

READ CAREFULLY

**Special Event Application
and
Indemnification and Hold Harmless Agreement**

“CELEBRATION OF HOLIDAY LIGHTS” 2008

This Application and Indemnification Agreement, dated this _____ day of _____ 2008 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 2008 through January 2009 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 2008 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

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**Applicant Information**

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

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

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

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

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

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

Security Deposit: \$25.00

Purpose: Space used to display for "Celebration of Holiday Lights" 2008

## CELEBRATION OF HOLIDAY LIGHTS

In

The City of Staunton's Gypsy Hill Park

### GENERAL REQUIREMENTS

Security Deposit Fees: There is a \$25 non-refundable deposit 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 December 1, 2008 and remain up and in good condition until January 3, 2009. Electricity is provided by the City of Staunton. No halogen lights can be used. 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 November 14, 2008. Identification tags/signs must be displayed in the assigned space and should be no more than 3 foot by 2 foot with the name of the sponsoring business or entity displayed in a tasteful manner. Any sign that is overly commercial or promotional in nature is subject to removal by City personnel. All displays must be removed by January 12, 2009.

**Application Due Date:** Entry deadline is November 4, 2008, with the Security Deposit Fee. Applications submitted after this date will be charged an additional non-refundable \$10 late fee and placed on the waiting list. Upon acceptance and confirmation of an application, applicants will receive a letter stating rules and obligations of the Celebration which must be signed and returned. All participants will be notified of the date for a general meeting at which The Celebration of Holiday Lights Committee will discuss all rules and expectations. Placement of displays in the park will be determined by the 2008 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 21, 2008 in order to receive a refund. After that date, The Celebration of Holiday Lights Committee retains all fees for future event expenses.

**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 886.8660, [angelcooper@hotmail.com](mailto:angelcooper@hotmail.com) or Doug Carter at 337.3404.