



**APPLICATION AND APPROVAL:**

Application for the use of the Crossing facilities shall be made on the proper forms and submitted to the Crossing management for review and approval. Rental and use of the facilities is subject to availability and based on a first-come first-served basis. At the time of application a deposit of 25% of total rental cost shall be required. The balance of rental costs will be due 30 business days prior to the actual use date. Returned checks will be charged a \$50.00 fee. All deposits shall be non-refundable. Prior to rental, the individual(s), or group planning to use the facilities must do the following:

- A. Proof that required State and City permits, licenses, certificates of insurance, etc. have been obtained. (Insurance is required for all events open to the public) All must be submitted 30 days prior to event.
- B. Sign a rental agreement and pay appropriate fees. Fees are to be paid in cash, check, money order, or Visa/Mastercard.

The City of Danville reserves the right to cancel the rental agreement if any of the above conditions are not met. When renting the Pavilion additional facilities at the Crossing may be available for an additional fee based on their availability.

Uses & Conditions	Basic Rates	Revenue Generation Rates	Danville Non-Profit Rates
<b>Option 1-</b> No admissions charged or concessions sold		Not Applicable	
5-hour use	\$750		\$600
	\$150/ additional hour		\$120/ additional hour
10-hour use	\$1200		\$960
	\$150/ additional hour		\$120/ additional hour
<b>Option 2-</b> Facility user charges admission, but the City retains concession revenues	Not Applicable		
5-hour use		\$2,300	\$600
		\$200/ additional hour	\$120/additional hour
10-hour use		\$3,000	\$960
		\$200/ additional hour	\$120/ additional hour
<b>Option 3-</b> Facility user charges admission and retains concession revenues	Not Applicable		
5-hour use		\$3,000	\$600
		\$200/ additional hour	\$120/additional hour
10-hour use		\$4,000	\$960
		\$200/ additional hour	\$120/ additional hour
<b>Option 4-</b> Use of lawn area only		Not Applicable	
5-hour use	\$500		\$400
	\$100/ additional hour		\$80/ additional hour
10-hour use	\$1,000		\$800
	\$100/ additional hour		\$80/ additional hour
Table & chair rentals	\$75- 10 tables w/chairs	\$100- 10 tables w/chairs	\$60- 10 tables w/chairs
10'x10' pop-up tent rentals	\$50 each	\$75 each	\$40 each

Each rental option includes:

- Staff supervisor for entire rental period
- Custodian for entire rental period
- Clean-up of grounds and facilities following event

Not included, but required depending on event specifics and determined by the City:

- Security/Police
- Emergency Response
- Port-a-Johns

\*All events that are open to the public require liability insurance coverage (See Rental Agreement for details)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

# Carrington Pavilion Usage Application

**Note: This is only an application. Requested date will not be reserved until applicant has received an approved application, signed by Parks & Recreation Staff, and deposit is received.**

Name of organization: \_\_\_\_\_

Contact person: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Address: \_\_\_\_\_ DOB: \_\_\_\_\_

Phone Number: Day: \_\_\_\_\_ Night: \_\_\_\_\_ Other: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

Type of event: \_\_\_\_\_ Date of event: \_\_\_\_\_

Times of event to include pre-event set up, event times and post event take down and clean up.

Pre-event date & times: \_\_\_\_\_ Event day & times: \_\_\_\_\_ Post event date & clean up times: \_\_\_\_\_

Expected number of participants: Adults: \_\_\_\_\_ Juveniles: \_\_\_\_\_

1. Will alcoholic beverages be sold/served?  Yes  No ABC license info: \_\_\_\_\_

**If yes Police Supervision Request must be completed.**

2. Is this event open to the public?  Yes  No If "yes" insurance will be required.

3. Will entertainment be provided?  Yes  No Describe: \_\_\_\_\_

4. Will inflatables or other rides be provided?  Yes  No If "yes" additional insurance may be required.

5. Is your business a 501 (c) 3 non-profit?  Yes  No If so an additional form is to be completed for fee reduction.

Comments: \_\_\_\_\_

**Rental Option Number:** \_\_\_\_\_ **5 hour** \_\_\_\_\_ **10 hour** \_\_\_\_\_

**Additional Hours:** # \_\_\_\_\_ @ \$ \_\_\_\_\_

**Total rental fee:** \_\_\_\_\_

**Deposit amount:** \_\_\_\_\_

**Final Payment amount:** \_\_\_\_\_

**Final Payment Due:** \_\_\_\_\_

I have read the rules and regulations governing facility use for Carrington pavilion and understand the responsibilities and limitations as they apply to this event. The information in this application is complete and is correct to the best of my knowledge. I understand that any incorrect information will cause this application to be denied. Returned checks will be charged a \$50.00 fee.

**Applicant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**Rental Agreement for Non-Profit Group/Use**

I, the individual hereinafter referred to as "Lessee," hereby make application to the City of Danville, for rental of the, Carrington Pavilion on \_\_\_\_\_ for which I agree to pay \_\_\_\_\_ (\$ ).

The Lessee will be responsible for any and all damages its guests and invitees cause to the Carrington Pavilion, and City property stored therein, or parking lot and Lessee shall indemnify, and save and hold harmless and provide defense counsel for the City of Danville, its agents, employees, and officials, from any and all liability, damages, expenses, causes of action, suits, claims or judgments which may accrue against, be charged to, be recovered or sought to be removed from the City, its agents, employees or officials, by reason of or on account of damage to the property of the City of Danville and the property of, injury to, or death of any person arising from the Lessee's use and occupancy of the demised premises. To affect the same, the Lessee agrees to maintain and pay for public liability and property damage insurance in at least the amount of **One Million (\$1,000,000) for general public liability for injuries to or death of persons, or damages to property in or about the demised premises.** Such insurance policy shall name **THE CITY OF DANVILLE, IT'S AGENTS, EMPLOYEES AND OFFICIALS AS ADDITIONAL INSURED** parties and shall include or be endorsed to include the contractual liability assumed by the Lessee under the indemnity agreement contained in this paragraph. The Lessee shall deliver to the City a copy of said insurance policy or certificate showing the same to be in full force and effect before occupying the premises. It being expressly agreed and understood that the Lessee's liability to the City, its agents, employees and officials hereunder shall not be limited to the amount set forth in said insurance policy.

The Lessee agrees to abide by any and all rules or regulations of the Carrington Pavilion, attached hereto, as well as any subsequent rules and regulations governing the use of the Carrington Pavilion property in general. Failure to abide by such rules and regulations will be grounds for the immediate vacation of the Carrington Pavilion by Lessee.

Lessee shall require that each and every event scheduled at the Carrington Pavilion shall comply with laws, statutes, ordinances, orders, rules, and regulations of the governments of the City of Danville, Commonwealth of Virginia, and the United States, now in effect or as may hereafter be adopted or amended. Failure to abide by such rules and regulations will be grounds for the immediate vacation of the Carrington Pavilion. Lessee shall hold the City harmless from and provide a defense for the city for any and all claims, demanding damages, or fines for violation of any law, statute, ordinance, order, rule regulation or copyright infringement arising out of Lessee's use of the Carrington Pavilion.

The Lessee shall be responsible for the payment of all City, State and Federal government taxes, assessments, or levies, contracted performance or event. All necessary licenses as required must be obtained by applicant before finalization of this contract.

The City of Danville shall not be liable to the Applicant or anyone else for any loss of revenue or any other losses sustained as result of such cancellation. In the event of cancellation of the Agreement by the City all sums, so deposited by the Lessee, shall be returned by the Lessee.

This Agreement is made subject to any "Special Conditions" that might be applicable to the rental of the Carrington Pavilion attached and made part hereof.

The Lessee shall/may assign this Agreement or sublet the premises or any portion thereof with the prior written consent of the Crossing Program Director or his designated representative.

The Lessee shall allow the City and its agents and employees to inspect its arrangements at all reasonable times in order that the City may determine if the Lessee is abiding by the conditions and terms of this Agreement.

Should the Lessee violate any of the terms, conditions and covenants contained in this Agreement, the City shall have the right to immediately terminate this Agreement and to terminate the Lessee's use of the facility and to take immediate possession of the facility.

All applicants desiring to lease the Carrington Pavilion are responsible to assure that the event they are sponsoring is in compliance with all City ordinances. Possession or consumption of alcoholic beverages may be permitted at public/private events upon prior approval of the Crossing Program Director or his designee, and held consistent with Virginia ABC regulations.

Certain events where deemed necessary by the City, require the employment of off-duty law enforcement officers for facility security and crowd control. The Lessee shall pay these persons directly at a rate agreeable to both parties. The number of law enforcement officers required will be assigned by the appropriate officials in the Departments of Law Enforcement and the Fire Marshals. Lessee

must provide an appropriate certificate for the Chief of Police that satisfies the security requirement set forth by the City prior to any event. No event shall be continued beyond 11:00 p.m. The building must be vacated and secured as soon as there after as possible.

The Lessee agrees that any special setups or arrangements for any event shall be in compliance with rules of the Danville Fire Department. Amusement rides and other such vehicles must show and have on hand proper inspection certifications as required by the State of Virginia and the City Inspection Department.

The Lessee obligates itself: (a) to make good any loss sustained by the City resulting from any change of fixtures or appurtenances of damage to Lessor's property done by Lessee, its agents, patrons or employees, (b) to make every effort to maintain order and decorum on the premises when in use by the Lessee.

The City of Danville reserves the right to cancel a contract for rental of the Carrington Pavilion by giving notice in writing.

The City of Danville retains all concession rights at all events unless authorized otherwise by a concession contract approved by the Director of Parks, Recreation & Tourism.

#### APPLICATION PROCEDURES

1. Payment is to be made at the Carrington Pavilion Office at 629 Craghead Street, Danville, VA 24541.
2. Make check or money order payable to: City of Danville, Virginia.
3. Signed contract and deposit of 25% of total cost is due when completed contract is submitted. Final payment will be due along with the remittance of insurance documentation and all necessary permits at least **Thirty (30)** working days prior to any event unless waived by the City in writing.

This Agreement shall be construed under the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the City and the Lessee have caused this Agreement to be executed in duplicate originals by their duly authorized representatives as of the date first above written.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Crossing Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_