

## *Special Use Permit Guidelines*



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*Special Event and Special Use Permit Guidelines*

**TABLE OF CONTENTS**

A. PERMIT PROCESS..... PAGE 3

B. INSURANCE / PERFORMANCE BOND..... PAGE 4

C. ADDITIONAL PERMITS AND DOCUMENTATION.....,..... PAGE 4

D. TERMS AND CONDITIONS..... PAGE 5

E. DISCLAIMERS..... PAGE 7

F. FIRST AMENDMENT GUIDELINES..... PAGE 7

G. BOAT DOCKING..... PAGE 8

H. PHOTOGRAPHY..... PAGE 8

I. BREAKING NEWS..... PAGE 8

J. APPEALS PROCESS..... PAGE 9

## A. PERMIT PROCESS

*The New Jersey Department of Environmental Protection (DEP), through the State Park Service (SPS), is the only agency that may authorize, approve and schedule events within State Parks, Forests, and Historic Sites. All Special Event Permit Applications must be submitted to the New Jersey State Park Service through the Park Superintendent under whose jurisdiction the site of interest (State Park, Forest, or Historic Site) may lie. Applications must be submitted in a timely manner to allow sufficient time for planning and permitting purposes. Please keep in mind that the larger and more complex an event is, the more time required for the planning and permitting process (e.g. a concert involving several thousand attendees, should begin at least one year prior to the proposed date). However, all information, fees, insurance and execution of the permit must be completed at least 30 days in advance of the event date. Failure to have the permit completed 30 days in advance of the proposed event date may result in your Special Event Application being denied.*

- a. The first step in the permit process is to complete the Special Event Application. In order to ensure adequate time for permit processing, the application and appropriate application fee should be submitted to the SPS at least 90 days prior to the event. Incomplete applications will not be accepted. If the event is large, complex or a concert type event, at least one-year notice is recommended. Applications can be accepted 16 months prior to event.
- b. Upon review of the Special Event Application, park staff may require a detailed Operations Plan to be completed. The Operations Plan needs to be completed 60 days prior to the date of the event (larger events will require more time).
- c. As the applicant is completing the Operations Plan, the applicant may schedule on-site visit(s) with designated site personnel to conduct a walk-through of the site and answer questions.
- d. Once the applicant has completed the Operations Plan, it must be submitted to the designated personnel, who will then schedule a meeting to review required revisions.
- e. After revisions are submitted and final plans are approved, SPS staff will generate a Special Use Permit (SUP) and estimate of fees for services. The estimate of fees will be described in two sections, "Facility Fees" and "NJ State Park Police Labor Fees". Facilities Fees are to be paid prior to the event; NJ State Park Police Labor Fees will be invoiced after the event.
- f. Once the final permit is signed and Facility Fees are paid, the applicant is authorized to have the event. Advertising for event must not occur prior to the permit being signed. If early advertising is needed you will need to begin the permit process further in advance.
- g. No changes to the permit will be allowed unless submitted in writing and approved by the Park Superintendent. Submittals for change must be received at a minimum of 14 days prior to event.
- h. Failure to comply with any of the above requirements may result in the Special Event Application being denied.
- i. Failure to respond to a request from the DEP or SPS within 7 business days may result in cancellation of the application.

## B. INSURANCE AND PERFORMANCE BOND

A certificate of insurance (COI), which meets or exceeds the standards below, must be submitted at least 30 days before an event. A COI which meets these standards is additionally required for any and all vendors that will be operating on State property as part of the event. Insurance requirements are non-negotiable.

**The specific site of interest (State Park, Forest, or Historic Site) must be named as the certificate holder. The insurance to be provided by the permittee shall be as follows:**

- a. **General liability policy** as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:
  1. GENERAL COMMERCIAL LIABILITY
  2. PRODUCTS/COMPLETED OPERATIONS
  3. PREMISES/OPERATIONS

The limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit. **The State of New Jersey, Dept. of Environmental Protection, Division of Parks and Forestry and the State Park, Forest, or Historic Site being utilized, shall be named as an "Additional Insured"**.

- b. **Workers' Compensation Insurance** applicable to the laws of the State of New Jersey and Employer's Liability Insurance with limits not less than:  
  
\$1,000,000 **BODILY INJURY, EACH OCCURRENCE**  
\$1,000,000 **DISEASE EACH EMPLOYEE**  
\$1,000,000 **DISEASE AGGREGATE LIMIT**
- c. **Automobile liability insurance** which shall be written to cover any automobile used by the insured. Limits of liability for bodily and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- d. **Coverage for alcoholic beverage service** shall be procured if alcoholic beverages are to be served.
- e. Performance and Payment Bond, if required by the Department, in an amount as dictated on the permit to ensure the completion of post-event repairs.
- f. Any other insurance or bonds in the types and amounts a dictated on the permit and as required by the Department.

## C. ADDITIONAL PERMITS AND DOCUMENTATION

- a. Applicant may be required to contact municipal, county, state or federal authorities to inquire about other permits necessary to carry out their event. SPS personnel will offer assistance in providing points of contact and information regarding the possible requirements of these offices.
- b. Copies of all permits must be provided to the SPS prior to the event. If the applicant has contracted with vendors or subcontractors, all permits, and documentation must also be provided prior to the event.

- c. Non-profit organizations must provide proof of their federal non-profit status. If the event is a fundraiser, a Letter of Compliance from the NJ Division of Consumer Affairs – Charities Registration Section must be provided as well.
- d. Organizations/Businesses that are having special events and charging fees for attendance and sales of products will need to provide a copy of their Business Registration Certificate from the New Jersey Division of Revenue. Any and all vendors selling products as part of the event will also need to provide copy of their Business Registration Certificate from the New Jersey Division of Revenue.

#### **D. TERMS AND CONDITIONS**

- a. Special Event Applications are considered on a first come, first served basis and determined on a site's ability to accommodate the proposed event. Only one Special Event Application per site, per day, will be accepted.
- b. Permits may not be assigned, in whole or in part, to any other person or entity.
- c. No signs or advertisements of any kind shall be painted or posted on the premises other than those approved in writing by the Park Superintendent.
- d. Site rental is "as is". The applicant must provide all amenities, e.g. chairs, tables, amplification equipment, water, electric power, etc.
- e. Requests for the exclusive use of specified areas must be made at time of application. Public thoroughfares must remain open at all times.
- f. The permittee shall not charge any fee for use of the premises by any individual, group, entity, organization, etc. without the written approval of the Park Superintendent.
- g. The DEP's authorized representatives shall at all times have access to the premises and/or structures described herein.
- h. Applicant must check in at the Park Office or with the assigned event liaison upon arrival and prior to any deliveries or set-up.
- i. Permittee must have a representative on site to direct all deliveries and pick-ups, the site and SPS personnel will not accept nor be responsible for deliveries. Deliveries without applicant representation will be turned away.
- j. The permittee shall commit no act of waste. The permittee shall take good care of the premises. Upon the termination or expiration of this permit, the permittee shall surrender the premises and the improvements thereon to the DEP in as good condition and repair as reasonable and proper use of the premises thereon will permit, normal wear and tear excepted. Permittee is responsible for all damage from the permittee's contractors and subcontractors, employees, agents, and participants of permittee's event.
- k. The permittee agrees to abide by the existing rules and regulations of the DEP or those hereafter adopted concerning the use of the premises and shall advise others governed by this permit to obey such rules and regulations.
- l. The permittee shall, at the permittee's sole cost and expense, keep and maintain the premises in a neat, clean, and sanitary condition. The permittee shall, at the permittee's own expense, make arrangements to pick-up, remove or dispose of all garbage, rubbish, or other waste accumulated on the premises by the permittee, the permittee's contractors and subcontractors, employees, agents, and participants of permittee's event.

- m. The permittee shall not erect any structures, make any additions or modifications to existing structures, or modify the premises in any way whatsoever without the approval in writing from the Park Superintendent.
- n. This permit shall expire on the last day of the term granted hereunder and may be renewed only upon the acceptance by the DEP.
- o. The permittee shall, during the term of this permit, promptly pay when due all taxes and/or assessments, together with interest and penalties thereon that are levied upon or assessed by any government body by reason of the permittee's use of the premises. The permittee immediately shall forward any notice of such tax payment to the DEP and any notice of assessment, tax bill, or any other notice, correspondence or document relating to local property taxation of the premises to the DEP.
- p. The permittee shall comply with any requirements of the federal, State, and municipal authorities in respect to the aforesaid premises.
- q. The permittee shall, in the use of the premises, conform to all laws, orders and regulations of the federal, State and local governments pertaining to the premises and the permittee's use of the premises. These laws include, but are not limited to, the State's land use laws which are overseen and permitted by the DEP's Division of Land Use Regulation. For more information, see <http://www.state.nj.us/dep/landuse/>.
- r. The permittee shall be solely responsible for supervision of the event, activity, service, or other permitted activity as well as the activities of any and all subcontractors. The permittee shall immediately notify the Park Superintendent or other authorized DEP staff of any and all incidents whether resulting in injury or not, violations of the permit, violations of the law, or any other such incidents.
- s. The permittee shall be responsible for the protection of their personal property. The DEP nor the site shall be liable to the permittee for any loss, damage, or destruction of the permittee's personal property.
- t. As part of the permit process the applicant will have to sign a photo/video release waiver to allow site personnel to take photos or video of the event to use for archival documentation or for promotional or educational purposes.
- u. The permittee shall not abuse, mutilate, injure, remove, or destroy any living plant without the permission of the Superintendent. All abused, mutilated, injured, removed, or destroyed plants shall be replaced per the Superintendent's plan for restoration.
- v. The permittee shall not abuse, mutilate, injure, remove, or destroy any living animal. If permittee abuses, mutilates, injures, removes, or destroys a living animal, permittee shall be subject to the fines, penalties, and punishment as allowed by law.
- w. The permittee shall not abuse, mutilate, injure, remove, or destroy any structure or physical feature. If permittee abuses, mutilates, injures, removes, or destroys any structure or physical feature, permittee shall be responsible for the full cost of repairing or replacing such structure or physical feature at permittee's sole expense.
- x. The permittee shall not abuse, mutilate, injure, remove, or destroy the ground or any land without the permission of the Superintendent. Any abused, mutilated, injured, removed, or destroyed ground or land shall be restored per the Superintendent's plan for restoration.

- y. The permittee shall, for the permittee and the permittee's successors and assigns, assume all risks and liabilities arising out of the permittee's use, operation, and maintenance of the premises. The permittee covenants to defend, protect, indemnify, and save harmless the DEP and hereby releases the DEP and each of its officers, agents, employees, successors, and assignees from and against any and all such liabilities, losses, damages, costs, expenses (including reasonable attorney's fees and expenses), causes of action, suits, claims, demands, or judgments of every nature arising from or claimed to arise, in whole or in part, in any manner out of, be occasioned by, or result from any injury to, or the death of, any person in or on, or any damage to property which occurs in, on, or about the premises, or in any manner growing out of or connected with the use, nonuse, or condition of the premises; violation of any condition of this permit by the permittee, its agents, employees, contractors, invitees (express or implied), or anyone claiming by or through the permittee; violation by the permittee of any federal, State, or local law, ordinance, or regulation affecting the premises and/or the permittee' use thereof; or any act, error or omission by the permittee, its agents, employees, contractors, invitees (express or implied), or anyone claiming by or through the permittee in the performance of this permit. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this permit.

## E. DISCLAIMERS

- a. The permitted area may be unavailable for an event or a portion thereof because of fire, flood or other emergency over which the DEP has no control. The DEP, because of emergency may find it necessary to postpone, cancel or move the event location or date. Neither the DEP nor the site being utilized will be liable to indemnify or reimburse the applicant of any damage or loss arising because of such an emergency action.
- b. All site construction and capital improvement or maintenance projects may take precedence over events. However, after an agreement is made with The DEP to hold an event, the DEP will not plan or conduct operations that would substantially hinder the operations of the event.
- c. Permits do not include rain dates.
- d. Information provided to DEP as part of the special use permit process, may be subject to review and inspection under the **Open Public Records Act** (*N.J.S.A 47:1A-1*).

## F. FIRST AMENDMENT GUIDELINES

The New Jersey Department of Environmental Protection will allow public assemblies, meetings, demonstrations, religious activities and other public expressions of views conducted under the First Amendment of the U.S. Constitution in parks, in accordance with State Park Service regulations provided that a permit has been obtained from the Park Superintendent.

To ensure public safety, protect site resources and avoid assigning the same time and location to two or more activities, the State Park Service may manage these activities by regulating the time, location, number of participants, use of facilities and number and types of equipment used, but not the content or message.

Locations within the site that are available for public assemblies and other First Amendment activities, including the distribution of printed matter, will be designated on a map by the Park Police Sergeant. When the DEP allows one group to use an area or facility for expressing views, it must allow all other groups a similar opportunity, if requested.

No group wishing to assemble lawfully may be discriminated against or denied the right of assembly, provided that all applicable permit criteria and requirements are met. Whenever

religious activities are conducted in parks, any State Park Service actions pertaining to them must reflect a clearly secular purpose, must have a primary effect that neither advances nor inhibits religion and must avoid excessive governmental entanglement with religion.

New Jersey State Park Service Staff on duty at an area in which a First Amendment activity is being conducted will be neutral toward the activity but will remain responsible for the protection of participants, spectators, private property, public property and park resources. On duty staff may not participate in the First Amendment activity. State Park employees exercising their First Amendment rights when off duty will not imply any Official State Park Service endorsement of the activity.

## G. BOAT DOCKING

- a. Designated docking facilities are for the loading and unloading of passengers only. Loading of supplies at the dock site is prohibited.
- b. Parking adjacent to docking facility is limited. Boat passenger parking is in designated parking areas only.
- c. Permit holders are responsible for checking the current status of the channel markers, water depth and lighting to insure that it is adequate for their vessel.
- d. The applicant is responsible for supplying all required passenger safety equipment, including but not limited to a gangplank.

## H. PHOTOGRAPHY

- a. Definitions:
  - i. **Movie** is defined as a major motion picture production.
  - ii. **Video** is all motion filming that is not a major motion picture production.
  - iii. **Still** is any single frame photography.
  - iv. **Student** is still photography or video that is part of a high school, college or university course curriculum with the purpose of teaching photography methods. The images captured may not be used commercially.
- b. For commercial photography only, and on a case-by-case basis as determined by the Park Superintendent, the 30-day permit-signing deadline may be waived. This decision will be made based on complexity of event and available resources of the site.
- c. Permit conditions may require site personnel to be assigned to your shoot to provide for public safety and resource protection. We may not be able to accommodate changes. To ensure a successful shoot please submit a complete and accurate application in a timely manner.
- d. Applicant must provide a copy of final product to the DEP for archival purposes.
- e. Any and all credit for production must cite "State of New Jersey – (Name of specific site)".

## I. BREAKING NEWS

- a. Breaking News is defined as an unplanned currently occurring event that is being covered by credible press agencies.
- b. Prior to setup for a Breaking News Event the applicant must fill out a Press Application at the Park Office.



**J. APPEAL PROCESS**

If an applicant's permit is rejected for any reason by the Superintendent of the site, and the applicant wishes to appeal the decision they may do so. As per Executive Order #138 signed by Acting Governor Donald T. DiFrancesco, the New Jersey Department of Environmental Protection, through the State Park Service, is the only agency that may authorize, approve and schedule events within State Parks, Forests, and Historic Sites. All written appeals will be heard by the Director of the State Park Service