

LIBERTY STATE PARK

Special Event and Special Use Permit Guidelines



Liberty State Park
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Liberty State Park

Special Event and Special Use Permit Guidelines

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A. PERMIT PROCESS

All Special Use Permit Applications must be submitted to the New Jersey Department of Environmental Protection (DEP) through Liberty State Park (LSP). Applications must be submitted in a timely manner to allow sufficient time for planning and permitting purposes. The DEP is the only agency that may approve events in LSP. 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.

No vehicles are permitted to drive or park on the grass in Liberty State Park.

- a. The first step in the permit process is to complete the LSP Special Event Application. In order to ensure adequate time for permit processing, the application and appropriate application fee should be submitted to LSP 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, LSP personnel will require a detailed Operations Plan to be completed. The Operations Plan needs to be completed 60 days prior to the date of special 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 LSP 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 LSP personnel, who will then schedule a meeting to review required revisions.
- e. After revisions are submitted and final plans are approved, LSP 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 to LSP 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 at LSP. 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 LSP within 7 business days may result in cancellation of the application.

B. FEES

All fees must be paid by credit card or check made payable to the “Treasurer, State of New Jersey”. Fees are subject to change without prior notice. Depending on the scale and complexity of some special events the following fees may not comply fully. In that case, Liberty State Park will provide an assessed fee based on the operations plan submitted by the applicant and approved by the Park Superintendent.

Special Use Permit Application fee

(non-refundable and required at time of submission)

NJ - Non-Commercial	\$60.00 per permit
Out of State - Non-Commercial	\$75.00 per permit
NJ - Commercial	\$150.00 per permit
Out of State - Commercial	\$200.00 per permit

State Park Personnel Labor	\$60.00/hour per employee
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Commercial Photography

Commercial Still and Video Photography	\$2,500.00 per day
Commercial Movie	\$2,500.00 per day

Student Video	\$55.00 per day
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Historic CRRNJ Train Terminal

CRRNJ Terminal Waiting Room	\$3,900.00 per day
CRRNJ Terminal Concourse	\$2,200.00 per day
CRRNJ Terminal Tunnels (North & South)	\$580.00 each, per day
CRRNJ Blue Comet Auditorium	\$1,200.00 per day
CRRNJ Riverside Conference Room	\$700.00 per day
CRRNJ Classroom # 206A	\$400.00 per day
CRRNJ Classroom # 206B	\$500.00 per day
CRRNJ Classroom # 306	\$800.00 per day
CRRNJ Terminal - Ticketed Event	10% of gross revenue, plus applicable fees

Boat Docking

Terminal Boat Dock	\$500 per trip (arrival & departure)
Park Office Dock	\$325 per trip (arrival & departure)

Field Fee

General Field (also for setup and breakdown)	\$450 per day
South Lawn or Freedom Field	\$400 half field, \$600 full field

Green Ring & Crescent Field

Green Ring Field	\$10,000 + \$200 per extra acre
Green Ring Field (Non-Profit)	\$1,000 + \$200 per extra acre

Parking Lot

Reserve Parking Lot	\$7 per car or space - \$10 per bus
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Commercial Ticketed Event (Outdoor)	5% of gross revenue, plus applicable fees
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C. 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 in Liberty State Park as part of the event. Insurance requirements are non-negotiable.

Liberty State Park, 200 Morris Pesin Drive, Jersey City, NJ 07305 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 Liberty State Park, 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.

D. 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 at Liberty State Park. LSP personnel will offer assistance in providing points of contact and information regarding the possible requirements of these offices.
- b. Examples of possible applicable permits and authorizing agencies include but are not limited to: See Attachment (II) of this document for **Additional Permitting Agency Contact List**.
- c. Copies of all permits must be provided to LSP prior to the event. If the applicant has contracted with vendors or subcontractors, all permits and documentation must also be provided to LSP prior to the event.

ADDITIONAL PERMITS AND DOCUMENTATION (CONTINUED)

- d. 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.
- e. 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.

E. TERMS AND CONDITIONS

- a. Special Event Applications are considered on a first come, first served basis and determined on the Park'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. Balloons are prohibited within the park.
- i. Applicant must check in at the Park Office or with the assigned event liaison upon arrival and prior to any deliveries or set-up.
- j. Permittee must have a representative on site to direct all deliveries and pick-ups, LSP will not accept nor be responsible for deliveries. Deliveries without applicant representation will be turned away.
- k. 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.
- l. 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.

TERMS AND CONDITIONS (CONTINUED)

- m. 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.
- n. 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.
- o. This permit shall expire on the last day of the term granted hereunder and may be renewed only upon the acceptance by the DEP.
- p. 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.
- q. The permittee shall comply with any requirements of the federal, State, and municipal authorities in respect to the aforesaid premises.
- r. 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/>.
- s. 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 Park 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.
- t. The permittee shall be responsible for the protection of their personal property. The DEP nor LSP shall be liable to the permittee for any loss, damage, or destruction of the permittee's personal property.
- u. As part of the permit process the applicant will have to sign a photo/video release waiver to allow Liberty State Park to take photos or video of the event to use for archival documentation or for promotional or educational purposes.
- v. 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.
- w. 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.

TERMS AND CONDITIONS (CONTINUED)

- x. 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.
- y. 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.
- z. 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.

F. 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 LSP will be liable to indemnify or reimburse the applicant of any damage or loss arising because of such an emergency action.
- b. All Liberty State Park construction and capital improvement or maintenance projects may take precedence over events. However, after an agreement is made with Liberty State Park to hold an event, Liberty State Park 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 Liberty State Park 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*).

G. 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 Park 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 Park 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 State Park Service 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.

H. 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.

I. 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.

PHOTOGRAPHY (CONTINUED)

- 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 at LSP.
- c. Permit conditions may require park 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 Liberty State Park for archive purposes.
- e. Any and all credit for production must cite “State of New Jersey – Liberty State Park”.

J. 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.

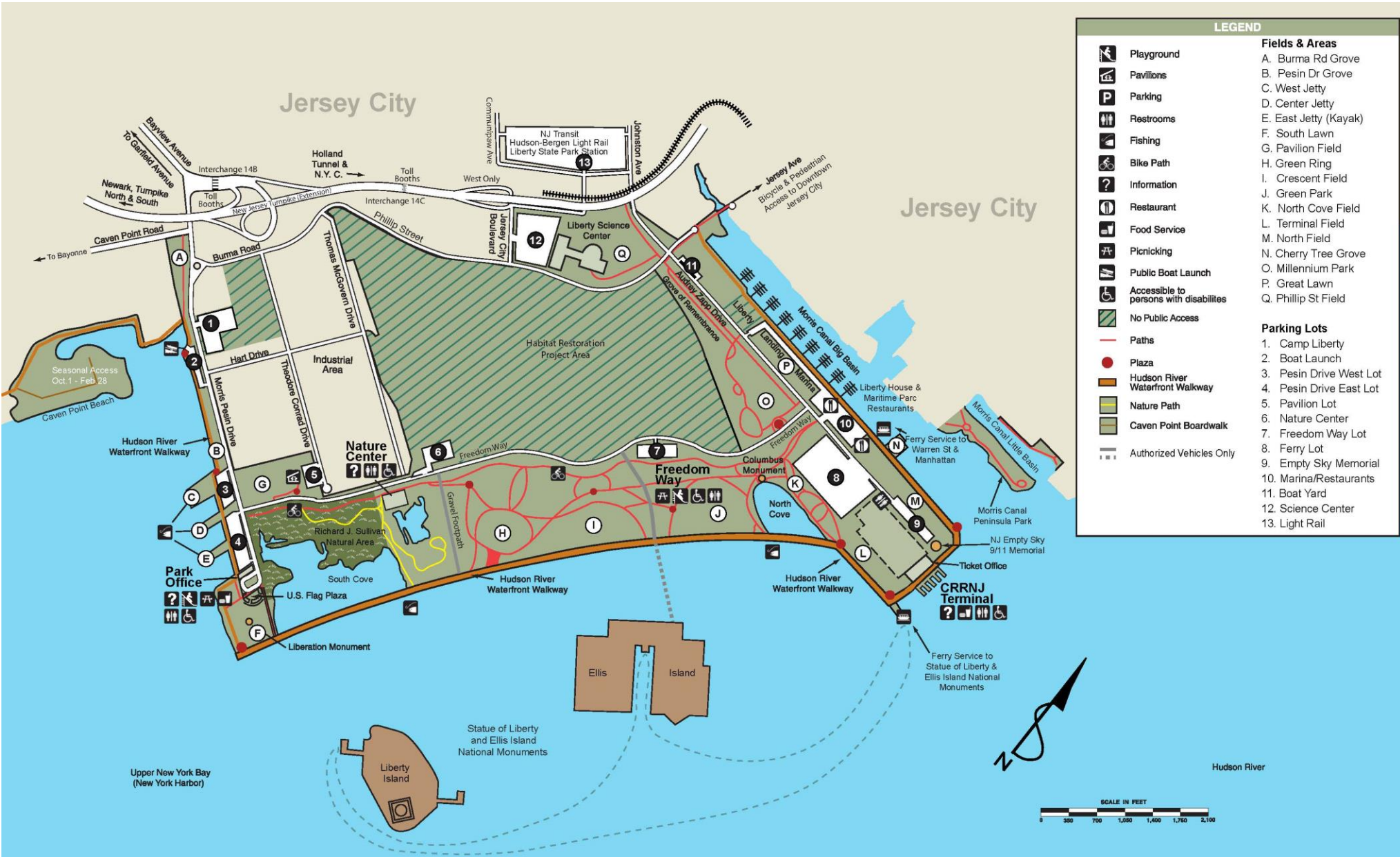
K. APPEAL PROCESS

If an applicant’s permit is rejected for any reason by the Superintendent of Liberty State Park, 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 Department of Environmental Protection is the only agency that may authorize, approve and schedule events within Liberty State Park. All written appeals will be heard by the Director of the State Park Service.

L. ATTACHMENTS

See next page(s) or attached documents

I. Liberty State Park Guide Map



LEGEND	
	Playground
	Pavilions
	Parking
	Restrooms
	Fishing
	Bike Path
	Information
	Restaurant
	Food Service
	Picnicking
	Public Boat Launch
	Accessible to persons with disabilities
	No Public Access
	Paths
	Plaza
	Hudson River Waterfront Walkway
	Nature Path
	Caven Point Boardwalk
	Authorized Vehicles Only
Fields & Areas	
A.	Burma Rd Grove
B.	Pesin Dr Grove
C.	West Jetty
D.	Center Jetty
E.	East Jetty (Kayak)
F.	South Lawn
G.	Pavilion Field
H.	Green Ring
I.	Crescent Field
J.	Green Park
K.	North Cove Field
L.	Terminal Field
M.	North Field
N.	Cherry Tree Grove
O.	Millennium Park
P.	Great Lawn
Q.	Phillip St Field
Parking Lots	
1.	Camp Liberty
2.	Boat Launch
3.	Pesin Drive West Lot
4.	Pesin Drive East Lot
5.	Pavilion Lot
6.	Nature Center
7.	Freedom Way Lot
8.	Ferry Lot
9.	Empty Sky Memorial
10.	Marina/Restaurants
11.	Boat Yard
12.	Science Center
13.	Light Rail

II. Additional Permitting Agency Contacts

Please note, that components of your event may require additional permits and registrations from Federal, State, County, or Municipal authorities. It is the applicant's responsibility to know and obtain the necessary permits that are required for conducting an event at Liberty State Park. Examples of possible applicable permits and authorizing agencies include, but are not limited to the following:

NJ Business Registration Certificate

New Jersey Division of Revenue
www.state.nj.us/treasury/revenue/busregcert.shtml

Federal Tax ID

www.irs.gov/charities-non-profits

Charity Fundraising

New Jersey Division of Consumer Affairs – Charities
973-504-6215 Office
<http://www.njconsumeraffairs.gov/charities>

Food Preparation, Vending or Distribution

Jersey City Department of Health and Human Services (JCDHHS)
Robin Pinkowitz - 201-547-6800, Ext. 5902
Cynthia Brown - 201-547-6800, Ext. 5173
<https://www.jerseycitynj.gov/cityhall/health>

Unmanned Aerial Vehicles (Drones)

Federal Aviation Administration
<https://www.faa.gov/uas/>

Open Flame Cooking

New Jersey Division of Fire Safety
609-633-6103 Office
www.state.nj.us/dca/divisions/dfs/

Tents and canopies greater than 900 SF

New Jersey Division of Fire Safety
609-633-6103 Office
www.state.nj.us/dca/divisions/dfs/

Tents, canopies or membrane structures larger than 16,800 SF

New Jersey Division of Codes of Standards
609-292-7899 Office
www.state.nj.us/dca/divisions/codes/

Bleachers or platforms of 11 Ft in height or less within a tent

New Jersey Division of Fire Safety
609-633-6103 Office
www.state.nj.us/dca/divisions/dfs/

Bleachers or platforms over 11 Ft in height

New Jersey Division of Codes of Standards
609-292-7899 Office
www.state.nj.us/dca/divisions/codes/

Hard-wired electric or heating

New Jersey Division of Codes and Standards
609-292-7899 Office
www.state.nj.us/dca/divisions/codes/

Inflatables, Amusements and Rides

New Jersey Department of Community Affairs
609-292-2097 Office
www.nj.gov/dca/divisions/codes/offices/rides.html

Utility Mark Out

Public Service, Electric and Gas (PSEG)
1-800-272-1000 Main Number
www.call811.com/

Aviation

New Jersey Department of Transportation – Division of Aeronautics
609-530-2900 Office
www.state.nj.us/transportation/freight/aviation/

Fireworks

New Jersey Division of Fire Safety
609-633-6103 Office
www.state.nj.us/dca/divisions/dfs/

Fire Truck Rental

Jersey City Fire Department
201-547-4200

On Water Navigation Issues

U.S. Coast Guard
718-354-4093 Office
www.uscg.mil

Maritime Events

New Jersey State Police – Marine Services
609-882-2000, Ext. 6170 Main Number
www.njsp.org/marine-services/

Alcohol Serving, License, and Vending

New Jersey Division of Alcohol Beverage Control
609-984-2736 Office
www.nj.gov/lps/abc/index.html

New Jersey Security Agency Licensing

New Jersey State Police, Private Detective Unit
609-341-3426 or 609-633-9352 Office
<https://www.njsp.org/>

Emergency Medical

Jersey City Medical Center, EMS Department Scheduling
Chantal Bailey – 201-284-0321
chantal.baily@rwjbh.org
rwjbhmhsrequestsforspecialevents@rwjbh.org
www.rwjbh.org/jersey-city-medical-center/

III. Conditions Checklist for Alcohol Use, Possession, Sale/Distribution

Under N.J.A.C. 7:2-2.6 “A person shall not possess and/or consume alcoholic beverages on lands and waters under the jurisdiction of the State Park Service except where the sale, use or possession is specifically approved by the Director of the Division of Parks and Forestry or the Assistant Director of the Division for the State Park Service”. The sale, use, or possession of alcohol in Liberty State Park may be permitted by way of the execution of a Code Waiver Request and Special Use Permit (SUP). Please contact the Park’s Special Events Department for further detail, - Phone: 201-915-3400, Ext. 104 Email: libertystateparkpermits@dep.nj.gov.

1. Applicant must submit a completed Special Use Permit application (SUP), to be reviewed by the Park Superintendent, at least 90 days in advance. Initials: _____

2. Applicant must indicate date(s) of use on the SUP application. No Rain-dates. Initials: _____

3. Applicant must submit a Certificate of Insurance meeting or exceeding Liberty State Park’s requirements, as described in the SUP Guidelines. Initials: _____

4. Applicant must hire NJ TIPS certified vendors to provide and serve alcohol. Initials: _____

5. Applicant must provide an alcohol control plan to be reviewed by the Park Superintendent and the New Jersey State Park Police. The plan must include a detailed map/site layout and written description of proposed alcohol controls to ensure no underage access to alcohol, and compliance with NJ ABC and NJ State Park regulations. These controls should include fencing, security, evidence of TIPS certified vendor/bartenders, drink maximums, ID checkpoints and drink tabs. Initials: _____

6. Applicant must provide a letter on the sponsoring organization’s letterhead requesting a waiver of alcohol prohibition under N.J.A.C. 7:2-2.6. The letter must describe the proposal in detail and include pertinent details such as the type of event, alcohol control plan, and proposed justification for the waiver. Initials: _____

7. Applicant must provide Liberty State Park with a completed NJ ABC application appropriate to the type of event, to be reviewed and signed by the NJ State Park Service, prior to submission to the NJ ABC. Initials: _____

8. Applicant agrees to pay all applicable costs and fees, including 5% of gross sales for outdoor events, and 10% of gross sales for events in the CRRNJ Terminal Complex. Initials: _____

9. All conditions listed in the SUP must be adhered to. Initials: _____

10. Violation of any of the conditions of this permit will: Initials: _____
 - a. Void current SUP.
 - b. Prohibit issuance of future permits.
 - c. Result in fine(s) and eviction.

IV. Conditions Checklist for Unmanned Aerial Vehicles (UAV)

Under New Jersey State Park Service Policy 2.38, “Operation of Unmanned Aerial Vehicles (UAVs), commonly referred to as “drones,” is specifically prohibited within all lands and waters administered by the State Park Service”. The operation of a UAV for commercial use in Liberty State Park may be permitted by way of the execution of a Policy Waiver Request and Special Use Permit (SUP), approved by the Park Superintendent. Requests for recreational use will not be considered. Please contact the Park’s Special Events Department for further detail - Phone: 201-915-3400, Ext. 104 Email: libertystateparkpermits@dep.nj.gov.

1. Applicant must submit a completed Special Use Permit (SUP) application, to be reviewed by the Park Superintendent. Initials: _____

2. Applicant must submit a Certificate of Insurance meeting or exceeding Liberty State Park’s requirements, as described in the SUP Guidelines. Initials: _____

3. Applicant must indicate date(s) of use on the SUP application. No Rain-dates. Initials: _____

4. Applicant must provide a letter on the sponsoring organization’s letterhead requesting a waiver of UAV prohibition under NJ State Park Service policy 2.38. The letter must describe the proposal in detail and include pertinent details such as the purpose of use, safety protocols in place, pilot’s experience and proposed justification for the waiver. Initials: _____

5. Applicant must provide a valid FAA Part 107 (Remote Pilot Certificate). Initials: _____

6. Applicant must provide a valid FAA UAV Registration number and UAV specification. Initials: _____

7. Applicant must provide a Flight Plan that includes a map detailing the proposed UAV launch site and flight path and a schedule of all operations. Initials: _____

8. Applicant must provide a copy of written notification to adjacent jurisdictions within 5 miles of flight area including but not limited to: National Park Service, Jersey City Office of Emergency Management, aviation facilities within 5 miles of designated flight zone. Initials: _____

9. Applicant agrees to pay all applicable costs and fees. Initials: _____

10. All conditions listed in the SUP must be adhered to. Initials: _____

11. Violation of any of the conditions of this permit will: Initials: _____
 - a. Void current SUP.
 - b. Prohibit issuance of future permits.
 - c. Result in fine(s) and eviction.

V. Conditions Checklist for Fireworks

Under N.J.A.C. 7:2-2.17 (c) “A person shall not possess, or discharge or cause to be discharged any fireworks, firecrackers, explosives, torpedoes, rockets, or other substances which could be harmful to persons”. The use of fireworks for commercial purposes in Liberty State Park may be permitted by way of the execution of a Code Waiver Request and Special Use Permit (SUP), approved by the Park Superintendent. Requests for recreational use will not be considered. Please contact the Park’s Special Events Department for further detail - Phone: 201-915-3400, Ext. 104 Email: libertystateparkpermits@dep.nj.gov.

1. Applicant must submit a completed Special Use Permit (SUP) application indicating date of use, and proposed site layout to be reviewed by the Park Superintendent. Initials: _____
No Rain-dates.
2. Applicant must submit a Certificate of Insurance meeting or exceeding Liberty State Park’s minimum requirements, as described in the SUP Guidelines. Initials: _____
3. Applicant must provide a letter on the sponsoring organization’s letterhead requesting a waiver of Fireworks prohibition under N.J.A.C. 7:2-2.17. The letter must describe the proposal in detail and include the purpose of use and safety protocols in place. Initials: _____
4. Applicant must provide an approved permit from the NJ Department of Community Affairs (NJ DCA), Division of Fire Safety and arrange to have an NJ DCA inspector onsite. Only the area approved by the NJ DCA shall be used for the fireworks display. Initials: _____
5. Applicant must provide a list of materials/equivalent substitutions and a detailed map that indicates the specific location of fireworks and the safety buffer/fallout zone. Initials: _____
6. Applicant understands that aerial firework displays are prohibited. Acceptable fireworks include: low level devices, fountains with limited travel height and fountains with limited fall out. Initials: _____
7. Applicant understands that any/all closures of the Hudson River Waterfront Walkway must be limited to 15 minutes or less. Initials: _____
8. Applicant must arrange to have a dedicated fire engine from the Jersey City Fire Department (JCFD) onsite for the duration of the activity. Initials: _____
9. Applicant must return to the site of fireworks discharge the following day to inspect the site and remove any/all debris. Initials: _____
10. Applicant agrees to pay all applicable costs and fees. Initials: _____
11. All conditions listed in the SUP must be adhered to. Initials: _____
12. Violation of any of the conditions of this permit will: Initials: _____
 - a. Void current SUP.
 - b. Prohibit issuance of future permits.
 - c. Result in fine(s) and eviction.

VI. Conditions Checklist - Public Boat Launch for Commercial Use

Under N.J.A.C.7 :2-2.5 “A person shall not engage in a commercial enterprise or activity on lands and waters under the jurisdiction of the State Park Service without a permit issued by the State Park Service or pursuant to a contract or lease entered into with the Department.” In order to launch a vessel for commercial purposes, from the Liberty State Park Public Boat Launch, a Special Use Permit (SUP), approved by the Park Superintendent, is required. Please contact the Park’s Special Events Department for further detail, - Phone: 201-915-3400, Ext. 104 Email: libertystateparkpermits@dep.nj.gov.

1. Applicant must submit a completed Special Use Permit (SUP) application, to be reviewed by the Park Superintendent. Initials: _____
2. Applicant must submit a Certificate of Insurance meeting or exceeding Liberty State Park’s (LSP) requirements, as described in the SUP Guidelines. Initials: _____
3. Date of “Launch Use” must be indicated on the application. No Rain-dates. Initials: _____
4. Applicant must indicate if applying for a 1-day SUP or Seasonal Pass SUP. Initials: _____
5. Applicant must pay the appropriate launch fee; daily or seasonal. Initials: _____
6. Applicant agrees to pay all applicable SUP costs and fees. Initials: _____
7. Applicant must provide evidence that the trailer is legally registered. Initials: _____
8. All parking of trailers 23’ or more must occur in Lot 1. Initials: _____
9. Applicant understands that if the vessel is larger than 23’, launching at high tide is recommended. Initials: _____
10. SUP Parking Pass must be displayed visibly on vehicle dashboard. Initials: _____
11. Daily Launch pass must be displayed visibly on vehicle dashboard. Initials: _____
12. Seasonal Launch pass sticker must be displayed visibly on trailer tongue. Initials: _____
13. All conditions listed in the LSP SUP must be adhered to. Initials: _____
14. Violation of any of the conditions of this permit will: Initials: _____
 - a. Void current SUP.
 - b. Prohibit issuance of future permits.
 - c. Result in fine(s) and eviction.

VII. Photo/Video Waiver Release

I (We) hereby grant to LIBERTY STATE PARK, NJ Division of Parks and Forestry, and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish any photographs/materials that or in which may be included, for archiving, editorial, trade, advertising, and any other purpose and in any manner and medium for the North America and World area; to alter the same without restriction; and to copyright the same. I (We) hereby release Liberty State Park and its legal representatives and assigns from all claims and liability relating to said photographs/materials.

The undersigned warrants to LIBERTY STATE PARK and its legal representatives and assigns, that publication of the photographs/materials submitted by the undersigned will not, to the undersigned's knowledge, (1) violate any copyright law; or (2) infringe in any way on the literary property of another.

It is agreed that the undersigned has not right or interest of any kind whatsoever against LIBERTY STATE PARK and its legal representatives and assigns, with respect to these photographs/materials, and any interests or rights that the undersigned may have are hereby released and waived. Nothing contained herein shall affect or impair any rights to use the photographs/materials that the undersigned may have.

Name:

Title:

Organization:

Phone: FAX:

Email:

Address:

City: State: Zip:

Signature: Date:

VIII: Food Service Vendor/Provider/Distributor List

In order to have any food service, distribution or vending as part of a special event at Liberty State Park, applicants must provide a detailed description of the proposed food service, including menus and pricelists, and a list of all food vendors/providers/distributors, to both Liberty State Park, and the Jersey City Department of Health and Human Services. Depending on the specifics of the proposal, the Jersey City Department of Health and Human Services may require that the event sponsor(applicant) and food vendors/providers/distributors, obtain a Sponsor and Temporary Retail Food Vendor Permit(s). Applicant must provide a copy of all permits and/or authorizations to Liberty State Park. Complete multiple pages of this form as needed. Please contact the Park’s Special Events Department for further detail - Phone: 201-915-3400, Ext. 104 Email: libertystateparkpermits@dep.nj.gov..

Name of Event: Date of Event: Page: /

Name of Vendor: Vendor Contact Number:

Name of Contact Person: Vendor Email:

Vendor Address: Cooking with an Open Flame: Y N

Type of Food / Product Selling:

Name of Vendor: Vendor Contact Number:

Name of Contact Person: Vendor Email:

Vendor Address: Cooking with an Open Flame: Y N

Type of Food / Product Selling:

Name of Vendor: Vendor Contact Number:

Name of Contact Person: Vendor Email:

Vendor Address: Cooking with an Open Flame: Y N

Type of Food / Product Selling:

Name of Vendor: Vendor Contact Number:

Name of Contact Person: Vendor Email:

Vendor Address: Cooking with an Open Flame: Y N

Type of Food / Product Selling:

IX. Operations Plan

Directions for submitting the Special Events Operations Plan:

*The Operations Plan is a planning document that organizes all of the necessary elements for managing a special event at Liberty State Park. If a section or question does not apply to your event, please fill "N/A or Not Applicable". A thoroughly completed operations plan is required before an estimation of fees will be provided. **The Operations Plan must be submitted electronically, either as a "Word" or "PDF" file.***

1. CONTACT INFORMATION

- 1.1. Primary Contact Name: _____
- 1.2. Email Address: _____
- 1.3. Cell Phone Number: _____
- 1.4. Office Number: _____
- 1.5. Fax Number: _____

2. SUMMARY

2.1. Provide a summary of your proposed event:

2.2. Provide general event details:

Name of Event: _____

Date of Event: _____

Time of Event: _____

Type of Event: _____
(i.e. 5k walk, Certified 5k, Concert, Festival, Photoshoot)

Location of Event: _____

Estimated Attendance: _____

Estimated Parking Spaces Required: _____

Event Website: _____

SUMMARY (continued)

2.3. Will you be collecting an entrance or registration fee for your event? (If so, please provide pricing details. Include additional attachments as needed.)

Y N

2.4. Will you be selling any goods, food, merchandise, etc. at the event? (If yes, please provide a description. Include additional attachments as needed.)

Y N

2.5. Provide the number of staff and volunteers that will be working the event.

Staff: _____ Volunteers: _____

3. PROJECT SCHEDULE

3.1. Provide a detailed schedule (specific dates and times) of the setup, event, and breakdown. Include all drop-offs / deliveries as well as hours that staff will be onsite. (*Operations plan will not be approved without a bulleted schedule.*)

Additional Attachment Required

3.2. Will there be any deliveries to Liberty State Park for this event? (If yes, please provide a description. *Permittee must be onsite to manage and accept all deliveries. LSP will not accept or direct any deliveries on your behalf.*)

Y N

3.3. Breakdown of your event will conclude on what date and time?

4. LOCATION OF EVENT AND SITE MAP

- 4.1. Submit as a separate attachment, a detailed site plan (map) depicting the layout of your event. Important details include: location of tents, staging areas, dumpsters, restroom facilities, generators, food areas, parking, transportation routes, and signage locations.

Additional Attachment Required

Note. Vehicular access for site set-up and deliveries is limited. Remote locations in the park may necessitate the need for non-motorized alternative ways of getting equipment and staff out to the site (e.g. carts, hand trucks etc.). No vehicles are permitted to drive or park on the grass in Liberty State Park.

5. PERMIT DOCUMENTATION

Depending on the specifics of the proposal, additional permits may be required from other code and regulatory agencies including, but not limited to, NJ Dept. of Community Affairs (DCA) for fire, building, code or electric (which include the Divisions of Fire Safety and Codes and Standards), NJ Division of Revenue for business registration, NJ Division of Consumer Affairs, NJ Dept. of Transportation – Division of Aeronautics. Please refer to attachment II, Additional Permitting Agency Contacts for more information. A copy of all permits must be submitted to LSP prior to the event.

- 5.1. Is this event a non-profit or for-profit event? (If non-profit, please provide evidence of your non-profit status. If the event is a fundraiser, please provide your Charity Registration Number. If for-profit, please provide a copy of your NJ Business Registration Certificate.)

Non-profit For-profit

- 5.2. Do you wish to dig in the ground for any reasons? (If yes, please explain why. You will need to submit a Health and Safety Plan.)

Y N

- 5.3. Will your event be putting up tents and need to put stakes in the ground? (If yes to either digging or putting stakes in the ground, it is the applicant’s responsibility to contact “U Dig” and coordinate a utility mark-out before any staking or digging takes place (1-800-272-1000). Please note that depending on the location within the park, you may not be allowed to stake or dig and will be required to use weights.)

Y N

- 5.4. Will you have any tents larger than 900 square feet or longer than 30’ in any direction? (If yes, you will need to contact the DCA for additional permits, see attachment II.)

Y N

- 5.5. Do your tents meet or exceed NFPA 102 requirements?

Y N

PERMIT DOCUMENTATION (continued)

5.6. Will you be building any temporary equipment or structures on the site that you are renting, i.e. bleachers, stages, or platforms? *(If yes, please describe the proposed structure in detail and include diagrams and building plans as separate attachments. LSP and the DCA - Division of Codes and Standards must review and approve all plans for temporary structures.)*

Y N

5.7. Would you like to incorporate alcohol sale or distribution into the event? *(If yes, please complete and return attachment III, Conditions Checklist for Alcohol Use, Possession, Sale/Distribution.)*

Y N

5.8. Would you like to utilize Unmanned Aerial Vehicles (drones)? *(If yes, please complete and return attachment IV, Conditions Checklist for Unmanned Aerial Vehicle.)*

Y N

5.9. Would you like to incorporate Fireworks into the event? *(If yes, please complete and return attachment V, Conditions Checklist for Fireworks.)*

Y N

5.10. Would you like to launch a vessel(s) from the Public Boat Launch? *(If yes, please complete and return attachment VI, Conditions Checklist - Public Boat Launch for Commercial Use.)*

Y N

6. FOOD AND CONCESSIONS

In order to have any food distribution or sale at an event, the Permittee must submit to LSP a completed Food Service Vendor/Provider/Distributor List and a valid Jersey City Department of Health and Human Services - Sponsor Permit and Temporary Retail Food Vendor Permit for each food vendor. LSP will not accept submissions directly from your vendors.

6.1. Would you like to provide, sell or distribute food at the event? *(If yes, please provide a detailed description of the proposal below and complete and return attachment VIII, Food Service Vendor/Provider/Distributor List)*

Y N

Description of food service:

Menus & Pricing: **Additional Attachment Required**

6.2. What will be used to cook / heat your food? *(Open Flame Cooking, such as propane, requires a permit from the DCA Division of Fire Safety.)*

6.3. Will your event be selling non-food concessions? *(If yes, please provide a list of concession items and cost breakdown.)*

Y N

7. RESTROOM FACILITIES

Liberty State Park’s restroom facilities are typically not available for special events; you will be required to provide adequate sanitation in the form of portable restrooms. If the use of Park restrooms is approved, you will be assigned park employee(s) at the rate of \$60/hour for each employee for the duration of your event.

7.1. How many portable restrooms will you be using? (See chart for assistance.)

Quantity: _____

7.2. How many ADA units will you be using (one ADA unit must be provided per every five units)?

Quantity: _____

7.3. Recommended Usage Chart for Large Events:

USAGE CHART		# of hours for the event									
# of People	1	2	3	4	5	6	7	8	9	10	
0-500	2	3	3	4	4	4	4	4	4	5	
1000	3	4	5	6	6	7	7	7	7	7	
2000	5	8	10	11	12	13	13	14	14	14	
3000	7	12	15	16	18	18	19	20	20	21	
4000	10	16	19	22	24	25	25	27	27	28	
5000	12	20	24	27	29	31	32	33	33	34	
6000	14	24	28	33	35	37	37	39	41	41	
7000	17	27	34	38	41	42	46	46	47	48	
8000	20	32	38	44	48	49	50	51	53	54	
10,000	24	39	47	54	58	62	64	66	67	68	
15,000	37	57	70	81	87	92	94	99	102	104	
20,000	48	77	95	107	115	120	127	131	133	136	

7.4. Who is providing the units and when will they be dropped off/removed? (Please indicate location of units on your site map.)

Vendor information: _____

Delivery Date/Time: _____

Removal Date/Time: _____

8. SOLID WASTE COLLECTION & DISPOSAL

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. Any refuse that is left behind will result in fees for clean-up.

- 8.1. Please describe how will you be disposing the garbage, litter, and other waste that your event will generate. *(Liberty State Park is not responsible for any trash or litter generated by your event, vendors, subcontractors, or participants.)*

- 8.2. Who is providing your dumpster(s)? Please provide contact information and pickup/ removal dates. *(Please indicate dumpster location(s) on your site map.)*

Vendor information: _____

Delivery Date/Time: _____

Removal Date/Time: _____

9. ELECTRICAL & LIGHTING

- 9.1. Will you need electricity for your event? (If yes, please note that you will need to provide your own generators)

Y N

- 9.2. Please provide the number, size and location of all generators. *(Please indicate generator location(s) on your site map.)*

Additional Attachment Required

Note. *Permittee will make no changes to the existing electrical service. Permittee will not utilize any electrical outlets without prior approval from the Park Superintendent.*

10. SIGNAGE

Directional, informational and advertisement signage is the responsibility of the permittee. No signs or advertisements of any kind shall be painted or posted on the premises other than those approved in writing by LSP. All signage must be freestanding. No tape, staples, nails, screw, tacks etc. are to be used to affix signs to LSP structures. No markings of any kind including paint, spray paint, temporary paint, chalk, etc., may be applied to roads, walkways, paths, grass, trees, buildings, light poles, benches or other furniture and/or structures. Failure to remove signage after the event will result in a clean-up fee of \$25.00 per sign.

10.1. Will you be posting any signs for this event? *(If yes, please indicate the location of all signs on your site map(s) and provide a visual representation of each sign as a separate attachment.)*

Y N

Additional Attachment Required

11. SECURITY

All security plans must be coordinated and reviewed by a representative of the NJ State Park Police. A security plan will be a required as part of any large event planning. Additionally, depending on the complexity and size of the event, an emergency evacuation plan may be required.

11.1. Please describe your security needs in detail.

11.2. Will you hire private unarmed security personnel? *(If yes, you must provide evidence that the security company is licensed and bonded in New Jersey and provide a copy of the SORA License for all security personnel that will work onsite.)*

Y N

11.3. Will you have any overnight storage or security needs? *(Any overnight security detail must include a NJ State Park Police officer at \$60/hr.)*

Y N

Note. *Event conditions may require NJ State Park Police personnel to be assigned to your event to ensure public safety and resource protection at the expense of the applicant. NJ State Park Police have jurisdiction in Liberty State Park. Due to safety reasons, neither on-duty nor off-duty police officers from outside jurisdictions are permitted to work as security within Liberty State Park. All private security must be unarmed and licensed/bonded in NJ.*

12. COMMUNICATIONS

The permittee is responsible for providing proper communication between event staff and LSP officials and NJ State Park Police. The permittee must provide one on-site contact (including cell phone number) for each day they are on LSP premises. This agent will be the only authorized liaison between the event and Park staff. If the event has Park staff assigned, this person will be the primary contact on the day of the event.

- 12.1. Will your event be communicating with the use of portable radios? (If yes, your Park contact must be provided with a radio for the duration of the event.)

Y N

13. TRANSPORTATION & PARKING

Parking is extremely limited at Liberty State Park. Parking Lot Capacity below is provided for information purposes only. LSP will not allow all parking spaces to be utilized for event parking because parking for the public must always be maintained. The Transportation and Parking Plan will be heavily scrutinized during the review of this operations plan. The plan must include diagrams of all traffic routes that will be used by the event, including but not limited to shuttle routes, routes for walk-a-thons or runs, and drop-off and loading areas. Prior permission is required from LSP for the use of any non-public roads. Park staff will not make changes to the permit on the day of the event. No vehicles are permitted to drive or park on the grass in Liberty State Park.

- 13.1. Please include the Transportation and Parking Plan diagram as a separate attachment or indicate all routes on your site map.

Additional Attachment Required

- 13.2. Will you have a need to use any non-public roads, including but not limited to paths, service roads, sidewalks, etc.? (If yes, please provide a diagram with proposed routes. No access will be permitted without an approved diagram. Absolutely no vehicles may drive on the grass.)

Y N

Additional Attachment Required

- 13.3. Will you pay for your staff, volunteer, and participant parking? (If no, please provide a detailed description of how you propose to ensure that all parking takes place in the designated parking lots and how you will ensure that LSP collects the appropriate fee for all event related parking.)

Y N

TRANSPORTATION & PARKING (continued)

13.8. Will there be a shuttle? If yes, describe the size of the bus and capacity and provide vendor information. *(Please include the shuttle route on your Transportation map.)*

Vendor: _____

Name: _____

Phone: _____

E-mail: _____

Number of shuttles: _____

Capacity of shuttles: _____

13.9. Will you provide a shuttle to move public park patrons who are affected by the parking demands of your event?

Y N

13.10. Will you be contracting with a transportation/parking company? *(If yes, please provide their contact information and describe in detail the type of work they will be performing.)*

Y N

Contact information: _____

Description:

13.11. Where will your event staff park?

13.12. Are there any other transportation parking concerns that LSP should be aware of?

Y N

TRANSPORTATION & PARKING (continued)

13.13. How will your attendees be advised of the transportation route and parking locations?

***Note.** Applicant may be required to hire a professional parking company and bus/shuttle service at their expense. Professional parking company may not direct traffic on park roads. Only NJ State Park Police may direct traffic on Park roads.*

14. MEDICAL & EMERGENCY

Depending on the size and scope of the event, emergency medical services may be required onsite at the sole expense of the permittee. The event site shall provide a network of access points and paths that will be kept clear at all times for service and emergency vehicles. (Please indicate location on site map.)

14.1. Please provide contact information and hours that medical staff will be onsite.

EMS Contact Information: _____

EMS Schedule:

15. FIRE SAFETY

If there will be cooking, heating or storing flammable / volatile liquids on-site or adjacent to the event, the applicant will be responsible for acquiring all needed DCA - Division of Fire Safety permits for cooking, temporary heating, etc. NJ DCA – Division of Fire Safety requires a minimum of 30 days’ notice for permit applications. Please refer to the list II. Additional Permitting Agency Contacts for more information.

- 15.1. Have you made/taken the proper precautions to ensure that no flammable or volatile liquids or materials shall be stored in or adjacent to the area of the event, and that adequate firefighting equipment is available to protect the life and health of the people attending the event? *(If yes, please describe.)*

Y N

16. SITE RESTORATION

The applicant will submit detailed plans for site restoration and final clean-up of the event site. The site will be restored to the condition or better condition as the site was found. A final site inspection is required at completion of site restoration. If you fail to restore the site to its previous condition or better, you will be responsible for the labor and materials used to restore the site after you leave.

- 16.1. Will your event leave a physical impact on the Park that will require restoration? *(If yes, describe what the anticipated impacts are and what your plan and timeline is to remedy these impacts.)*

Y N

- 16.2. On what date and time will a final site inspection take place with a representative from the Park?

Date and time: _____

17. SPECIAL REQUESTS

17.1. Please use this section to outline any special requests that fall outside the suggestions of this document.

*Note: Information provided on this form may be subject to review and inspection under the **Open Public Records Act** ([N.J.S.A 47:1A-1](#)).*