



CITY OF HAGERSTOWN PARK FACILITY USE APPLICATION

A standard pavilion rental for a private event is exempt from completing a Park Facility Use Application.

This Park Facility Use Application must be completed for any event open to the public or to rent one of our park and/or recreation facilities. 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. 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: _____

Park Amenities Requested: _____

Date(s) of Proposed Event: _____

Event Start Time: _____ Event End Time: _____

Setup Time: _____ End Time for Tear Down: _____

Name of Event: _____

Planned Activities: _____

Est number of people to attend: _____ List amount if admission will be charged: _____

Will equipment be used, i.e. tents, generator? If so, please list: _____

Will event have vendors? If so, please check the following:

- Information Only
- Food/Drink
- Sale of Merchandise, please specify: _____

Attachments included with Park Facility Use Application:

- Release & Waiver of Liability
- Park Facility Rental Guidelines
- Park Facility Rental Fees
- Park Rules
- Fit Room at Fairgrounds Park Rental Guidelines
- City Park Train Hub Rental Guidelines
- University Plaza Rental Guidelines
- University Plaza Event Questions
- GatherGuard Insurance Purchasing Instructions
- Sample COI
- Organized Rallies/Demonstrations; HPD will be notified
- Crowd Control Guidelines

WAIVER: This Waiver is a part of the Park Facility Use Application.

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 assure 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 Park 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. Please do not send payment or a Certificate of Insurance until your Application has been approved.

SUBMIT COMPLETED AND SIGNED PARK FACILITY USE APPLICATION TO:

City of Hagerstown, Parks & Recreation Office

351 N. Cleveland Ave, Hagerstown, MD 21740

Email: parks&rec@hagerstownmd.org

FAX: 301-790-0171

PH: 301-739-8577, ext 169

APPROVAL BY PARKS & RECREATION MANAGER OR DESIGNEE:

- Approved: _____ (Signature & Date)
- Denied/Reason for Denial: _____

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



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”). The Participant desires to participate in the _____ [name, location and date of event, hereinafter referred to as the “Activity”]. 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 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 from any and all liability, claim or cause of action that the Participant may have against City 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 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 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 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



Park Facility Rental Guidelines

Park Hours: from Sunrise to 30 minutes after sunset

Park Season: mid-April thru mid-October

Insurance

- Any event open to the public or use of the Band Shell requires a Certificate of Insurance (COI) in the amount of one (1) million dollars general liability naming the City of Hagerstown as additional insured. The COI must include in the "Description of Operations" the name, date and location of the event, and must include all the event's related activities. A sample COI is included in this packet. The insurance must cover the Applicant/User for the specific event away from their place of business, in the specified park facility. (Permitted in the University Plaza only, if alcohol is approved, the COI must be in the amount of \$2 million naming the City of Hagerstown as additional insured.)
- It is the sole responsibility of the Applicant to acquire, collect, and submit to the Parks and Recreation office all required proofs of coverage and applicable permits no less than fifteen (15) business days prior to the scheduled event.
- For those Applicants requiring liability insurance, GatherGuard Purchasing Instructions are attached in this packet. For guidance in completing the application for insurance, call their Customer Service at 844-747-6240. GatherGuard charges an additional fee for Attractions/Performers who receive compensation for their services. If you pay the performers and they don't have their own insurance, you must include them on your insurance. If the performers volunteer their services and do not receive compensation, GatherGuard does not charge an additional fee.

Vendors

- A Vendor License is required for a food truck, food stand, etc or any mobile vendor that sells merchandise. (The only exception is if the vendor is participating as part of a City sponsored event.) Please call City Clerk Donna Spickler at 301-739-8577, ext 113, or email cityclerkmail@hagerstownmd.org for more information.
- Vendors selling food and/or drink to the public must obtain a health permit from the Washington County Health Department, 240-313-3400. This permit must be posted on site the day of the event.
- Food vendors must provide a Certificate of Insurance naming the City of Hagerstown as additional insured following the "Insurance" guidelines listed above.
- At City Park and Fairgrounds Park, giving or selling food and/or drink to the public is not permitted unless approval is received from the Parks and Recreation office.

Walks/Fun Runs/Races

- If you plan a walk or fun run in one of our parks, we ask that you do not block vehicular traffic or pedestrian walkways. A timed race requires complete closure of the park.
- Any events planned in the street must be coordinated through the Recreation Coordinator at ariley@hagerstownmd.org or 301-739-8577 x 180.

Tents

- Tents are prohibited unless approved in advance by the Parks and Recreation office. If tents are approved, they must be properly anchored above ground, without soil penetration, and supported to prevent uplift and collapse. STAKES ARE NOT PERMITTED DUE TO UNDERGROUND UTILITY AND/OR IRRIGATION LINES.
- All tent material must be flame resistant and be properly labeled by an approved testing agency.
- Regardless of size, for tents under which there is cooking, a flame-retardant certification is required and the Hagerstown Fire Department MUST perform an inspection prior to use.
- Tents larger than 20' x 30' require an "assembly permit" which can be obtained by contacting the Hagerstown Fire Department. These tents must be erected by a professional installer with insurance naming the City of Hagerstown as additional insured.
- Any electrical wiring in a tent must be performed by a professional electrician licensed by the City of Hagerstown. An electrical permit and inspection approval is required. Please call the Code Administration and Permits office at 301-739-8577, ext 103 or email codecompliance@hagerstownmd.org.
- Tents are subject to the Fire Marshal's inspections and must comply with the appropriate requirements of the fire and life safety code as adopted.
- Cooking cannot occur under a tent where people are assembled.
- Propane tanks must be secured and protected from damage.
- A fire extinguisher must be on hand.
- Cooking is subject to Fire Marshal's inspections and must comply with the requirements of the fire and life safety code as adopted.
- Please call the Hagerstown Fire Department at 301-790-2476 or email firemarshal@hagerstownmd.org to schedule any and all required inspections and to verify you are complying with all the fire and life safety codes.

Security

- If City staff 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 your event, the cost of which will be wholly covered by the Applicant. The number of security officers and/or guards will be determined by the City's logistics team.

Payment

- 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 permits no later than 15 days prior to the date of your event.

Cancellations/Reschedules/Refunds

- 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 date the Pavilion or Band Shell is rented 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.

Alcoholic Beverages

- Alcoholic beverages are prohibited in the City of Hagerstown's parks with the exception of the University Plaza. For information on applying for an exemption from the Open Container Ordinance, please call the Recreation Coordinator 301-739-8577 x 180.

Government Mandates

- **It is the Applicant's responsibility to encourage everyone to follow the COVID or any other CDC related guidelines.**

Fairgrounds Park User Group Contacts and other Facilities

- Softball: Mike Kelbaugh 301-800-3701 or email drumlikeme@aol.com
- Soccer: Jim Morrison 301-331-8515 or jwarmito@gmail.com or email haysl.region627@gmail.com
- Soccer Field #6: Maria Rubeling, YMCA 301-739-3990 x 4213
- BMX: Amanda Warner 301-748-8276 or wannerracingbmx@gmail.com
- Inline Rink at Fairgrounds Park: Dan LaValliere 301-766-9122 x100 fm@hagerstownice.org
- Hagerstown Ice & Sports Complex: Dan LaValliere 301-766-9122 x 100 fm@hagerstownice.org



Park Facility Rental Guidelines

Park Hours: from Sunrise to 30 minutes after sunset

Park Season: mid-April thru mid-October

Insurance

- Any event open to the public or use of the Band Shell requires a Certificate of Insurance (COI) in the amount of one (1) million dollars general liability naming the City of Hagerstown as additional insured. The COI must include in the "Description of Operations" the name, date and location of the event, and must include all the event's related activities. A sample COI is included in this packet. The insurance must cover the Applicant/User for the specific event away from their place of business, in the specified park facility. (Permitted in the University Plaza only, if alcohol is approved, the COI must be in the amount of \$2 million naming the City of Hagerstown as additional insured.)
- It is the sole responsibility of the Applicant to acquire, collect, and submit to the Parks and Recreation office all required proofs of coverage and applicable permits no less than fifteen (15) business days prior to the scheduled event.
- For those Applicants requiring liability insurance, GatherGuard Purchasing Instructions are attached in this packet. For guidance in completing the application for insurance, call their Customer Service at 844-747-6240. GatherGuard charges an additional fee for Attractions/Performers who receive compensation for their services. If you pay the performers and they don't have their own insurance, you must include them on your insurance. If the performers volunteer their services and do not receive compensation, GatherGuard does not charge an additional fee.

Vendors

- A Vendor License is required for a food truck, food stand, etc or any mobile vendor that sells merchandise. (The only exception is if the vendor is participating as part of a City sponsored event.) Please call City Clerk Donna Spickler at 301-739-8577, x 113, or email cityclerkmail@hagerstownmd.org for more information.
- Vendors selling food and/or drink to the public must obtain a health permit from the Washington County Health Department, 240-313-3400. This permit must be posted on site the day of the event.
- Food vendors must provide a Certificate of Insurance naming the City of Hagerstown as additional insured following the "Insurance" guidelines listed above.
- At City Park and Fairgrounds Park, giving or selling food and/or drink to the public is not permitted unless approval is received from the Parks and Recreation office.

Walks/Fun Runs/Races

- If you plan a walk or fun run in one of our parks, we ask that you do not block vehicular traffic or pedestrian walkways. A timed race requires complete closure of the park.
- Any events planned in the street must be coordinated through the Recreation Coordinator at ariley@hagerstownmd.org or 301-739-8577 x 180.

Tents

- Tents are prohibited unless approved in advance by the Parks and Recreation office. If tents are approved, they must be properly anchored above ground, without soil penetration, and supported to prevent uplift and collapse. STAKES ARE NOT PERMITTED DUE TO UNDERGROUND UTILITY AND/OR IRRIGATION LINES.
- All tent material must be flame resistant and be properly labeled by an approved testing agency.
- Regardless of size, for tents under which there is cooking, a flame-retardant certification is required and the Hagerstown Fire Department MUST perform an inspection prior to use.
- Tents larger than 20' x 30' require an "assembly permit" which can be obtained by contacting the Hagerstown Fire Department. These tents must be erected by a professional installer with insurance naming the City of Hagerstown as additional insured.
- Any electrical wiring in a tent must be performed by a professional electrician licensed by the City of Hagerstown. An electrical permit and inspection approval is required. Please call the Code Administration and Permits office at 301-739-8577, x 103 or email codecompliance@hagerstownmd.org.
- Tents are subject to the Fire Marshal's inspections and must comply with the appropriate requirements of the fire and life safety code as adopted.
- Cooking cannot occur under a tent where people are assembled.
- Propane tanks must be secured and protected from damage.
- A fire extinguisher must be on hand.
- Cooking is subject to Fire Marshal's inspections and must comply with the requirements of the fire and life safety code as adopted.
- Please call the Hagerstown Fire Department at 301-790-2476 or email firemarshal@hagerstownmd.org to schedule any and all required inspections and to verify you are complying with all the fire and life safety codes.

Security

- If City staff 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 your event, the cost of which will be wholly covered by the Applicant. The number of security officers and/or guards will be determined by the City's logistics team.

Payment

- 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 permits no later than 15 days prior to the date of your event.

Cancellations/Reschedules/Refunds

- 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 date the Pavilion or Band Shell is rented 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.

Alcoholic Beverages

- Alcoholic beverages are prohibited in the City of Hagerstown's parks with the exception of the University Plaza. For information on applying for an exemption from the Open Container Ordinance, please call the Recreation Coordinator 301-739-8577 x 180.

Government Mandates

- **It is the Applicant's responsibility to encourage everyone to follow the COVID or any other CDC related guidelines.**

Fairgrounds Park User Group Contacts and other Facilities

- Softball: Mike Kelbaugh 301-800-3701 or email drumlikeme@aol.com
- Soccer: Jim Morrison 301-331-8515 or jwarmito@gmail.com or email haysl.region627@gmail.com
- Soccer Field #6: Maria Rubeling, YMCA 301-739-3990 x 4213
- BMX: Amanda Warner 301-748-8276 or wannerracingbmx@gmail.com
- Inline Rink at Fairgrounds Park: Dan LaValliere 301-766-9122 x100 fm@hagerstownice.org
- Hagerstown Ice & Sports Complex: Dan LaValliere 301-766-9122 x 100 fm@hagerstownice.org



PARK FACILITY RENTAL FEES (July 1, 2023)

Park Facility	Rental Fee
Standard Pavilion Rental	\$75 daily
Athletic Field or Court - only sport related activities are permitted <i>(Priority is given to the City's regular User groups who maintain the fields on a regular basis.)</i>	Private Use - \$85 daily Tournaments - \$185 daily
Fairgrounds Park – Entire Park Rental <i>Limited dates are available and must be scheduled a year in advance.</i>	\$1,000 per 6 hours + \$25 Admin Fee
Fairgrounds Park Stables <i>(72 Stalls/Stall Area (yard sales, car shows, etc)</i>	\$285 daily
Fairgrounds Park Fit Room: 4-hr minimum rental <i>Rental fee must include time needed for setup and cleanup; see Rental Guidelines</i>	\$50 per hour + \$25 admin fee + \$75 cleaning fee
City Park Band Shell <i>Equipped with a basic PA system, Applicant must supply own microphone, music stands and equipment. Seating area accommodates approximately 300 people.</i>	\$150 daily
City Park Train Hub Pavilion <i>See Rental Guidelines</i>	\$125 per 4 hours
City Park Train Pavilion & Museum <i>Includes the Train Pavilion, access to the Museum and train cars with a staff member for 3 hrs; see Rental Guidelines</i>	\$225 per 3 hours
*City Park Train Pavilion, Museum & Tommy 202 <i>Includes the Train Pavilion, access to the Museum and train cars with a staff member for 3 hrs, and Tommy 202 for 30 minutes: see Rental Guidelines</i>	*\$325 per 3 hours *Tommy 202 not available for rent in 2023
University Plaza <i>Please see Rental Guidelines</i>	\$100 daily Plus Restroom Fee: \$50 (No food/drink) \$100 (With food/drink)



CITY OF HAGERSTOWN, MARYLAND

Park Rules

(Last Revised Feb 2022)

The following rules govern the use of the City of Hagerstown park properties and facilities by members of the public. These rules define the general privilege of use relating to the parks and recreation facilities and do not create rights of use. The Parks and Recreation Division retains the authority to modify these rules at any time, and the Parks management is at their discretion to revoke, suspend, or modify any person's privileges of use upon good cause.

1. Pets are permitted in designated areas only and must be on a lead and in full compliance with the Washington County animal control laws. Pets are not allowed in pavilions, on athletic fields, courts or playgrounds.
2. The use of any tobacco products, e-cigarettes, or vaping is prohibited in all of the parks of the City of Hagerstown.
3. Alcoholic beverages, illegal drugs and weapons are prohibited.
4. The sale of goods or services or the solicitation of donations in exchange for goods or services is prohibited unless such activity is approved by the City in advance or as part of a City-approved event.
5. Any motorized vehicles, motorized scooters, mopeds or any other like recreational motorized devices are prohibited.
6. Bicycles, skateboards, rollerblades, etc, are only permitted in designated areas.
7. Noise level restrictions will be enforced. No form of amplified sound is permitted except in Band Shells, University Plaza, or approved stages.
8. Inappropriate or indecent conduct, harassment and/or language that can create a public nuisance are prohibited.
9. Only the use of City provided grills is acceptable. All other grills or fires are prohibited.
10. Swimming is prohibited in any body of water except Antietam Creek.
11. Fishing is prohibited in any body of water except at Pangborn Park and Antietam Creek. Boating is only permitted on the Antietam Creek. State laws must be adhered to.
12. Tents, pop-up canopies and tarps are prohibited unless authorized in advance by the City. Inflatables are prohibited.
13. Metal detectors are prohibited.
14. Glass containers, gambling, and overnight camping are all prohibited.
15. Operation of hot air balloons, model aircraft, rockets and drones, remote controlled vehicles and all watercraft, etc, are prohibited.
16. Litter and refuse are to be placed in proper receptacles by the User. Confetti is prohibited.
17. Firearms, bows and arrows, devices creating a fire hazard, hunting, trapping, disturbing the wildlife, etc, are prohibited. Paintball activities are prohibited.
18. Interference with employee and/or volunteer duties is prohibited.
19. Parking or driving on turf or unauthorized areas is prohibited.
20. Alteration or installation of equipment (volleyball nets, etc) is prohibited.
21. Defacing of property (indoors or outdoors) is prohibited. Staples, nails, etc are prohibited.
22. Any other conduct that may jeopardize the safety of others is prohibited.
23. Being present on park property other than during the posted hours of operation of "sunrise to one-half hour after sunset" is prohibited unless such activity is approved by the City in advance or as part of a City-approved event.

In addition to facing any applicable civil or criminal penalties, any person who violates any of the foregoing rules may be issued a Letter of No Trespass and be prohibited from entering onto City of Hagerstown park properties.

**Department of Public Works
Parks and Recreation Division**

351 North Cleveland Avenue • Hagerstown, MD 21740
Ph: 301.739.8577 Ext. 169 • Fax: 301.790.0171

FIT ROOM AT FAIRGROUNDS PARK

Rental Guidelines

Located at 532 N. Cannon Ave, Hagerstown, Md, the Fit Room is an indoor facility located at Fairgrounds Park in the upper grandstand, equipped with large windows that fill the room with natural light. When not being used for our fitness classes, this multi-use indoor space is perfect to rent for a business or private event.

The Fit Room is not available for rentals on the following City recognized holiday weekends: New Year's Eve and New Year's Day, Good Friday and Easter Sunday, Memorial Day, 4th of July, Labor Day, Thanksgiving Eve and Thanksgiving Day, Christmas Eve Day and Christmas Day. To check availability, please call 301-739-8577, ext 170.

No alcoholic beverages are permitted. The use of any tobacco products, e-cigarettes, or vaping is prohibited; all Park Rules are part of this application and must be followed, no exceptions.

Parking is allowed in designated parking areas only. Fire exits must NOT be blocked. All exits must be kept clean and unobstructed.

Maximum capacity is 144. Tables and chairs are provided for the rental; it is the Applicant's responsibility to set up the tables and chairs for the event and returned to storage area. There is a commercial sink available but no full kitchen facility.

Decorations must meet the approval of the Recreation staff. Nothing may be hung from the walls or ceilings, unless approved by Recreation staff. Use of any type of lit candles is strictly prohibited. Only candles used for ceremonial purposes may be allowed.

Children must be supervised by an adult throughout the time they are in the building. No pets are allowed within the facility with the exception of guide dogs, unless prior approval is obtained.

Please leave the facility and its contents in the same condition in which you found them. Please place all trash in the trash receptacle outside the facility. The City will not be responsible for any property that is left on the premises by an individual or group.

Applicant will be responsible for the replacement or repairs of any part of the building or its contents therein, which become broken, defaced, damaged or missing, as a result of the rental. Damage fees are assessed by Parks & Recreation Manager and the Applicant can be charged up to \$500 in the following situations or as deemed necessary by Management:

- a. Removal of floor or wall stains requiring more than standard of leaving the room in 'broom swept condition'
- b. Broken furniture.
- c. Defacement of any part of the interior or exterior of the building.
- d. Equipment found to be missing as a result of a group using the building.

Applicant acknowledges responsibility to repair/replace property damaged by the User(s). The Fit Room is monitored by surveillance cameras.

Room is available to Applicant for approved hours only. Applicants are subject to an early entry and late stay fee of \$100/hour if rental goes beyond approved rental hours.

After your request has been approved, payment is accepted by credit card only (no cash or checks). Full payment must be received at least 45 days prior to rented date. A key pickup date will be scheduled the week prior to rental date and a key drop-off date will be scheduled with a staff walk-through site inspection the next business day following the rental date. After-hour contact information and other important information is posted in the Fit Room.

If the rental is for a private event, the insurance requirements do not apply.

CITY PARK TRAIN HUB

Rental Guidelines

Located at 770 City Park Dr., Hagerstown, Md, the Train Hub is located rear of City Park. All located within a gated area, the Applicant has the option to rent just the Pavilion, the Pavilion and the Museum, or the Pavilion, Museum and Tommy 202, our children's tractor wagon ride (when available); fees are charged accordingly. **NOTE: If renting the Tommy 202 children's tractor wagon ride, Applicant understands the risk involved and must sign a liability waiver accepting responsibility for entire group.**

The Train Hub facility is not available for rentals November through March and on the following City recognized holidays: Good Friday and Easter Sunday, Memorial Day, 4th of July and Labor Day.

Mid-April through Mid-October, the Train Hub is open for tours Fridays and Saturdays, 10am – 4pm. To check availability for rentals, please call 301-739-8577, ext 170.

No alcoholic beverages are permitted. The use of any tobacco products, e-cigarettes, or vaping is prohibited; all Park Rules are part of this application and must be followed, no exceptions.

Parking is allowed in designated parking areas only. Fire exits must NOT be blocked. All exits must be kept clean and unobstructed.

Maximum capacity is 125 (picnic table seating).

Decorations must meet the approval of the Recreation staff. Nothing may be hung from the walls or ceilings, unless approved by Recreation staff. Use of any type of lit candles is strictly prohibited. Only candles used for ceremonial purposes may be allowed.

Children must be supervised by an adult throughout the time that they are on the premises. No pets are allowed within the facility with the exception of guide dogs, unless prior approval is obtained.

Please leave the facility and its contents in the same condition in which you found them. Please place all trash in the trash receptacle outside the facility. The City will not be responsible for any property that is left on the premises by an individual or group.

Applicant will be responsible for the replacement or repairs of any part of the building or its contents therein, which become broken, defaced, damaged or missing, as a result of the rental. Damage fees are assessed by Parks & Recreation Manager and the Applicant can be charged up to \$500 in the following situations or as deemed necessary by Management:

- a. Removal of floor or wall stains requiring more than standard of leaving the area in 'broom swept condition'
- b. Broken furniture.
- c. Defacement of any part of the interior or exterior of the building.
- d. Equipment found to be missing as a result of a group using the building.

Payments are accepted via credit card only (no cash, no checks); full payment must be received 45 days before rental.

If the rental is for a private event, the insurance requirements do not apply.

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.



University Plaza Event Questions
(must be included with Park Facility Use Application)

Organization: _____

Date(s) Requested: _____

Name of Event: _____

Will there be alcohol at the event? YES NO

Will there be food vendors? YES NO

Will there be music or other entertainment? YES NO

 If yes, please describe: _____

Will there be tents? YES NO

 If yes, what size? _____

Will other equipment be used? YES NO

 If yes, please describe: _____

Will you require use of the restrooms? YES NO

Will you require electricity? YES NO

 If yes, for what purpose? _____

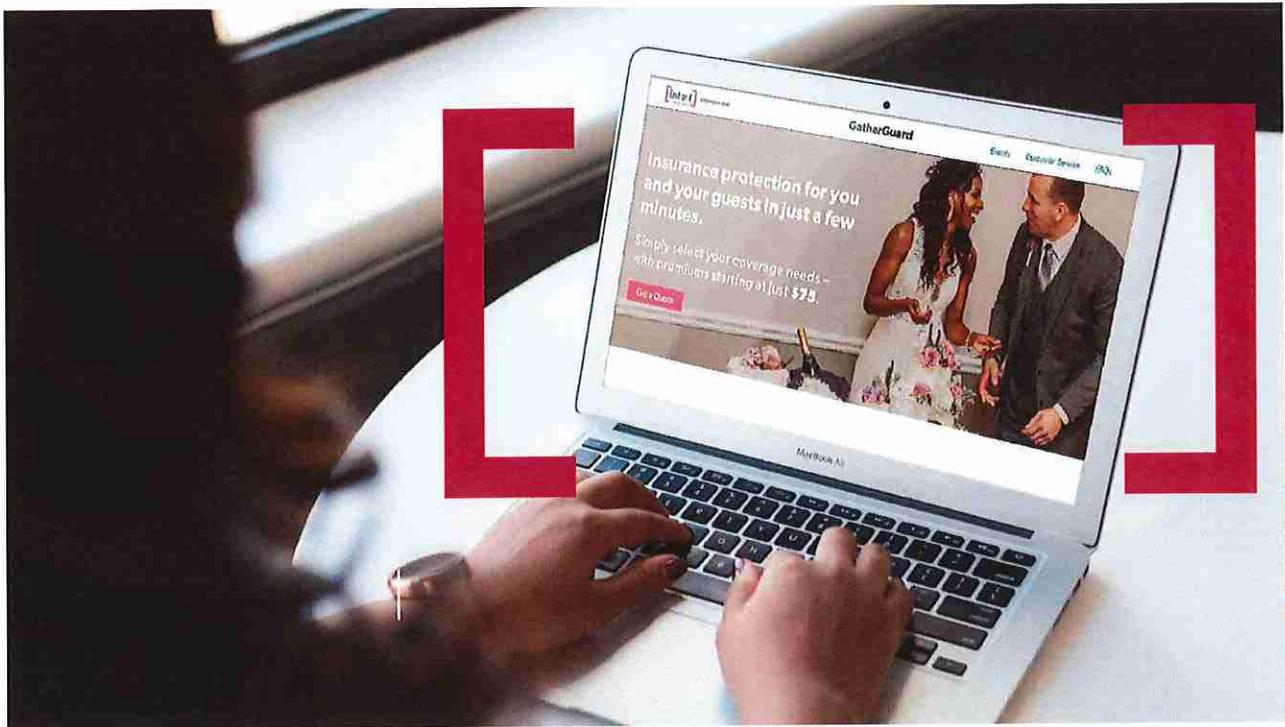
Will admission be charged? YES NO

Is this a private, invitation-only event? YES NO

Is this event free and open to the public? YES NO

Number of people expected: _____

Any other special needs? _____



Intact Entertainment

| GatherGuard Purchasing Instructions

Special events, whether a wedding reception or a professional seminar, involve considerable coordination between host and event staff. But despite careful planning the unexpected may occur—exposing the host to potential liability for bodily injury or property damage. Intact Entertainment can help with GatherGuard—a general liability insurance program that provides low-cost coverage for special events.

Purchasing Instructions:

GatherGuard is accessible through two easy methods:

Tip: Internet Explorer is not supported, for the best experience, please use the Chrome, Safari or Firefox browsers

Venue ID Codes

- Visit our website at gatherguard.com
- Select Get a Quote and answer a few questions about your event
- Where prompted, enter the applicable venue ID code provided by your venue, or search for your venue
- Complete the application and purchase coverage

Direct Referral Link

- Visit the website provided by the venue containing the referral link
- Click the referral link
- Complete the application and purchase coverage

You can verify the additional insured information before completing your purchase by using the “Preview my certificate language” link found at the righthand side of the application. Once the application has been completed, and credit card payment confirmed, you will receive an email with a full copy of your policy and certificate of liability insurance.

Purchasing tip: Purchase your coverage several days in advance of your event to leave time for any changes that may need to be made.

Sample Policy

You can view a sample policy at any time. Simply click “View Sample Policy” located at the bottom of our website homepage or on each page of the quote/purchasing process.

Contact Us

Customer Service is available to assist with questions at **844-747-6240**, Monday through Friday from **8:00 a.m. to 8:00 p.m.** Eastern Time.

About Intact Insurance Specialty Solutions

Throughout the United States, Intact Insurance Specialty Solutions’ underwriting companies offer a broad range of specialty insurance products through independent agencies, regional and national brokers, wholesalers and managing general agencies. Each business is managed by an experienced team of specialty insurance professionals focused on a specific customer group or industry segment, and providing distinct products and tailored coverages and services. Targeted solutions include group accident and health; commercial and contract surety; entertainment; environmental; excess property; financial institutions; financial services; inland marine; management liability; ocean marine; technology; and tuition refund. For further information about U.S. products and services visit: intactspecialty.com.

Intact Insurance Specialty Solutions is a marketing brand for the insurance company subsidiaries of Intact Insurance Group USA LLC, a member of Intact Financial Corporation (TSX: IFC), the largest provider of property and casualty insurance in Canada, a leading provider of global specialty insurance, and, with RSA, a leader in the U.K. and Ireland. The insurance company subsidiaries of Intact Insurance Group USA LLC include Atlantic Specialty Insurance Company, a New York insurer, Homeland Insurance Company of New York, a New York insurer, Homeland Insurance Company of Delaware, a Delaware insurer, OBI America Insurance Company, a Pennsylvania insurer, OBI National Insurance Company, a Pennsylvania insurer, and The Guarantee Company of North America USA, a Michigan insurer. Each of these insurers maintains its principal place of business at 605 Highway 169 N, Plymouth, MN 55441, except The Guarantee Company of North America USA, which is located at One Towne Square, Southfield, MI 48076. For information about Intact Financial Corporation, visit: intactfc.com.

Quick Tips Understanding the Acord Certificate of Insurance

City of Hagerstown

1. PRODUCER Insurance Agent/Broker who issues certificate.

2. NAME OF INSURED Must be the legal name of the contracting party.

3. TYPES OF INSURANCE Must include the types of insurance required by the contract.

4. POLICY FORM "Claims Made" or "Occurrence" form.

5. NAMED ADDITIONAL INSURED the City of Hagerstown must be named additional insured.

6. CERTIFICATE HOLDER Must be the City of Hagerstown

7. DATE CERTIFICATE ISSUED Must be current.

8. POLICY EFFECTIVE DATE Must be prior to or coincidental with effective date of contract or event.

9. POLICY EXPIRATION DATE If occurrence form, date must be on or after termination of contract or event.

10. LIMITS OF INSURANCE Must be the same or greater than required by the contract.

11. DESCRIPTION OF OPERATIONS City of Hagerstown is often named additional insured here; place and event sometimes described here.

12. AUTHORIZED REPRESENTATIVE Must be signed, not stamped

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/16/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AISEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements.

PRODUCER: John Doe Insurance Broker, Ph: (123) 456-7890, PO Box 123456, Tampa, ID 83111

INSURED: Acme Special Event Services, PO Box 456789, Boise, ID 83700

CONTACT: John Doe - Agent, Ph: (123) 456-7890, FAX: (123) 456-7890, Address: john.doe@company.com

INSURERS: Insurance Company 1 (123456), Insurance Company 2 (789123)

CERTIFICATE NUMBER: 1234567890, REVISION NUMBER: [blank]

TYPE	TYPE OF INSURANCE	DESCRIPTION	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	123456	123456	03/16/2012	03/16/2013	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 1,000,000
AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/> ANY AUTO	799101112	799101112	03/16/2012	03/16/2013	AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> NON-SCHEDULED AUTO					AGGREGATE \$ 1,000,000
UMBRELLA LIAB	<input checked="" type="checkbox"/> EXCESS LIAB	101112131415	101112131415	03/16/2012	03/16/2013	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> RETENTION \$ 10,000					AGGREGATE \$ 10,000,000
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	ANY PERSONS OR PART-TIME/SEASONAL/OFFICER/DIRECTOR EXCLUDED? (mandatory in HI)	0123456789	0123456789	03/16/2012	03/16/2013	E.L. EACH ACCIDENT \$ 500,000
						E.L. EMPLOYEE - EA EMPLOYEE \$ 500,000
						E.L. EMPLOYEE - POLICY LIMIT \$ 500,000
Prof Liability		789456123	789456123	03/16/2012	03/16/2013	\$IR \$500K

DESCRIPTION OF OPERATIONS: Locations/Vehicles (Attach ACORD 101 Additional Remarks Schedule if more space is required)
Event Date (MM/DD/YYYY): Event Name OR Contract number: XXX-XXX-XXXX
City of Boise is an additional insured as respects to the general liability policy where required by written contract.

CERTIFICATE HOLDER: City of Boise, Attn: DEPARTMENT OR CONTACT (optional), PO Box 500, Boise, ID 83701

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: [Signature Line]
AUTHORIZED SIGNATURE HERE: [Signature Line]

ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD.

1. THE PRODUCER: Produces or orders Certificate for insured; answers questions, revises certificate to meet contract requirements.
2. NAME OF INSURED: Must be the legal name of contracting party.
3. TYPES OF INSURANCE: Must include types required by contract.
4. POLICY FORM: Will indicate claims-made or occurrence form.
5. NAMED ADDITIONAL INSURED: The Certificate must state, either under Description of Operations, check box in the appropriate column, or by attached endorsement, that the City of Hagerstown is additional insured.
6. COI HOLDER: Must be the City of Hagerstown, 1 E. Franklin St. Hagerstown, MD 21740
7. DATE CERTIFICATE ISSUED: Must be current.
8. POLICY EFFECTIVE DATE: Must be prior to or coincidental with effective date of contract or event.
9. POLICY EXPIRATION DATE: For "occurrence" form coverage, date should be on or after the termination date of contract or event; if "claims-made coverage", coverage must survive for a period not less than three years following termination of contract or event and shall provide for a retroactive date of placement prior to or coinciding with the effective date of contract or event.
10. LIMITS OF INSURANCE: Must be the same or greater than required by the contract.
11. DESCRIPTION OF OPERATIONS: Review information in this section to determine it is consistent with contract or event.
12. NOTICE OF CANCELLATION: In the event the insurance minimums are changed, Contractor shall immediately submit proof of compliance with the changed limits.
13. AUTHORIZED REPRESENTATIVE: Must be signed by an authorized representative of Producer.

ORGANIZED RALLIES/DEMONSTRATIONS

(Hagerstown Police Department will be notified)

For organized rallies, demonstrations, meetings, walks, marches or other activities in the parks of the City, in addition to the laws of the City and the State of Maryland, please note that the following guidelines apply:

1. Parks are public forums so First Amendment protected conduct is allowed but public safety is our top priority.
2. For smaller activities in the parks of less than approximately 50 people, the City does not issue any permits but we request the organizers provide the Parks Division staff a) their contact information (organization), b) date, time and location of the event, and c) anticipated number of participants. If the event will involve approximately 50 people or more, the City may require the organizer to rent a pavilion or an entire park and pay the applicable fees. The Parks staff will notify the Hagerstown Police Department about the event.
3. Signs cannot be placed/staked on park property. A sign may be displayed on a legally parked vehicle, displayed on clothing or held by a person.
4. Ingress/egress of vehicular/pedestrian traffic may not be blocked or impeded in any way by the activity. Participants shall not obstruct the passage of pedestrians or vehicles.
5. All applicable sections of Chapter 173 "*Peace and Good Order*" of the Code of the City of Hagerstown shall apply and be followed by event participants. Per Section 26, event participants are prohibited from "aggressive soliciting". The Code is viewable at <https://www.ecode360.com/9907390>
6. All applicable sections of Chapter 155 "*Noise*" of the Code of the City of Hagerstown shall apply and be followed by the event participants. The Code is viewable at <https://www.ecode360.com/9907364>
7. The City reserves the right to consider placing reasonable time/place/manner restrictions on the activity.
8. Organizers are encouraged to contact the Hagerstown Police Department to advise them of the event.
9. Standard Park Rules apply.

CROWD CONTROL GUIDELINES

(National Fire Protection Association)

NFPA 1 FIRE CODE (2018 edition) chapter 20, section 20.1.5.6 – Crowd Managers

Section 20.1.5.6.1 – Assembly occupancies shall be provided with a minimum of one trained crowd manager or crowd manager supervisor. Where the occupant load exceeds 250, additional trained crowd managers or crowd manager supervisors shall be provided at a ratio of 1 crowd manager or crowd manager supervisor for every 250 occupants.

Section 20.1.5.6.2 – The crowd manager and crowd manager supervisor shall receive approved training in crowd management techniques.

Section 20.1.5.6.3 – Duties and responsibilities of the crowd manager and crowd manager supervisor shall be documented within a written emergency plan as required.

Section 20.1.5.6.4 – The training for the duties and responsibilities of crowd managers shall include the following:

- (1) Understanding crowd manager roles and responsibilities
- (2) Understanding safety and security hazards that can endanger public assemblies
- (3) Understanding crowd manager techniques
- (4) Introduction to fire safety and fire safety equipment
- (5) Understanding methods for evacuations and movement
- (6) Understanding procedures for reporting emergencies
- (7) Understanding crowd management emergency response procedures
- (8) Understanding the paths of travel and exits, facility evacuation and emergency response procedures and, where provided, shelter-in-place procedures
- (9) Familiarization with the venue and guest services training.
- (10) Other specific event-warranted training.

Note: These are basic guidelines only. If you anticipate more than 250 people, you must call the City of Hagerstown Fire Marshal at 301-739-8577, ext 105, before submitting the Facility Use Application for our approval.