



**ROANOKE**  
PARKS AND RECREATION

# ELMWOOD PARK RESERVATION APPLICATION TERMS AND CONDITIONS OF USE AGREEMENT

For Office Use Only:	
Date Received: _____	Received By: _____

## Section I - General Information

This Reservation Application and Terms and Conditions of Use Agreement (Reservation Application and Agreement) is an application for use of Elmwood Park and its facilities identified in the map attached hereto and made a part hereof as Exhibit A (Facilities) that any interested person or entity must complete in order to use any of the Facilities. Upon acceptance of the Reservation Application by the City of Roanoke Department of Parks and Recreation, the User shall be bound by and subject to all terms and conditions set forth in this Reservation Application and Agreement.

Upon receipt, User should complete this Reservation Application and Agreement and return to the City of Roanoke Department of Parks and Recreation, Administrative Offices, 215 Church Avenue, SW, Room 303, Municipal North, with the applicable deposit and supporting documents, as requested by the City of Roanoke Department of Parks and Recreation. Completed Reservation Applications and Agreement cover only the space and accommodations identified by the User in this Reservation Application and Agreement, for the intended use of the Facilities (Event). Move-in/out time shall be completed within the hours set forth in this Reservation Application and Agreement. Any additional time must be approved in writing by the Director of Parks and Recreation or designee. A completed Assembly Permit issued by the City of Roanoke, with all required documentation, must be provided by the User a minimum of thirty (30) days prior to the Event. A Reservation Application and Agreements for any of the Facilities must be received by the City of Roanoke Department of Parks and Recreation at least ninety (90) days prior to the Event with 50% of fees due at time of submitting the Reservation Application and Agreement (Deposit). The remaining balance of the fees plus the damage deposit are due no later than thirty (30) days prior to the Event. If the balance of account is not completely satisfied, the Reservation Application and Agreement will be void, the Event shall be cancelled, and the date of use can be reserved by the next interested party.

Note: The Deposit is due the date the Reservation Application and Agreement is received by the City of Roanoke Department of Parks and Recreation executed and before any promotion or advertising is released for Event. The Event will not be considered confirmed until Reservation Application and Agreement is executed, the Deposit has been received by the City of Roanoke Department of Parks and Recreation, and the Reservation Application and Agreement has been approved and accepted by the City of Roanoke Department of Parks and Recreation.

<p>The undersigned User has have reviewed and agrees to the "Facilities Rules and Regulations" listed on Exhibit B. The undersigned User acknowledges and agrees that failure to comply with such rules and regulations, as well as the City's park rules and regulations, may result in the cancellation of this reservation, forfeiture of all User Fees and deposits, and forfeiture of the privilege to use any of the Facilities in the future. Permits are revocable at any time for violation of any applicable federal, state, or local laws, rules, regulations, and ordinances: _____(initial)</p>
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## Section II – Applicant Information

Applicant/Organization Legal Name: \_\_\_\_\_

Designated Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Applicant/Organization Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Public Contact Phone: \_\_\_\_\_ Public Contact Website: \_\_\_\_\_

Public Contact Social Media Sites: \_\_\_\_\_

## Section III – Event Information

Event Description (Please include Event purpose/objectives, entertainment elements, as well as a tentative outline with the schedule of the Event, map, and layout. If needed, please attach additional sheets): \_\_\_\_\_

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Proposed Event Date(s): \_\_\_\_\_

Load-In Start Time: \_\_\_\_\_ Load-Out End Time: \_\_\_\_\_

Event Start Time: \_\_\_\_\_ Event End Time: \_\_\_\_\_

Estimated Attendance: \_\_\_\_\_ Estimated Vendors: \_\_\_\_\_

Time Gates Open for Patrons: \_\_\_\_\_

Describe admission and ticket sales process and procedures, including the identity of the ticket vendor, if applicable: \_\_\_\_\_

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## Section IV – Ticket Sales Methods (if applicable)

Websites: \_\_\_\_\_

Phone: \_\_\_\_\_ Other: \_\_\_\_\_

Ticket Price(s): Advance: VIP \$ \_\_\_\_\_ Fixed \$ \_\_\_\_\_ Lawn \$ \_\_\_\_\_

Gate: VIP \$ \_\_\_\_\_ Fixed \$ \_\_\_\_\_ Lawn \$ \_\_\_\_\_

Other: \_\_\_\_\_

## Section V – Sound Company (if applicable)

Business Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ License #: \_\_\_\_\_

\*A certified and insured professional sound company approved by the Roanoke Department of Parks and Recreation must provide all sound. Approval is required prior to bringing sound equipment to the Facilities. The user is responsible for all costs associated with the sound company (required to meet onsite at least two weeks before Event).

Sound equipment to be used: \_\_\_\_\_

## Section VI – Lighting Company (if applicable)

Same as Sound Company?  Yes  No

Business Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ License #: \_\_\_\_\_

\*A certified and insured professional lighting company approved by the Roanoke Department of Parks and Recreation must provide all lighting. Approval is required prior to bringing lighting equipment to the Facilities. The user is responsible for all costs associated with the lighting company (required to meet onsite at least two weeks before Event).

Lighting equipment to be used: \_\_\_\_\_

## Section VII – Security

User is responsible for providing the number of uniformed security personnel and bears all costs associated with security, as determined by the Roanoke Police Department. The security company must be approved by the Roanoke Department of Parks and Recreation Director or designee at least two weeks prior to the Event and provide proof of liability insurance. User must provide proof of contract with the approved security company to the City two weeks prior to the Event (required to meet onsite at Least two weeks before Event).

Business Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ License #: \_\_\_\_\_

Will food and/or beverage be distributed at the Event?  Yes  No

If yes, please include list and licensed caterers/vendors name and applicable permit: \_\_\_\_\_

Will alcohol be sold at the Event?  Yes  No

If yes, please include vendor's name and applicable permit: \_\_\_\_\_

## Section VIII – User Fees for Facilities

Please indicate the facilities to be used for the Event. Separate user fees are applicable for each day of the Event. Individuals shall pay the user fees calculated at the “for profit” rate.

FACILITIES	NON-PROFIT	FOR PROFIT
<input type="checkbox"/> Fountain Walkway	\$150	\$150
<input type="checkbox"/> Bullitt Plaza	\$150	\$150
<input type="checkbox"/> South Lawn	\$150	\$150
<input type="checkbox"/> Art Walk	\$150	\$150
<input type="checkbox"/> Amphitheater	\$500	\$1,000
<input type="checkbox"/> Amphitheater w/Green Rooms	\$650	\$1,150
<input type="checkbox"/> Whole Park	\$1,100	\$1,600
<input type="checkbox"/> Whole Park, All Access	\$1,250	\$1,750
<input type="checkbox"/> Refundable Damage Deposit	\$1,000	\$1,000
OTHER ITEMS		
<input type="checkbox"/> City Alcohol Permit	\$50	\$50
<input type="checkbox"/> Chair Rental (per chair)	\$2	\$2
<input type="checkbox"/> Chair Rental, Set-Up/Take Down (per chair)	\$3	\$3
TOTAL COST OF EQUIPMENT AND SERVICES	\$ _____	(initial) _____

All User fees include: Access to Potable Water; Grey Water Disposal; Electricity; Trash Containment; and On-Site Event Staff

## Section IX – Use of Amphitheater

The User may occupy the Facilities selected above for the Event provided User shall pay in full the amount of the User Fees calculated above and comply with all terms and conditions of this Reservation Application and Agreement.

## Section X – Fees and Deposits

User hereby submits to the City and the City hereby acknowledges receipt of the following:

1. User agrees to pay 50% of the User Fees calculated above, equal to the sum of \$ \_\_\_\_\_ which User agrees constitutes as a non-refundable deposit (Deposit) at the time of reservation for the use of the Facilities selected in the Reservation Application and Agreement for the Event on the date(s) and time(s) indicated. User encloses the Deposit with delivery of this Reservation Application and Agreement. **(initial)** \_\_\_\_\_
2. User agrees to pay the sum of \$ \_\_\_\_\_ which User agrees constitutes as a non-refundable user fee on or before \_\_\_\_\_ (thirty (30) days before Event) for the remaining balance owed for User Fees for the Facilities selected for the Event on the date(s) and time(s) indicated. **(initial)** \_\_\_\_\_
3. User agrees to pay the sum of \$1,000.00 which User agrees constitutes as a **damage deposit** for the Event on the date(s) and time(s) specified above. The City agrees to return this damage deposit to User within (30) thirty days following conclusion of the Event, provided User has satisfied all requirements set forth in the terms specified. **(initial)** \_\_\_\_\_

## Section XI – Compliance with Laws and Facility Rules

User and User’s guests shall at all times maintain proper conduct and decorum and shall comply with all laws, ordinances, rules and regulations of all applicable federal, state and local governmental bodies, including all applicable ordinances, rules and regulations of the City of Roanoke. Additionally, User acknowledges receipt of the Facilities User Fees, the map attached as Exhibit A, and the Facilities Rules and Regulations attached as Exhibit B. The User shall reimburse the City for all damage to the Facilities and ANY City property arising from the Event caused by User or by the User’s guests, employees, agents or affiliated persons, ordinary wear and tear excepted.

## Section XII – User’s Release, Indemnity, and Hold Harmless

In consideration of being permitted to use the Facilities for the Event, the User agrees as follows:

The City will not be liable for any claims for injury or damages resulting from or arising out of the use of the Facilities or properties adjacent thereto and User releases the City from any and all such claims and User agrees to indemnify the City and hold it harmless against any and all such claims, damages, losses, and expenses.

No liability either express or implied, will be incurred by the City of Roanoke, its agents, servants, and employees, arising out of the use of the Facilities by User, its agents, servants, employees, and invitees, and their respective assigns, successors, and licensees, during the date and time of the Event specified above. User agrees to indemnify and save harmless the City of Roanoke, its agents, servants, and employees, and invitees, from and against any and all liability for damages arising from injuries to persons or damage to property occasioned by any acts or other omissions, negligent or otherwise, of User, its agents, servants, employees, or invitees, and their respective assigns, successors, and licensees, including any and all expenses, attorney fees, legal expenses, or otherwise, which may be incurred by the City of Roanoke or its agents, servants or employees, in defense of any claim, action or suit, irrespective of any claim that an act, omission or negligence of the City of Roanoke or its agents, servants or employees contributed to such injury or damage.

## Section XIII – Sovereign Immunity

The City reserves, and does not waive, the City’s right to assert the defense of sovereign immunity and/or other defenses, including defenses afforded the City by section 15.2-1809, Code of Virginia (1950), as amended, to any claim made against the City.

## Section XIV – Cancellation/Refund Policy

See Facilities Rules and Regulations for details pertaining to cancellation and refund policy (Section 2, P. A-D).

## Section XV – Insurance

User is required to procure and maintain, at its sole cost and expense for the duration of this Reservation Application and Agreement and the Event Comprehensive General Liability insurance in the name of the User. This insurance policy must cover, in addition to the general public, all entertainers and their support staff and any other individual participating in or attending the Event for which the Facilities are used. User must furnish proof of coverage through a Certificate of Insurance naming the City of Roanoke, its officers, employees, agents, and contractors as an additional insured thirty (30) days prior to the Activity. See Facilities Rules and Regulations for full requirements.

## Section XVI – User’s Representations

If a corporation, partnership, or other legal entity, the User represents and warrants to the City that the person executing this Reservation Application has full right, power, and authority to execute this Reservation Application on behalf of User and, that upon such execution, this Reservation Application and Agreement shall be binding upon and enforceable against User.

User further acknowledges and agrees that this Reservation Application and Agreement shall become a binding agreement between User and the City of Roanoke, Virginia upon acceptance of this Reservation Application and Agreement by the City of Roanoke Department of Parks and Recreation.

User further acknowledges, agrees and represents that, by executing and delivering this Reservation Application and Agreement, User agrees to all terms and conditions of this Reservation Application and Agreement, including, without limitation, all ordinances, rules, and regulations of the City of Roanoke, Virginia and the City of Roanoke Department of Parks and Recreation.

## Section XVII – Miscellaneous

This Reservation Application and Agreement, and the exhibits attached hereto and made a part hereof, constitute the entire agreement between the parties and may be modified only by written agreement of the parties, and shall be governed by the laws of the Commonwealth of Virginia.

## Section XVIII – Authorized Signatures

In Witness Whereof, User has executed this Reservation Application and Agreement as of the date set forth below User’s execution, by User’s authorized representative, and the City of Roanoke, Virginia has accepted and approved this Reservation Application and Agreement as of the date set forth below the execution by the Director of the City of Roanoke Department of Parks and Recreation or by the Director’s designee.

User:  
\_\_\_\_\_  
(Print Legal Name of User)

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

This Reservation Application and Agreement is received, accepted and approved by the City of Roanoke, Virginia, subject to the terms and conditions contained herein.

By: \_\_\_\_\_

Director, Roanoke Parks and Recreation

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