

# **Patriot Park Amphitheater Policy**

Spotsylvania Parks and Recreation Department

540-507-7529

## **Eligible Users of Amphitheater**

- Spotsylvania Parks and Recreation Department sponsored groups.
- Spotsylvania County Government Departments and agencies.
- Non-profit, civic, charitable, social, fraternal or other tax exempt organizations located within or serving Spotsylvania County.
- Renters must be twenty one (21) years or older.

## **Hours of Operations**

- The amphitheater rents from April 1<sup>st</sup> thru December 31<sup>st</sup> each year.
- Amphitheater is available for use from 9:00 a.m. – 10:00 p.m. Sunday through Saturday.
- The County reserves the right to amend dates and hours of operation as necessary.

## **Reservations**

- Groups desiring to use the amphitheater must apply by completing the appropriate application which can be obtained from the Spotsylvania Parks and Recreation Department.
- Applications will be approved, modified, or disapproved by the Director of Spotsylvania Parks and Recreation Department or his designee.
  - Reservations are taken on a first come, first serve basis.
- Reservations are accepted up to one (1) year in advance but no later than 21 days prior to the event date.
- Reservations will NOT be confirmed until FULL payment is received with application.
- Reservation requests which do not include payment will hold the amphitheater for 7 days. If payment is NOT received within 7 days of the submission of the application, the amphitheater will once again be made available to others.
- Users are required to provide a detailed description of the planned event with the application.
- Groups sponsored by Spotsylvania Parks and Recreation Department and Spotsylvania County Government Departments and agencies shall be given first priority in the use of the Amphitheatre.

## **Use of Amphitheatre**

- Applicant shall only occupy the facility during the date and time requested and approved.
- All Amphitheater activities MUST BE COMPLETED BY 10:00 P.M. (2 hours for cleanup)
- The size of the rental group MAY NOT EXCEED the maximum capacity for the rental area, which is 2,000
- Any lighting or sound equipment requirements are the sole responsibility of the renter.

- Renter is responsible for the removal of any/all trash and garbage (from the premises) generated by the activity.
- All maintenance requirements will be adhered to.
- Renter may display informational signs on site during period of use. All signs must be removed at the end of the rental period. Any holes made when erecting signage MUST be filled with dirt after removal of signs.
- Renter is required to remove any/all decorations and/or supplies used for the event immediately following the conclusion of the event.
- County property shall not be removed from the facility or premises.
- Users must obtain all appropriate local, state and federal permits and licenses if required.
- Users must abide by all appropriate local, state and federal laws including but not limited to the Spotsylvania Noise Ordinance.

### **Staffing**

- All events shall be staffed by County personnel and the User shall pay a fee for each person required to staff an event. Spotsylvania Parks and Recreation shall determine the number of staff necessary in advance of the event date.

### **Concessions**

- Users may provide concessions at the event if the appropriate fee is paid.
- All vendors must obtain a business license from the Spotsylvania County Commissioner of Revenue if required by the Code of Virginia (1950, as amended) and/or Spotsylvania County Code.

### **Parking**

- Vehicles are not allowed to be driven or parked on any portion of the grounds other than designated roadways and parking areas.

### **Police and Traffic Control**

- User is responsible for making all necessary arrangements for sheriff and /or security protection and traffic control.

### **Fire, Safety and Alcohol Regulations**

- Users shall comply with all smoking, fire, alcoholic beverage and other regulations set forth by the County of Spotsylvania, the Commonwealth of Virginia or the federal government. If deemed necessary by County Staff that Rescue or Fire personnel are needed, the user shall be responsible for all fees and charges associated. The user shall be informed of the need for Rescue or Fire personnel in advance of the event date.
- The presence and consumption of alcoholic beverages or controlled substances are prohibited, except when the use of alcohol is a necessary element of a religious ceremony.

### **Insurance**

- Any person/organization/association applying for use of the Amphitheater shall promptly furnish a certificate of insurance in the minimum amount in an amount not less than \$1,000,000 for any occurrence involving bodily injury, and not less than \$1,000,000 for any occurrence involving property damage, naming Spotsylvania County as additional insured with respect to liability

involving the administration of activities organized, sanctioned or approved by the group or association providing said insurance certificate.

- User shall agree to indemnify, defend, and to hold harmless Spotsylvania County and the officials, employees, volunteers and agents thereof, from any and all claims, suits and actions for injury or damage sustained by any person or property, including attorney's fees and costs suffered as a result of participation in an event occurring at the Amphitheatre or from any act or omission by the User.

### **Damage Liability**

- User MUST accompany a County representative on a walk through prior to and following the event in order to inspect for and report finds of damaged property or facilities before and after the rental period.
- User is responsible for any loss, damage or theft of personal property that is incurred by your organization and /or those in attendance.
- User is responsible to restore damaged premises to pre-event condition.

### **Special Event Permit**

- A Special Entertainment Permit pursuant to Spotsylvania Code § 3-46 may be required depending on the type of event.
- Users must contact the Spotsylvania County Zoning Department (507-7222) to inquire as to whether a Special Entertainment Permit is required.

### **Portable Toilets**

- If deemed necessary by Spotsylvania Parks and Recreation staff, the user may be required to provide portable chemical toilets. All fees associated with this provision will be the responsibility of the user. The User shall be informed of the need for portable toilets in advance of the event date.

### **Cancellations**

- A written cancellation request received within 21 to 30 days of the rental date shall be granted a refund of the rental fee less 20% and over 30 days shall be granted a refund of the rental fee less 10%.
- Refund checks are mailed through the Finance Office in four (4) to six (6) weeks after receipt of cancellation request.
- Reservations canceled less than 21 days from the event date will NOT receive a refund.
- A Date Change Fee of \$50 will be charged for a change in the event date made after the full payment of fees.
- Weather related cancellations may be subject to a partial refund. All employee fees and a minimum of 10% of the rental fees are non refundable.
- Spotsylvania Parks and Recreation reserves the right to cancel an event due to a scheduling error. If the cancellation is a result of actions of Spotsylvania Parks and Recreation, then User shall be entitled to a full refund.

## **Fees**

- Base Rental Fee - \$300.00 County Resident / \$500.00 Non-County Resident
- Hourly Employee Fee - \$20.00 per hour (Minimum of 2 hrs.)
- Cleaning Deposit -\$200.00 (Refundable)
  - Cleaning Deposits are held for three (3) working days after the conclusion of the event to inspect the facility
  - Cleaning Deposit will be forfeited if use of facility runs over allotted/approved time of use.
  - Clean-up deposit will be returned if the responsible party complies with the requirements for cleanliness of the facility. Clean-up deposit will not be returned if facility is not cleaned after use and renter will be billed for any additional charges incurred due to the cleaning of the facility.
- Concessions - A \$50.00 per vendor fee will be charged per function.
- Payment of fees can be made by cash or check, payable to: Treasurer, Spotsylvania County.
- No fees shall be charged to groups sponsored by Spotsylvania Parks and Recreation Department and, Spotsylvania County Government Departments and agencies.

## **Gate Receipts**

- A fee of 15% of Gross Gate Receipts will be required from any/all users of the amphitheater charging admission to an activity/event. The renter is responsible for paying the 15% fee within five (5) working days after the event date.

## **General Terms and Conditions**

- Spotsylvania Parks and Recreation does not discriminate on the basis of race, religion, color, sex, age, religion, national origin, sexual orientation, gender identity, sex, marital status, disability, or status as a U.S. veteran.
- Spotsylvania Parks and Recreation Department reserves the rights to deny the use of the Amphitheater facility to any person or organization for the protection of the health, safety and welfare of the citizens of Spotsylvania County.
- Spotsylvania Parks and Recreation Department is the final authority on the interpretation of its policies governing use of public facilities and reserves the right to modify its policies at its sole discretion.
- Users agree to adhere to these policies and understand that a violation of any portion of the policy or application will result in cancellation/ termination of the rental and forfeiture of all payments and fees, as well as future rental privileges.
- Spotsylvania County authorities or the Sheriff's Department may at any time enter or search the premises.