

TAYLOR PAVILION APPLICATION FOR USE

Revised September 2019

Through a management agreement with Taylor Master Tenant, LLC, the City of Winchester has made the Taylor Pavilion & Stage available to rent for public and private special events.

Private events [weddings, receptions, private parties, etc.] can be booked at a rate of \$100/hour [2 hour minimum]. No charge is incurred for set-up and tear-down time.

Non-recurring public events [dinners, concerts, holiday markets, artisan displays, pop-ups, etc.] can be booked at a rate of \$100/hour [2-hour minimum] with no charge incurred for set-up and tear-down time.

By special allocation, public events up to 5 hours in length which are hosted by businesses established within the primary and secondary district may apply for a recurring rental rate, based on number of events hosted within the calendar year. These rentals cost \$200/event for up to 6 events, \$175/event for up to 12 events, \$150/event for up to 18 events, or \$125/event for 19 or more events in a calendar year, booked in advance. Recurring public events must not conflict with regularly scheduled City events and are subject to all standard ordinances and rental policies outlined in the agreement.

By special allocation, events which are free to the public and which provide a substantial and unique contribution to the quality of life in Old Town [theatrical or musical performances, farmers markets, participatory art, health-focused displays or classes] may request a total fee waiver for the use of the Taylor Pavilion. Waivers will be approved or denied at the discretion of the Booking Agent. An application must be otherwise complete in order to qualify for a fee waiver. Events which qualify for a fee waiver must still submit and hold all required insurance and agreements unless also applying under a Voluntary Assumption of Risk exemption [restrictions apply, subject to approval].

To reserve the space, this application must be submitted to the Booking Agent for the Taylor Pavilion for review. The information requested on the application form will be used to determine your eligibility to hold an event in this location. **The event will not be considered for approval until the entire application and all parts are received.** Applications are due to the Booking Agent (33 E. Boscawen Street, Suite 100, Winchester, VA 22601) no later than 20 days prior to the special event. Submission of the application is no guarantee of approval. All applicants will be notified when approved or denied.

Note: This application is for use of the Taylor Pavilion area only. To hold a special event in other areas, including the Loudoun Walking Mall, you must complete the City of Winchester Special Events Application.



COMPLETE THE FOLLOWING QUESTIONS. PLEASE PROVIDE ADDITIONAL INFORMATION AS NEEDED.

1. Event Description

2. Name of Insurance company providing Certificate of Insurance and Endorsement Page for the event:

Note: City of Winchester shall receive a certificate and endorsement page of a GL policy in the amount of one million dollars listing the City of Winchester and Taylor Master Tenant, LLC as additionally insured. The endorsements must be issued by the insurance company. A notation on the certificate of insurance is not sufficient. Attach required documents to the application at time of submission. Application will not be considered complete until all parts are received.

3. Will you need electricity?

Yes No

If yes, for what purpose?

4. Will amplification be used?

Yes No

Note: All events must comply with the City of Winchester's noise ordinance (Chapter 17).

5. Will you bring the following?

If yes, complete information below and attach a diagram of item locations.

Tents
Qty:
Size(s):

Tables
Qty:
Size(s):

Chairs
Qty:

Signs/Banners
Qty:
Size(s):

6. Portable restrooms requirements:

The estimated # of people expected to attend the event will determine the # of portable restrooms required.

$$\frac{\text{_____}}{\text{\# of people}} \div 100 = \frac{\text{_____}}{\text{\# of restrooms}}$$

Note: Health Dept. requires one portable restroom and one handwashing station per 100 people. At least one handicap accessible portable restroom must be included in total. 60 day notice required if using portable restrooms. Restrooms in adjacent commercial space are not available for pavilion use.

7. Will alcohol be served?

If yes, 60 day notice is required. All state and local ordinances must be followed.

Yes No

Note: Event must obtain a VA-ABC permit, comply with state code and 16-32 and 14-150 of the City Ordinance. A copy of the ABC permit must be presented with application and held on-site at time of event.

TAYLOR PAVILION TERMS OF USE

Listed below are the Terms of Use for renting the Taylor Pavilion & Stage. By initialing and signing below, renter agrees to abide by all stipulations.

FEES

- 1. The base rental fee for use of the Taylor Pavilion is \$100 per hour for regular private and public events. Recurring public events are charged on a sliding scale outlined in the Application for Use.
- 2. Events may apply for a total Rental Fee Waiver. This waiver is subject to approval at the discretion of the Booking Agent. Events which do not qualify for a waiver are responsible for total amount of fees in order for event to be approved.
- 3. All fees are payable by check to City of Winchester.

INSURANCE

- 1. The renter is required to provide City of Winchester with a Certificate of Insurance and Endorsement Page of a GL policy in the amount of one million dollars listing the City of Winchester and Taylor Master Tenant, LLC as additionally insured. The endorsements must be issued by the insurance company. A notation on the certificate of insurance is not sufficient.
- 2. Events which are approved under a Rental Fee Waiver may also apply under special arrangement for a Voluntary Assumption of Risk form in lieu of aforementioned insurance policy. This arrangement is available only to qualified low-risk public events where coverage is limited to a small number of volunteer staff and is subject to approval by the Booking Agent.

SERVICES

- 1. No services or amenities are included in this rental agreement.
- 2. There are no restroom facilities on site. Portable restrooms may be set-up at the site with prior permission.
- 3. It is the responsibility of the renter to bring tables, chairs, tents, etc should they be needed.
- 4. Access to electricity may be available upon request.
- 5. There are NO preferred caterers of the space. It is the responsibility of the renter to contact caterers if needed.
- 6. If serving food or selling items, follow all Health Department requirements and local permitting and business licensing requirements.
- 7. The space lies adjacent to a public walkway and businesses. Ambient noise and bystanders from the public are to be expected. If privacy fencing is desired, it must be provided by the renter and approved by the City of Winchester.

SET-UP/CLEAN-UP

- 1. Tents must be adequately weighted down. Stakes and the like are not permitted as they may damage the underground sprinkler system.
- 2. Signs/banners/decorations cannot be nailed or stapled into the structure. String or removable tape may be used to temporarily hang items.
- 3. Stakes/poles/signs and the like cannot be placed in the ground as they may damage the underground sprinkler system.
- 4. It is the responsibility of the renter to collect and remove all trash from the area.
- 5. It is the responsibility of the renter to ensure that surfaces are protected against grease spills, food residue, etc.
- 6. Access to adjoining businesses and residences cannot be obstructed.
- 7. The public walkway between Indian Alley and Loudoun Street must remain clear at all times.

DAMAGES

- 1. It is the responsibility of the renter to reimburse the City of Winchester for all excessive damage including substantial damage to landscaping or structure, food residue or grease left behind after the event, damage on walls from sign placement or any other damage deemed excessive by City of Winchester.

I have read the above statements and understand my responsibilities and rights.

Signature: _____ Date: _____

HOLD HARMLESS AGREEMENT

The below Hold Harmless Agreement must be completed, signed, and submitted with the event application in order for the event to be considered for approval.

All permits and/or applications are conditional upon proper insurance, or other City and state agency requirements. Approved permits will be revoked prior to the event if conditions are not met.

I have read the above statements and the below agreement and understand my responsibilities and rights.

_____ (initial)

_____ (Legal name of business/organizer, exactly as it appears on Certificate of Insurance) shall be responsible for the actions of their visitors and defend and hold harmless Taylor Master Tenant, LLC and the City of Winchester, its officers, employees, agents, and representatives thereof, harmless from all suits, actions, and/or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violation of rights sustained by any person or property in consequence of any neglect on behalf of _____ (Legal name of business/organizer), while their personal property is situated on City property.

_____ (Legal name of business/organizer) shall further hold Taylor Master Tenant, LLC and the City of Winchester harmless from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation, or decree.

Legal name of business/organizer (as it appears above): _____

By (Signature): _____

Name (Printed): _____

Title: _____

Address: _____

Signature: _____ Date: _____

FOR OFFICE USE ONLY	
Date application received:	Date applicant notified of status:
Date approved/denied:	Rental fee in the amount of _____ received _____ (attach copy of check to application)