

This policy pertains to the Pittsylvania County Community Center located at 115 South Main Street, Chatham, VA 24531.

Please make all payments payable to: Pittsylvania County, PO Box 426, Chatham VA, 24531.

**Facility Rental Rules & Regulations**

- Parks and Recreation reserves the right to accept or reject, at any time, any application for use of facilities. Advance payment of fees will be refunded if rejection of application is deemed necessary.
- Community Center Reservation Applications shall be completed and submitted by an adult, 18 years of age or over, and at least thirty (30) working days prior to the requested date of the event. No permits shall be issued to minors. The reservation security deposit must accompany the reservation application to hold the reservation.
- Any group or organization that has damaged or destroyed the Center's property or has failed to follow established policy in the past may be denied a permit. Staff shall consider the safety, health and welfare of persons and the security, preservation, and orderly use of the Center as criteria when renewing permit applications. Parent/guardian will be responsible for behavior of minors. Permit holder is required to follow all local ordinances and laws.
- Charging admissions, selling tickets, games of chance or solicitation of money in any manner without prior approval of the Director of Parks and Recreation is prohibited. This includes the sale of and /or peddling of any foods, refreshments, novelties, or goods.
- The Center may, at its discretion, require the lessee to provide, at the lessee's sole expense, any police, fire, and/or other center staff as deemed reasonable for the protection and preservation of the public property and peace.
- The Center requires the lessee to meet such other special conditions as are deemed reasonable and necessary for the safe and effective functioning of the proposed event.
- Caterers used by groups must be licensed. Unlicensed caterers will be required to obtain a banquet permit from the Health Department to prepare food in the facility kitchen.
- Care of Property: Property shall be left free of trash/debris and in similar conditions to those that existed prior to authorized use. Failure to comply could result in loss of security deposit or additional charges being levied.

**Alcohol**

Alcohol will be prohibited at the Pittsylvania County Community Center.

**Insurance**

The sponsor of any event may be required to provide liability insurance in an amount no less than \$1,000,000.00 for the center. Additional insurance may be required at the discretion of the Parks and Recreation Department. The event sponsor shall agree to hold Pittsylvania County harmless from any damage or claims arising from the action of the permit holder, his/her employee(s) or patrons while the facility is in use. Also, the permit holder must agree to indemnify Pittsylvania County from and against any and all claims, loss, injury, causes of action and any consequential and incidental damages incurred during the use of the facility, including reasonable attorney fees and costs.

**Security Deposit Fees**

The Center requires a signed contract and security deposit from each lessee at the time of rental. The deposit is refunded if no damage occurs and the area is left in a clean and satisfactory condition. Failure to comply shall, at the Director of Parks and Recreation’s discretion, result in the Center’s retention of any required security deposit to reimburse the Center for staff time and any expenses incurred as a result of applicant’s failure to perform these duties. The deposit is not a limit on the liability of the sponsor for payment of clean-up costs or repair of any damage to the facility as a result of the event.

Cancellations must be made in writing to the Community Center. Security deposits for reservations cancelled less than thirty (30) days prior to event date are non-refundable.

Room	Security Deposit
<b>Art Room</b>	None
<b>Gallery Room</b>	\$50
<b>Grand Hall</b>	\$100
<b>Gym</b>	\$100

***SECURITY DEPOSIT NOTE:*** *At the discretion of Pittsylvania County Parks and Recreation, Non-Profit entities may be eligible for a waving of the security deposit.*

**Rental Fees**

A fee will be charged in accordance with the fee schedule below. Checks must be made payable to Pittsylvania County and must be submitted at least thirty (30) working days in advance of the rental date. The rental fee will include the security deposit, rental of space, set-up and take-down fees and any other additional fees. Reservations are not considered final until all fees have been paid. Please do not send invitations or make other arrangements until your application has been approved and paid in full.

Room	Capacity	Bleacher	Rental	Rental	Set Up/Take Down Staff Fee	Additional Fees
	<u>Theatre Style</u>	<u>Seating</u>	<u>4 Hours</u>	<u>8 Hours</u>	<u>Flat Rate</u>	
Art Studio	40	20	\$50.00	\$100.00	\$40.00	\$25.00 Per Hour
Kitchen	n/a	n/a	\$50.00	\$100.00	-	\$12.50 Per Hour
Kitchen (use of center dishes)	n/a	n/a	\$75.00	\$150.00	-	\$18.75 Per Hour
Gallery Room	100	n/a	\$140.00	\$280.00	\$60.00	\$35.00 Per Hour
Grand Hall	175	n/a	\$160.00	\$320.00	\$80.00	\$40.00 Per Hour
Gymnasium	450	134	\$340.00	\$680.00	\$120.00	\$85.00 Per Hour
Stage	-	-	-	-	\$20 per section (max 4 sections)	
Mic, Podium, Speakers	-	-	-	-	\$20.00	
Park Picnic Shelter	-	-	-	-	\$50 (4-hour rental)	

**RENTAL FEE NOTE:** At the discretion of Pittsylvania County Parks and Recreation, Non-Profit entities may be eligible for a 50% reduction of room RENTAL. This reduction does not include SET UP/TAKE DOWN STAFF FEES.

**I/We the undersigned have read the Pittsylvania County Community Center Facility Use Policy and agree to adhere to all the policies contained herein.**

Signature: \_\_\_\_\_

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

**Pittsylvania County Community Center** and \_\_\_\_\_,

hereinafter respectfully called the Center and the User.

This agreement provides for the use of the \_\_\_\_\_

on \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_, at a cost of \$ \_\_\_\_\_ with

Set-Up/Take-down/clean-up fees of \$ \_\_\_\_\_ for a total rental cost of \$ \_\_\_\_\_.

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**Release, Waiver of Liability & Indemnity**

In consideration of being permitted to utilize these areas of the Center for the above-mentioned purpose, and for payment of the above cited use fees, the User, for itself and all its employee's, agents, representatives, and assignees, agrees and represents that it has or will inspect and carefully evaluate such premises. It is further warranted that use of the facilities for any purpose constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully evaluated and that the User finds and accepts same as being safe and reasonably suited for the purpose, use or participation.

In further consideration of being permitted to enter the Center for any purpose consistent with this agreement, including but not limited to evaluation or use of facilities or equipment, the User hereby agrees to the following:

1. The User hereby releases, waives, discharges and covenants not to sue the Center, its directors, officers, employees, and agents (hereinafter referred to as "releases") from all liability to the User, its employees, agents, personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to person or property or resulting in death of the User, whether caused by negligence of the releases or otherwise while the User or its employees, clients, agents, or representatives are in, upon, or about the premises including use of any facilities or equipment therein.
2. The User shall agree to hold Pittsylvania County harmless from any damage or claims arising from the action of the permit holder, his/her employee(s) or patrons while the facility is in use. Also, the permit holder must agree to indemnify Pittsylvania County from and against any and all claims, loss, injury, causes of action and any consequential and incidental damages incurred during the use of the facility, including reasonable attorney fees and costs.
3. The User hereby agrees to indemnify, defend, save, and hold harmless the releases from any loss, liability, damage, or cost they may incur arising from the User's operations at the Center premises, including but not limited to use of Center's equipment or facilities, regardless of whether such harm is caused by a sole or partial fault of the releases.

4. The User hereby assumes full responsibility for and risk of bodily injury, death, or property damage that may be incurred arising from the User's operations at the Center premises, including but not limited to use of the Center's equipment or facilities, regardless of whether such harm is due to the sole or partial fault of the releases.

The User further expressly agrees that the foregoing RELEASE, WAIVER, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Virginia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IT IS FURTHER MUTUALLY AGREED between the parties that:

- The User shall not violate any city, county, state, or federal law in or about the said premises.
- The User shall not assign this agreement without written consent of the Center.
- When deemed necessary by the Center, the User shall provide certificates compensation insurance and of general liability insurance with limits of \$1,000,000 that are updated annually and provide notice of cancellation.
- When deemed necessary by the Center, the User shall name Pittsylvania County as an additional insured on its general liability policy with annual verification and notice of cancellation.
- This agreement may be terminated at any time by either party by giving the other party thirty (30) days prior written notice.
- This agreement is the product of joint negotiation and drafting. No provision herein will be construed against either party on the basis that either party drafted the language in question.

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**The User has read and voluntarily signs this Use of Facilities Agreement and the incorporated release and waiver of liability and indemnity and further agrees that no oral representations, statements, or inducement inconsistent with the foregoing written agreement have been made.**

**User Signature:** \_\_\_\_\_

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

**Center Staff:** \_\_\_\_\_

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



## **Community Center Reservation Application**

115 South Main Street, PO Box 426, Chatham Virginia 24531

434-432-7736 • recreation@pittgov.org • pittsylvaniacountyva.gov/recreation

### **Facility Requested**

Room \_\_\_\_\_

Organization \_\_\_\_\_

Name \_\_\_\_\_

Day Phone \_\_\_\_\_ Evening Phone \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address \_\_\_\_\_

### **Event**

Date: \_\_\_\_\_ Day of Week: \_\_\_\_\_

Starting Time: \_\_\_\_\_ Ending Time: \_\_\_\_\_

Number Attending: \_\_\_\_\_

### **State Purpose of use or type of activity**

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### **Special Instructions or equipment**

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Note:

- Law enforcement presence may be required at any event, at the sole discretion of the Community Center. The applicant is responsible for any cost associated with the scheduling of law enforcement.

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*I have read and understand the Facility Use Policy and hereby agree to comply with its content. I understand that failure to observe these regulations or County, City, State or Federal law will result in cancellation of my event and forfeiture of all fees paid for the event.*

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

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<b><u>OFFICE USE ONLY</u></b>	
Date Received: _____ By: _____	Insurance Certificate: Yes _____ No _____
Deposit Amount: \$ _____ Date Paid: _____ Check #: _____ • Money Order • Cash	Rental Fee: \$ _____ Staff Fee: \$ _____ Total Fees: \$ _____ Date Paid: _____ Check #: _____ • Money Order • Cash