

# The Chesapeake Arboretum

624 Oak Grove Road, Chesapeake, VA 23320 | Phone: 757-819-7510 | E-mail: ContactPRT@cityofchesapeake.net

## EVENT PERMIT, RENTAL APPLICATION & POLICIES

**Please answer all questions. Indicate "N/A" if a question does not apply to your event.**

**If filling out the application online, complete all fillable areas then print out the form and bring it in to the Administrative office below to complete the reservation process. Initials and signatures must be original and should not be typed in online.**

This Application should be submitted no less twenty-one (21) days prior to the date of the proposed rental date. Any misrepresentation on this Application or deviation from the final agreed-upon method of operation described herein may result in immediate cancellation. The information requested on this Rental Application will be used to determine your eligibility for the rental. **Upon initial conversation with staff or after staff review of the completed application, it may be determined that completion of a Small Event Permit Application may also be required depending on the type of event and special use items.** Application for individual and group-sponsored special events must be completed by an adult eighteen (18) years of age or older and provide a valid driver's license or picture ID. No permits shall be issued to minors. Residents must show proof of residency. We hope you enjoy the facility and your rental!

### For reservations or additional information:

**Parks, Recreation and Tourism—Administrative Office**

1224 Progressive Drive Chesapeake, VA 23320 | Phone: 757-382-6411 | E-mail: ContactPRT@cityofchesapeake.net

Office Hours: Monday through Friday, 8am—5pm

Saturday and Sunday, 10am—4pm

### APPLICANT INFORMATION:

Applicant Name (**Must be on-site during event rental hours**): \_\_\_\_\_

Applicant's Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Organization Name (if applicable): \_\_\_\_\_ Type of Organization: \_\_\_\_\_

Payer Name and Phone (if different from Applicant): \_\_\_\_\_

**Note:** If the named applicant is different from the person who remits payment for the rental fee and/or any required security deposit ("the payer"), the payer agrees that any refund(s) will be contingent upon the applicant's compliance with all terms of this agreement. The payer must also initial each section and sign the application to acknowledge his or her understanding of all terms and conditions. An applicant completing the application on behalf of an organization hereby certifies that he or she is duly authorized to execute this application on behalf of the organization and bind the organization to the terms and conditions of this application.

**Initials:** \_\_\_\_\_

### EVENT INFORMATION:

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

Type of Event: \_\_\_\_\_

Date of Event: \_\_\_\_\_ (PLEASE CALL 757-382-6411 TO CONFIRM AVAILABILITY)

Estimated Number of Attendees: \_\_\_\_\_

Is your event open to the general public?  Yes  No

Description of Activity/Event: (Attach additional documents if needed). \_\_\_\_\_

**Farm House Rental Hours:** Start/Setup Time: \_\_\_\_\_ am/pm  
(If applicable—for  
Wedding Pkg. only) End/Cleanup Time: \_\_\_\_\_ am/pm

**SPECIAL USE ITEMS:** Special Use Items are subject to approval by City staff prior to Application approval and/or event. **Please note that a Certificate of Liability Insurance with the “City of Chesapeake , VA” at 306 Cedar Road, Chesapeake, VA 23322, listed as the additionally insured, will be required for all vendors providing services related to, but not limited to, the following:**

Please select the items below that will be a part of your event or check N/A if it does not apply:

**Amplified Sound:**  N/A Type: \_\_\_\_\_

(Type examples = Commercial DJ, Personal Speakers, Public Address System, etc. Requests will be reviewed on a case-by-case basis.)

**Catering:**  N/A Provider: \_\_\_\_\_

**Portable Arches/Columns:**  N/A Provider/Qty. ea: \_\_\_\_\_

**Event/Wedding Planner:**  N/A Provider: \_\_\_\_\_

**Photographer/Videographer:**  N/A Provider: \_\_\_\_\_

**Other:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Alcohol Request Guidelines & Procedures

Initials: \_\_\_\_\_ | \_\_\_\_\_

### City of Chesapeake Parks and Facilities

Alcohol is not permitted at City of Chesapeake park or recreational facilities other than those listed in City of Chesapeake Code 50-20. Alcohol consumption at portions of **Chesapeake City Park, Battlefield Park, Elizabeth River Park, Dismal Swamp Canal Trail, Chesapeake Arboretum, and The Portlock at South Norfolk** may be approved for some festivals, large special events, and large corporate events. Below are the procedures and requirements for alcohol consumption at these select parks:

**Applicant must be at least twenty-one (21) years of age and must submit a request in writing** including all details and information addressed to the Director of Parks, Recreation and Tourism along with the completed Outdoor Special Event Permit Application which is available at: [www.cityofchesapeake.net/eventcoordination](http://www.cityofchesapeake.net/eventcoordination) (no additional fee for this permit) to Josh Fisher, City Events Coordinator, at: [Jdfisher@cityofchesapeake.net](mailto:Jdfisher@cityofchesapeake.net).

**If the request is approved by the Director and the Outdoor Special Event Permit is approved by all appropriate parties, the applicant will then be required to:**

1. Acquire general liability insurance with “Host Liquor Liability” coverage for the amount of 1 million dollars combined single limit and list the “City of Chesapeake – 306 Cedar Road, Chesapeake, VA 23322” as additionally insured.
2. Acquire an ABC banquet license from the State ABC Board [www.abc.virginia.gov](http://www.abc.virginia.gov).
3. Pay the \$200 refundable alcohol deposit with park rental payment.
4. Install fencing to create a “beer garden” where alcohol can be consumed. This area must be managed to ensure alcohol does not leave the area and guests are of legal age to consume alcohol. (Fencing may be rented from private event companies.)
5. Provide a security and site plan for approval. (How is the area being controlled?)

If you have any questions regarding the approval process, please contact Josh Fisher, City Events Coordinator at [Jdfisher@cityofchesapeake.net](mailto:Jdfisher@cityofchesapeake.net) or (757) 382-1312.

**Rental Rates:**

Initials: \_\_\_\_\_ | \_\_\_\_\_

**Pecan Grove/Gazebo**

**Rental Hours: Daily (Sunrise to Sunset)**

**Farm House—Available with Wedding Package Only**

**2-hour MINIMUM RENTAL**

**NOTE: Rentals beyond sunset require prior written approval from the Director of Parks, Recreation and Tourism and may be subject to additional charges. Hourly or half day rentals of Pecan Grove/Gazebo are not permitted.**

Area:	Rate
Pecan Grove/Gazebo*	\$225 / day - Resident
	\$300 / day - Non-Resident
Wedding Package**	\$25 / hour
Security Deposit	\$150

\*Daily hours are from Sunrise to Sunset. Rental includes the use of 30 white folding chairs.

\*\*Wedding package includes limited use of the first floor of the farm house and hours of use must be specified in this agreement by renter. City staff member must be present on site during rental hours.

## General Refund Policy:

Initials: \_\_\_\_\_ | \_\_\_\_\_

1. All refunds will be processed in accordance with City and department policy and are subject to Director approval.
2. Refunds will automatically be processed back in the form of the original payment—credit/debit card or check. If the original payment was in cash, the refund will be processed as a check.
3. **Refund to Credit/Debit Card:** I understand that a **processing fee may apply** and will be deducted from the refund. The refund will be credited to the card used for the original purchase. Allow two (2) weeks for processing. If for any reason Parks, Recreation and Tourism cannot refund back to the original card, a refund check will be issued to the person listed as the payer on the original receipt.
4. **Refund Check:** I understand that a **processing fee may apply** and will be deducted from the refund. The check will be issued to the person listed as the payer on the original receipt. Allow four (4) to six (6) weeks for processing. The check will be mailed to the address listed for the payer on the original receipt unless Parks, Recreation and Tourism has been notified of an address change prior to the completion of the rental or at the time of a cancellation.

## Deposits, Fees, and Payments:

Initials: \_\_\_\_\_ | \_\_\_\_\_

1. Full Rental Fee and Security Deposit must be submitted with this Rental Application.
2. **Rentals are on a first-come, first-served basis and are reserved only upon completion of the application and payment of the full Rental Fee and Security Deposit.** No “holds” of dates will be permitted without submission of application and payment in full. Rental applications must be submitted no later than twenty-one (21) days prior to the desired date of use. Rental date must be within the scheduled calendar year and no earlier than December 1<sup>st</sup> for the following calendar year (Chesapeake Residents).
3. All payments must be made in person at the Parks, Recreation and Tourism Administrative Office, 1224 Progressive Drive Chesapeake, VA 23320. If paying by check, please make check payable to “City of Chesapeake, Treasurer.”.
4. A minimum of two (2) hours rental is required for the Farm House Wedding Package. After the minimum is met, the Applicant may rent additional time in 60 minute increments only. This option is only available in advance at the time of application. All rentals that go past the reserved rental end time will be charged at the standard hourly rate with an additional \$25 per hour charge added. After hour charges will be deducted from the security deposit before refunding any balance that may be due to Applicant.
5. See below for cancellations and rescheduling.
6. The Security Deposit Refund will be automatically processed after the date of the rental if the Applicant:
  - a. has complied with all of the requirements set forth in these policies, including all applicable laws; and
  - b. has complied with the requirements for equipment storage and clean up; and
  - c. has vacated the premises by the end of the rental time period; and
  - d. is out of the facility/property by agreed upon time, and no damage occurs.
  - e. In the event that the Applicant damages any City property and the security deposit is not enough to cover damages, Applicant shall be solely liable to the City for all additional costs, fees, expenses, including attorney’s fees, associated with such damages.
7. Security Deposit Refunds may take 2-6 weeks for processing depending on method of refund. See General Refund Policy.

## Cancellations, Rescheduling and Refunds:

Initials: \_\_\_\_\_ | \_\_\_\_\_

- **A minimum of twenty one (21) days notice is required for any cancellation or rescheduling of rentals.**
- Rescheduled events are subject to facility and staff availability and are not guaranteed or implied.
- There will be no refund of fees for cancellations made less than twenty one (21) calendar days prior to the reservation date.
- If the rental is canceled or rescheduled more than twenty one (21) days in advance of the rental date:
  - ◇ Cancellation: \$20 of the Rental Fee is non-refundable regardless of the reason for cancellation.
  - ◇ Rescheduling: an additional \$20 fee will be charged and will be payable at the time of rescheduling.
- Full refunds will be given only if the City of Chesapeake closes operations citywide on the day and time of the rental. No refunds will be given for rentals that are canceled by the applicant less than twenty one (21) days prior to the rental date for any reason including, but not limited to, weather forecasts prior to the rental date or actual weather conditions on the day of rental of rainy, windy, snowy, icy, cool weather, etc.
- Refunds may take 2-6 weeks for processing depending on method of refund. See General Refund policy.

## RENTAL POLICIES

**Applicant must review, initial each section where indicated, and agree to abide by the following rental policies.**

**Violation of any of these policies may result in the termination of the rental and forfeiture of deposit.**

### **General Rental and Reservation Rules:**

Initials: \_\_\_\_\_ | \_\_\_\_\_

1. This Rental Application must be completed and submitted along with the full Rental Fee and Security Deposit.
2. Rental Applications for individuals and group sponsored events must be completed by an adult eighteen (18) years of age or older. No rental permits shall be issued to minors. Residents must show proof of residency.
3. Applicant may be required to provide the City with a certificate of general liability insurance naming the City of Chesapeake, Virginia as an additional insured. Such insurance may be required for some activities at the Chesapeake Arboretum.
4. In the event that insurance is required for Applicant's event, the Applicant will be required to produce a certificate of general liability that must be to the satisfaction of the City and in accordance with applicable laws and other City policies and Administrative Regulations.
5. Alcoholic beverages (unless approved in advance, see page 2), illegal drugs and weapons are **strictly prohibited** at the Chesapeake Arboretum. Additionally, smoking is prohibited inside the Chesapeake Arboretum Farmhouse and on the grounds within 10 feet of buildings/structures. The use of an open flame is **strictly prohibited**. The Applicant shall comply with all federal, state and local laws with regard to fire safety and occupancy limitations. Use of battery or wired candles is permitted.
6. Activities for minors shall be sponsored and chaperoned at all times by an adult.
7. The City of Chesapeake reserves the right to inspect the premises at any time during any activity.
8. City property may not be removed from the premises which includes the grounds, buildings or structures.
9. The City is not responsible for items left on the premises by the Applicant, Applicant's vendors or guests. If personal property is authorized to be placed or located on or within the premises under the provision of this Rental Permit, said property shall be removed by Applicant and at the Applicant's sole expense prior to the expiration of the Rental Permit. If the Applicant fails to remove its property, then the City may, at its option, remove such property from the premises and store the same at the Applicant's expense. The City shall not be liable for any costs or fees associated with the removal of Applicant's property upon or prior to the expiration of the Rental Permit.
10. Applicant shall exercise diligence in protecting from damage the land, property, buildings, structures, habitats and natural resources of the City's property in the areas covered by and used in connection with the Rental and shall be liable to the City for any damage resulting from Applicant's, or those acting upon the direction of the Applicant, acts of negligence or from the violation of the terms of this Rental Permit or any Federal/Commonwealth of Virginia law or regulation related to protected environment. Damage restitution may be required as a result of damage to, or loss of, any City Property. Additional damage restitution may be required as a result of damage to any City property if cost of damage repairs total more than the security deposit.
11. Time allowances for setup and cleanup time must be taken into account when planning and reserving rental time. **Setup and cleanup activities must be completed within the reserved rental time period.**
12. Additional rental time may not be added to the rental during the event. Applicants who do not vacate at the agreed-upon rental end time will be charged double the hourly rental rate.
14. A Parks, Recreation and Tourism staff member will be present and on-site during any events and rentals which include the Farm House.
15. Use of any City of Chesapeake logo(s) is prohibited without prior approval.
16. All arrangements for caterers, tents, florists, portable furniture and fixtures, musicians, photo/videographers and any other services/special use items must be coordinated with, and approved in advance by, City staff.
17. Storage of personal property, items or equipment on grounds or in facilities before or after rental hours will not be permitted. This does not apply to city-sponsored events and activities.
18. The Applicant is responsible for obtaining all applicable and required licenses, consents and permits. All federal, state and local laws with regard to food and beverage purchases and consumption must be strictly adhered to.

19. No person, including Applicant, shall paste, glue, tack or otherwise post any sign, placard, banner, advertisement whatsoever, nor cause to be erected any signs whatsoever on any City property without prior approval.
20. No person or Organizations, including Applicant, shall charge a parking fee for any event.
21. Decorations will be taped or tied and must be removed completely during cleanup. Nails, staples and tacks are not permitted.
22. Applicant must be on site at all times during the rental event/activity including setup and cleanup times. Additionally, applicant shall oversee and be responsible for every aspect of their rental event at the Chesapeake Arboretum which includes setup and cleanup, event activities, any approved outside vendor's activities and behavior, and all guest activities and behavior. **All cleanup must be completed before leaving and must occur during the time period of the rental.**

**Pecan Grove/Gazebo Rental Rules:**

Initials: \_\_\_\_\_ | \_\_\_\_\_

1. Pecan Grove/Gazebo rentals are available at a daily rate (sunrise to sunset). No hourly or half day rentals are permitted. Rentals beyond sunset require prior written approval from the Director of Parks, Recreation and Tourism and may be subject to additional charges. All rentals that go past the reserved rental end time will be charged an additional \$25 per 30 minutes. Any After Hour charges will be deducted from the security deposit before refunding any balance that may be due to Applicant.
2. **Wedding ceremonies:** Only bird seed is permitted to be thrown. Any flower petals dropped during ceremony must be natural petals—synthetic flower petals are prohibited. Open flame candles, balloons and confetti are prohibited. All areas around wedding site are open to the general public.
3. Vehicles are to be driven on designated roadways and parked only in designated parking areas or on the street where permitted. Driving and/or parking on park grounds, including dropping items off at gazebo, tents, Farm House or other buildings, is prohibited except for city staff.
4. Installation of any item by digging into the ground or affixing in any other manner to or on park property is prohibited unless pre-approved and supervised by staff, and any damage to ground must be repaired before leaving and restored to pre-rental condition.
5. Fires are allowed in grills only, and fire pits of any kind are prohibited. Backyard propane, charcoal grills and commercial cookers must be placed at least 20 feet away from all park structures and have a fire extinguisher on-site. NO frying of any kind is allowed on park grounds.
6. All trash and litter must be picked up and put into available trash cans on the premises.
7. Use of generator(s) and/or electrical lighting or appliances including extension cords must be pre-approved by city staff.
8. Benches, picnic tables, and other non-permanent fixtures may not be moved unless pre-approved and supervised by City staff.
9. 30 white folding chairs are included in the rental fee and, if used, must be set up by renter and put away by renter after use. Chairs are stored in a bin next to the gazebo. If chairs are used by renter and not put away in the storage bin after use, the entire rental deposit will be forfeited.

**Farm House Rental Rules:**

Initials: \_\_\_\_\_ | \_\_\_\_\_

1. Farm House rentals are available at an hourly rate with a 2-hour minimum. After the minimum is met, the Applicant may rent additional time in 60 minute increments only. This option is only available in advance at the time of application with the rental of the Pecan Grove/Gazebo and the additional Wedding Package. All rentals that go past the reserved rental end time will be charged at the standard hourly rate with an additional \$25 per hour charge added. Any After Hour charges will be deducted from the security deposit before refunding any balance that may be due to Applicant. **Space and privacy is limited, the maximum number of persons that can be comfortably accommodated is 12. The first floor restroom facilities are limited and are not available for use by event guests.** City staff must be present on site during Farm House rentals.
2. Furniture should not be moved or dragged across the floor.
3. Hanging, taping, nailing or otherwise affixing items to the walls, doorways, furniture, doors, windows, woodwork, brick or appliances is prohibited unless approved and supervised by city staff.
4. The second floor is off limits to the public at all times and not included in the rental. Smoking and use of an open flame is strictly prohibited. Use of battery or plug-in candles is permitted.
5. Use of the kitchen appliances is limited to the refrigerator, microwave and range for warming of foods that have been cooked and prepared elsewhere. The use of grills indoors is prohibited, and no other appliances may be brought in or used.
6. Any approved decorations including tape or string should be removed. All trash should be picked up and disposed of in supplied trash bags. No trash should be left on the floor or countertops, and no food, drinks, ice bags or other items should be left in refrigerator or cabinets.

### RISK ACKNOWLEDGEMENT / HOLD HARMLESS CLAUSE

Initials: \_\_\_\_\_ | \_\_\_\_\_

By acceptance of this agreement and signature below, the applicant and/or group and its participants agree to see that all necessary safety precautions are followed and will indemnify the City of Chesapeake, its employees and agents, and save them harmless from and against any and all claims damages, liability and expenses in connection with loss of life, personal injury, and/or damage to property arising from or out of any occurrence arising from the exercise of the privileges granted in this agreement.

I and/or my organization certify that I/we will be responsible for any damage or loss sustained to the grounds, furnishings, equipment or unusual clean-up resulting from this event. It is also certified the I/we have read this entire Rental Application and Policies for the Arboretum and I/we hereby agree to comply unequivocally with these provisions as promulgated, including Chapter 50 of the City of Chesapeake Code.

**I hereby acknowledge that I have read, understand and agree to all rates, terms and policies of this Rental Application agreement.**

\_\_\_\_\_  
Rental Applicant's Name (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rental Applicant's Signature

\_\_\_\_\_  
Payor's Name if Different from Applicant (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Payor's Signature

### The Chesapeake Arboretum — Office Use Only

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

Rental Date: \_\_\_\_\_

Chesapeake Resident     Non-Resident

FH Rental hours: \_\_\_\_\_ to \_\_\_\_\_ = \_\_\_\_\_ hours

Driver's License: State: \_\_\_\_\_

Rental rate (per day—PG/G):            \$ \_\_\_\_\_

DL# \_\_\_\_\_

Rental rate (per hour—FH):            \$ \_\_\_\_\_

TOTAL Rental Fee:                         \$ \_\_\_\_\_

Other ID: \_\_\_\_\_

Security Deposit:                         \$ 150.00

TOTAL DUE:                                 \$ \_\_\_\_\_

(Includes \$20 non-refundable processing fee)

Permit Approved                          Permit Not Approved

PAID: Date: \_\_\_\_\_                     \$ \_\_\_\_\_

Permit # \_\_\_\_\_

Payment Method: \_\_\_\_\_

\_\_\_\_\_  
Department Director (or designee)                         Date