



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 FEATURE REQUESTS/ CONTRACTS.