



PARK Roanoke

P.O. Box 83 Roanoke, VA 24002
 117 Church Ave., SW, Roanoke, VA 24011
 (540) 343-0585 · (540) 342-6447 FAX
 Email: parking@parkroanoke.com
 www.PARKRoanoke.com

SPECIAL EVENT AGREEMENT for Parking Lots Only

This agreement is made this _____ day of _____, 20_____, between City of Roanoke and Lancor, LLC. DBA PARK Roanoke, hereinafter referred to as "Manager," and _____, at address: _____ hereinafter referred to as "Licensee."

WITNESSETH:

In consideration of the mutual covenants contained in the AGREEMENT, Manager and Licensee agree as follows:

1. **Licensed Space:** Manager grants to Licensee permission to use the portions of a parking lot known as _____, hereinafter referred to as the "Premises."
2. **Purpose:** Licensee shall use this space for the sole purpose of _____ hereinafter referred to as the "Event."
3. **Use Dates:** Licensee's use of the Premises shall begin at _____ on _____ for the purpose of the Event and shall terminate at _____ on _____. Move in period shall begin at _____ on _____, and move out must be completed by _____ on _____, at which time Licensee shall vacate the Premises.
4. **Fee Terms, Expenses and Charges:** Licensee agrees to pay the City of Roanoke the cumulative total of all expenses, fees, and charges which may arise out of the Licensee's use of the Premises, including, without limitation, the "Basic Facilities Fee" and the "Out-of-Pocket Expenses" defined below:
 - a. **Basic Facilities Fee:** Licensee agrees to pay the City of Roanoke a "Basic Facilities Fee" for Licensee's use of the Premises. The Basic Facilities Fee shall be **\$150.00 per day**.
 - b. **Out-of-Pocket Expenses:** Licensee agrees to pay the City of Roanoke any and all "Out-of-Pocket Expenses" incurred in connection with the Event. "Out-of-Pocket Expenses" shall be defined as any and all expenses advanced by the City of Roanoke on behalf of the Licensee in connection with the Event in the City of Roanoke complete and exclusive discretion unless otherwise identified in the Agreement.
5. **Occupancy Limit:** If a lot is used for the purpose of the Event, the maximum occupancy limit is not to exceed _____ per lot.
6. **Payment:** Licensee shall pay to the City of Roanoke the Basic Facilities Fee, in advance of the Event by cash, credit card, check, money order, certified funds payable to PARK Roanoke. Any Out-of-Pocket Expenses must be paid upon completion of the Event unless otherwise agreed, in which case,

Licensee shall pay said amount on demand, therefore, by Manager. A \$35 fee will be charged for any returned checks.

7. Cancellation by Licensee: In the event that Manager should determine that a reasonable basis exists for concluding either that there has been a default, non-performance or breach of any of the warranties, terms or conditions of the Agreement by Licensee or that Licensee has abandoned or cancelled the Event, Manager shall have sole and complete discretion to declare the Event to be cancelled and Manager shall be authorized to retain one-half of Licensee's Basic Facilities Fee as Licensee shall also pay on demand to the City of Roanoke any Out-of-Pocket Expenses incurred by Manager in connection with such cancelled event. As security for such payment, Licensee shall deliver to Manager at least (7) seven days prior to the Event, a performance bond with corporate surety approved by Manager, by cash or check, payable to the City of Roanoke in the amount of \$500.00, which security shall be returnable to Licensee upon the completion of the Event and return of property to Manager in the same condition as at the commencement of the Event, or retained by Manager to the extent necessary to cover expenses of such cancelled Event.
8. Insurance: Licensee shall obtain and maintain, until completion of the Event, bodily injury and property damage liability insurance coverage with respect to claims arising out of the subject matter of the Agreement. This amount of insurance shall not be less than:
- a. In the case of bodily injury liability insurance, \$200,000.00 for injuries, including death, to one person in any one occurrence, and \$500,000.00 annual aggregate.
 - b. In the case of property damage insurance, \$100,000.00 for damage in any occurrence and \$200,000.00 annual aggregate.
 - c. The above amounts may be met by "Umbrella" coverage in a minimum amount of \$500,000.00.

Licensee shall name Lancor LLC, PARK Roanoke, and the City of Roanoke, their officers, agents, and employees as an additional insured as its interests may appear on the above policies.

Licensee shall furnish Manager at least seven (7) days prior to the Event, certificates evidencing the required insurance coverage and expressly providing that such coverage shall not be cancelled or materially altered except after (30) thirty days prior written notice of such cancellation or material alteration to Manager at its offices at 117 Church Avenue SW, Roanoke, VA 24011. In the event that proper evidence of such insurance is not so provided to Manager, Manager reserves the unqualified right to deny Licensee use of any of the Premises and/or to cancel the Event in accordance with Paragraph 6 above.

9. Indemnification and Allocation of Risk: Licensee agrees to be responsible for and to pay, indemnify, and hold harmless Manager, Lancor LLC, and the City of Roanoke, their officers, agents, and employees against any and all loss, cost or expense, including reasonable attorney's fees, resulting from any claim or legal action of any nature whatsoever, whether or not reduced to a judgment, for any liability or any nature whatsoever that may arise against said parties in connection with the Event or in connection with any of the rights and privileges granted by Manager to Licensee in this Agreement, including without limitation, any patent, trademark, franchise, copyright, libel or defamation claim or suit and any claim or suit based upon Licensee's or Licensee's agents, servants, employees or invitees intentional or negligent act or omissions. Licensee further warrants that all copyrighted materials to be performed during the Event have been duly licensed or authorized by their copyright owners and Licensee agrees to the performance and, in addition to any provisions contained elsewhere in this Agreement, to indemnify and hold harmless Manager, Lancor LLC, and City of Roanoke, their officers, agents, and employees from any claim, losses or expenses incurred with regard thereto. Receipt and storage of equipment or property by Manager shall be at Licensee's sole expense and risk. Licensee

agrees to hold Manager harmless for any damage to or loss of any property of the Licensee, however such damage or loss shall occur, including, without limitation, damage due to Manager's negligence.

10. Compliance with Laws and Regulations: Licensee shall comply with all laws, ordinances and regulations adopted or established by federal, state or local governmental agencies or bodies and with all Manager's rules and regulations applicable to the Premises, and Licensee shall require that its agents, employees, contractors or subcontractors do likewise.
11. Licensee and Permits: Licensee shall pay promptly all applicable taxes and obtain all licenses or permits for use of the Premises as required by federal, state or local laws and ordinances and Licensee shall provide evidence of compliance with such federal, state or local laws and ordinances upon demand, therefore, by Manager. Licensee shall obtain an Assembly Permit(s) and provide evidence of the permit(s) to the Manager. If applicable, Licensee shall obtain any alcoholic beverage "ABC" permit(s) for the serving of alcoholic beverages and provide evidence of the permit(s) to the Manager.
12. Utility Connection: Contracts for installation or alteration of electricity, gas or plumbing shall be made by and at the expense of Licensee with contractors approved in writing by Manager, which approval shall not be unreasonably withheld. All such connections and related work shall be at the expense of the Licensee, including any related costs incurred by Manager, which shall be considered as Out-of-Pocket Expenses.
13. Control of Facility and Right to Enter: In permitting the use of Premises, Manager does not relinquish the right to enforce all necessary and proper rules and laws for the management and operation of Premises and the safety of the citizens. Duly authorized representatives of Manager may enter Premises at any time on any occasion without restriction, for the enforcement of any such rules and laws. Manager reserves the right to remove or cause to be ejected from Premises any person engaging in dangerous, unsafe or illegal conduct and; neither, Manager nor its agents, officers or employees shall be liable to Licensee for any exercise by Manager of such right. Manager reserves and maintains the absolute right to stop or prevent the Event and evacuate Premises, where in Manager's sole and exclusive discretion such action is required for public safety, without liability on the part of Manager. Entrances to Premises shall be open for such Event at such times and in the manner prescribed by Manager.
14. Vehicles On Premises:
- a. If any vehicles are on the premises on the date and time of the event, such vehicles must remain without any action being taken by licensee.
15. Action in Public Interest: Licensee agrees that it is the policy of Manager to serve the public in the best possible manner and Licensee agrees that its employees and agents shall at all times cooperate with Manager in effecting this policy and maintaining the public faith.
16. Agreement to Quit Premises: Licensee agrees to quit Premises at the end of the term of this Agreement and to leave Premises and any other property of Manager in the same condition as it was upon the commencement of the Event, ordinary wear and tear expected. Licensee shall pay on demand to the City of Roanoke as an Out-of-Pocket Expense cost of repair or replacement for damages deemed by Manager in its sole and complete discretion to be material and not as a result of ordinary wear and tear which damages occurred to Premises or any other property of Manager as a result of Licensee's use of

Premises. Licensee shall remove all of its materials from Premises by the termination time of this Agreement. Manager may remove at the expense of Licensee all materials remaining on the Premises at the termination time of this Agreement. Licensee shall be responsible for payment of storage costs for such materials. Licensee agrees to hold Manager harmless for loss, damage or claims to materials removed or stored under the terms of this Agreement.

17. Assignment: Licensee shall not assign or transfer any right or interest under this Agreement including without limitation, the right to reserve any payment, without Manager's prior written approval of satisfactory evidence of such assignment without prior written approval of Manager shall be null and void.
18. Notice: Notice to Manager required by this Agreement shall be sent by certified mail, return receipt requested to Manager's office located at 117 Church Avenue SW, Roanoke, VA 24011; notice to Licensee hereunder may be sent via regular mail or certified mail, return receipt requested, to Licensee's address as set out in the first paragraph of the Agreement and listed on the last page of this Agreement.
19. Certification: The undersigned hereby certifies that he or she is legally authorized to enter into this Agreement on behalf of Licensee and to bind the Licensee to the terms and conditions contained herein and that Licensee is legally authorized to enter into this Agreement.
20. Relationship to Other Parties: It is not intended by any of the provisions of any part of this Agreement to confer a benefit upon any other person or entity not a party to this Agreement, to authorize any person or entity not a party to this Agreement, to maintain a suit pursuant to the terms or provisions of this Agreement including, without limitation, any claim or suit for injuries, property damage or loss of profits or expenses.
21. Default by Manager: In the event of any default, non-performance or breach of any of the terms or conditions of this Agreement by Manager, Licensee agrees that Manager's liability hereunder shall be limited to repayment of any amount of deposit or rent previously paid to Manager by Licensee under this Agreement, less any applicable Special Facilities Charges or Out-of-Pocket Expenses.
22. Governing Law: This Agreement shall be construed under the laws of the Commonwealth of Virginia.
23. Separate Provisions: If any provision of this Agreement should be held invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
24. Use of Premises: The licensee shall not sell, rent or otherwise charge consideration or compensation for vehicles to park upon premises.
25. Complete Agreement: This Agreement constitutes the final, complete, and exclusive statement of the terms of the understanding between Manager and Licensee, their heirs, successors or assigns, and cannot be modified by any oral representation or promise of any other agent or representative of either

Manager or Licensee. This Agreement may be modified only by proper written instruments executed by Manager or Licensee.

WITNESSTH the following signatures:

By:

Licensee's Printed Name: _____

Licensee's Signature: _____ **Date:** _____

Licensee's Address: _____

City _____ **State** _____ **Zip Code** _____

Telephone: _____ **Cellular Telephone:** _____

Email address: _____

Emergency Contact (In the event of emergency and Licensee cannot be reached):

Name: _____ **Telephone:** _____

By: Manager PARK Roanoke

Signature: _____

Date: _____

Approved

Denied

<i>For Office Use Only: (Check all that apply)</i>		
	Copy of Certificate of Liability Insurance	
	Copy of Assembly Permit	
	Copy of ABC License, Business License, or other permits	
	Other:	
Date Paid:	Amount Paid:	Payment Type: