



COUNTY OF YORK FACILITY PERMIT REQUEST and CONTRACT for COUNTY PARKS and SCHOOLS



County of York, Virginia (hereinafter "County"), Division of Parks and Recreation, P. O. Box 532, Yorktown, VA 23690, (757) 890-3500
The County School Board of York County, Virginia (hereinafter "School Board"), 302 Dare Road, Yorktown, VA 23692, (757) 898-0300

Organization/Individual Submitting Request: _____ (hereinafter "User")

Request is submitted for the purposes of a school based activity school sponsored activity private organization activity individual activity

Address: _____
(Street) (City) (State) (Zip Code)

Person in Charge: _____ Title: _____

Day Phone: (____) _____ Evening Phone: (____) _____ Email: _____

TYPE OF ORGANIZATION:

- COMMUNITY/COMMERCIAL** User shall deliver a certificate of insurance from a carrier acceptable to the School Board, County or both as applicable specifying a \$1,000,000 limit of General Liability Coverage, along with the proper endorsements that specifically state The County School Board of York County, Virginia, the County of York, Virginia, or both as applicable, their respective Officers, Agents, and Employees, are Additionally Insured, on a primary and non-contributory basis. The Certificate of Insurance and required Endorsements must be provided prior to approval of the facility request/contract. In addition, User shall agree to immediately notify, in writing, the School Board and/or County of any changes, modifications and/or termination of the required insurance coverage and/or policy that occurs prior to or during the use of the facility, that being the contract terms.
- INDIVIDUAL** (Additional insurance is not typically required; however, York County and the School Board reserve the right to require a certificate of insurance and/or endorsements.)

Please complete one form for each site: Park/School Requested: _____

Specific Facility Requested (soccer fields, gymnasium, etc.): _____

Planned Activity (please be specific): _____

Dates: _____ Through: _____ Estimated Maximum Attendance: _____

Times: Monday _____ to _____ Wednesday _____ to _____ Friday _____ to _____ Sunday _____ to _____
 Tuesday _____ to _____ Thursday _____ to _____ Saturday _____ to _____

- Admission will be charged for this activity yes no
- Food and/or beverage concessions shall be operated by the Organization/Individual yes no
- Special equipment to be used (canopy, sound systems, port-a-johns, lights on athletic fields, etc.): _____

By signing below, the User agrees to abide by the **CONDITIONS OF USE FOR PUBLIC FACILITIES** on the reverse side of this form, to provide the required insurance, and to notify the County and/or School Board, in writing, of any changes, modification and/or termination of the required insurance coverage and/or policy occurring prior to or during the use of the facility/contract term.

_____ as an authorized representative of Organization or Individual, certifies that User agrees to bear all loss, expense (including reasonable attorney's fees) and damage from any cause whatsoever arising out of, incidental to, or in connection with the use of the facility and shall indemnify both the County and the School Board, their respective officers, agents and employees against and save both the County and the School Board, their respective officers, agents and employees harmless from all claims, demands, and judgments made or recovered against the County and/or the School Board because of bodily injuries, personal injuries, including death, at any time resulting therefrom, because of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles, or appliances furnished or utilized during the use of the facility or in which the User is not the patentee assignee or licensee, because of the use of County or School Board equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence of The County and/or School Board in permitting the use thereof, and/or because of damage to property, from any cause whatsoever; all such arising out of, incidental to, or in connection with the use of the facility whether or not due to any act of User, its officers, shareholders, employees, agents, subcontractors, or any other person or entity acting on behalf of the User, and whether or not due to any act of omission or commission, including negligence, but excluding sole negligence, of the County and/or School Board. Compliance by the User with the insurance provision hereof shall not relieve User from liability under this provision.

(Authorized Signature) (Title) (Date)

For Office Use Only:

Key Deposit: _____	Date Received: _____	Date Key Returned: _____
Reservation Deposit: _____	Date Received: _____	Date Refund Processed: _____
Facility Use Fee: _____	Date Received: _____	Additional Fees Due: _____
Lighting Fees: _____	Date Received: _____	Total Fees Due: _____

Special Conditions Imposed by the County: _____

This authorizes the above organization to use the facility as indicated. The applicant should carry this form in person during said event.

(Authorized Signature) (Title) (Date)

(Authorized Signature) (Title) (Date)

CONDITIONS OF USE FOR PUBLIC FACILITIES

Organization, by their authorized representative or Individual, certify that Organization, and/or Individual will abide by the following conditions of use for public facilities:

1. The User understands that the County and/or School Board do not provide medical insurance or hospitalization for participants and if such insurance is desired, it is the sole responsibility of the User and/or participant(s).
2. All applicable School Board rules and regulations, County ordinances and applicable State and Federal laws will be adhered to including School Board policies restricting the presence of convicted sex offenders on school property and the use of tobacco products on school property.
3. The User agrees to pay for all damages to public property and for any other charges that may be incurred as a direct result of this facility use.
4. All litter must be deposited in receptacles at the site. If litter is in excess of the receptacles' capacity, it shall be placed in the facility's dumpster or carried off site.
5. Alcoholic beverages and controlled substances are not permitted on public facilities.
6. All vehicles must be parked in designated parking areas only. No private vehicles are permitted on any other areas of public facilities.
7. No food/beverages concessions shall be operated without a proper permit from the Health Department and compliance with Health Department regulations. A copy of such permit shall be provided to the School Board or County prior to the use of such facility.
8. Admission fees will not be charged for activities without prior approval.
9. For facilities that require a key to be issued, a \$75 refundable deposit is required to obtain an access key. This deposit is assessed to encourage responsibility for the key and the facility while in the User's possession and return of the key when use of the facility is completed. In the event keys are lost or not returned within 7 days, the key deposits will be forfeited; and the User also will be assessed a \$250 rekeying charge.
10. In most cases, requests for facility use by non-school or non-county organizations will not be approved until School Board and County athletic field schedules are set.
11. A School Board or County event can bump other events if 48 hours notice is given by the group desiring the change. However, if a User has a substantial number of people involved and wishes to appeal the schedule change, an appeal can be made through appropriate staff members at the School Division and County Administration. In addition, a change in schedule can be made less than 48 hours before an event if the change is required by inclement weather, other acts of God, or acts of third parties. These schedule changes can also be appealed.
12. The User is responsible for lining fields and supplying necessary equipment for said event.

FAILURE TO ABIDE BY THE ABOVE CONDITIONS MAY RESULT IN REVOCATION OF THIS PERMIT AND DENIAL OF APPROVAL FOR FUTURE REQUESTS/ CONTRACTS.

DR. MARTIN LUTHER KING, JR. COMMUNITY BUILDING FACILITY RENTAL POLICIES & CONDITIONS

The Dr. Martin Luther King, Jr. Community Building is available for reservation
7 days a week from 10:00 am – 10:00 pm.
Charles Brown Park is located at 1950 Old Williamsburg Road, Yorktown, VA 23690

READ BOTH SIDES OF THIS CAREFULLY

Thank you for your interest in using the Dr. Martin Luther King, Jr. Community Building. Please carefully review the building's policies and conditions on both sides of this sheet and indicate your agreement to comply with them by your signature on the back. We hope you and your guests have a safe and enjoyable event.

IMPORTANT: YOUR FACILITY PERMIT REQUEST FOR THE PARK AND SIGNATURE ON THE BACK OF THE POLICIES AND CONDITIONS LISTED HERE INDICATE YOUR AGREEMENT, AND THAT OF THE GROUP YOU REPRESENT, TO COMPLY WITH ALL POLICIES AND CONDITIONS LISTED AS WELL AS ALL OTHER APPLICABLE REGULATIONS, COUNTY ORDINANCES AND POLICIES. FAILURE TO ABIDE BY THESE CONDITIONS MAY RESULT IN: REVOCATION OF PERMIT; IF ISSUED, PAYMENT OF REPLACEMENT KEY COSTS, PAYMENT FOR ANY FACILITY DAMAGES; POSSIBLE PROSECUTION; AND, DENIAL OF APPROVAL FOR FUTURE REQUESTS.

GENERAL POLICIES AND CONDITIONS:

(See also County of York Facility Permit Request Form)

1. **VEHICLES:** Parking is only permitted in the marked spaces of the parking lot and along right side of entrance road heading out of the park. **No vehicles allowed on sidewalks or grass areas.** Vehicles used for unloading must remain in the parking lot and not be driven or parked on the sidewalk.
2. **SETUP & CLEANUP:** Groups are responsible for set-up, clean-up and break down of all areas/equipment used. All food items must be cleared from the freezer/refrigerator before leaving and any spills must be wiped up with paper towels.
3. **FURNITURE & USE:** There are approximately **68 folding chairs & 16 tables (72" long by 30" wide).** **Tablecloths MUST be used.** The building holds a **maximum of 60** people with chairs and tables and 120 with chairs only. **CHAIRS & TABLES ARE FOR INDOOR USE ONLY. NO STANDING ON FURNITURE.**
4. **DECORATIONS:** All decorations must be removed before leaving. **ONLY MASKING TAPE OR BLUE PAINTERS TAPE** may be used on walls and wood trim (no scotch tape, duct tape, or any other adhesives are allowed). Nails, tacks, hooks and/or staples are NOT permitted in the wood trim strips above. **ABSOLUTELY NO GLITTER IS ALLOWED.** NOTE: Bring your own step ladder or stool since none are at the building: metal legs must be covered on ends with rubber or plastic.
5. **KITCHENETTE:** The kitchenette area in the meeting room contains a small refrigerator/freezer, a double-sink and two small microwave ovens. Take ALL unused food, beverages and ice off site when leaving the park. **NOTE:** Warming trays/crock pots are permitted. **NO** grilling, frying, toasting, baking or other cooking appliances are allowed. Food for public functions must comply with state health requirements.
6. **OUTDOOR GRILLING & TENTS:** Grilling and the use of tents **must be pre-approved** by Parks and Recreation and so indicated on the Facility Permit Request Form. **Only propane/gas grills.** Grill must be placed to the left of the building on grass and must be attended at all times. All grills must be removed from the park at the conclusion of the event.

7. **TRASH:** needs to be placed inside large plastic bags and MUST be taken off site. Please **do not** use trash receptacles outside the building for indoor trash.
8. **KEY RETURN: (For use ONLY if electronic key pad is not working)** Return key within two working days after the event. Key may be placed in the outdoor drop box located at the Parks & Recreation after hours. Failure to return key may jeopardize future use of the facility and be subjected to a \$250 rekeying fee. Keys are not to be duplicated under any circumstances.
9. **CONDUCT: IMPORTANT:** The person applying to reserve the park must insure that the **description, size and times** of the planned event as described on the County's Facility Permit Request Form are identical to the actual event.
 - a. Users **of County facilities are responsible** for the proper conduct of members and guests.
 - b. Neither alcoholic beverages nor illegal drugs, nor any person under the influence of alcohol or illegal drugs, shall be allowed on the premises.
 - c. Smoking is NOT permitted in County building facilities.
 - d. Betting or gambling in any form is prohibited.
 - e. Riotous, boisterous, threatening, or obscene conduct, or the use of abusive, threatening, profane, or obscene language, shall not be permitted. NOTE: This will include the content of any type of music played at Charles Brown Park, Dr. Martin Luther King, Jr. Community Building, and conduct of individuals.
 - f. All music must be played inside the building with doors closed. No amplified music is allowed outside unless expressly requested and approved in writing beforehand by Parks and Recreation.
 - g. No pets or animals (with the exception of service dogs) are allowed in the building (dogs outside must be on a collar with maximum 8' leash and under complete and immediate control).

10. ADMISSIONS, DONATIONS, FOR-PROFIT & FUND-RAISING ACTIVITIES:

Below are prohibited for facility rentals:

- a. NO admission fees may be charged for activities
- b. NO donations may be advertised or collected.
- c. NO for-profit commercial activities may take place.
- d. NO fundraising activities shall be conducted in the building or premises by civic or non-governmental organizations, groups or individuals.

11. USE OF BUILDING BY INDIVIDUALS & CIVIC OR NON-GOVERNMENTAL GROUPS:

- a. All publicity (posters, brochures/flyers, radio/television announcements, internet, etc.) must carry the name of the organization sponsoring the meeting. The County may not be identified as a sponsor or co-sponsor without written approval of the County.
- b. Neither the name nor the address of a County facility may be used as the official address or headquarters of an organization.
- c. The fact that a group is permitted to meet at a County facility does not in any way constitute an endorsement of the group's policies or beliefs by the County.
- d. In accordance with County policy, users are responsible for any costs incurred by the County as a result of their use (to include damages incurred by the facility or park site from the group's usage).

12. CURFEW: THE CURFEW IS 10:00 PM. NO EXCEPTIONS

By signing below, I, the applicant and responsible party certify that our group agrees with the General Policies and Conditions listed on both sides of this sheet and we will comply with them.

(Name of Applicant: **Please Print**)

(Applicant's **Signature**)

(Date)

COVID-19 RESTRICTIONS

**Dr. Martin Luther King, Jr. Community Building
at Charles E. Brown Park**

1950 Old Williamsburg Road, Yorktown, VA 23690



Application of the Governor's Current COVID-19 Restrictions:

- 6' social distancing requirement in the building (except for those currently living in the same household)
- **Maximum capacity of 10-20 people in the building, depending on how many are from the same household.**
- **Maximum of 5 tables** for participants to sit and eat (other tables available for serving line, cake/presents, etc.)
- Tables are 6' long, so for those from different households, a maximum of 2 people per table (one at either end for 6' social distancing); for those in the same household, maximum of 4-6 at a table; but again, no more than 20 total in the room no matter how many from the same households.

I have read and understand the restrictions above.

Signature: _____ Date: _____