



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



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

Organization / Person Submitting Request: \_\_\_\_\_

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)

Day Phone: (\_\_\_\_) \_\_\_\_\_ Evening Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

### TYPE OF ORGANIZATION:

**COMMUNITY/COMMERCIAL** The Organization and Sponsor or Individual 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 that the County School Board of York County, Virginia, the County of York, Virginia, or both as applicable, their respective Officers, Agents and Employees, are Additional Insured, with primary status, without participation from the School Board and/or County's insurers. The Certificate of Insurance and required Endorsements must be provided prior to approval of the facility request. In addition, the Organization and Sponsor or Individual 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.

The amount of insurance coverage stated above is a minimum requirement. A higher amount of insurance may be required by either the School Board or the County.

**INDIVIDUAL** (Additional insurance is not typically required; however, York County and the School Board reserve the right to require a certificate of insurance.)

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

Specific Facility Requested (soccer fields, gymnasium, etc.): Dr. Martin Luther King, Jr. Community Building

Planned Activity (please be specific): \_\_\_\_\_

Dates: \_\_\_\_\_ Through: \_\_\_\_\_ Estimated Maximum Attendance: \_\_\_\_\_

Times: Monday \_\_\_\_\_ to \_\_\_\_\_ Tuesday \_\_\_\_\_ to \_\_\_\_\_ Wednesday \_\_\_\_\_ to \_\_\_\_\_ Thursday \_\_\_\_\_ to \_\_\_\_\_ Friday \_\_\_\_\_ to \_\_\_\_\_ Saturday \_\_\_\_\_ to \_\_\_\_\_ Sunday \_\_\_\_\_ 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 Organization and Sponsor or Individual 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.

\_\_\_\_\_(hereinafter "Sponsor") on behalf of \_\_\_\_\_(hereinafter "Organization") as a duly elected officer or duly appointed representative of the Organization, or \_\_\_\_\_ Individual, certify that Organization and Sponsor or Individual agree to assume all risks and liabilities in connection with the use of the facility(s) requested and hereby releases and absolves and 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 requested and shall indemnify the County School Board of York County, Virginia, the County of York, Virginia and/or both, their respective Officers, Agents and Employees, against and save them harmless from all claims, demands, and judgments made or recovered against any of them because of bodily injuries, including death, at any time resulting there from, 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 Organization is not the patentee, assignee or licensee, and/or because of damage to property; from any cause whatsoever, arising out of, incidental to or in connection with the use of the requested facility, whether or not due to any act of its or their employees, servants, agents, or invitees and whether or not due to any act of omission or commission, including negligence of the County School Board of York County, Virginia and the County of York, Virginia, their respective Officers, Agents and Employees. Compliance by the Organization and Sponsor, or Individual, with the insurance provision hereof shall not relieve Organization and Sponsor, or Individual, from liability under this provision.

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

### For Office Use Only:

Reservation Fee: \_\_\_\_\_ Date Received: \_\_\_\_\_

Facility Use Fee: \_\_\_\_\_ Date Received: \_\_\_\_\_

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)

# CONDITIONS OF USE FOR PUBLIC FACILITIES

**Organization and Sponsor, as a duly elected officer or duly appointed representative of Organization, or Individual, certify that Organization, Sponsor and/or Individual will abide by the following conditions of use for public facilities:**

1. The Organization and Sponsor, or Individual, understand 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 responsibility of said Organization, Sponsor, Individual, and/or participant(s).
2. All applicable School Board rules and regulations, County ordinances and applicable State and Federal laws will be adhered to.
3. The Organization and Sponsor, or Individual, agree 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.
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/beverage 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 patron'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 group has a substantial number of people involved and wishes to appeal the schedule change, an appeal can be made through cognizant 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 Organization and Sponsor, or Individual, 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.**

# 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  
Non-Emergency Central Dispatch: 757-890-3621

## **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 THE 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 the right side of the entrance road heading out of the park. **No vehicles are 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 setting up, cleaning up, and tearing down all areas/equipment used. All food items must be removed 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 & 14 tables (72" long by 30" wide).** **Tablecloths MUST be used.** The building holds a **maximum of 60** people with chairs and tables. **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, 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. When leaving the park, take ALL unused food, beverages, and ice off-site. 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 tent use must be pre-approved by Parks and Recreation and indicated on the Facility Permit Request Form—**only propane/gas grills are allowed.** The grill must be placed to the left of the building on grass and attended to at all times. All grills must be removed from the park at the conclusion of the event.

7. **TRASH:** It must be placed inside large plastic bags and **MUST** be taken **off-site**. Please **do not** use trash receptacles outside the building for indoor trash. **DO NOT LEAVE TRASH IN BUILDING!**
8. **CONDUCT:** IMPORTANT: The person applying to reserve the park must ensure 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 or vaping is NOT permitted in County building facilities.
  - d. Betting or gambling in any form is prohibited.
  - e. Riotous, boisterous, threatening, or obscene conduct, or abusive, threatening, profane, or obscene language shall not be permitted. NOTE: This will include the content of any music played at Charles Brown Park, Dr. Martin Luther King, Jr. Community Building, and the conduct of individuals.
  - f. All music must be played inside the building with the doors closed. Amplified music is not allowed outside unless expressly requested and approved in writing beforehand by Parks and Recreation.
  - g. No pets or animals (except service dogs) are allowed in the building (dogs outside must be on a collar with a maximum 8’ leash and under complete and immediate control).

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

**Below are prohibited 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 by civic or non-governmental organizations, groups, or individuals in the building or premises.

10. **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. The name and address of a County facility may not be used as an organization's official address or headquarters.
- c. The fact that a group is permitted to meet at a County facility does not constitute an endorsement of the group’s policies or beliefs by the County.
- d. Per County policy, users are responsible for any costs incurred by the County due to their use (including damages incurred by the facility or park site from the group’s usage).

11. **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)