

## **TOWN OF CLIFTON PROPERTIES POLICIES AND PROCEDURES**

**PURPOSE:** To provide policies and information related to reserved use of the Town of Clifton Parks and other Town of Clifton owned or leased properties except the Clifton Community Hall. Town of Clifton Parks and other Town of Clifton owned or leased properties for purposes of these policies and procedures will be referred to as “Property”.

### **I. GENERAL**

- A. Portions of the premises known as the Property are available for use by municipal, school, commercial and private organizations or groups or individuals, providing that certain criteria are met and specified conditions are observed.
- B. The Property is primarily parks intended for recreation purposes. When a group wishes to set aside portions of the Property for their use, such reservations will require that a rental agreement between the user and the Town be executed.

### **II. POLICIES**

- A. The Town Council retains authority to approve the operating hours and the fee schedule for the Property and delegates operating authority as set forth herein.
- B. The Property Reservationist is authorized to conclude rental agreements pertaining to temporary use of Property.
- C. The Property can be rented to an individual or a private group or organization incorporated with elected or appointed officers and who have authority to enter a rental agreement. Such individuals, corporations, associations, firms or similar entities eligible to rent the Property are hereinafter referred to as the “Group(s).”
- D. Use of the Property by Groups is contingent upon observance of established regulations and conditions. A copy of the appropriate appendices will be provided along with the application and rental forms to those wishing to use the site(s).

### **III. PRIORITIES FOR USE OF THE PROPERTY**

- A. Programs or activities under the direct control of the Town of Clifton will have first priority for use of all or portions of the Property.

- B. Organizations conducting activities which are co-sponsored by the Town of Clifton are accorded second priority.
- C. All other eligible users may apply to reserve the Property on a first come basis.
- D. Once a rental agreement has been executed, a using group may not be pre-empted by a higher priority request without the written consent of the rental group.

#### **IV. APPLICATION CONSIDERATIONS**

- A. The Town Council has appointed the Property Reservationist to administer and schedule applications received in accordance with provisions of this document.
- B. Groups (other than Town or Town sponsored groups) may apply to reserve the Property on a first come basis starting at the beginning of the New Year. Town or Town sponsored Groups may apply up to one year in advance of the desired use date.
- C. Applications to use the Property shall be submitted to the Property Reservationist.
  - 1. The name, address and title (if applicable) of the person completing the application (“Applicant”).
  - 2. The name and address of the group for whom the application is submitted.
  - 3. The day(s) and hours of desired use.
  - 4. The portion(s) of the site desired for use. The specific area to be used will be determined in discussions with the Property Reservationist and a description of that area will be included in the rental agreement.
  - 5. An estimate of the anticipated attendance.
  - 6. Any other information deemed reasonably necessary to a fair determination as to whether the application should be approved.
- D. Applications should be submitted to the Property Reservationist no later than 60 days prior to the desired date of use.
- E. Applicant must obtain all appropriate permits and licenses which may be required by the Town, the Alcohol Beverage Control Board, the Fairfax County Health Department, or other governing agencies. The Applicant will be bound by all applicable ordinances, to include amusement tax and food tax where an admission fee is charged or edible refreshment sales are made to the public.

## **V. FEES AND DEPOSITS**

- A. Activities sponsored or co-sponsored by the Town are exempt from fees.
- B. Payments for the required rental fee and the damages deposit must be submitted with the application.
- C. Rain dates, if desired, are considered separate rentals and the rental fee will apply.
- D. Refunds are given for weather-related cancellations by the Property Reservationist only. Weather-related cancellations are made by Property Reservationist after consultation with Applicant.
- E. Rental fees, for an event that has been cancelled due to weather, may be applied to a new rental date, provided the Property is available for rental.
- F. Violations of any portions of this policy or application may result in cancellation/ termination of this rental and forfeiture of any or all payments and fees.

## **VI. GENERAL RULES AND REQUIREMENTS**

General rules for users of the Property along with the fee and charges schedule are found in Appendix 1. The application for use of Property is found in Appendix 2. Requirements applicable when alcoholic beverages are to be sold or consumed are found in Appendix 3.

# Appendix 1

## TITLE: GENERAL RULES - PROPERTY

**PURPOSE:** To provide regulatory information for the use of Property by Groups entering into a Rental Agreement with the Town.

**GENERAL:** Groups using the Property shall abide by all conditions, rules, and requirements stated herein, and/or in Appendix 3 when applicable, and in the Rental Agreement.

- 1. Admission.** Advance approval must be obtained to charge admission to an activity or program or for vending food or beverages at the site, and shall be open to all persons regardless of race, sex, religion, color, national origin, or handicap.
- 2. Vehicle Parking and Use.** No vehicle shall be driven or parked on any portion of the grounds other than designated roadways and parking areas, except for service vehicles delivering or removing foods or beverages or equipment, without the prior written approval of the Town.
- 3. Portable Toilets.** Any group attendance over 100 or any event over 3 hours in duration shall contract for provision of two portable chemical toilets, one of which shall be accessible to and equipped for the handicapped. For other size groups see attached chart.
- 4. Fireworks.** Any use of firecrackers, torpedo rockets, or other fireworks is prohibited without prior written approval of the Town Council and the Fairfax County Fire Department.
- 5. Signs.** Information signs will be allowed on the site during the period of use. However, all signs must be removed from the site at the end of the rental period. In addition, any holes made when erecting signs shall be filled with dirt after removal of the sign. No signs or decorations may be placed on the Gazebo without permission of the Property Reservationist.
- 6. Police Protection and Traffic Control.** The Applicant must make all necessary arrangements for police protection and traffic control. It is required that an event having more than 300 attendees have a plan for police protection and traffic control. The Town will require confirmation that such coordination has been completed.
- 7. Trash Disposal.** All trash must be removed at the end of the event. The Applicant must make adequate provision for the disposal of all trash and garbage generated as a result of the activity. The nature of such provision shall be coordinated with the Town during the application review. The necessary action to be taken by the user may range from providing garbage bags for use in cans supplied by the Town to the user contracting for dumpster service.
- 8. Insurance.** Certain activities may require that the Applicant obtain and submit such Certificate of Insurance and special events riders as deemed appropriate by the Town's Insurance Carrier. The Applicant shall promptly furnish such policy or policies for property damage or bodily injury resulting from any one accident or other cause in a

sum of not less than \$1,000,000 combined single limit or in the amount specified by the Town's insurance carrier to protect the Town against damages. In addition, the Applicant shall provide, as necessary, host liquor liability insurance coverage for those events in which the giving or serving of alcoholic beverages is a planned and/or anticipated activity.

**9. Damage Liability.** It is the responsibility of the Group to inspect the premises with the Property Reservationist and document damaged property or facilities before the rental period begins in order to avoid possible liability for damages discovered by the Town at the conclusion of the rental period.

**10. Electric.** Arrangements for use of electric shall be coordinated with the Town by the user group prior to the date of use.

**11. Two-Day Limit.** Events or activities not sponsored or co-sponsored by the Town shall be limited to a two (2) day use period. The two day limit includes the time to set up prior to the opening of the event or activity. With prior coordination and approval by Property Reservationist, the disassembly phase may extend beyond the two day period.

**12. Serial Events.** Serial events (i.e., held once a week, once a month, etc.) are prohibited without approval by the Town Council or its designee.

**13. Permits, Licenses, Taxes, and Ordinances.** Applicant must obtain all permits and licenses which may be required by the Town of Clifton, the Alcohol Beverage Control Board, the Fairfax County Health Department or other governing agencies. The Group will be bound by all applicable ordinances where an admission fee is charged or edible refreshment sales are made to the public.

**14. Appeals.** Decisions by the Property Reservationist may be appealed to the Town Council by letter to the Mayor of the Town of Clifton.

**15. Hours of Operation.** The park is generally open from 9 a.m. to 9 p.m. and activities may be scheduled during those hours. Any exceptions must be appealed to the Town Council.

**16. Sound.** Any amplified sound/music must comply with the Town of Clifton's noise ordinance.

# Appendix 2

## TITLE: APPLICATION FOR USE OF TOWN OF CLIFTON PROPERTY

### ORGANIZATION INFORMATION

Organization \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail \_\_\_\_\_

### CONTACT INFORMATION

Name \_\_\_\_\_

Applicant's relation to organization \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail \_\_\_\_\_

### USE INFORMATION

Requested Use \_\_\_\_\_

Date(s) \_\_\_\_\_



## APPLICATION CHECKLIST

	Yes	No	If “yes”, then call:
Will an admission fee be charged?	[ ]	[ ]	Town Treasurer: 703-830-8075
Will solicitations or donations be collected or made?	[ ]	[ ]	Town Treasurer: 703-830-8075
Will a vendor or caterer be used?	[ ]	[ ]	
Will food or beverage be sold ( ) or served ( )?	[ ]	[ ]	
Will alcohol be sold or served ( )?*	[ ]	[ ]	
Will fireworks be used?	[ ]	[ ]	
Will tents be erected?	[ ]	[ ]	
Will goods or services be sold? Describe _____	[ ]	[ ]	Town Treasurer: 703-830-8075
Will carnival, amusement or pony rides be used?	[ ]	[ ]	Property Reservationist: 703-830-2727
Will attendance be 300 or more people?	[ ]	[ ]	
Will there be a concert?	[ ]	[ ]	Property Reservationist 703-830-2727
Will amplified music be played?	[ ]	[ ]	Property Reservationist 703-830-2727
Will other “special event” activities be planned?	[ ]	[ ]	Property Reservationist 703-830-2727

\*Your ABC Permit must be on premises during use and available for inspection upon requested.

**RENTAL FEES (TWO-HOUR MINIMUM)**

<b>ATTENDEES</b>	<b>HOURLY RATE</b>
0-25	\$25
26-75	\$50
76-100+	\$100

Damage Deposit for Rental to cover cost of damage or cleanup by staff when a group leaves excessive trash, etc. after an event. \$150 – **Refundable IF there is no damage and if cleanup is satisfactory to the Property Reservationist.**

Alcohol Permit Deposit \$200 -- **Refundable**, if no alcohol incidents or other problems occur during the event.

**Rentals require total rental fee to secure reservation and 25% of total rental fee is retained if rental is cancelled less than 14 days before the event. Payment of rental fee and any deposit(s) must be submitted with the application. We accept checks, money orders, or cash. Total rental fee is required with the application. There will be a \$40 charge for returned checks.**

**Rain date reservation will be charged the rental fees.**

**AGREEMENT TO ABIDE BY THE FOLLOWING REGULATIONS:**

1. Rental fee shall be paid in advance with application.
2. Applicant must be present for the entire time of the rental.
3. All planned activities are listed on this form.
4. Town property shall not be removed from the premises.
5. All trash will be disposed of properly.
6. The Applicant accepts responsibility for any damages which might occur during the period of use.
7. Property will be left in as good a condition as received, reasonable wear and tear expected.
8. If proof of insurance is required, the organization/group shall at its own cost and expense furnish a policy or policies for property damage or bodily injury showing out of any one accident or other cause in a sum of not less than \$1,000,000 combined single limit or in the amount specified by the Town insurance carrier. Also, the Town of Clifton should be named as additional insured.
9. The Applicant provides proof of liability insurance coverage for an event in which giving or serving of alcoholic beverages is a planned and/or anticipated activity.
10. It is the Applicant's responsibility to obtain the required certificate of insurance when it is required from a third party.
11. Any special or unique circumstances and or risks for the event(s) planned may require at the discretion of the Town's insurance carrier the endorsement of a special events rider to the insurance policy.
12. Certificate(s) from the insurance carrier or carriers showing the above insurances to be in force must be submitted to the Property Reservationist 10 days prior to the event.
13. The Applicant complies with all laws, rules, and regulations of the federal, state, and Town governments governing operations and conduct on Town property.
14. The Property will be available to all citizens without discrimination.
15. Applicants may not book Town properties for the purposes of renting them to another party (third-party rental). Third-party rentals will result in the loss of rental privileges for all parties involved.
16. This agreement may be terminated by the Property Reservationist at any time upon a finding of a violation of any rule, ordinance, and condition of the permit or upon good cause shown.
17. Minor structural alterations may be made to the premises but upon surrender or termination shall be restored to its previous condition. All such alterations must be approved in advance by the Property Reservationist.
18. By acceptance of this agreement, the Applicant agrees that all necessary safety precautions will be followed and Applicant will indemnify and hold harmless the Town of Clifton, Virginia, its employees and agents, from and against any and all claims, loss, damages, injury, liability and costs, including but not limited to reasonable attorney's fees and court costs, however caused, resulting from, arising out of, or in any way connected, to the exercise of the privileges granted in this agreement except as may result from the willful misconduct of the Town of Clifton, its employees, or agents.
19. This agreement is not binding until approved and signed by the Property Reservationist or designee. I have received a copy of the Town of Clifton Properties Policies and Procedures of the **General Rules** found in **Appendix 1**, and the sale and consumption of **Alcoholic Beverages** policy found in **Appendix 3**.

		YES	NO	AMOUNT
Will insurance be required by Applicant?	[ ]	[ ]	\$1,000,000-	\$_____

Will insurance be required by a Third Party?	[ ]	[ ]	\$1,000,000-	\$_____
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**Total Due for Insurance: \$\_\_\_\_\_**

**Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

**Property Reservationist Initials & Date: \_\_\_\_\_**

# Appendix 3

## TITLE: TOWN OF CLIFTON PROPERTIES ALCOHOLIC BEVERAGES

**PURPOSE:** To provide policy guidance, information, and procedures relating to the sale or consumption of alcohol at Town of Clifton Properties.

- I. Town Council has delegated to the Property Reservationist, or designee, authority to issue a permit to any eligible group for the use of Property where the sale or consumption of alcoholic beverages is intended. An eligible group is defined in this context as a private group or organization which is incorporated under the laws of Virginia, or which has officers which have been elected or appointed and who have authority to enter into a rental agreement. Such individuals, corporations, associations, firms, or similar entities eligible for an alcohol permit at the Property are hereinafter referred to as "Group(s)".
- II. The process listed below shall be followed to gain permission for the sale or use of alcoholic beverages in the Town Park.
  - A. The prospective user group obtains an application form for use of the Property from the Property Reservationist and indicates in the appropriate space that alcohol sale or use is intended. By signing and returning the application, the Group acknowledges receipt, understanding, and acceptance of the rules governing alcohol use at the park site.
  - B. After the Group has received alcohol use approval from the Property Reservationist , the Group must apply for a special ABC permit from the Alcohol Beverage Control Board, (Phone: 703-313-4432 [www.abc.virginia.gov](http://www.abc.virginia.gov)).

### IV. RULES

Certain rules which pertain specifically to alcohol are presented in this paragraph. Other rules pertaining to use of the site are contained in Appendix 1.

The application submitted by the Group(s) must specify the area(s) in which alcoholic beverages may be consumed. The Group(s) is bound to ensure that alcohol consumption is confined to the specified area only.

Average Crowd Size	Average Hours at the Event									
	1	2	3	4	5	6	7	8	9	10
<b>500</b>	2	2	2	4	6	6	6	6	8	8
<b>1000</b>	4	4	4	6	8	8	8	8	10	10
<b>2000</b>	6	6	6	8	10	10	10	10	12	12
<b>3000</b>	8	8	8	10	12	12	12	12	14	14
<b>4000</b>	10	10	10	12	14	14	14	14	16	16
<b>5000</b>	12	12	12	14	16	16	16	16	18	18
<b>6000</b>	12	12	12	14	14	14	16	18	20	20
<b>7000</b>	16	16	16	20	20	20	24	24	30	30
<b>8000</b>	20	20	20	30	30	40	40	50	50	60
<b>10000</b>	20	20	30	40	40	60	60	60	90	90
<b>12500</b>	20	20	30	50	65	80	100	120	120	120
<b>15000</b>	20	30	40	50	65	75	100	100	125	150
<b>17500</b>	30	40	60	75	90	120	140	150	200	200
<b>20000</b>	30	40	50	80	100	125	140	200	250	250

## RESTROOM FACILITIES CHART

How to use the Restroom Facilities Chart:

1. Determine how long your event will last.
2. Determine approximately how many people will attend your event.
3. With this information, use the above chart to calculate the number of restrooms needed to insure sanitary conditions.

**ARTICLE 4**

**NOISE**

**Sec. 5-8. GENERAL PROVISIONS.**

a. Enforcement

Whenever the Town Sergeant or Fairfax County Police Officer (either hereinafter referred to as "Officer") has reason to believe that a violation of any provision of this ordinance or a rule or regulation issued pursuant thereto has occurred, he may give notice of such violation to the person failing to comply with this ordinance and order said person to take such corrective measures as are necessary within a prescribed time thereafter.

Such notice and order shall be in writing and shall be served personally upon the person to whom directed, or if he be not found, by mailing a copy thereof by certified mail to his usual place of abode and conspicuously posting a copy at the premises, if any, affected by the notice and order.

If such person fails to comply with the order issued hereunder, the Officer may institute such actions as may be necessary to terminate the violation, including, if appropriate, obtaining criminal warrants, and applying to courts of competent jurisdiction for such injunctive relief as shall appear proper.

**Sec. 5-9. DEFINITIONS AND STANDARDS.**

a. Definitions

The following words and phrases, when used in this ordinance, shall, for the purposes of this ordinance, have the meanings respectively ascribed to them in this section, except in those situations where the context clearly indicates a different meaning.

1. Emergency Work

Work made necessary to restore property to a safe condition following a public calamity, or work required to protect persons or property from immediate exposure to danger or for the immediate health, safety, or welfare of the community.

2. Emergency Vehicle

A motor vehicle used in response to a public calamity or to protect persons or property from immediate exposure to danger, or for the immediate health, safety or welfare of the community.

3. Noise Disturbance

Any unreasonably loud and unnecessary noise of such character, intensity and duration as to be detrimental to or disturb the quiet, comfort and repose of any person within the Town of Clifton.

4. Stationary Noise Source

Any equipment or facility, fixed or movable, capable of emitting sound beyond the property boundary of the property on which it is used.

**Sec. 5-10. ADMINISTRATION, AUTHORITY AND DUTIES.**

a. Administration of the Ordinance.

The provisions of this Ordinance shall be administered and enforced by the Council's duly authorized agent, or the Fairfax County Police.

b. The Council shall have authority to:

1. Issue such orders, rules and regulations as may be necessary to effectuate the provisions of this ordinance; and
  2. Perform such other acts as may be necessary to carry out the functions of this ordinance and such other acts as may be specifically enumerated herein.
- c. The Town Sergeant and the Fairfax County Police shall have authority to:
- Obtain warrants for violations of any of the provisions of this Ordinance and apply to any court of competent jurisdiction for such injunctive relief as shall be necessary to terminate continuing violations of this Ordinance.

**Sec. 5-11.PROHIBITED.**

a. Loud and Unnecessary Noise

1. It shall be unlawful for any person to make, continue to make, or cause to be made or continued, a noise disturbance within the Town of Clifton.
2. A warrant may be obtained for the violation of any provision of this Ordinance upon the sworn complaint of two persons who are not members of the same household alleging the specific violation complained of, that either or both of the complainants requested or made reasonable attempt to request abatement of the violation, and that the violation continued after such request.

b. Specific prohibitions

The following acts, which shall not be deemed to be an exclusive enumeration, are presumed to be noise disturbances in violation of this Ordinance. Said presumption shall be rebuttable by the person alleged to be responsible for said acts:

1. Using or operating a loudspeaker or other sound amplification device in a fixed or movable position exterior to any building, or mounted upon any motor vehicle for the purpose of commercial advertising, giving instructions, information, directions, talks, addresses, lectures, or providing entertainment to any persons or assemblage of persons on any private or public property, between the hours of 9 p.m. and 6 a.m. the following day.
2. Operating or permitting the use or operation of any radio, receiving set, musical instrument, television, phonograph, or any other device for the production of sound in such a manner as to be plainly audible across property boundaries or through partitions common to two persons within a building or plainly audible at fifty (50) feet from such device when operated within a motor vehicle parked on a public right-of-way or in a public place.
3. Owning, keeping, possessing, or harboring any animal or animals which frequently or habitually howl, bark, meow, squawk, or make such other noise as is plainly audible across property boundaries or through partitions common to two persons within a building.
4. Operating or causing to be operated any construction and other heavy equipment related to subdivision development, thereto in the outdoors between the hours of 7 P.M. and 7 A.M. the following day. No noise generation from such work shall be allowed on Sunday.

**Sec. 5-12.VARIANCES AND EXEMPTIONS PERMITTED.**

a. Emergencies

An exemption from the provisions of this Chapter is granted for noise caused in the performance of emergency work. Nothing in this section shall be construed to permit law enforcement, ambulance, fire, or other emergency personnel to make excessive noise in the performance of their duties when such noise is clearly unnecessary.

**Sec. 5-13.PENALTY.**

Violations of this ordinance shall be punished by a fine not exceeding \$300 or by imprisonment in the Fairfax County Jail or other place of legal incarceration for not more than 15 days, or by both such fine and imprisonment in the discretion of the court.