



# City of Harrisonburg

## Facility Use Policy

The following information is provided and will be enforced to ensure a safe and enjoyable experience for our guests. Facilities managed by the City of Harrisonburg and the Harrisonburg Parks and Recreation Department shall be available for reservation on a first come, first reserved basis and subject to the rules, policies, standards and regulations as outlined in this document.

The Renter must comply with all policies, regulations, and ordinances of the City of Harrisonburg, and all federal and state laws, rules, ordinances, and regulations. The City of Harrisonburg reserves the right to immediately revoke a facility use permit for violation of these policies or violation of any federal, state, or local rule, regulation, law, or ordinance. Revocation of a facility use permit will result in forfeiture of all fees and may prevent the user from being able to use facilities in the future.

**Reservation requests designated by the City of Harrisonburg as a “Special Event” must adhere to the rules and procedures of the Special Event Review Team.**

### **Definitions:**

**“Applicant or Renter”** are used interchangeably in this policy and on the Facility Use Application and means any organization or individual formally requesting use of a HPRD facility.

**“COI”** means a Certificate of Liability Insurance

**“Department” or “HPRD”** means Harrisonburg Parks and Recreation Department

### **A. Making a Reservation**

***Requests for use of facilities must be submitted at least fourteen (14) days prior to the reservation date.*** Requests submitted with less than a fourteen (14) day notice may be denied use of the facility.

No oral agreement for use of a facility managed by the City of Harrisonburg or Harrisonburg Parks and Recreation shall be valid.

To secure a facility reservation location, date and time, a ***Facility Use Permit Application*** must be submitted with all applicable fees and required insurance documents. The reservation time as indicated on the Facility Use Permit Application **must be inclusive of set-up and clean-up time.**

The City of Harrisonburg reserves the right to cancel or reschedule any facility reservation in the event of an emergency.

Reservation requests for use of any space (indoor or out) of Harrisonburg Municipal Complex (including City Hall) may not be permitted during regular business/operating hours or when City Council or any Board of the City meets. The City of Harrisonburg council, boards, commissions or departments has priority use of City facilities.

Reservation requests for a single day or one-time reservation or a Special Event can be submitted up to three hundred sixty five (365) days prior to the reservation date.

When paying by check or credit card (if accepted), the name on either form of payment, must be the same as that of the individual whose name appears on the Facility Use Application. Checks should be made payable to: **CITY OF HARRISONBURG.**

Reservation requests will only be accepted from individuals eighteen (18) **years of age or older** verified by a valid, current photo ID. The name and address on the form of identification must be the same as that on the Facility Use Permit Application.

**The individual making the facility reservation, and whose name appears on the Facility Use Permit Application must be in attendance at the facility for the duration of the event.**

Individuals representing a business and/or organization must have the authority to sign a Facility Use Permit Application on behalf of the business and/or organization and must attest to same in order to secure a reservation location, date and time.

All information provided on the facility use permit application must be accurate. Any misrepresentation in the application will be considered a violation of these policies and may result in denial of the application or revocation of the permit.

The Renter shall not assign, convey or transfer the Facility Use Permit to another entity (individual or group). Assigning the Facility Use Permit to another entity (individual or group) may result in immediate revocation of the Facility Use Permit and forfeiture of all fees.

The City of Harrisonburg reserves the right to decline any application if the event does not align with the City of Harrisonburg organizational goals and values or if the event conflicts with other downtown events or revitalization goals.

Reservation of a facility **does not** restrict use of the remainder of the facility by others. Common areas and areas of the facility not reserved through a facility use permit will remain open to the public during the event.

***City Hall Meeting Rooms and Atrium:***

Reservation applications for use of meeting rooms at Harrisonburg City Hall are accepted during regular business hours, on a first come, first reserved basis. Applications are available in the City Manager's Office located in City Hall and may be submitted to:

Office of the City Manager  
409 S Main St.

Harrisonburg, VA 22801

Reservations at the Harrisonburg City Hall must conclude no later than 10:00 PM, inclusive of clean-up time.

***Park Shelters and Recreation Facility Meeting Rooms:***

Reservation applications for use of Park Shelters or meeting rooms at the Cecil F. Gilkerson Community Activities Center or the Lucy F. Simms Continuing Education Center are accepted during regular business hours, on a first come, first reserved basis. Applications are available at and may be submitted to:

Cecil F. Gilkerson Community Activities Center (CAC)	305 S. Dogwood Drive
Westover Swimming Pool	305 S. Dogwood Drive
Lucy F. Simms Continuing Education Center (Simms)	620 Simms Avenue

Reservations at the CAC and Simms Center must conclude no later than 9:00 pm. Requests for use of facilities ending after 9:00 pm must have the prior written permission of the facility supervisor.

Park Shelter reservations are reserved from 10:00 am until 6:00 pm.

***Electricity*** at park shelters is NOT guaranteed. Caution must be exercised so as not to overload electrical outlets; if electrical breakers “trip” and shut off power to the shelter, then electrical service will no longer be available.

***Electricity*** is NOT available for use of an amusement device. Amusement devices approved for use, as noted on the Facility Use Permit Application, must be accompanied by a generator.

***Turner Pavilion & Park (grassy lot):***

Reservation applications for use of Turner Pavilion are accepted during regular business hours, on a first come, first reserved basis. Applications are available at and may be submitted to:

Cecil F. Gilkerson Community Activities Center (CAC)	305 S. Dogwood Drive
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Turner Pavilion is available for reservation weekdays from 5:00 pm-11:00 pm; Saturdays from 2:00 pm-11:00 pm; and, Sundays from 7:00 am-11:00 pm. Requests for use prior to 1:00 pm on Saturdays must be coordinated with the Harrisonburg Farmers Market.

Restrooms facilities are not available at Turner Pavilion & Park. Renter is responsible for providing portable restrooms for their guests.

**Required Documents**

1. Facility Use Permit
2. Applicable fees and deposits
3. Proof of non-profit status, if applicable
4. Certificate of Liability Insurance, if applicable

## **Fee and Cancellation Information**

Cancellations and refund requests must be submitted in writing fourteen (14) days prior to the reserved date. Requests will be reviewed by the facility supervisor. If refunded, the renter of the cancelled reservation will be refunded the deposit paid. Reservation fees will be retained by the City of Harrisonburg.

Reservations cancelled with less than a fourteen (14) day notice will forfeit all fees paid.

## **Responsibilities of the Renter**

The Authorized Agent of the Renter, as identified on the Facility Usage Permit Application, agrees to be present at the reserved facility for the duration of the event. Absence of the Authorized Agent during the stated reservation period may automatically forfeit the return of the security deposit and may prohibit the Renter from any future reservations at a City owned/operated property.

The Renter agrees to be responsible for the actions of their guests and their guest's compliance with all applicable federal, state and local rules, regulations, laws and ordinances while on City property. The Renter will not use the premises or allow the premises to be used for any illegal, unsafe or immoral purpose. Gambling is prohibited on the premises.

The City reserves the right to immediately terminate a Facility Permit for violation of any reservation use policy, rule, regulation, ordinance or any violation of a federal, state or local rule, regulation, law and/or ordinance.

No individual shall rent a facility when the event will have an expected attendance greater than the maximum occupancy allowed for use of the space.

The Renter agrees to be prompt in arriving and departing the facility. It is understood that the reservation time frame, as it appears on the Facility Use Permit Application, includes time for set-up, decorating and cleaning of the facility. The building/facility/room will not be open prior to or later than the rented time. If additional time is needed, additional reservation time must be purchased. If the Renter stays longer than the time appearing on the permit, the reservation fees owed will be deducted from the deposit.

The Renter agrees to assume all responsibility for any damages done to the facility as a result of their usage inclusive of damages done by the Renter's agents or assigns, visitors, invitees, guests, trespassers, to any portion of the premises rented by Renter.

The Renter agrees to report any damages to the facility or equipment immediately. Costs associated with the damage may be deducted from the security deposit; additional charges may apply.

The Renter agrees to leave the premises in as good or better condition than which existed prior to their usage. All trash and paper must be picked up from floors/grounds, including hallways and exterior of the facility and/or pavilion. Trash must be placed in proper trash receptacles and where available, trash must be taken to the facility dumpster.

The Renter agrees to clean spills on floors, tables and chairs. The Renter is also responsible for wiping clean tables, chairs, countertops, sinks, refrigerators, stoves and kitchen area, if used.

The Renter agrees to remove all decorations from the facility and to remove all personal items at the conclusion of the reservation period. The City will not be responsible for items left at the facility.

The Renter agrees to ensure that the facility and all equipment in the building is left in its original condition.

The Renter agrees to provide chaperons, as the Renter deems appropriate, for any function that is attended by any person under the age of eighteen (18) years of age. Notwithstanding, the City may require the Renter to provide additional chaperons.

The Renter acknowledges that the City of Harrisonburg is not responsible for any items lost, stolen or left on the premises before, during or after the event.

The Renter acknowledges that all vehicles must be parked in designated parking spaces. Violators may be issued a parking citation if they park outside of designated parking spaces.

### **Facility Use Rules, Policies, and Procedures**

City employees may enter any and all reserved areas during the course of an event to ensure compliance with these rules, policies, and procedures.

Scotch tape and masking tape are the **only** means of affixing decorations to walls and ceilings. No pins, staples, nails, duct tape, tacks, or other materials or devices may be used.

Fires or other heat sources are prohibited on all city public properties. Park grills are to be used for cooking only. Shelters with attached or adjacent fire places may be used, however, the applicant is responsible for ensuring any fire or charcoal embers are completely extinguished prior to leaving the reserved or used facility.

The following are **prohibited** at any facility managed by the city unless otherwise noted: smoking or use of tobacco products in areas designated non-smoking; illegal drugs; firearms or weapons prohibited by state or federal law are prohibited on city property; alcohol (unless otherwise noted); glass; gambling; the throwing of rice, confetti, or glitter; and candles or pyrotechnic devices, including fog machines.

Loud music prohibited.

Amplified sound, music and speaking or other potentially disruptive activities are allowed but must be approved prior to use.

### **Commercial Use, Admission Fees, and Public Performances**

No food, beverage, article, item, privilege, or service, including professional services such as private lessons or athletic instruction, or other commercial uses, may be sold without the prior written permission of the facility supervisor. The renter is responsible for obtaining any necessary

licenses prior to such sale. Commercial use includes the collection of an admission fee from guests or registration fees taken prior to entry.

The renter agrees to pay all royalties and assume all costs arising from the use, performance, or production of any invention, design, process, material, or equipment that is the subject of patent rights or copyright, and to hold harmless and defend the city against any related claim. The renter may be required to provide proof of permission or license for any public performances.

The renter acknowledges that the city does not endorse, promote, condone, certify, vouch or recommend, nor is it responsible for, any of the content, actions, or services associated with the renter or its activities and programs.

### **Amusement Devices, Equipment, and Entertainment Providers**

Live animals, including petting zoos, pony rides, and wildlife displays, are prohibited.

Inflatable amusement devices are allowed only in conjunction with a facility use permit and only at certain park locations.

Regulated amusement devices may require additional permits and insurance.

## Facility Use Fees

<i>Location:</i>	<i>Reservation Use Fee</i>	<i>Security Deposit</i>	<i>Maximum Capacity</i>
Turner Pavilion	\$100.00 per day Hours vary	\$50	n/a
Grassy lot next to Pavilion	\$50.00 per day Hours vary	\$50	n/a
Atrium – City Hall	\$70 per hour	\$50	200 seated 372 standing
Room 011 – City Hall	\$70 per hour	\$50	56 seated 170 standing
Room 012 – City Hall	\$35 per hour	\$50	35 seated 107 standing
Room 011 & 012	\$100 per hour	\$50	91 seated 277 standing
Room 237	\$35 per hour	\$50	17 seated
Room 241	\$35 per hour	\$50	6 seated
Room 320	\$35 per hour	\$50	4 seated
Park Shelters	\$35 per day 10am-6pm	n/a	n/a
CAC*/Simms*/PRSC* Large Rooms	\$70 per hour	n/a	
CAC/Simms Small Rooms	\$35 per hour	n/a	
Simms Auditorium	\$70 per hour		

\* **CAC** means Cecil F. Gilkerson Community Activity Center

\* **Simms** means the Lucy F. Simms Continuing Education Center

\* **PRSC** means the Price Rotary Senior Center