



Facility Rental Contract

Danville Parks and Recreation • P.O. Box 3300 Danville, VA 24543

Renter Name: _____ Rental Date: _____ Time: _____

Facility: _____ Facility Capacity: _____

No. of Tables: _____ No. of Chairs: _____ Attendance: _____

This Facility Rental Contract ("Rental") is entered into and effective as of this _____ day of _____ 20____, between the City of Danville Parks and Recreation Department and _____ ("Renter"). Each party agrees to be bound to the terms and conditions contained in the Rental Contract below.

1. Application and Payment:

- A. Every person or organization desiring use of a Parks and Recreation facility shall make application at least 15 business days in advance of such use, with the exception of the Crossing at the Dan Complex which requires an application at least 30 business days prior to use. Separate applications shall be made for each event. Reservations may be made up to six months in advance (one year for Crossing at the Dan complex).
- B. At the time a building rental application is made, Renter agrees to make a non-refundable deposit for Rental equaling 25% of the total fee. For park, trail, and plaza rentals, payment is expected in full at the time of application.
- C. Renter agrees to pay remaining balance of the rental at least 15 business days prior to Rental date. If the balance is not paid, City of Danville Parks and Recreation has the right to cancel Rental and the deposit shall not be refunded.
- D. Payment must be made in full and in cash or credit card for all reservations made 15 business days or less prior to rental date.
- E. Failure to complete and return **Facility Rental Contract** within 15 business days may result in cancellation of event.

2. Qualified Applicants: The facility is to be used only by established and responsible organizations or individuals. City of Danville Parks and Recreation reserves the right to withhold approval of any reservation or use until the applicant can present satisfactory evidence of the responsibility of the individual and/or of the organization. Presentation of incorrect information by the applicant shall be cause for cancellation of use and prevent future use of city facilities.

3. Refund Policy: Refunds for building and plaza rentals will be considered for 75% of total fee if request is made no less than 15 business days prior to rental date. Picnic reservations will be refunded only when the reservation is cancelled one month or more prior to date of use minus a 7% transaction fee. See picnic contract for details. To request a refund, Renter must complete the **Refund Request Form** and return it to the City of Danville Parks and Recreation Department.

4. Returned Check Fee: Renter will be charged a \$50 fee on returned checks.

5. Concessions: City of Danville Parks and Recreation shall have all concession rights. If items are being sold, Renter must complete a **Concession Contract**. Individuals, businesses or commercial vendors operating a concession for personal profit or gain on Parks and Recreation property must agree, by contract, to pay to the City of Danville 20% of the gross receipts (non-profits agree to pay 10%) from the vendor's sale. See External Concessions Section 3.4.6.

6. Conduct: It is the responsibility of Renter that all guests follow all rules and regulations set forth by City of Danville Parks and Recreation. The Parks and Recreation staff member assigned to supervise the event shall have authority to enforce all rules and regulations. Disorderly conduct on the premises by anyone in attendance at an activity will not be tolerated and may be cause for immediate closing of the function. In such cases, there will be no refund of user fees.

7. Fire Code: Smoking is prohibited in all indoor facilities. No candles or open flame of any form are to be burned within the building at any point by order of the Fire Marshall. (State of Virginia Fire Prevention Code 308.3)

8. Equipment:

- A. In the event it becomes necessary to attach special equipment (such as lights, amplifiers, etc.) to any portion of the permanent structure or fixtures of the stage, Renter agrees to obtain permission from the Director of Parks and Recreation or his designated agent. No permanent marking of any type shall be made on any natural or artificial surface, nor shall trees, posts, etc. be damaged or defaced. Any equipment or directional signs posted by approved methods shall be removed immediately after the event.
- B. All equipment such as tables, chairs, cones, flags, signs, etc. are the responsibility of the applicant (unless provided) and shall be removed promptly at the end of the event.
- C. Sufficient portable restroom facilities to serve the anticipated crowd must be provided by the applicant.
- D. The City of Danville or City of Danville Parks and Recreation will not be held responsible for any equipment or instruments left by Renter in the rented facility during any time.

9. **Police Supervision:** A **Police Supervision Request Form** is required for any event involving alcohol and all teen parties. If directed by City of Danville Parks and Recreation staff to request police supervision, Renter agrees to make such arrangements with Chief of Police of the City in at least 15 business days prior to use to determine the number of officers required, if any. Renter also agrees to provide documentation from Chief of Police, regardless of whether supervision is required or not, at least 15 business days prior to use. Only **Police Supervision Request Forms** provided by City of Danville Parks and Recreation will constitute communication with Police Department. Renter agrees to pay any and all fees necessary for police officers directly to Police Department. Rental fees do not include the Police Department fees. The **Facility Rental Contract** will not be complete without the signed form from the Police Department. If police supervision is required but not available prior to Rental, Renter may reschedule to another date when police are available or agree to adjust event where supervision is not required.
10. **Fire Department Supervision:** A **Fire Department Supervision Request Form** is required for any event where alcohol is being served or any public event with an anticipated attendance of 100 or more. It is the responsibility of the Renter to make arrangements for supervision with Chief of Fire Department. Forms must be turned in at least 15 business days prior to use.
11. **Parks and Recreation Supervision:** A member of City of Danville Parks and Recreation staff must be on duty at all times when the facility is in use unless otherwise noted.
12. **Teen Events:** All parties and events for youth and minors must be well supervised and party must be contained inside the building. These rentals may require additional supervisory staff or police for which an additional fee will be assessed.
13. **Assumption of Risk/Waiver of Claim:** Renter hereby assumes and accepts all risks of personal injury or death, and of property damage or loss, as may result from or arise out of or in connection with the Rental. Renter does hereby forever release and discharge the City of Danville and City of Danville Parks and Recreation, its officers, employees, concessionaires, servants and agents from any and all claims, demands and liabilities of every kind and nature as asserted by or on behalf of the lessee for any such injury, death, damage or loss; and do further agree to indemnify and hold harmless the City of Danville and City of Danville Parks and Recreation, its officers, employees, concessionaires, servants and agents from and against any and all claims, suits, demands, liabilities, damages, expenses and losses of every kind and nature, including injury to and death of persons and damage to and loss of property, by accident, theft or otherwise, in any manner resulting from or arising out of or in connection with Rental.
14. **Certificate of Insurance:** All events open to the public and/or where alcohol is served must obtain liability insurance. A certificate of insurance and an endorsement providing a minimum of one million dollars in liability coverage is required and must be submitted at least fifteen business days prior to each event open to the public. **Certificate must state name and date of the event. Both the certificate and the endorsement must list as additional insured: City of Danville, 427 Patton St. Danville, Virginia 24541.** 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 City of Danville has enrolled in a program which allows a lessee to secure cost effective liability insurance that provides protection for the Lessee as well as the government entity. This is called Tenant User Liability Insurance Program (TULIP) is a General Liability Policy written in the name of the lessee. For more information, visit www.onebeaconentertainment.com ID: #0501-365.
15. **Alcohol Policy:** Alcohol is not permitted in parks or on the Riverwalk. To serve or sell alcoholic beverages where allowed, Renter agrees to make notice of such at the time of application. Alcohol is allowed at Main St. Plaza area only when provided by a cash bar. If alcohol is to be served, it is the responsibility of Renter to contact the Virginia State ABC office to obtain an ABC license. Police and fire department supervision is required for all events with alcohol. See policies 9 and 10.
16. **Noise Ordinance:** Noise ordinances apply to all facilities. Volume on sound systems must be kept at an acceptable level, to be determined by the facility supervisor. Danville Sound Ordinance Ch. 23.1-1-6.
17. **Public Areas:** Reserved site includes the designated facility or area only. Trail, park, or plaza must remain open to the general public, except in the case of City-sponsored events where temporarily restricted public access is necessary for public safety and is coordinated by City staff. No motor vehicles are allowed on the Riverwalk or plaza. Rentals in residential parks shall be limited to two consecutive days per event.
18. Renter agrees to return the facility to the condition present prior to Rental.
19. **Taxes:** It will be the responsibility of Renter to determine and meet any tax levies and obtain any licenses, as may be applicable upon the use applied for, in advance of the use. (Contact Commissioner of Revenue Office (799-5145) and Building Inspector office (799-5263).
20. **Occupancy:** Occupancy limits are posted; it is the responsibility of the Renter to assure limits are not exceeded at any time.
21. **Setup:** Times of event must include time needed for setup and tear down.
22. Failure to submit required forms may result in forfeiture or cancellation of event.

I understand that a violation of the **Facility Rental Contract** guidelines and/or **Additional Facility Rental Rules** may/will result in the rental being cancelled at that time.

Renter Name (First, Initial, Last)

Renter Signature

Date

City of Danville Parks Recreation Representative

City of Danville Parks and Recreation Rep. Signature

Date



Additional Facility Rental Rules

Ballou Nature Center

- No alcohol is allowed on the premises.
- Due to its proximity to Outdoor Recreation business offices, dancing, running or jumping is not permitted.
- Under no circumstances should any food be cooked at the center. The kitchen can be used to heat food only.
- Any use of park grounds must be arranged by separate rental contract through Outdoor Recreation.

Ballou Recreation Center

- Under no circumstances should any food be cooked at the center. The kitchen can be used to heat food only.
- Any use of park grounds must be arranged by separate rental contract through Outdoor Recreation.

Coates Recreation, Glenwood Recreation, and Stonewall Recreation Centers

- No alcohol is allowed on the premises.
- Under no circumstances should any food be cooked at the center. The kitchen can be used for warming purposes only.

Crossing at the Dan Complex

- No nails, screws, tape, or fixtures of any kind may be driven or applied to walls, woodwork, floors or ceiling without permission of The Crossing management.

Main Street Plaza

- Events must end at 10 p.m. (Danville Sound Ordinance Ch. 23.1-1-6)
- Alcohol is permitted in designated roped area only and must be provided from a cash bar. No alcohol is permitted after 8 p.m.
- Renter is responsible for clean-up after the event.
- There will be no supervision from a city department. Parks and Recreation will bring a trash can and define the space before the event and pick up the trash can and perimeter ropes after the event.
- Restrictions: Petting zoos, pony rides, and other non-domesticated animals; inflatables; carnival rides; vehicles; on-site food preparation; and glass containers of any kind.
- Parking is not allowed adjacent to the plaza; parking is available at Newton’s Landing or other public areas.
- Sufficient portable restrooms for the number of guests are the responsibility of the Renter. These are to be placed at the Riverwalk Main Street Trailhead lawn.

Power Zone Fitness Center

- Children under the age of 16 are not allowed in the fitness area.
- Patrons are required to sign in at fitness desk and present membership cards before entering fitness area. Prior to membership, patrons are required to complete the Department’s Medical History Inventory. *See Appendix T - Medical History Inventory.*
- Patrons must place all belongings (bags, coats, etc.) in a locker or in the lounge area. Personal equipment other than lifting belts, lifting straps, and gloves are prohibited in the free weight area.
- Patrons must wear appropriate work out attire and athletic shoes while in the fitness room. Open toed/open heeled shoes are not permitted.
- Food is not permitted in fitness area. Sports drinks and water are allowed, but must be in a re-sealable plastic bottle.
- Dropping dumbbells is prohibited in the free weight area.
- Patrons are responsible for wiping perspiration off the equipment.
- Patrons are responsible for returning attachments, dumbbells, and plates to the racks.

I understand that a violation of the guidelines may/will result in the rental being cancelled at that time.

Renter Name (First, Initial, Last)

Renter Signature

Date

Date of Rental

Rental Location