




SOUTHSIDE ELECTRIC COOPERATIVE

Your Touchstone Energy® Cooperative 

USE AGREEMENT FOR SEC'S HOOPER PARK

REV. DECEMBER 2017

15994 W. COLONIAL TRAIL HIGHWAY
CREWE, VA 23930

Hooper Park is available for use from May through the 4th Saturday In September.

ALL INFORMATION IS REQUIRED IN FULL TO APPLY FOR PARK USE. PLEASE PRINT CLEARLY & LEGIBLY.

Name of individual(s) applying for use: _____ (Last), _____ (First)

Name of organization or group applying for use: _____

What is the relationship between the **individual(s) applying** and the **organization/group** which intends to use SEC's HOOPER PARK? _____

Please accurately & thoroughly describe the nature or purpose of your **group/organization**:

Please accurately & thoroughly describe the nature or purpose of **your intended use** of HOOPER PARK:

Will alcoholic beverages be served on the premises at any time? Yes No

Is this event open to the public? * Yes No

*SEC considers most events held by businesses or community groups to be **open to public**.

Does your group/organization **plan to use** the following facilities at HOOPER PARK?

- Park Pavilion: Yes No
- Adjacent field: Yes No
- Restroom facilities: Yes No
- Water: Yes No
- Electricity: Yes No

I, _____ (responsible party representing organization/group), hereby agree to use Hooper Park, owned by Southside Electric Cooperative, Inc., in accordance with the following regulations and restrictions:

1. **All non-profit community organizations must provide written verification of their 501(c) status at the time of booking the facility.**
2. Organizations or groups whose activities involve bands and/or music will be allowed, provided that all band/music activity cease after dark to reduce annoyances and disturbances to adjacent residents of the park facility.
3. The following user fees will be charged to all groups, businesses or organizations using the park:

| | |
|--|-------------------------------------|
| a. Meetings held by <u>Schools or Churches</u> * - | No charge , deposit required |
| b. Picnics, Weddings, Family Reunions, or Community <u>Meetings</u> - | \$80.00 / day + deposit |
| c. <u>Fundraising</u> Events (non-profits or community causes) - | \$300.00 / day + deposit |
| d. Meetings of <u>Businesses, Trade/Industry Associations</u> - | \$300.00 / day + deposit |
| e. <u>Festivals, Fairs or Concerts</u> (for-profit and/or non-fundraising) - | \$1200.00 / day + deposit |

***NOTE:** Any activity/event **other than** picnics and meetings held by a church or school will be charged at the appropriate non-profit fundraising rate above.

All park user fees **are due upon submission of this application**, and donated directly to SEC's Education Scholarship Fund.

4. Fees must be paid in advance and will be refunded if any of the following apply:
 - a. The activity is cancelled due to extreme weather conditions (hurricane, flood, etc.)
 - b. The Cooperative is notified at least 10 days prior to the date of the activity by the person whose signature is affixed to this agreement and that person requests that the activity be cancelled.
 - c. The Cooperative needs to use the park facilities for any reason.
5. Attendance fees, (accruing a profit for the benefit of any individual or business), may only be charged by organizations or businesses applying as **"e. Festivals, Fairs or Concerts."** Collection of an attendance fee for use by a non-profit organization or group for community service shall be allowed.

*Intended collection of attendance fees shall be disclosed prior to signing this agreement.

*Attendance fee amount: _____ (if applicable)

6. **Security Deposit:**

All users of Hooper Park are now required to pay a **refundable** security deposit **upon submission of this form**. No reservations for SEC's HOOPER PARK will be accepted without the required security deposit, along with the submission of this fully-completed Park Use Agreement form.

The following **security deposits*** will be required for Park use:

\$100 – all users (**3a. – 3d.**), as described in section **#3**.

\$600 – all Festivals, Fairs or Concerts, as described in **#3e**, (subject to increase as necessary).

***NOTE:** The security deposit will be refunded (**within 30 days**) upon verification that no damage to SEC's HOOPER PARK has occurred as a result of any events/activities held on the park premises. Additionally, if any of the conditions in this form are not met, (or found to be false and misleading), SEC will not refund the security deposit. SEC will also make every effort to recover any further damages to HOOPER PARK, as necessary and appropriate. **Please initial here _____.**

7. Proof of Liability Insurance:

All individuals or groups holding an event/meeting at HOOPER PARK that is **open to the public*** must obtain and provide proof of at least **\$1 million in qualifying liability insurance coverage at least 30 days** prior to the event. **Please initial here _____.**

***Most events held by businesses or community organizations are, by definition, open to the public, and will require liability insurance.**

Please provide the following information to the Cooperative at least 30 days prior to your event:

Insurance Provider: _____ Policy Number: _____
Coverage Dates of Policy: _____

8. The Cooperative reserves the right to require any group or organization to carry liability insurance based on the size of the anticipated group, activities planned and/or the use of alcohol on the premises.
9. No alcoholic beverages will be served or consumed inside the park without the group or organization obtaining the proper state licensure. A copy of the ABC license must be delivered to the Cooperative **30 days** before the day of the event, **or the Cooperative will cancel this agreement and refund the collected user fees.**
10. All vehicles will park in the main parking lot or designated parking areas (gravel lots or open field). No vehicles will be allowed to park on the grass hill areas around the large pavilion or rest-rooms. **Violation of this provision may result in forfeiture of the security deposit, and possible cancellation of future park rental privileges.**
11. No fires are allowed on park premises.
12. All cooking will be done on covered grills and is not allowed in the areas covered by trees or underneath the pavilion. All charcoal will be adequately saturated with water so as not to cause a fire hazard and will be disposed of properly.

13. Custodians for each restroom shall be provided by the group or organization using the park should the expected crowd exceed 100 persons.
14. Organizations using the park are required to clean up the area, place all refuse in the provided dumpster, clean the restrooms and leave the park in the same condition in which it was found prior to use. Should the activity produce more refuse than the provided dumpster can adequately accommodate, the group or organization will be billed for the disposal of the additional refuse. **Failure to comply with this provision may result in forfeiture of the security deposit.**
15. An elected officer of the group or organization must appear at the Cooperative's Central District Office in Crewe, VA during regular working hours (8 a.m. - 5 p.m., Monday - Friday) to sign this agreement, provide other necessary documentation as previously described, and pay the appropriate fees/deposit before any reservation will be made for use of park facilities. No reservations will be made by telephone. All reservations will be offered on a first come, first served basis.
16. As indicated in this agreement, **the person whose signature appears on this document will be held responsible for the actions of the group or organization using the park and for any damage to facilities or any misuse thereof.**
17. Lessee is required to provide traffic control measures and security personnel before, during, and after the activity, if the activity is anticipated to exceed 100 people. The Lessee shall at all times be responsible for the conduct and behavior of people using the premises and agrees to hold the Cooperative harmless for any liability resulting from accidents of any kind, drunkenness, fights, or any conduct that might otherwise bring Southside Electric into a lawsuit as a party thereto.
18. In all cases, the group or organization using the facility will be expected to vacate the park by 9 p.m. The individual whose name appears below will be required to meet with a Cooperative representative at the time the park is closed to review the facility and address any discrepancies.
19. Any damage to the facility, disregard for the items listed in this agreement, failure to meet with the Cooperative's representative at the close of the park, or unsatisfactory response to any other request of the Cooperative pertaining to the rental and use of the park **may result in forfeiture of the security deposit, and possible exclusion of the group or organization from future use of the facility.**
20. **No animals shall be allowed on park premises unless they are necessary service animals.**

I agree to use Hooper Park for the purpose of: _____

on ____/____/____ (date). I will arrive at _____(time) and will leave at _____(time).

According to Section #3, I agree to pay the appropriate **user fee of \$**_____, at the signing of this use agreement with the understanding that it will be refunded under the provisions of Section #4 of this agreement. I also agree to pay the **security deposit of \$**_____.

I, _____ (**signature**), on behalf of the group or organization that I represent, agree to hold Southside Electric Cooperative harmless from any liability that may result from bodily injury, property damage or theft of property that may occur on the premises covered by this agreement during any functions or related activities occasioned by use of the property.

I agree to pay all costs in restoring facilities to their proper state if they are not left as initially found. **I also agree to pay the required security deposit and acknowledge the terms under which it may be forfeited.** If no damage occurs, the security deposit will be refunded within 30 days of the event. **Please initial here _____.**

I agree that all information provided to SEC (on this application form and by further request) is accurate, complete and known to be true. **Please initial here _____.**

While using SEC’s HOOPER PARK, **I agree to comply with all applicable federal, state & local laws and regulations.** Please note: **SEC reserves the right to refuse use of the park to anyone for any reason.** All groups or organizations must comply with Title VI of the Civil Rights Act. **Please initial here _____.**

I have read, understand, and agree to all use provisions, time schedules, and limitations in the use of Hooper Park facilities as stated in this use agreement. **Please initial here _____.**

PLEASE PRINT:

Name of Officer Representing Organization/Group

Signature

Street Address (deposit refund will be mailed to this address)

City, State, Zip Code

Home Telephone #

Mobile Telephone # for day of Event

Date of Agreement

OFFICE USE ONLY:

SEC Staff

SEC Staff Signature

Total Amount (\$) Collected