

Town Manager or designee 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 RESERVATIONS:** Full deposit and payment for a reservation is due upon submission of the Facility Use Application. Payment can be made with credit card or check. Checks should be made payable to "Town of Millville."
- 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 sheet8. These fees are established by the Town Council.
- 1.10 FREQUENCY AND NUMBER OF USES:** The frequency and number of uses by an applicant may be restricted to ensure a fair distribution of uses between eligible applicants and to avoid a disproportionate use by one or more applicants. A maximum use of facilities of once per month may be applied. Pickleball tournaments will be limited to once per month regardless of who reserves the courts.
- 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 employees or agents (excluding tables and chairs). All rooms used will be in the same condition as when arrived. 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. All garbage is to be disposed of in the appropriate dumpster receptacles located in the rear parking lot.** The applicant shall neither damage nor permit damage to Town property. If Town property is damaged, the applicant is required to report it to the Town Manager or designee immediately 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 fee against the applicant and may be charged against the deposit.**
- 1.13 LIABILITY INSURANCE:** All applicants must sign and submit the Indemnification and Hold Harmless Clause, Clean-up Responsibility and Liability Statement Clause. An applicant **may** be required to provide a certificate of insurance for certain uses. If the use is for a tournament, sporting event or special event, then the applicant shall provide the Town with a certificate of occurrence for comprehensive general liability insurance with a value of \$1,000,000. The exact wording on the certificate should be "The Town of Millville, 36404 Club House Road, Millville, DE 19967" **as an additional insured.** 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 discretion of the Town Manager or designee for any reason if the approved event or reservation interferes with any Town of Millville projects, events, or any other necessary government function. Such action may be directed at any time.

If weather conditions make playing circumstances unsafe, impractical, and/or open area or Town property vulnerable to excessive damage, the Town Manager or designee has the authority to cancel or postpone a reservation.

Neither the Town nor the approved applicant are liable for failure to perform their obligation if such failures are a result of force majeure events, including fire, flood, earthquake, storm, hurricane or