

Special Event Application



Thank you for choosing the Town of Luray for your event setting. A Special Event Application is required for all events taking place on Town property and some events on private property that have the potential to impact traffic, pedestrians, or other public rights of way. Some events will require police, medical professionals, insurance, and other licenses/permits/inspections. Event planners must work directly with the appropriate government agencies to complete the application process.

Please complete the application and return to: Luray Town Office, 45 E Main Street, Luray, VA 22835
Fax to: 540-743-1486. Email to: Events@townofluray.com

Please read through this application and submit in its entirety. Completing the application does not guarantee or imply acceptance or approval of event or reservation of date or amenity.

- Applications should be submitted no less than:
 - 30 days in advance for events involving 100 attendees or less.
 - 90 days in advance for events involving over 100 attendees.
- No publicity for events can occur until organizer receives written approval from the Town of Luray.
- The Town will provide the applicant with a response within two weeks of receipt of completed application.
- Incomplete applications or applications submitted less than the required number of days prior to the event date are subject to denial.
- An event site map must be submitted with the application for races/walks. Vendor use may be denied if not included in original submission.
- A vendor list with contact information must be submitted with the application. Food vendors require additional paperwork, distributed by the applicant to those listed.
- Additional information or documentation may be required based on the type of event and/or event activities.
- Applications are reviewed in the order they are received.

APPLICANT INFORMATION: For Profit ____ Non-Profit ____ (Proof of 501c3 Status is Required)

Name of Organization/Individual: _____

Mailing Address (City/State/Zip Code): _____

Contact Name: _____

Contact Email: _____

Will the applicant be the person to contact for any day of communication? Yes ____ No ____

If someone else is the contact on the day of the event, please provide their name, phone, and email for communication: _____

Daytime Phone: _____ Phone (Day of Event): _____

Is this the first time organizing an event within the Town of Luray? Yes ____ No ____

Event Information (Fair, Festival, Race, Concert):

Name of Event: _____

Has this event happened before? If so, where? _____

Requested Event Date: Please allow appropriate lead time and an alternate date:

Preferred Date(s): _____ Day(s) of the week: _____

Alternate Date(s): _____ Day(s) of the week: _____

Do you require a rain date? Yes _____ No _____

Event Setup Time: _____ Event Start Time: _____ Event End Time (Including breakdown): _____

Requested Town Shelter/Facility: Check all that apply. (**Shelter Reservation Form** is also required.)

____ Modern Woodman Shelter @ Lake

____ Rotary Shelter @ R.H. Dean Park

____ Ruritan Shelter @ Lake

____ Class of '71 @ R.H. Dean Park

____ Lion's Shelter @ Lake

____ Ruffner's Plaza/Shade Area

____ Town of Luray Shelter @ Lake

____ FFA Shelter @ Lake

____ Beta Sigma/Sorority Shelter @ Lake

Requested area(s) of Park/Facility/Other Property Not Listed Above: (Picnic shelter, athletic field... etc.)

****Please note, restrooms and playground areas cannot be reserved for exclusive use.**

Event Description: Please attach and/or provide below, an overview of your event, intended audience, and its purpose. _____

Event Details: Check all that apply. Use of inflatable items may require an additional permit from Page County Building Department and Mobile Food Vendors will require additional permits from Page County Health Department.

____ Event is Open to Public

____ Ticket/Item Sales (Admissions Tax may be applicable)

____ Amplified Sound

____ Food/Beverage Vendors (Business License/Meals Tax applicable)

____ Electricity Needed

____ Food Truck (Business License/Meals Tax applicable)

____ Moon/Bounce House

____ Other _____

____ Animals part of Event

____ Other _____

____ Advertised on Media/Radio (Marketing plans are required for large events.)

____ Street/Sidewalk/Public space closures will be needed

____ Alcohol (Alcohol is **not** permitted on Town of Luray property. Other locations may be permissible; ABC license required)

Equipment Provided: Please check all equipment below that will be provided by organizer:

____ Portable Restrooms

____ Use of a DJ at events

____ Handwashing Station

____ Registration Fees

____ Tables/Chairs

____ Temporary Stage

____ Tents

____ Field Lights

____ Generator

____ Portable Lights

____ Sound System

____ Other: _____

____ Stage

____ Other: _____

Resources Requested:

☐ Police ☐ Public Works/Parks & Rec (Town Property ONLY & Non-Profit Events)
☐ Fire/EMS ☐ Electricity (Town Property ONLY)

Will tickets be sold for the event? Yes ☐ **No** ☐

Check all that apply:

- ☐ Admission (General Gate)
☐ Shows/Concerts
☐ Rides/Amusements

Who will the proceeds from admission sales benefit? _____

Proof of 501c3 status required for waiver of admissions tax. An admissions tax in the amount of 1.5 percent is levied and shall be collected from every person who pays an admission charge within the town. Exemptions per Town Code Chapter 78, Article X. (Section 78-206)- No admission tax shall be collected on the following: (a) The admission charge for any event (1) whose gross proceeds go wholly to a charitable purpose; or (2) whose purpose is solely to raise money for charitable purposes and whose net proceeds will be transferred to an entity or entities that are exempt from sales and use tax pursuant to Virginia Code § 58.1-609.11, as amended. (b) The admission charge for public and private elementary, middle, secondary, and college school-sponsored events, including events sponsored by school-recognized student organizations.

Please provide estimates for the following:

Participants: _____ Spectators: _____ Volunteers: _____

Parking Spaces Needed: _____ Bus Parking: _____

(If estimates are over 100, complete additional below.)

Large events anticipating over 100 in attendance and/or are complex, please include:

- ☐ Parking Plan ☐ Marketing Plan ☐ Event Layout
☐ Volunteer Plan ☐ Emergency Plan
☐ Food Vendor List with Contact Information (Food vendor packets must be distributed by applicant to all listed.)

These plans are subject to be reviewed by Luray's Public Safety Agencies (Police, Fire, and/or Emergency Management.)
Initial plan must be submitted with application.

Large scale or complex events which pose parking or access issues for sites, additional security or additional impact fees and additional portable restrooms may be required and will be at the expense of the event organizer.

Athletic Events or Races require the following in addition to the above: Emergency Plan and First Aid Station.

Will your event require/encourage attendees to stay overnight in hotels/cabin/other lodging accommodations?

Yes ☐ No ☐

Describe plans for garbage and litter clean-up during and after the event _____

Please check which attachments you have included with this form:

- ☐ Emergency Plan (Including emergency access, first aid and shelter during inclement weather)
☐ Event Layout/Site Map ☐ Copy of Liability Insurance
☐ Parking Plan ☐ Food Vendor List with Contact Information
☐ Marketing Plan ☐ Proof of Non-Profit Status (Required for Waiver of Admissions Tax)
☐ Volunteer Plan ☐ Race/Walk Route Map

Insurance Requirements:

All special events are required to have a current certificate of General Liability Insurance coverage of \$1,000,000 listing the Town of Luray as "Additional Insured" on the policy. (Aggregate must apply per site and not nationally in the event of a nation, multi-location festival or event.)

- Insurance requirements may be increased due to the size and type of the event as deemed necessary by the Town of Luray.
- The insurance policy must clearly identify that the event, not the organization, is covered.
- The policy must include the name, date, and location of the event.
- The insurance company should be approved by and in good standing with the Virginia Bureau of Insurance.

Town of Luray Special Event Agreement

1. Acknowledge that all information provided in the application is correct. Changes cannot be made without written permission from staff.
2. Permission for use is only for the date, time, and purpose stated on the application.
3. Upon approval of the event, follow the written terms and conditions.
4. Agree to pay for all fee-based services such as rental fees, staffing fees, equipment fees, portable restroom fees, clean up fees, and field preparation fees associated with this event.
5. Confirm that an event organizer will be on site at the beginning of setup and throughout the duration of the event.
6. Ensure all event participants, volunteers, and spectators follow all laws, ordinances, and park rules. Please note that alcohol is prohibited on all Town of Luray property.
7. Require all vendors to possess appropriate licenses, vendor permits, and insurance.
8. Unless noted in agreement, permit is for non-exclusive use of the park/facility.
9. Remove any private equipment, signage, etc., by the park/facility closing time the day of the event.
10. Leave Park/Facility in same condition as found, placing trash and recyclables in provided containers.
11. Agree to indemnify, protect, and hold harmless the Town of Luray, its officers, officials, employees, and agents from any and all claims, demands, actions suits, damages, loss and expenses to any person or to any property arising out of or in connection with the Agreement herein for the use of the said park/facility and to pay for any cost associated with the above resulting from the use of the park/facility by the organizer or event attendees.
12. Town of Luray has the right to cancel the event for any reason, but cancellation is likely if safety of participants or condition of property is at risk.
13. Understand that failure to comply with Town ordinances, codes, park rules, terms of this agreement and written conditions can be used as grounds for immediate cancellation of event and/or revocation of facility usage and/or loss of future privileges.

As the organizer of the _____ Special Event described in this application, I understand that the above terms are my/our responsibilities and requirements for the event, and by submitting this application, I agree to them.

Printed Name of Authorized Event Representative: _____

Signature of Authorized Event Representative: _____ Date: _____

INDEMNITY & RELEASE AGREEMENT (TO BE COMPLETED FOR EVENTS HELD ON TOWN OF LURAY PROPERTY)

I agree to **INDEMNIFY, DEFEND, and HOLD HARMLESS** the Town of Luray, its officers, agents, and employees from any and all claims, suits, or actions of any kind for liability, damages, or other compensation that may arise from or relate to my participation in the event or the participation of anyone that I have authorized to participate in the event. If litigation or the threat of litigation arises from any such claim, I agree to reimburse all resulting costs and liability including attorneys' fees, costs of defense, and related expenses.

RELEASE

I hereby agree not to sue and forever **RELEASE** any and all claims for damages against the Town of Luray, its officers, agents, and employees for any injury, loss, or damage, including, but not limited to, bodily injury, pain, suffering, illness, temporary or permanent disability (including paralysis), lost income, medical expense, economic or emotional injury, and death, that may arise from or relate to my participation in the event or the participation of anyone that I have authorized to participate in the event. I intend this agreement to operate as a full release of all liability to the maximum extent permitted by law and direct that any provision determined by a Court to be unenforceable be severed and all remaining provisions fully enforced.

ASSUMPTION OF RISK

I specifically acknowledge this use of Town of Luray property, facilities, staff, equipment, and/or services carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. As the event organizer, I understand that I am solely responsible for the actions and safety of all event attendees, guests, workers, contractors, vendors, private organizations, heirs, and other associated parties involved with the previously described event and I assume all liability for any death, disability, personal injury, property damage, property theft or actions, including any alleged or actual negligent act or omission, that result directly or indirectly from the previously described event. I agree to uphold and enforce all applicable local, state, and federal regulations as they pertain to the previously described event. I understand that I have read the previous paragraphs, and I know, understand, and appreciate these and other risks that are inherent in the administration of a special event on Town of Luray property. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Signature: _____ Date: _____

Administrative Use ONLY: Fees due: \$ _____ Fees Waived: \$ _____ Date fees paid: _____

Approval by Parks Director: _____ Date: _____

Approval by Chief of Police: _____ Date: _____