	<b>Wheaton Band Shell</b>	\$35/day + \$25 admin fee

## UNIVERSITY PLAZA

### Rental Guidelines

Located at 50 W. Washington St In downtown Hagerstown, University Plaza is an urban pocket park with amenities that include a small stage, electricity, lawns, paved areas, benches, trees, a fountain, public art, and restrooms. It is fenced with access from both Washington Street and Wareham Alley. The University Plaza does not have a pavilion or picnic tables.

Basic electricity is available at the University Plaza. For larger needs, you may be required to provide an independent power source. The City's logistics team will work with you to determine needs.

To reserve the Plaza, please complete a Park Facility Use Application. Parks staff will coordinate application requests with USMH and the City's Downtown Community Events Coordinator. In some cases, depending on the event, you may be required to meet with the City's logistics team to review details related to security, liability, and fire safety. Please do not send payment or a Certificate of Insurance until we approve your application.

#### Rental Rates

Rental Rate: \$100 (Includes \$25 Admin Fee)

Plus Restroom Fee:

\$50 No Food/Drink

\$100 With Food/Drink

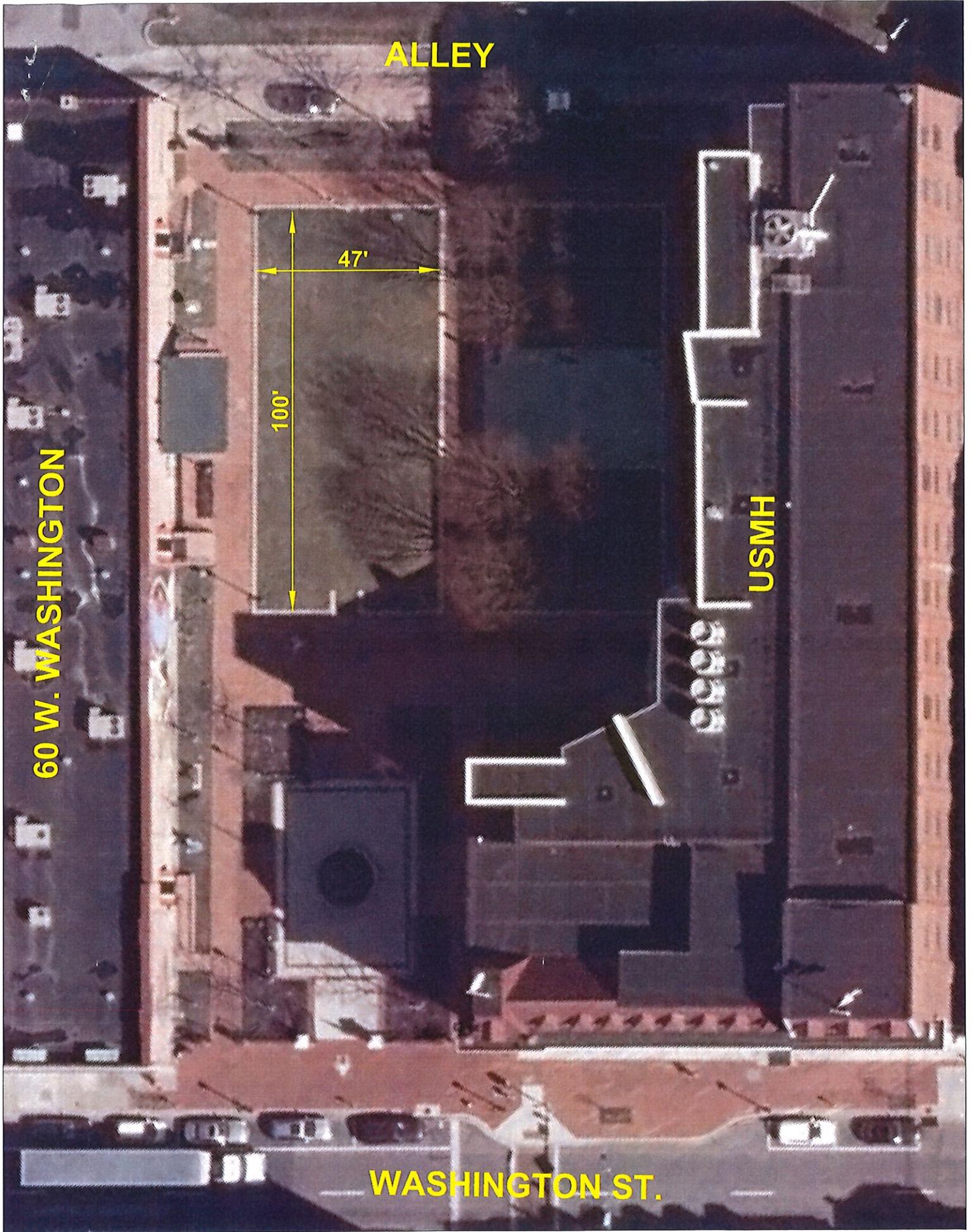
Note: Applicant may be required to rent a portable toilet if deemed necessary by City Staff.

#### Noise Ordinance

Per the City Code, events occurring at University Plaza are exempt from the City's Noise Ordinance except as follows: Events that use amplifiers or otherwise have loud music or speech are prohibited in the University Plaza Mondays thru Thursdays and before 5:00pm on Fridays, unless approved by the USMH Director.

#### Alcoholic Beverages/Security

To sell or serve alcohol in the University Plaza, an exemption from the Open Container Ordinance must be approved by the Mayor and City Council. After Applicant's date has been approved, Applicant must contact the City's Community Events Coordinator for information on how to apply for the exemption, 301-739-8577, ext 111. If the event is approved for alcohol, the Certificate of Insurance must be in the amount of \$2 million dollars general liability naming the City of Hagerstown as additional Insured. If the City's logistics team determines that an event warrants security, the Hagerstown City police or other security guards licensed in the State of Maryland may be used to cover the event, the cost of which will be wholly covered by the Applicant. The number of security officers and/or guards will be determined by City staff.



ALLEY

60 W. WASHINGTON

WASHINGTON ST.

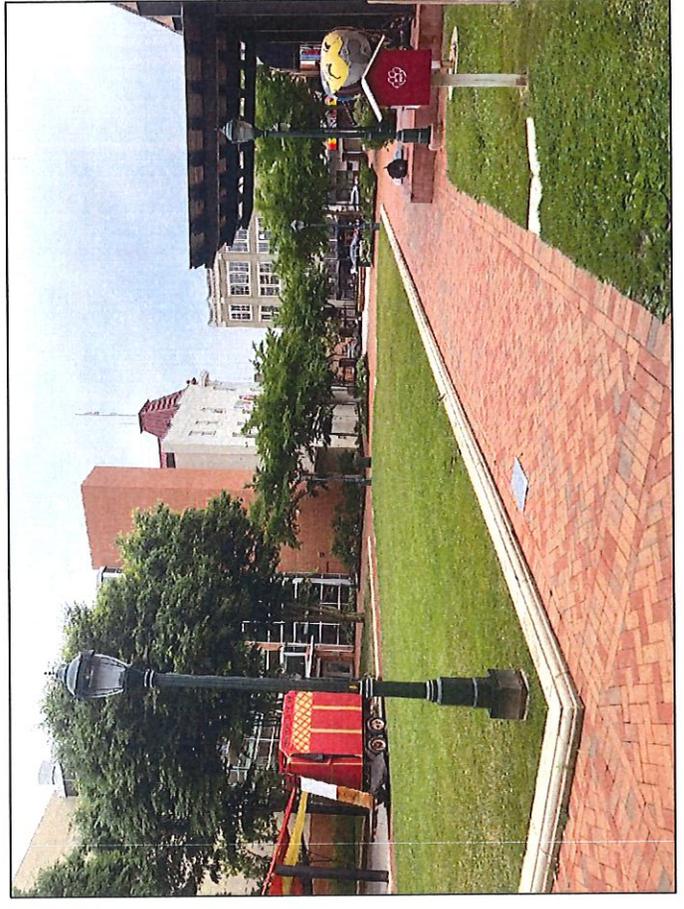
USMH

100'

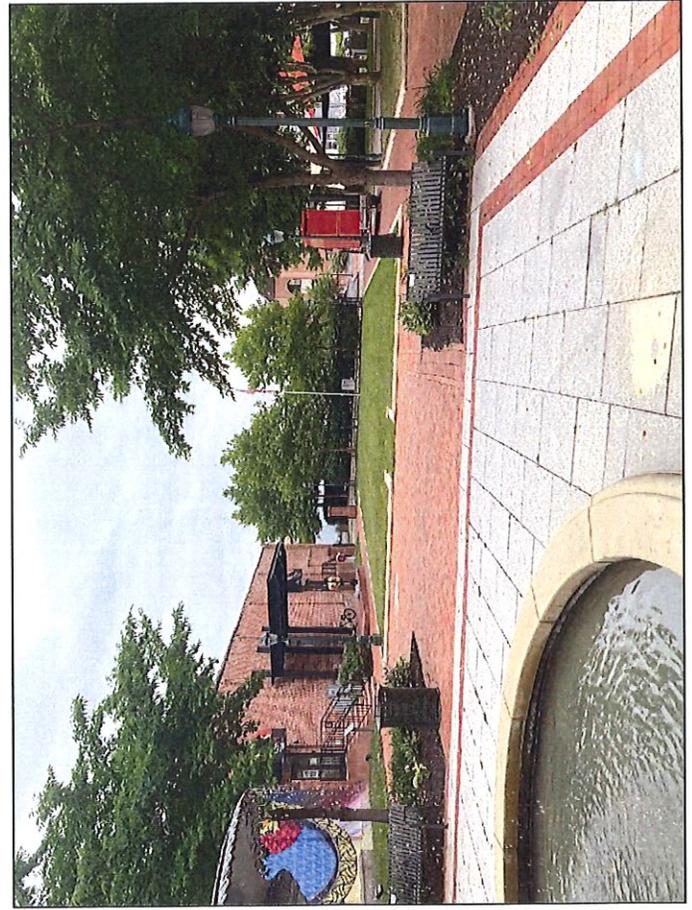
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**FROM USMH ENTRANCE**



**FROM NORTHWEST CORNER**



**FROM WASHINGTON ST/FOUNTAIN**



**FROM NORTHEAST CORNER**