



Facility Use Application

**Activity & Meeting Rooms
Park Pavilions
Wilkin's Lake Pier**

Winchester Parks & Recreation Department
1001 East Cork Street • Winchester, VA 22601
Phone: (540) 662-4946 • Fax: (540) 678-8791
wincparks@winchesterva.gov • www.winchesterva.gov/parks

General Information

Revised 2/21/2018

General Information

Making a Reservation

The Winchester Parks & Recreation Department permits individuals, businesses, civic groups and other organizations to use park facilities.

- To secure a facility for a rental less than \$200, payment in full of the total cost of use is due at the time of booking along with the Facility Use Application. If the reservation is \$200 or more, a 30% deposit is required to secure the reservation with the remaining balance of the rental fee due within ten (10) business days of the requested date.
- Applications for rentals that are open to the public require a copy of a City of Winchester Business license if goods or services are being sold. It is the responsibility of the applicant to contact the Commissioner of Revenue to determine if a business license is required. A copy of the insurance is required. A general liability policy with \$1,000,000 combined single limits. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A.M. Best rating of A- or better. The insurer must list the member locality as additionally insured. The endorsement must be issued by the insurance company. A notation on the certificate of insurance is not sufficient.
- Applicants must be 21 years of age or older.

Facility Checklist

A checklist will be completed by the recreation attendant or park staff at the beginning as well as the conclusion of the event. As long as a check has been satisfactorily completed and there are no damages, no additional fees will be charged to the household. If the facility has been left in unsatisfactory condition, a charge for time and materials will be billed. No future reservation can be made until the fee is paid.

Large special events require a Special Event Application and must be submitted at least 60 days in advance. Special event applications can be downloaded from our website at winchesterva.gov/parks under the Special Events – Hosting an event tab. All special event applications should be returned to the Leslie Bowery at Winchester City Parks and Recreation Department at 1001 E. Cork St. Winchester, VA 22601 for review. This Facility Use Application should be submitted to the Winchester Parks & Recreation Department directly that can be downloaded from winchesterva.gov/parks.

Cancellations or Relocation

Submit cancellations, in writing, no less than three (3) business days prior to the scheduled event. A **30%** administrative fee will be retained if the reservation is cancelled prior to three (3) days of the date. Cancellations made within three (3) business days will not be refunded. Cancellations after this time will result in the forfeiture of the entire rental cost. Once a rental begins, there is no refund.

All efforts will be made to keep approved facility reservations intact; however, the Winchester Parks & Recreation Department reserves the right to relocate or cancel a function if necessary.

Facility Use Rules and Guidelines

The Winchester Parks & Recreation Department strives to provide quality facilities for your use. The following rules and guidelines are in place for everyone's safety and enjoyment of park facilities.

General Rules for Use of All Facilities

- Minimum reservation of 2 hours for all room reservations.
- City of Winchester sanctioned activities, special events, and approved community partners have first priority use of all facilities.
- Posting of any signage or balloons on trees, posts, fencing, light poles, and gates is prohibited.
- Use of tobacco is not permitted indoors, on or within 50 feet of any athletic fields, playgrounds, War Memorial Building or organized activities. Alcoholic beverages are not permitted on any park grounds or in any park building.
- Non-profit Applicants are required to provide proof of tax status (501-C3) including address prior to receiving the non-profit rate. The non-profit rate will only be honored for those non-profit entities that reside within the City of Winchester limits.
- For-profit Applicants are required to provide a general liability policy with \$1,000,000 combined single limits. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A.M. Best rating of A- or better. The insurer must list the member locality as an additional insured. The endorsement must be issued by the insurance company. A notation on the certificate of insurance is not sufficient. A copy of the policy shall be provided at the time of application. Insurance is not required for small gatherings including parties, reunions, etc. unless those in the group are conducting business or selling products.
- Applicant agrees to reimburse the City of Winchester for any damage of public property as a result of the user's use of the facility. Groups are responsible for all damages and cost associated with the damages. Decorations shall not be taped, nailed, stapled or fixed in any way to walls, doors, glass, lights, electronic equipment, or ceilings.
- No candles or open flames are permitted.
- The Applicant certifies that the information given in the application is correct. Falsification of information on the application will result in immediate dismissal from the facility, forfeiture of all fees paid including any deposits and denial for future use.
- All facility users shall not exclude anyone in participation, deny anyone benefit of, or otherwise subject anyone to discrimination because of the person's race, color, national origin, age or disability.
- Applicant is responsible for compliance with Americans with Disabilities Act, as it relates to the event, performance, and services to be provided in relation to the event for individuals with disabilities.
- Applicant hereby guarantees and assumes full and exclusive responsibility for the safety of persons and property of all participants and activities including, without limitation, players, participants, staff, officials, agents, or lessee, spectators, and members of the public in attendance at either activity contemplated hereby, or actually conducted by the Applicant.
- The park is not responsible for any lost, stolen, or misplaced personal items or equipment.
- Applicant and its guests will comply with all rules and regulations established by the Winchester Parks & Recreation Department. The Parks & Recreation Department reserves the right to dismiss any persons from the facility. Applicant understands that Parks staff has the authority to determine if participants are strictly adhering to all rules and regulations, and we have the full authority to enforce these regulations. Parks staff must be respected and obeyed. NO foul language will be permitted.
- All persons and activities must comply with local, state and federal laws. This includes the prohibition of use and/or possession of weapons, alcohol, or any illegal substances on the property. If you suspect anyone attending your event is intoxicated or under the influence of drugs, it is the applicant's responsibility to escort them off of the property.
- Applicant agrees to notify and request permission for the sale of items including but not limited to tickets, goods or services or if admission fees are sold or collected at said event.

- All noise and music must be kept to a minimum. Park staff will determine if the noise or music has a negative impact on other activities and has the authority to order it be turned down. Excessive noise will result in applicant's forfeiture of future facility use.
- Inclement weather-The Winchester Parks & Recreation Department reserves the right to close any facility or cancel rentals and activities if inclement weather is imminent. The Department will make every effort to contact users in a timely manner by telephone, email or radio. Applicant should attempt to contact the Department during these situations if they have not heard from park personnel.
- Users are responsible for leaving the room as they found it. A fee will be added if the rooms are left dirty or damaged.
- Users are required to remain in their designated rental area and shall not use other areas, other than restroom facilities, without permission.

Pavilion Use

- Pavilion Rentals for full day (9am-9pm) use are available from April 15-October 15. Exceptions to this include special events that will restrict the time the pavilions are available for rent on the day of the special event.
- Please have your receipt on hand to verify rental to Park Maintenance Staff.
- Renter is responsible for extra trash bags and cleanup of the shelter. Leave the pavilion as you found it.
- Trash should be collected in bags and placed outside the shelter for maintenance to collect.
- Non-water related Inflatables are permitted at pavilions as long as they are accompanied by an amusement device permit and inspection.
- All signs, balloons, streamers and other items must be taken down after each event. Signs cannot be attached to any trees, fencing or existing park signage. Park signage shall not be blocked in any way.
- Many of our shelters are ADA accessible. If you or your guests have any special needs or requirements, please make WPRD aware of these needs when you turn in your application

Pier Use

- Events cannot block the sidewalk at Wilkin's Lake Pier

OTHER RULES MAY APPLY TO YOUR USE. THE PARK RANGER AND DESK ATTENDANT RESERVE THE RIGHT TO ENFORCE OTHER RULES TO PROTECT CITY PROPERTY AND ENSURE ORDER AND PEACE.

NO ALCOHOL PERMITTED ON PARK PROPERTY



Facility Use Application

Application Date

Event Date: _____ Hours of Event: From _____ am/pm To _____ am/pm
(Request must include set-up and clean-up time)

Name of Person/Organization Requesting use: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Day Phone: _____

Evening Phone: _____ Mobile Phone: _____

Email: _____

Type of Event: _____

Size of Group/Estimated Attendance: _____ (Note: If group exceeds room capacity, the function will be terminated without refund)

Will your group be selling anything at this event? ___ Yes ___ No

If yes, do you have a City of Winchester business license? ___ Yes ___ No

(No group will be permitted to sell anything without prior park approval and a business license)

Facilities Requested:

- Lord Fairfax Room (50 occupant load) Arts & Crafts Room (50 occupant load)
Recreation Room (20 occupant load)

Wilkin's Lake Pier

- X-Large Shelter (101-150 occupant load) Large Shelter (76-100 occupant load)
Lions* Rotary* Kiwanis I* Antique Car*
Exchange*

- Medium Shelter (26-75 occupant load) Small Shelter (25 and under occupant load)
Fireman's POW-MIA Memorial Jaycee I Key Club I
Shawnee Lions Key Club II Optimist

*Shelters that are ADA accessible

Facility Rental Fees: See current Facility Rental Fee Schedule for a full list of fees.

Cleaning Charge

I understand I am responsible for my set up and clean up. If the facility is not left in satisfactory condition, I will be charged time/materials to return facility into original condition. This fee must be paid ten (10) business days after my reservation if I have left the facility in unsatisfactory condition. No future reservation can be made until the fee is paid. _____ (initial)

I agree to pay additional fees if I have not vacated the premises by the reservation end time. ____ (initial)

Facility Rental Fee \$ _____ Deposit Amount \$ _____ Amount Owed \$ _____

Please forward the Facility Use Application, rental fee, and deposit to:

Winchester Parks & Recreation Department
1001 East Cork Street
Winchester, VA 22601
Questions? Call 540-662-4946
Fax 540-678-8791

The Applicant shall indemnify and hold the City of Winchester, its employees, agents, and representatives harmless from all suits, actions, claims of any kind, including attorney's fees brought on account of any personal injuries, property damage, or damages of any kind, or violations of any rights, suffered by any persons or property in consequence of any neglect in safeguarding contract work, or on account of any act or omission by applicant or its employees, volunteers or participants. In addition, applicant shall indemnify and hold the City of Winchester, its employees, agents, and representatives harmless from any claims or amounts arising from violation of any law, and for any agents, or assigns related to the performance of this MOU and shall be responsible for all damages, costs, expenses, and fees including but not limited to reasonable attorney's fees associated therewith.

I have read, understand and agree to abide by the Facility Use Rules and Guidelines incorporated into this document and associated with my rental of the facility. I have the authority to act in behalf of the above-named organization and I accept responsibility for actions and behavior of all participants.

For new renters:

I have received a copy of the rules and regulations for using the facility.

Signature: _____ Date: _____

For return renters:

I have been offered a copy of the rules and regulations for using the facility.

- I accept a copy
- I decline a copy at this time

Signature: _____ Date: _____