

READ CAREFULLY

Special Event Application

and

Indemnification and Hold Harmless Agreement

“CELEBRATION OF HOLIDAY LIGHTS” 2018

This Application and Indemnification Agreement, dated this ____ day of _____ 2018 for identification, is executed and submitted by the undersigned as part of the process to sponsor a display and/or participate otherwise in the Celebration of Holiday Lights in the City of Staunton’s Gypsy Hill Park.

1. Recitals.

a. The Celebration of Holiday Lights Committee has been granted permission by the City of Staunton to use designated Gypsy Hill Park locations for The Celebration of Holiday Lights during November 2018 through January 2019 for the purpose of showcasing various displays, as permitted and determined under the sole and independent control and exercise of discretion by The Celebration of Holiday Lights Committee.

b. The undersigned desires to be involved in the above event, subject to the attached conditions and the policies, rules and requirements of The Celebration of Holidays Lights Committee; and

c. The undersigned hereby applies for this event and requests that its application be granted.

2. Consideration of Application. The Celebration of Holiday Lights Committee will consider the application and, in its sole and independent control and exercise of discretion, determine whether the application should be granted.

3. Indemnification. In consideration of having its application be considered and, upon favorable review, being granted, the undersigned, hereby agrees as follows to:

Indemnify, defend and hold harmless The Celebration of Holiday Lights Committee and the City of Staunton, a municipal corporation, and their officials, officers, employees, agents, and representatives against any and all liability, loss, cause of action, costs, expenses, damages or injuries to persons or property, including death, which may occur by reason of the undersigned’s participation in and/or use of Staunton City property or facilities; expenses incurred by The Celebration of Holiday Lights Committee or the City with regard to cleaning or restoring the premises to its normal condition; and to pay, to the complete exoneration of The Celebration of Holiday Lights Committee and the City of Staunton, their officials, officers, employees, agents, and representatives for any court costs, negotiation fees, or

attorney or professional fees with respect to the assertion, defense or resolution, compromise or otherwise, of any such claims.

4. Authority. The undersigned represents and certifies that he/she has the complete and unconditional authority to execute and submit this Application and Indemnification and Hold Harmless Agreement both individually and/or on behalf of any below-listed organization.

5. Acknowledgment. The undersigned acknowledges that this Celebration of Holidays Lights 2018 program or event is not sponsored by the City of Staunton. It is solely sponsored by The Celebration of Holidays Lights Committee.

I/We have carefully read and fully understand and agree to the terms of the Application and Indemnification and Hold Harmless Agreement and will adhere to the policies, rules and other requirements pertaining to this event, including but not limited to the terms and conditions stated in the General Requirements annexed and made a part of this document.

Signature of Authorized Person

~~~~~

Space used to display for "Celebration of Holiday Lights" 2018

I(We) agree to the following: (Please initial each)

\_\_\_\_\_ Signs identifying your group/organization are required be no larger than **2 feet high by 3 feet wide** and should be spotlighted or illuminated. This is a rule set by the **City of Staunton**.

\_\_\_\_\_ You may include a banner with your display, however it **MUST** be part of the display – and no larger than **3 feet wide and 8 feet long**. This is not to be a sign identifying your organization.

\_\_\_\_\_ Secure your display to the ground well to prevent damage by weather related incidents. There will be markings on the ground to identify underground wires. Place your **stakes 2 feet on either side** of those markings please. Displays should also be wind, rain, snow and ice tolerant.

\_\_\_\_\_ Only **OUTDOOR** designated cords should be used for displays. Connections should be protected to prevent moisture reaching the plugs. **You need to provide at least a 100ft outdoor extension cord for connection to the A frame power source**. In some cases, your cord may need to be longer than 100 feet.

\_\_\_\_\_ **ANY** display that has cords that are not designated **Outdoor** will be disconnected, you will be called and the cord needs to be replaced immediately.

\_\_\_\_\_ Please plan to check your displays at least three times a week for repairs or re-adjustments, especially if there has been severe weather.

\_\_\_\_\_ The **City of Staunton** will provide, set, and synchronize the timers for most areas for your convenience.

\_\_\_\_\_ Inflatables may be used, but are to be flat during the day. Please make sure that they are secured well.

\_\_\_\_\_ Lights will be turned off January 1. Displays are required to be removed from the park between Please **DO NOT REMOVE** your display before January 1<sup>st</sup>.

Applicant Information

Theme or Display Title: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-mail Address & Fax Number: \_\_\_\_\_

Non-refundable Deposit: \$25.00

Space location for 2018 (please check one):

Wherever the Committee decides is fine \_\_\_ Same as 2017 \_\_\_ Different \_\_\_ (describe desired location)

\_\_\_\_\_

## CELEBRATION OF HOLIDAY LIGHTS

In

The City of Staunton's Gypsy Hill Park

### GENERAL REQUIREMENTS

Security Deposit Fees: There is a \$25 non-refundable fee for each entry.

**Basic Information:** Sponsors/participants must set up, staff and handle their own displays(s), providing their own booths, tables, lights (City Code requirements and Park regulations apply), and supplies, etc. The displays (traditional winter holiday scenes, Christmas, Hanukah, Kwanza, etc.) are expected to be ready by 4:00 p.m. on November 19, 2018 and remain up and in good condition until January 1, 2019. Electricity and timers are provided by the City of Staunton. Participants must supply weather approved, outdoor extension cords. Gypsy Hill Park is closed to the public at 11:00 p.m. daily. No individual display security overnight or otherwise is specifically provided.

Sponsors/participants should designate a person or persons to be responsible for checking the displays several times each week to make sure that their display is in good repair. Sponsors/participants are solely responsible for the removal of display at the conclusion of the festival. The Celebration of Holiday Lights Committee is not responsible for loss or damage to displays from whatever cause. Application and Display Security Fees must be submitted by October 20, 2018. One (1) Identification tag/sign must be displayed in the assigned space and should be no more than **3 feet by 2 feet** with the name of the sponsoring business or entity displayed in a tasteful manner. A banner, no longer than 6 feet, may be used with the display, provided that it is NOT your identifying sign and is a part of the display. **ANY** sign that is overly commercial or promotional in nature is subject to removal by City personnel.

**Application Due Date:** Entry deadline is October 20, 2018, with the \$25 non-refundable fee. Applications submitted after this date will be charged an additional non-refundable \$10 late fee and placed on the waiting list. All participants will be notified of the date for a safety meeting at which time the Celebration of Holiday Lights Committee will discuss all rules and expectations. Placement of displays in the park will be determined by the 2018 Celebration of Holiday Lights Committee in the exercise of its sole discretion.

**Cancellations:** Cancellation letters or phone calls must be received no later than November 17, 2018 in order to receive a refund. After that date, The Celebration of Holiday Lights Committee retains all fees for future event expenses.

**Display Removal:** Should a participant or group decided to remove their display from the park prior to the end of the event; there will not be a refund of the non-refundable fee.

Mandatory Safety meeting: All new participants are required to attend a mandatory safety meeting.

The date, time and location will be announced at a later time.

**The Celebration of Holiday Lights Committee** is made up of members of the community who volunteer their time to organize the Celebration. Thank you for your participation!

Mail completed application and security deposit check to:

Celebration of Holiday Lights Committee

P. O. Box 1891

Staunton, Virginia 24402

For additional information or questions, please contact Angel Cooper at 540-886-8660, (angelcooper@hotmail.com) or Doug Carter at 540-337-3404.