





SPECIAL EVENT PERMIT APPLICATION
City of Hampton



ALL SECTIONS MUST BE FILLED OUT COMPLETELY

Permit Fee: Non-refundable \$50 per event payable to: City of Hampton

40 Lincoln Street Hampton, VA 23669 Phone: (757) 727-6640 Fax: (757) 727-6629

APPLICANT / ORGANIZATION INFORMATION Date of Application: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Organization Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

➤ On-Site contact for Day of Event: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

This Contract made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2015 by and between the City of Hampton, Virginia, a municipal corporation of the Commonwealth of Virginia, by and through the Hampton Police Division, hereinafter referred to as the "City," and \_\_\_\_\_, a Virginia \_\_\_\_\_ (corporation, partnership or sole proprietorship), having a principal place of business at \_\_\_\_\_, hereinafter referred to as "Applicant/Organizer."

EVENT INFORMATION

Event Name: \_\_\_\_\_

Event Date(s): \_\_\_\_\_ Estimated Attendance: \_\_\_\_\_

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

Event Location (be specific): \_\_\_\_\_

(If appropriate) Start Location: \_\_\_\_\_ End Location: \_\_\_\_\_

Route Location/Plan: \_\_\_\_\_

Set-Up times: \_\_\_\_ AM/PM \_\_\_\_ AM/PM Breakdown times: \_\_\_\_ AM/PM \_\_\_\_ AM/PM

Description and Purpose of Event: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

➤ Must attach site plans, maps, or drawings, etc. that depicts the exact event area including the street boundaries; North, South, East & West. Initial \_\_\_\_\_

Type of Event:

- Parade/Walk/Run       Festival/Fair       Concert
- Picnic       Rally/Tribute
- Other (Please specify: \_\_\_\_\_)      \*Motorcycles are not permitted in parades

**EVENT INFORMATION**

**Please indicate whether the following items pertain to your event: (circle all those that apply)**

- Food/Retail Vending      Yes       No
- Amplified Music/Sound      Yes       No
- Street Closure or Sidewalk Use      Yes       No
- Tents      Yes       No
- Amusements/Rides      Yes       No
- Vehicles/Trailers On-Site      Yes       No
- Electricity Needed      Yes       No
- Potable Water Needed      Yes       No
- First Aid Request (separate form is required)      Yes       No
- Security (separate form is required)      Yes       No
- Dumpster Use      Yes       No
- Portable Toilets/Wastewater Containers      Yes       No
- Event Advertising/Signage      Yes       No
- Portable/Mobile Stage (separate application & fee is required)      Yes       No
- Fireworks (separate form is required)      Yes       No

If you have answered 'yes' to any of the previous questions please proceed to the equivalent section and describe. \_\_\_\_\_

If you have answered 'no' to all of the following questions please proceed to the Application Agreement (final page). \_\_\_\_\_

**No Admission Fees - Exception**

In no circumstances, other than the exception noted below, shall **any** form of an admission fee be charged for entrance to an event or venue. This includes, but is not limited to, mandatory donations or selling tickets for admission.

Admission fees may be charged and collected by entities created pursuant to Virginia Code Section 15.2-2403(9), for events conducted by them, at venues located wholly within the boundaries of the Service District they serve.

**Food and Retail Vending**

(A vendor is someone who is serving, selling, or sampling food, beverages; including alcohol or merchandise.)

- Food:** (Please check all that apply)
- Served Free       Sold       Catered       Samples
  - Prepared Outdoors (gas, electric, charcoal, other)

Total number of Food vendors: \_\_\_\_\_

**Merchandise:**     Yes     No    Total number of vendors: \_\_\_\_\_

Description of vendors: \_\_\_\_\_

- All Food Vendors must provide proof of insurance, and meet the requirements of the Commissioner of the Revenue's Office, Health Department, and Fire Marshal.
- The certificate of insurance must show that a general liability policy is in place with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. The City of Hampton must be named as an additional insured on the COI. The COI must be accompanied by an endorsement to the general liability policy naming the City of Hampton as an additional insured. A copy of the certificate needs to be filed with the City of Hampton at least 90 days prior to the event date (see page 5 of this application for Insurance Requirement details).
- A list of all Food, Beverage (including alcohol), & Merchandise vendors including contact information is required **30 days** prior to event date to the Commissioner of the Revenue's Office and the Health Department. Notify the Commissioner of the Revenue's Office after the event of any vendors whom failed to participate in the event.

**Beverage:** (Please check all that apply)

- Wine                       Beer                       Mixed Beverages  
 Sold                               Served

- All Alcohol Vendors must provide proof of insurance and meet the requirements of the Department of Alcoholic Beverage Control. A form is required to have ABC in public parks.
- The certificate of insurance must show that a general liability policy is in place with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. The City of Hampton must be named as an additional insured on the COI. The COI must be accompanied by an endorsement to the general liability policy naming the City of Hampton as an additional insured. A copy of the certificate needs to be filed with the City of Hampton at least 90 days prior to the event date (see page 5 of this application for Insurance Requirement details).
- All Events with alcohol are required to have Hampton Police Officers on-site during the event. The number of Officers required will be based upon anticipated event attendance or as deemed appropriate by City Staff. Please contact the Hampton Police Department to make these arrangements.
- Applicant must contact the Commissioner of the Revenue's Office in regards to local tax liabilities.

**Amplified Music/Sound**

Please indicate the start time: \_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/PM

Sound Check Time: \_\_\_\_\_ AM/PM

- Security deposit will **NOT** be refunded if applicant plays any music that, in the sole discretion contains obscenity or fails to lower volume after being informed by Parks and Recreation staff or the Hampton Police Department

**Street Closures/Sidewalk Use**

Please describe the reasons for a street closure or sidewalk use, include a map of the route if closure is needed for a parade/walk/run:

\_\_\_\_\_

- All street closures or sidewalk use require permission from the City of Hampton Police Department. All permit requests must be submitted at least ninety days prior to your event.

**Stages/Tents**

How many stages will be set up? \_\_\_\_\_

Please list stage sizes: \_\_\_\_\_

Are you requesting the use of the mobile Stage for your event?  Yes  No

(Mobile Stage is only available during the months of March – December and requires a separate application and fee.)

How many tents will be set up? \_\_\_\_\_  
Do you rent or own these tents? \_\_\_\_\_

What is the expected occupancy under tent: \_\_\_\_\_  
If renting, from where? \_\_\_\_\_

- *The Virginia Uniform Statewide Building Code states that any tent or air-supported structure that covers an area over 900 square feet or that has an occupant load of over 50 persons, requires a building permit. (see page 4 of this application). Tents used for food preparation needs to meet Fire Department regulations.*

**Amusements/Rides**

Please list the type of amusements/rides planned (to include inflatable devices) and where you are renting the equipment:

\_\_\_\_\_

- *Inflatable amusement vendors must provide proof of insurance in the form of a certificate of insurance showing that a general liability policy is in place with limits of one million dollars (\$1,000,000) per occurrence and a two million dollar (\$2,000,000) aggregate as well as excess insurance in the amount of \$2,000,000). The City of Hampton must be named as an additional insured on the COI. The COI must be accompanied by an endorsement to the general liability policy naming the City of Hampton as an additional insured. A copy of the certificate needs to be filed with the City of Hampton at least **90 days** to the event date (see page 5 of this application for Insurance Requirement details).*
- *You must have at least one trained operator for each piece of rented equipment.*

**Electricity and Water Access**

The City of Hampton can provide access to multiple 120 volt power outlets as well as water at Mill Point Park, and Buckroe Beach Park. Generators for additional electrical needs may be needed for your event at these locations. Electricity may not be available at all event locations in the City of Hampton.

Will you be bringing in additional generators for electrical power?  Yes  No

If your electrical plans exceed the regular 120-volt power outlets, a City Electrician must remain on-site during your event (a four hour minimum is required). There is an additional fee for this service (\$45.00 per hour).

**Waste Disposal and Restrooms**

You are responsible for your own trash disposal when using the venue. Additional trash receptacles are available for an additional fee. There are no restroom facilities available outside at many of our facilities. Rental of portable restrooms is required for all events. If restroom facilities are not sufficient for the anticipated or actual number of attendees, it is the sole responsibility of the applicant to furnish adequate restroom facilities.

Please describe your clean-up plan:

\_\_\_\_\_  
\_\_\_\_\_

Please list your plan for restroom facilities:

\_\_\_\_\_  
\_\_\_\_\_

**Event Advertising and Signage**

Event advertisements and signage may be placed within your event area ONLY. The City of Hampton does not allow the use of off-site signage. Please contact the Community Development Office – Land Development Services (LDS) Division at 757-728-2444 or visit the <http://hampton.gov/cdd/> for more information.

Please list your plan for event signage to include proposed locations of signage:

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**Insurance Requirements**

Evidence of insurance is required before final permit approval can be made. The Applicant/Organizer must provide a Certificate of Insurance (COI) with an Endorsement which shows the following:

- General liability insurance with limits of one million dollars ( \$1,000,000) per occurrence and a two million dollar (\$2,000,000) aggregate as well as excess insurance in the amount of \$2,000,000.
- The City of Hampton must be named as an additional insured on the COI. The COI must be accompanied by an endorsement to the general liability policy naming the City of Hampton as an additional insured.

Copies of the COI and Endorsement need to be filed with the City of Hampton at **least 90 days** prior to the event date. (see page 4 of this application) A copy should be faxed to 757-727-1470 (Risk Management) & 727-8313 (Parks & Rec.)

**Hold Harmless/Indemnification**

It is understood and agreed that Applicant hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Applicant, its subcontractors, agents or employees under or in connection with this Contract or the performance or failure to perform any work required by this Contract. Applicant agrees to indemnify and hold harmless the City and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Contract, and (c) the performance of the work by Applicant or those for whom Applicant is legally liable. Upon written demand by the City, Applicant shall assume and defend at Applicant’s sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees or officials.

**Applicable Law and Venue**

This Contract shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

Applicant shall observe and comply with all laws, rules and regulations of the federal, state and city governments governing operations and conduct on City property.

Any and all suits for any claims or for any and every breach or dispute arising out of this Contract shall be maintained in the appropriate court of competent jurisdiction in the City of Hampton.

**Non-Assignment**

Applicant shall not assign its rights and duties under this agreement without the prior written consent of the City.

**Termination with Cause**

The City of Hampton reserves the right to revoke any permit at any time if the applicant or its users do not adhere to the rules and regulations governing the use of the property and deposit will be forfeited.

**Event Cancellation**

The City of Hampton reserves the right to shut down any event, upon no notice to the event organizer, in situations that threaten the public health, safety and welfare. Such situations include, but are not limited to, hurricanes, tropical storms, lightning storms, and other severe weather events, unruly or violent crowds, and crowds in excess of property capacity. City shall not issue any refunds if an event is cancelled pursuant to this section of this Agreement and will not be liable for any additional expenses incurred by the event organizer as a result of cancellation.

**Modification**

There may be no modification of this Contract, except in writing, executed by the authorized representatives of the City and Contractor.

**FAITH-BASED NON DISCRIMINATION**  
**THE CITY OF HAMPTON DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.**

**Site and Equipment Rental Fees**

Any unbudgeted costs incurred by the City as a result of the event shall be accepted and paid in full (in advance, as applicable) by the sponsoring individual or organization. All rental and other determined fees must be paid at least thirty (30) business days prior to the event.

Hampton City Coded Ordinance No. 1352 Sec. 26.26.1

The following rental fees apply for usage of Facilities in Hampton:

Permittee (organization/applicant) shall assume all risks incident to or in connection with the permitted activity and shall be solely responsible for damage or injury, of whatever kind or nature, to person or property, directly or indirectly arising out of or in connection with the permitted activity or the conduct of permittee's operation. Permittee hereby expressly agrees to defend and save the City, its officers, agents, employees, and representatives harmless from any penalties for violation of any law ordinance, or regulation affecting its activity and from any and all claims, suits, losses, damages, or injuries directly or indirectly arising out of or in connection with the permitted activity or conduct of its operation or resulting from the negligence or intentional acts or omissions of permittee or its officers, agents, and employees.

- (a) Special event fees are fees that cover the city's cost to provide basic support to special events held at city parks and other city outdoor facilities. This support includes, but is not limited to, monitoring and supervising the event, janitorial services, trash collection, utilities, and routine site restoration when the activity is over.

- (b) Event organizers are individuals or groups who sponsor or coordinate special outdoor events and activities in public parks and on public rights-of-way, which events and activities are open to the public.
- (c) Event organizers who conduct outdoor special events on public property, and whose event is open to the public, shall pay a "special event fee" for events held at Gosnold's Hope Park, Briarfield Park, Buckroe Park, Mill Point Park, Carousel Park, Buckroe Pier, pedestrian malls and streets.

(1)The following fees shall apply:

Fee	Gosnold's	Briarfield	Buckroe	Mill Point	Carousel	Buckroe Pier 1
Permit Fee	\$50	\$50	\$50	\$50	\$50	\$50
Rental Fee	\$500/day	\$500/day	\$500/day	\$250/day	\$250/day	\$250/day
Deposit	\$500	\$500	\$500	\$500	\$500	\$500
Staff Fee	\$160— \$350	\$160— \$350	\$160—\$350	\$160/day	\$160/day	\$160/day

(2)The staff fee is based on the following:

a. Up to five hundred (500) people per day	\$160
b. Five hundred one (501) to one thousand (1,000) people per day	\$350
c. Over one thousand (1,000) people per day	*The fee will be negotiated by the director or his designee based on projected usage and activities.

- (d) Events that would not require a "special event fee" are outdoor private activities on public property, which are not open to the public such as cookouts, weddings, invitation events, and city sponsored or co-sponsored events. Private activities not sponsored or co-sponsored by the city will still be required to pay the associated shelter or stage fee as required in this chapter. The Director of Parks and Recreation is authorized at his discretion to exempt certain events from paying the "special event fees".
- (e) All event organizers will be required to complete a "special event application" and pay a fifty dollar (\$50.00) application fee. In addition, a deposit in the amount of five hundred dollars (\$500.00) must accompany the application which sum shall be allocated if required to defray the costs of police supervision and any damage or cleanup operations occasioned by the use of the property. Any portion of the deposit not so allocated shall be refunded to the applicant thirty (30) days after the date of the event.
- (f) Applicants who obtain a "special event permit" pursuant to this section, will not be required to obtain a "live band permit" pursuant to section 26-28 of this chapter.

*(Ord. No. 1352, 5-14-03; Ord. No. 1452, 12-14-06)*



**Event Security Deposit**

A refundable security deposit of \$500.00 is due upon the approval of your event. This deposit will be used in the event of damage to the facility or grounds and/or extra clean up required.

**Guidelines**

All fees must be paid at least thirty (30) business days before the date of your event. Unpaid fees may result in the cancellation of your event. Checks or money orders should be made payable to the City of Hampton.

**Fee Schedule:**

Buckroe Beach Main Stage	\$500	\$ _____
Buckroe Pier 1	\$250	\$ _____
Buckroe Lot A or Lot B	\$250	\$ _____
Mill Point Park	\$250	\$ _____
Gosnold's Hope Park	\$500	\$ _____
Carousel Park	\$250	\$ _____

Mobile Stage	Non-Profit \$400/day For-Profit \$700/ day	\$ _____
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PA System for Mobile Stage	\$60/day plus \$25/hr. staff charge Total hours _____ @ \$25	\$ _____ <i>Total:</i> \$ _____
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Staff Fee (*see pg 7)	Up to 500 people \$160/day 501-1000* people \$350/day	\$ _____ \$ _____
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Event Barricades (Bike Racks)	Pick up - \$12 per 8' section Drop off / Pick up - \$14 per 8' section <i>Total Racks requested _____ @ \$_____ Total:</i>	\$ _____
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Trash Cans	\$7.50 each/day	\$ _____
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Bleachers	10-row \$1,000/day 4-row \$500/day	\$ _____ \$ _____
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Security Deposit (\$500)		\$ 500
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Permit Fee		\$ 50
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Other _____		\$ _____
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*Depending on park usage, some facilities may require additional shelter rentals.  
Electrician fee is \$45/hour*

<b>Total Amount Owed to City of Hampton</b>		<b>\$ _____</b>
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**Entire Agreement**

This Agreement represents the entire agreement of the parties, rescinding and superseding all previously written agreements and all oral understandings between the parties.

**IMPORTANT PERMIT INFORMATION**

Please be advised that all components of the event are subject to Hampton Police Division approval and may require approval by and/or permits from other City Departments/Agencies. The Hampton Police Division approval does not constitute permission from other departments/agencies. It is the responsibility of the applicant to secure all necessary permits and/or licenses at least thirty (90) days prior to the event.

**Important Contact Numbers:**

**Phone**

- Virginia Department of Health (Health Permits) (757) 727-2570
- Commission of Revenue (Business License, Tax Information, etc.) (757) 728-5026
- Virginia Department of Alcoholic Beverage Control (ABC License) (757) 825-7830
- Permit Office (Large Building or Tent Structures) (757) 728-2444
- Risk Management / Insurance (757) 727-6617
- Lieutenant/Deputy Fire Marshal (757) 727-1210
- Police (On-Site Extra Duty Special Projects - Sgt. Brylewski) (757) 726-6982
- Police (Special Event) – Sr Cpl. Gallishaw (757) 727-6640
- Signage / Banner information – Kelly Brezinski (757) 726-2941

WITNESS, the following signatures

THE CITY OF HAMPTON, VIRGINIA ORGANIZER: \_\_\_\_\_

By: \_\_\_\_\_  
Senior Corporal H. Gallishaw  
Special Events Supervisor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Please note: This application is not your Special Event Permit. Arrangements for your event should not begin until you receive a copy of this application fully executed from the Hampton Police Division. Under no circumstances may you hold your event without a Special Event Permit. Please follow up with each department and make sure you have approval. Once Parks & Recreation receives acknowledgement from all departments that you have completed all requirements will a Permit be issued by Parks & Recreation.**

Please Return to:  
City of Hampton  
Hampton Police Division  
Attn: Senior Corporal H. Gallishaw  
40 Lincoln Street, 3<sup>rd</sup> Floor  
Hampton, VA 23669  
Phone: 757-727-6640  
Fax: 757-727-6629  
hgallishaw@hampton.gov

**Please be sure to make a copy of this application for your records.**

## Signature Page

*Applicant has fulfilled all requirements necessary for this event*

Police Department: \_\_\_\_\_  
*Extra Duty form submitted; site map of event; overflow parking plan*

Commissioner of the Revenue: \_\_\_\_\_  
*Promoter's License or Peddler's License requirement met: List of all vendors to be provided 30 days prior to the event. Food & Beverage Tax and Admissions Tax for the event shall be paid on or before the 20th of the month following the month of collection.*

Community Development: \_\_\_\_\_  
*Amusement device permit, Inflatable Inspections; Oversized Tents*

Fire & Rescue: \_\_\_\_\_  
*Fireworks; Fire Extinguishers; Rescue Assistance*

Health Department: \_\_\_\_\_  
*List of Food Vendor submitted; applications submitted for each vendor*

Risk Management: \_\_\_\_\_  
*Certificate of Insurance with Endorsement for each Food Vendor, amusement devices and overall Event Insurance*

Parks & Recreation: \_\_\_\_\_  
*Site map with location and sizes of all vendors and tents; Fees for Park Use; Security Deposits; Lifeguard assistance; Additional rentals requested*